

LABOR AGREEMENT

BETWEEN

CHIEF PROBATE JUDGE/PRESIDING JUDGE

OF THE

FAMILY DIVISION

AND

FAMILY DIVISION JUDGES

OF

BERRIEN COUNTY TRIAL COURT

AND

**PROBATE & JUVENILE COURT EMPLOYEES
CHAPTER OF LOCAL NO. 2757**

AND

**MICHIGAN COUNCIL NO. 25
OF THE INTERNATIONAL UNION
OF THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
(AFL-CIO)**

JANUARY 1, 2011 – DECEMBER 31, 2013



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P1101024
January 27, 2011

TO THE HONORABLE BOARD OF COMMISSIONERS OF BERRIEN COUNTY, MICHIGAN: Your County Personnel and Human Services Committee respectfully recommends the adoption of the following:

RESOLUTION

WHEREAS, Negotiations between the Judges of the Trial Court of Berrien County and the American Federated of State, County, and Municipal Employees, Michigan Local Council 25 (AFSCME) have culminated in an agreement between the Employer and the Union, which contain the entire terms and conditions of employment for calendar years 2011, 2012, and 2013, and

WHEREAS, the Union has previously ratified said Agreement, and

WHEREAS, the Judges of the Trial Court have reviewed and approved the provisions of said agreement, and

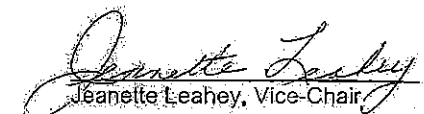
WHEREAS, the County of Berrien is the funding unit for said Court,

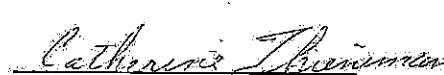
NOW, THEREFORE, BE IT HEREBY RESOLVED that the Berrien County Board of Commissioners acknowledges the labor agreement between the Berrien County Trial Court and AFSCME.

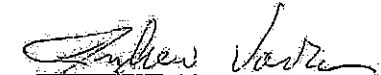
Respectfully submitted,

BERRIEN COUNTY PERSONNEL AND HUMAN SERVICES COMMITTEE


Bryan Bixby, Chairman


Jeanette Leahy, Vice-Chair


Catherine Thieneman


Andrew Vavra

RESOLUTION REVIEW	
Administrator	Date 1/29/11
Comments Attached	
Corporate Counsel	Date 1/27/11
Comments Attached	
Chairman	Date
Comments Attached	

LABOR AGREEMENT

LETTER OF UNDERSTANDING

Between

Berrien County Trial Court, Family Division Judges


And

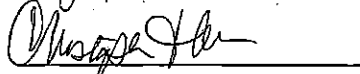
AFSCME Council 25, Local 2757

As a result of the negotiation process, the employer agrees to meet with the Union quarterly beginning April 2011 to review the following items at they pertain to the Juvenile Center:


- Utilization of temporary employees
- Approval or denial of leave requests (personal leave days and vacation time)
- Temporary budget and how it relates to Union employees

For the Union:


 Angela Tabor
 Staff Representative


 Chris Hatcher
 Chapter Chair

For the Court:


 Brian Ray
 Trial Court Administrator


 Elvin Gonzalez
 Family Division Administrator

DATE: 2/15/11

This Agreement is made and entered into and effective this first day of January, 2011 by and between the Berrien County Trial Court Chief Judge and Family Division Judges of the Berrien County Trial Court hereinafter referred to as the "Employer" and the Berrien County Probate and Juvenile Court Employees' Chapter of Local No. 2757, and Michigan Council No. 25 of the International Union of the American Federation of State, County, and Municipal Employees (AFL-CIO), hereafter referred to as the "Union".

It is further understood and agreed that the use of the title "Probate Court" throughout this Agreement also refers to the Family Division of the Berrien County Trial Court.

Purpose and Intent

The general purpose of this Contract is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the interest of the Employer, the Employees and the Union.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE 1
RECOGNITION

Section 1. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All Full-time Employees of the Berrien County Probate Court, but excluding the Family Division Administrator, Accounting Manager, Probate Register, Juvenile Center Director, Assistant Juvenile Center Director, Juvenile Center Supervisor(s), Manager of Court Services, Court Services Probation Officer Supervisor(s), Intake Manager/Juvenile Register, Attorney Referees, Executive Secretary, Clinical Services and Treatment Manager, Juvenile Center Assistant Supervisors, Grant Coordinator, Administrative Assistant, all confidential employees, attorneys employed by the Court, employees who are represented by other Unions, and all part-time and temporary employees.

Section 2. Reference to Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

LETTER OF UNDERSTANDING
between
Berrien County Trial Court, Family Division Judges
and
AFSCME Council 25, Local 2757

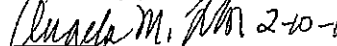
RE: Gender Specific Staffing

It is the policy of the Juvenile Center to provide gender specific supervision of residents whenever possible. When females are present in the population a female direct-care staff should be on duty in that unit. When male residents are present, a male staff should be on duty in that unit. The procedures outlined in article 12 Section 1. (e) (f) for offering overtime, may be modified in order to provide gender specific staffing on the shift. Before any modification of these procedures can occur, supervisors must first attempt to utilize other alternatives to provide the desired gender staffing as follows: (1) reassign staff to meet desired gender coverage, (2) call in an appropriate gender substitute direct-care staff.

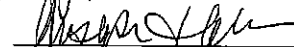
If the above alternatives are unsuccessful and overtime is required, supervisors will: (1) offer overtime to the desired gender staff on the preceding abutting shift, (2) bypass opposite gender staff on the overtime call list in order to meet the desired gender coverage. When modification to the overtime call list is implemented the supervisor shall complete the overtime call record, explaining the rationale for the modification and provide a copy to the Union steward for the shift, Chapter Chair and Juvenile Center Director. If the above attempts to provide gender specific supervision are unsuccessful, mandatory overtime will not be required of the gender specific staff needed to provide this coverage.

If a gender specific direct-care worker is not provided by the above alternatives, the supervisor will contact those persons, of the non-preferred gender who were bypassed, consistent with established overtime protocols.

For the Union:

 2-10-11

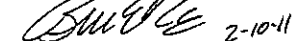
Angela Tabor
Staff Representative



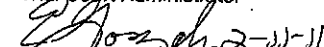
Chris Hatcher
Chapter Chair

DATE: 2/15/11

For the Court:

 2-10-11

Brian Ray
Trial Court Administrator

 2-10-11

Elvin Gonzalez
Family Division Administrator

LETTER OF UNDERSTANDING

Between

Berrien County Trial Court, Family Division Judges

And

AFSCME Council 25, Local 2757

The Parties agree that Policies and Procedures will be developed for the purposes of assuring proper safety concerning employees who work a flexible schedule, which will include but not be limited to the following topics:

- Available/Dependable Vehicles
- Effective Communication Systems (Nokia)
- Training for Field Safety
- Environmental Factors
- Availability of Supervisory On-Call Listing

The Parties further agree that no employee not currently working a flexible shift, will be required to begin working a flexible shift until the Policies and Procedures are completed and training has occurred.

The Parties further agree that employees working flexible shifts will receive Holiday pay as follows:

- If the Holiday falls on a day when they are scheduled to work, they will not be required to work that day and shall receive 7.5 hours of straight time pay for the day.
- If the Holiday falls on a day when they are not scheduled to work, they will receive 7.5 hours straight time pay and will be required to work their entire schedule for that workweek.

For the Union:

Angela M. Tabor 2-10-11

Angela Tabor
Staff Representative

Chris Hatcher

Chris Hatcher
Chapter Chair

For the Court:

Brian Ray 2-10-11

Brian Ray
Trial Court Administrator

Elvin Gonzalez 2-11-11

Elvin Gonzalez
Family Division Administrator

DATE: 2/15/11

ARTICLE 2

DEFINITION OF EMPLOYEES

Section 1. Full-time Employees. Employees who work 37-1/2 hours or more per week shall be considered as Full-time Employees. A Full-time Employee shall receive pay and benefits as specified by this Agreement.

Section 2. Temporary Employees. Employees who are hired on an hourly basis for 1,000 or fewer hours a calendar year are classified as Temporary Employees. Temporary employees are those assigned to an established position temporarily to perform the work of an employee who is absent; they are not covered by this Agreement. Furthermore, temporary employees are those who work not in an established position, for whom a short term of employment is expected and are used during peak periods in addition to employees in established positions.

Temporary Employees assigned to direct-care positions shall be paid at a rate to be determined by the Employer, not to exceed Step 1 in the grade of the position being filled, as provided in this Agreement or unless otherwise mutually agreed. Temporary Employees assigned to all other positions by the Employer will be paid at the rate to be determined by the Employer, not to exceed Step 3 in the grade of the position being filled, unless otherwise mutually agreed.

Temporary employees may be used to fill temporary vacancies in the staffing and may be used during peak periods of work in the Probate Court. Temporary employees may be used to help supervise the summer residential work program and other community service work projects or when the overtime list has been used.

Temporary vacancies shall be defined as those resulting from:

1. Sick leave.
2. An unpaid Leave of Absence or suspension.
3. Personal Leave Days.
4. Union Leave of Absence.
5. Scheduled vacation time.
6. Absence because of in-service training, this is scheduled away from the work station.
7. Bereavement Leave.
8. Termination and transfers.

Temporary Employees will not be used to replace Full-time employees unless otherwise provided in this Agreement.

At the Juvenile Center, temporary employees will not be used unless minimum shift coverage as described in Article 12, Section 3, has been met.

Temporary Employees will not be used to fill vacancies caused by layoffs, transfers, or termination, except when the vacancy is in the process of being filled. Temporary Employees may be used until the process is completed during normal dispatch.

The Employer will make every reasonable effort to train Temporary Employees to assume the responsibilities and duties of Full-time Employees in their absence. Temporary Employees as provided for in this Section shall receive forty (40) hours of orientation and/or on-the-job training prior to assuming the responsibilities and duties of a Full-time employee. During the period of orientation and/or on-the-job-training, the Employer may assign the Temporary Employee to any post notwithstanding any restrictions that may be contrary in this Section.

Except as provided for in this Section, non-bargaining unit employees shall not be permitted to perform bargaining unit work, unless mutually agreed upon. The exception to this shall be student interns. Student interns shall not replace regular bargaining unit positions but may supplement the work of the bargaining unit by working under the direction of the Court as part of the educational internship program.

Section 3. Seniority Status for Part-time and Temporary Employees. In no case will a Temporary or Part-time Employee acquire seniority status, regardless of the length of employment.

Section 4. Probationary Employees. New employees covered by this Agreement shall be on probationary status for the first twelve (12) months of employment, beginning with the first day of work for the Employer as a Full-time bargaining unit employee. Non-probationary employees who are hired for a posted position, other than their current position, will be on probationary status for the first ninety (90) work days actually present at work.

LETTER OF UNDERSTANDING
BETWEEN
THE CHIEF PROBATE JUDGE/PRESIDING JUDGE OF THE FAMILY DIVISION
AND
FAMILY DIVISION JUDGES
OF THE
BERRIEN COUNTY TRIAL COURT
AND
THE BERRIEN COUNTY PROBATE AND JUVENILE COURT
EMPLOYEES CHAPTER OF LOCAL NO. 2757
AND
MICHIGAN COUNCIL 25 OF THE INTERNATIONAL
UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES (AFL-CIO)

The parties have agreed that the Employer will comply with the current Collective Bargaining Agreement language contained in Article 12, Section 2, page 34, by using inverse seniority for those who have shift preference, unless in the opinion of the Employer, there is an emergency situation requiring a senior staff to move to the other Unit. This exception shall be invoked in order to protect the safety and security of staff, residents and the facility as determined by the Juvenile Center Administration.

APPROVAL:

AFSCME REPRESENTATIVE:

Angela M. Mora 2-10-11
Signature Date

Christina D. Hines 2/15/11
Signature Date

EMPLOYER:

B. E. ... 2-10-11
Signature Date

B. H. ... 2-15-11
Signature Date

APPENDIX "C"
BERRIEN COUNTY
COMPREHENSIVE MAJOR MEDICAL PLAN
SCHEDULE OF BENEFITS

DEDUCTIBLE	\$250.00 Single Coverage \$500.00 Family Coverage
CO-PAYMENT	10% of charges up to the Maximums listed below
MAXIMUM CO-PAYMENT	\$1000.00 Single Coverage \$2000.00 Family Coverage
MAXIMUM ANNUAL COST	\$1250.00 Single Coverage \$2500.00 Family Coverage
HOSPITAL PRECERTIFICATION	Required or 20% reduction of payable benefits
SECOND SURGICAL OPINION	Required or 20% reduction of payable benefits
EMPLOYEE CONTRIBUTION	15% of monthly premium (pre-tax)
CHIROPRACTIC CARE	36 reimbursable visits per calendar year per covered individual
OUTPATIENT SUBSTANCE ABUSE	90/10 Reimbursement subject to state reimbursement levels; 2 courses of treatment per enrollee per lifetime
TIE TO PRIOR CARRIER	Effective February 1, 1993, there is no benefit tie between the current health insurance coverage plan and the previous plan offered by Home Life
PRESCRIPTIONS	\$15 generic/\$30 non-generic 90 day supply via mail order Service

Section 5. Definition of Employee Shifts. Throughout this Agreement all references to assigned shifts at the Juvenile Center shall be guided by the following definitions:

Morning Shift	Any shift that regularly starts on or after 5:00 AM but before 2:00 PM
Afternoon Shift	Any shift that regularly starts on or after 2:00 PM but before 9:00 PM
Overnight Shift	Any shift that regularly starts on or after 9:00 PM but before 5:00 AM

Effective June 1, 2000, the following wellness riders, which are subject to plan deductibles and co-pays, were added to coverage:

- One routine annual physical and related diagnostic lab work, not subject to age restriction;
- One initial baseline mammography between age 35 and 40; one annual routine mammography over age 40;
- Lab and pathological services for one annual routine PAP smear; and
- Lab and pathological services for one routine prostate antigen screening beginning at age 40.
- Flexible Sigmoidoscopy exam
- Routine Colonoscopy
- Acupuncture Services
- Well Baby and Child Care exams and immunizations

ARTICLE 3

UNION REPRESENTATION

Section 1. Stewards and Alternates. For purposes of administering this Agreement and in presentation of grievances, the Employer agrees to recognize one (1) non-probationary employee as a Steward in each of the following areas:

2 Stewards from the St. Joseph/Niles Courthouse employees designated as follows:

- (1) Juvenile Probation Officers and Sr. Probation Officers
- (1) Deputy Registers, Accounting Technicians, and Finance Officer

3 Stewards from the Juvenile Center

- (1) Morning shift @ Juvenile Center
- (1) Afternoon shift @ Juvenile Center
- (1) Overnight shift @ Juvenile Center

Section 2. Bargaining Committee.

(a) The Collective Bargaining Committee shall consist of one steward from the Juvenile Center, two stewards from the St. Joseph/Niles Courthouse and the Chapter Chair. This Committee shall meet with the Employer for purposes of contract negotiations. The Chapter Chairperson may appoint alternate stewards. Alternates shall function only in the absence of the steward. Before recognition is granted, the Union shall advise the Employer in writing of the names of the President, Chapter Chairperson and Stewards and alternates, if any.

(b) The Union may also have one (1) non-employee representative from Michigan Council No. 25 present at bargaining meetings held between the Union and the Employer to assist the Bargaining Committee in its functions.

(c) During his assigned working hours, no Bargaining Committee Member shall absent himself from his assigned work without the prior written approval of his Supervisor or designee.

APPENDIX "B"

BERRIEN COUNTY PROBATE AND JUVENILE COURT EMPLOYEES BARGAINING UNIT AFSCME

CLASSIFICATION AND GRADE TABLE

EFFECTIVE JANUARY 1, 2011

<u>CLASSIFICATION</u>	<u>GRADE</u>
COOK	3
DEPUTY REGISTER SECRETARY	4
ACCOUNTING TECHNICIAN FOOD SERVICE COORDINATOR DEPUTY REGISTER SENIOR	5
YOUTH SPECIALIST	6
FINANCE OFFICER	7
CASE MANAGER REINTEGRATION & FAMILY SERVICES COORD. JUVENILE PROBATION OFFICER	8
SENIOR PROBATION OFFICER THERAPIST	9

APPENDIX A (continued)

NEGOTIATION PROCEDURES

	2011	2012	2013
<u>Grade 6</u>			
Step 1	\$28,102	\$28,524	\$28,809
Step 2	\$29,507	\$29,950	\$30,249
Step 3	\$30,983	\$31,448	\$31,762
Step 4	\$32,532	\$33,020	\$33,350
Step 5	\$34,158	\$34,670	\$35,017
Step 6	\$35,866	\$36,404	\$36,768
Step 7	\$37,660	\$38,224	\$38,607
Step 8	\$39,542	\$40,136	\$40,537

<u>Grade 7</u>			
Step 1	\$29,440	\$29,882	\$30,180
Step 2	\$30,914	\$31,378	\$31,691
Step 3	\$32,459	\$32,946	\$33,275
Step 4	\$34,080	\$34,591	\$34,937
Step 5	\$35,785	\$36,322	\$36,685
Step 6	\$37,575	\$38,139	\$38,520
Step 7	\$39,453	\$40,045	\$40,445
Step 8	\$41,426	\$42,048	\$42,468

<u>Grade 8</u>			
Step 1	\$36,085	\$36,627	\$36,993
Step 2	\$37,890	\$38,458	\$38,843
Step 3	\$39,785	\$40,382	\$40,786
Step 4	\$41,772	\$42,399	\$42,823
Step 5	\$43,862	\$44,520	\$44,965
Step 6	\$46,056	\$46,746	\$47,214
Step 7	\$48,359	\$49,084	\$49,575

<u>Grade 9</u>			
Step 1	\$37,890	\$38,458	\$38,843
Step 2	\$39,785	\$40,382	\$40,786
Step 3	\$41,772	\$42,399	\$42,823
Step 4	\$43,862	\$44,520	\$44,965
Step 5	\$46,056	\$46,746	\$47,214
Step 6	\$48,359	\$49,084	\$49,575
Step 7	\$50,776	\$51,538	\$52,053

Section 1. Negotiations. The Parties agree that, at the request of either Party, negotiations over the terms and provisions of a successor Agreement may commence not more than sixty (60) calendar days before the termination date hereof, attempting to conclude such negotiations on or before said termination date.

Section 2. Negotiating Representatives. In any negotiations described in this Article, neither Party shall have any control over the selection of the negotiating Representatives of the other Party, except as is limited by Article 3, Section 2, above. It is recognized that no final Agreement between the Parties may be executed without ratification by the Union's bargaining unit members and by the Probate Judges; but the parties mutually pledge that the Representatives selected shall have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.

Section 3. Written Agreement. Any Agreement so negotiated shall be reduced to writing and signed by the authorized Representatives of the Union and of the Employer.

Section 4. Bargaining Sessions. Collective bargaining sessions shall be scheduled at mutually agreeable times, as provided by law. Union Bargaining Committee members who attend bargaining sessions during the times scheduled for work must secure permission to leave work from their supervisors and shall lose no pay or benefits as a consequence of bargaining.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. Rights. The Employer, on its own behalf and on behalf of the electors of the County, hereby retains and reserves to itself, except as limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including by way of illustration but without limiting the generality of the foregoing, the following rights: to manage and control administratively the Probate Court and its properties and facilities and the work-related activities of its employees; to hire all employees, to determine their qualifications and the requirements for their continued employment or termination, dismissal or demotion, and to promote and transfer all such employees; to determine the duties, responsibilities, assignments and other terms and conditions of employment of all of its employees; to define the qualifications of employees, including physical and/or psychological qualifications; to determine the size of the management/supervisory organization, its functions, authority, amount of supervision and table of organization; to determine the policy regarding the selection, testing, recruitment, training or hiring of employees; to determine or modify the responsibilities invested within a position; and to transfer or reduce personnel when, in the judgment of the Employer, such actions are deemed necessary. Unless otherwise specifically prohibited by this agreement, the employer may, from time to time, alter, amend, or discontinue such policies, or create new policies, in its sole discretion, provided that such policies do not violate the express terms of this agreement.

APPENDIX A

Salary Schedule

	2011	2012	2013
<u>Grade 3</u>			
Step 1	\$22,169	\$22,501	\$22,726
Step 2	\$23,277	\$23,626	\$23,862
Step 3	\$24,451	\$24,818	\$25,066
Step 4	\$25,662	\$26,047	\$26,308
Step 5	\$26,945	\$27,349	\$27,623
Step 6	\$28,292	\$28,717	\$29,004
Step 7	\$29,707	\$30,153	\$30,454
Step 8	\$31,192	\$31,660	\$31,976
<u>Grade 4</u>			
Step 1	\$24,386	\$24,752	\$25,000
Step 2	\$25,605	\$25,989	\$26,249
Step 3	\$26,884	\$27,288	\$27,560
Step 4	\$28,228	\$28,652	\$28,938
Step 5	\$29,640	\$30,085	\$30,385
Step 6	\$31,122	\$31,589	\$31,905
Step 7	\$32,678	\$33,168	\$33,500
Step 8	\$34,312	\$34,827	\$35,175
<u>Grade 5</u>			
Step 1	\$26,824	\$27,227	\$27,499
Step 2	\$28,165	\$28,588	\$28,874
Step 3	\$29,571	\$30,015	\$30,315
Step 4	\$31,055	\$31,521	\$31,836
Step 5	\$32,607	\$33,096	\$33,427
Step 6	\$34,238	\$34,752	\$35,099
Step 7	\$35,949	\$36,489	\$36,853
Step 8	\$37,747	\$38,313	\$38,696

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

The Employer agrees that no individual shall be discriminated against with respect to recruiting, hiring, compensation, promotion, discharge, or any other term, condition or privilege of employment, because of religion, race, color, national origin, age, sex, height, weight, physical disability, marital status or political affiliation, except where such factor constitutes a bona fide occupational qualification. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the applicable Michigan laws or any other national, state, county, district or local laws or regulations as they pertain to the Probate Court.

ARTICLE 5

UNION SECURITY

Section 1. Agency Shop.

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or tender to the Union the equivalent of the fees and periodic dues that are the obligations of members subject to the limitations of applicable federal and state law. The Union agrees to hold the Employer harmless from any and all legal claims which may arise through the application of this requirement.

(b) Employees who are not members of the Union and employees hired, rehired, reinstated or transferred into the bargaining unit within thirty (30) days after the date of hire and who are covered by this Agreement, shall be required, as a condition of continued employment, to become members of the Union or tender to the Union the equivalent of the fees and periodic dues that are the obligations of members subject to the limitations of applicable federal and state law for the duration of this Agreement. The Union agrees to hold the Employer harmless from any and all legal claims which may arise through the application of this requirement.

Section 2. Dues or Representation Fee Checkoff.

(a) The Employer agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues and initiation fees uniformly required, or the Union representation fees of any employee who is not a member of the Union, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see subparagraph d); provided, that the said form shall be executed by the employee. The written authorization for Union dues or representation fee deduction shall remain in full force and effect during the period of this Agreement.

ARTICLE 20

DURATION OF AGREEMENT

Section 1. Duration.

This Agreement shall take effect, January 1, 2011 and shall continue in full force and effect from said date until midnight on the 31st day of December, 2013 unless either Party hereto gives the other Party at least sixty (60) days written notice, by Certified or Registered Mail, before the end of the term of this Agreement or before the end of anniversary date thereafter of its desire to terminate, modify or change this Agreement.

Judges of the Berrien County
Trial Court

American Federation of State,
County & Municipal Employees
(AFL-CIO) Council No. 25

By: [Signature] 2/10/11
Alfred Butzbach Date
Trial Court Chief Judge

By: [Signature] 2-10-11
Date

By: [Signature] 2/10/11
Thomas E. Nelson Date
Presiding Judge
Family Division

By: [Signature] 2-11-11
Date

By: [Signature] 2/15/11
Date

By: [Signature] 2/15/11
Date

By: [Signature] 2/15/11
Date

Section 12. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior Agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be exerted in arbitration or otherwise.

The provisions of this Agreement may be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing and signed by the parties hereto.

(b) Dues, representation fees and initiation fees will be authorized, levied and certified in accordance with the Constitution and Bylaws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues, representation fees and/or initiation fees.

(c) Deductions shall be made only in accordance with the provisions of said Authorization for Checkoff of Dues or Representation Fees, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, representation fees, special assessments or any other deductions not in accordance with this provision.

(d) A properly executed copy of such Authorization for Checkoff of Dues form for each employee for whom the Union membership dues or representation fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Checkoff of Dues forms which have been properly executed and are in effect. Any Authorization for Checkoff of Dues which is incomplete or in error will be returned to the local Union's Secretary-Treasurer by the Employer.

(e) Checkoff deductions under all properly executed Authorization for Checkoff of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted on the first payday of the next calendar month and on the first payday of each calendar month thereafter.

(f) The Union will provide to the Employer any additional Authorization for Checkoff of Dues forms under which the Union membership dues are to be deducted.

(g) In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or Bylaws, refunds to the employee will be made by the local Union.

(h) Deductions for any calendar month shall be remitted promptly to such address designated to the designated financial officer of Michigan Council No. 25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions, and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

(i) An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he revokes his Authorization for Checkoff of Dues. Council No. 25 will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(j) The Union agrees to hold the Employer harmless from any and all legal claims which may arise out of the Employer's agreement to deduct dues, representation fees and initiation fees under this Section.

Section 3. Aid to Other Unions. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any Agreement with any such group or organization for the purpose of undermining the Union's representation in the bargaining unit described in Article 1, Section 1, of this Agreement.

Any division having a twenty-four (24) hour mandate because of its operation shall, within ten (10) days after ratification of this Agreement, prepare and furnish the Union with a list of emergency classifications.

For the purpose of this Section, "essential direct-care staff members" are defined as the following job classifications: Food Service Coordinator, Cooks, and Youth Specialist(s).

Section 8. Mileage. Reimbursable mileage shall be at the rate established by the Chief Trial Court Judge, but not less than the County reimbursement rate.

Section 9 Educational Reimbursement. An employee may request and the Family Division Administrator may approve, with concurrence of the Chief Probate Judge/Presiding Judge of the Family Division, Court paid education and training for workshops, seminars, and other educational opportunities, provided that such costs have been allocated in the Court's current operating budget. Any Court employee who received Court paid education or training over a period of two weeks or more shall be required, as a condition of receiving such education and training, to sign an agreement to reimburse the Court for the cost of such education or training on a pro-rata basis, if he/she resigns or is discharged from Court employment within one (1) year after completing such education or training. College course reimbursement will be consistent with Standards prescribed within County Policy #1240.

Section 10. Personnel File. Any employee covered by this Agreement may view the contents of his/her personnel file in the Court in the presence of a member of the Court staff at any reasonable time, upon request.

Section 11. Severability. If any section of this Agreement, or of any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto, or the application of such section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

emergencies, such determination and an announcement thereof shall be made on radio station WHFB AM/FM and WNIL in Niles before 7:30 a.m. by the Chairman of the Board of Commissioners or, if he is unavailable, by his designee. If a County facility is not closed during inclement weather, and if an employee is unable to report for work because of such weather, he may request the use of sick leave, compensatory time, personal time or vacation allowance to avoid a salary deduction, and such approval shall not be unreasonably withheld. If County facilities are closed as a result of the announcement, employees regularly scheduled to work on that day shall receive a normal day's pay and not be expected to report for work.

If the County fails to make such timely notification, employees who report to work shall receive two (2) hours of straight-time pay as compensatory time in addition to their regular pay for that day. If an employee for whatever reason is required by the Employer to report for work when a County facility is closed, he shall be compensated at the appropriate rate of pay for the hours worked, in addition to the normal day's pay received by other employees.

Employees in a facility which is operated on a 24-hour basis may be required to remain at that facility because of dangerous roads or other uncontrollable circumstances. If an employee assigned to such a facility is unable to report to work because of the same conditions, the Employer may provide transportation to work. If he does so, the Employer also must provide return transportation, when the employee is released from work. If that employee is requested to continue work beyond his regular schedule, he shall be paid time and one-half (1-1/2) his regular straight-time rate. But no employee shall be required or permitted to work more than two (2) daily schedules (shifts) in any twenty-four (24) hour period. If the employer tells the non-essential employees that they do not have to come in, then those employees who are essential employees and have to come in, will receive time and one-half for all hours worked that day, regardless of how many hours they have worked that week.

ARTICLE 6 PROHIBITIONS

Section 1. No Strike - No Lockout. The Union agrees that during the term of this Agreement there shall be no interruption of services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall 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 Employer premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Employer. During the life of this Agreement the Employer shall not cause, permit or engage in any lockout of its employees. Both the Employer and the Union reserve all rights to seek legal redress for any violation of this Section. Nothing contained in this Section shall be construed as a waiver of any such right to which either party is entitled.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition of Grievance. A grievance is defined as a claim of a violation of a specific provision or of provisions of this Agreement. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and it shall set forth the facts pertaining to such alleged violations and the specific events giving rise to alleged violations.

Section 2. Lost Time. For working time necessarily spent in investigating, provided that such time is reasonable, or for presenting a grievance, or in discussing such grievance with a representative (or representatives) of the Trial Court Family Division, the stewards, and the Chapter Chairperson shall be paid at their regular straight-time rate for those hours during which they would otherwise have been at work for the Trial Court Family Division, it being agreed that such investigation or discussion shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall any such Union representative leave his work for such purposes without first obtaining permission from his supervisor and turning his work over to a replacement, who shall be provided by the supervisor as promptly as it is practical under the circumstances.

Section 3. Grievance Procedure. It is agreed that any grievance must be presented in writing within ten (10) working days from the event that caused the grievance or the grievant's first knowledge thereof. Back pay shall be limited to the amount of the wages the employee would have earned, less any amount received by him from employment, self-employment or unemployment compensation that he would not have earned if he had been employed.

Monetary settlements must be approved by the Chief Trial Court Judge and/or the Presiding Judge of the Family Division, before they shall be final.

those included in the agenda. This meeting may be attended by a representative of the Family Division and/or a representative of the Union. Representatives of the Chapter will be compensated at their straight-time regular rate of pay for scheduled work hours lost while in attendance at these joint meetings.

Section 5. Physical Examinations. Employees may be required to submit to a physical examination by a physician designated by the Employer. The expense of such examination shall be borne by the Employer. The purpose of any such examination shall be to determine whether the employee meets the minimum standards of fitness required for the employee's job classification. The employer may implement a random drug-testing program, at the employer's expense, pursuant to the policy, procedures and guidelines implemented for nonunion employees of the court. If a member of this bargaining unit requests a "triple-split" of a specimen sample, the lab will provide a sample to the tested employee for that employee to seek an independent evaluation of the sample at the employee's own expense.

Section 6. Rules and Regulations.

(a) Every employee is expected to conduct himself or herself in a manner that will reflect credit upon the Berrien County governmental and judicial organization of which he or she is a part. The Employer may adopt reasonable rules and regulations governing employee's conduct and dress and a code of ethics where appropriate. The specific rules and regulations concerning bargaining unit employees shall be submitted to the Union fifteen (15) days in advance of their effective dates by the Family Division Administrator.

(b) Upon request, any violent offense or threat of violent offense against any member of the bargaining unit by a resident, client, or a family member of a client or resident, shall be reported by the Division Director or his designee to the appropriate law enforcement agency for investigation.

Section 7. Emergency Closing of County Facilities.

Subject to limits imposed by law, when it is deemed to be in the best interest of the County to close County facilities or to curtail services as a result of inclement weather or

ARTICLE 19

MISCELLANEOUS

Section 1. Captions. The captions used in sections of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 2. Bulletin Boards. The Employer will provide bulletin boards in an area generally accessible to all employees in each building where bargaining members are stationed, which may be used by the Union for notices of:

- (a) Recreational and social events
- (b) Elections
- (c) Meetings
- (d) Other general Union business of a non-derogatory nature.

It is the Union's responsibility to police its own notices and to keep the postings current.

Section 3. Veterans' Rights. Re-employment rights of veterans will be in accordance with applicable state and federal law. Employees who are in the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay, if their regular pay exceeds their military pay. In addition to any pay differential, an employee may use accrued vacation leave when he is on full-time, active duty in the Reserve or the National Guard, provided proof of service and pay are submitted. A maximum of fifteen (15) calendar days per year shall apply to any pay differential.

Section 4. Special Conferences. Special conferences for important matters, including safety, will be arranged at the mutual consent of the Parties between the Chapter Chairperson and the Employer or its designated representative at mutually convenient times and places, when there are important matters to discuss. Such meeting shall be between representative(s) of the Employer and at least two (2) representatives of the Chapter.

Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to

(a) Step 1. An employee and/or his steward or Chapter Chair shall discuss a grievance with the employee's immediate supervisor. This supervisor shall give his written decision no later than the end of the third (3rd) working day following the discussion. If the grievance is thus satisfactorily settled; the settlement shall be signed by his supervisor, and a copy of the settlement shall be given to the employee and the steward or Chapter Chair.

(b) Step 2. Family Division Administrator If the grievance is not settled through Step 1, it shall state the date it was denied by the Supervisor in Step 1, shall be signed by the Employee and his Steward or Chapter Chair, shall be presented to the Family Division Administrator or his designee no later than the end of the fifth (5) working day following receipt of the disposition of the grievance at Step 1. The Steward or Chapter Chair's signature shall constitute certification that s/he has read the grievance and to the best of his/her knowledge, information and a reasonable investigation, believe that the grievance is well grounded in fact, and by the written terms of the Collective Bargaining Agreement. The Family Division Administrator shall endorse the Steward or Chapter Chair's copy of the grievance to show the date of receipt.

If the Steward or Chapter Chair requests a meeting with the Family Division Administrator, or his designee, such a request shall be in writing, and submitted to the Family Division Administrator along with the grievance. A meeting shall be scheduled within ten (10) working days, and either party may have present at such meeting its attorneys, consultants or non-employee representatives, as it shall select.

The Family Division Administrator shall render his written disposition of any grievance so filed no later than the end of the fifth (5th) working day following the day of the meeting (if a meeting is requested) or his receipt of the grievance, and he shall give a copy of his disposition to the employee's steward or the Chapter Chairperson, who shall endorse the Family Division Administrator's copy to indicate receipt by the Union of such disposition and the date of such receipt.

(c) Step 3. Presiding Judge of the Family Division. If the Steward or Chapter Chair and representatives of the Employer cannot settle the grievance at Step 2, the Steward or Chapter Chair may submit the unsettled grievance to the Presiding Judge of the Family Division the fifth (5th) working day following receipt of the disposition of the grievance at Step 2. The Presiding Judge of the Family Division shall endorse the Steward or Chapter Chair's copy of the grievance to show the date of receipt.

If the Steward and or Chapter Chair requests a meeting at Step 3, such request shall be in writing, and submitted to the Presiding Judge of the Family Division along with the grievance. If the Presiding Judge requests a meeting at Step 3, such request shall be in writing and submitted to the Chapter Chair along with the grievance. A meeting shall be scheduled within ten (10) working days, and either party may have present at such meeting its attorneys, consultants or non-employee representatives, as it shall select.

The Presiding Judge of the Family Division, or his designee, shall give his written disposition of the grievance to the Steward or Chapter Chair within ten (10) working days following receipt from Step 2, or if a meeting is held the Judge shall give his written disposition within ten (10) working days following said meeting.

Section 4. Arbitration Request. Should the grievance remain unresolved after, Step 3, the Union may request the matter to be arbitrated, provided the grievance is arbitratable. If it does not do so in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the disposition given to it in Step 3. A Representative of Council 25 or the Union shall, within 30 calendar days after conclusion of, Step 3, notify the Family Division Administrator in writing that it elects to take the matter to arbitration.

Section 5. Selection of Arbitrator. Within ten (10) working days of the receipt of notice of the Union's intent to arbitrate, the parties shall attempt to agree mutually upon an arbitrator, who shall decide the grievance.

- 2) Vesting will occur after five (5) years of full-time credited service. For employees hired after 1-1-11, vesting will occur after ten (10) years of full-time credited service.
- 3) Enhanced survivor benefits - A survivor pension shall be paid for life to the designated survivor pension beneficiary of a deceased participant or vested former participant who has elected optional form of payment Option 50% and designated a survivor pension beneficiary in accordance with the provisions of the Retirement Ordinance, if the following requirements are met:
 - a) the designated survivor pension beneficiary files a written application for the pension with the Plan Administrator; and
 - b) the participant or vested former participant, at the time of death, had five (5) or more years of credited service.
- 4) Pop-Up Provision - Effective October 18, 1993, when an employee selects a beneficiary option at the time of retirement and the beneficiary is subsequently removed as a result of death, the retirement selection shall automatically revert to the straight life allowance.

(c) Any improvements to the Berrien County Pension Plan, approved by the Berrien County Pension Board, and ratified by the Berrien County Board of Commissioners, together with any associated costs shall be collectively offered to all employees covered by this Agreement.

(d) If the County re-creates, by Board of Commissioner Resolution, a Pension Board whereby members are elected by Union affiliation, then AFSCME Local 2757 would be granted the same consideration.

The County reserves the right to deny reimbursement for any claim for which inadequate information is provided by either the attending dentist, Optometrist or Dr. of Ophthalmology, or employee. (DDS or MD/DDS) (for dental), or doctor of Ophthalmology or Optometrist (for optical).

Section 7. Opt Out of Health Insurance Coverage Effective January 1, 1999, employees may opt out of the health insurance coverage offered by the County. Employees who so choose to opt out of health insurance coverage do not pay the required monthly premium (tax-deferred) referenced in Article 18, Section 2. Employees who choose to opt out of health insurance coverage must complete the required form. Employees may opt back into the health insurance program offered by the County during open enrollment of each calendar year or if a qualifying event (defined on the opt out form) occurs.

Section 8. Pension Plan.

Section 8. Pension Plan.

(a) New employees, when eligible, shall sign an application to participate in the Berrien County Pension Plan. Effective the first full pay period after all parties ratify this Agreement, Employees shall contribute SEVEN POINT ZERO SIX PERCENT (7.06%) of gross wages to the Plan and the County shall contribute such percent of payroll as calculated and as recommended each year by the Retirement Plan Actuary. Effective January 1, 2007, the multiplier used for all employees retiring under this Agreement shall be 2.0%. Effective January 1, 2007, normal retirement eligibility will be either age sixty (60) with five (5) years of service or WHEN YOUR AGE (YEARS Plus Months) is equal to 80 or age fifty five (55) provided the employee has twenty five (25) years of credited service.

(b) Current Pension Plan benefits which may not be reduced during the term of this Agreement include:

- 1) Allowing the use of up to six (6) months of accrued, unused sick leave to be rolled over into the pension computation at the time of retirement.

If no agreement is reached, then the Union shall request the Federal Mediation and Conciliation Service for its assistance in selecting an arbitrator according to its rules and regulations.

Section 6. Arbitrator's Powers. The Employer, the employees, the Union and the independent arbitrator shall be subject to the following:

(a) The arbitrator's powers shall be limited to the application and interpretation of this agreement as written, and he shall at all times be governed wholly by the terms of this agreement. He shall have no power or authority to amend, alter or modify this agreement in any respect. The arbitrator shall have no power to hear any disputes involving the exercise of any of the Employer's reserved and inherent rights not specifically limited by the express terms of this agreement. It is the intent of the Parties that arbitration shall be used during the life of the agreement to resolve grievances, which arise concerning the express provisions of this agreement, which reflect the only concessions, which the Employer has yielded.

(b) In suspension or discharge cases, the Employer shall bear the burden of establishing just cause for the imposition of discipline. The arbitrator shall not substitute his judgment for that of the Employer as to the severity of the penalty selected unless the Union proves that the Employer acted arbitrarily, capriciously and without reason.

Any modification of a penalty must be supported by express written findings of fact justifying the modification. The arbitrator's failure to so justify a modification, or the substitution of his or her judgment for that of the Employer as to the reasonableness of any penalty without an express finding that the Employer acted arbitrarily, capriciously and without reason shall render his or her decision appealable and subject to vacating in a court of law. If either party appeals an arbitrator's decision modifying a disciplinary penalty and such appeal is denied, that party shall pay to the prevailing party its reasonable costs and fees, including attorneys fees, incurred in defending such appeal.

(c) It shall not be within the jurisdiction of the arbitrator to change an existing wage rate or rule upon the exercise of the Employer's rights not otherwise specifically abridged by this Agreement.

(d) The cost of arbitration shall be shared equally between the Employer and the Union in the case of a divided award. The Union shall bear the cost of arbitration if the grievance is denied, and the Employer shall bear the cost of arbitration if the grievance is sustained. The arbitrator's decision on an arbitratable matter within his jurisdiction shall be final and binding upon the employees, the Union and the Employer; provided, however, that either party retains all legal rights to challenge arbitration and decisions thereof, where the award was procured by fraud or undue means, or where the arbitrator was guilty of misconduct or exceeded his powers or jurisdiction.

Section 7. Discipline

(a) Investigatory Meeting.

Upon request, an employee shall have a union representative present at an investigatory meeting, which the employee believes could lead to disciplinary action.

(b) Disciplinary Meeting. Unless otherwise requested, an employee shall have a union representative present when he/she is disciplined. The union representative will be allowed a brief period of time to confer with the employee prior to the meeting. At the disciplinary meeting, the union representative and or the employee will be provided an opportunity to respond. If, during the course of this meeting, the Employer finds it necessary to continue the investigation, the meeting shall be adjourned to allow for further investigation. The meeting will be reconvened as soon as the investigation is completed. The Employer agrees to provide copies of any disciplinary action taken to the employee and the union representative by the conclusion of the meeting. In circumstances where this is not possible, written notification of the discipline will be provided to the employee and union representative without unnecessary delay.

Suspensions without pay, pending the outcome of an investigation, shall be no longer than ten (10) working days. If the investigation has not been completed by the end of the tenth (10th) working day, the employee shall be returned to work or his suspension will be continued with his regular rate of pay.

Section 5. Life Insurance. The County shall pay, to a reputable insurer of its choosing, the required premium to provide group term life insurance coverage in the amount of \$50,000 to all Full-time employees covered by this Contract. Regular part-time employees may elect to receive this benefit on a pro-rata basis.

Section 6. Dental/vision Reimbursement. Effective February 1, 2008, reimbursement shall increase by \$50.00. Members of the bargaining unit and their eligible dependents shall be reimbursed up to a maximum of eight hundred and fifty dollars (\$850.00) per calendar year per family for combined dental and vision costs. Effective, January 1, 2009, reimbursement shall increase by \$50.00. Members of the bargaining unit and their eligible dependents shall be reimbursed up to a maximum of (\$900.00) per calendar year per family for combined dental and vision costs. These costs shall be paid by the County Personnel Department pursuant to County policy and pursuant to paid receipts submitted by the employee. This reimbursement program shall not be construed as an insurance program or plan, and it is available to reimburse only those costs not otherwise covered by another plan or program.

Receipts must be submitted no later than the last day of the quarter in which service was rendered. If submitted after that day, consideration for payment will be delayed until the end of the quarter in which the submission occurs. Reimbursement will be issued on the third Thursday immediately following the close of the quarter. Receipts should be submitted to the County Administration Office, Courthouse, and St. Joseph. All services must be rendered by a properly licensed doctor of dental surgery (DDS or MD/DDS) (for dental), or doctor of Ophthalmology or Optometrist (for optical).

If coverage for union member of his/her dependent is available through his/her spouse, an explanation of benefits (EOB) form from spouse's plan must accompany the receipt. The union member will be reimbursed for the difference between the charge(s) shown on the receipt and the amount paid by spouse's plan (as shown on the EOB).

Receipts must show the date of service, the service performed, for whom the service was performed, the cost of the service, and the amount of the patient's payment.

The County reserves the right to contact the dentist, Optometrist or Dr. of Ophthalmology, to confirm and/or clarify the information contained on the receipt.

ARTICLE 18

INSURANCE AND PENSION

Section 1. Workers' Compensation Benefits. In cases of a work-incapacitating injury or illness for which an employee is eligible for disability benefits under the Michigan Workers' Compensation Law, the employee may use accumulated sick leave to the extent available to make up the difference between Workers' Compensation and regular pay. In no case shall double payments or coverage be allowed.

Section 2. Health Care Insurance. The Employer will provide and maintain for all full-time employees and their dependents, health care insurance as provided for in the Berrien County Comprehensive Health Care Plan (Appendix "C"). Effective - January 1, 2011 the employee shall contribute 15% of the monthly premium (tax-deferred) toward the cost of health insurance. This coverage shall be effective 90 (ninety) days after an employee's first day of work for the Trial Court.

Section 3. Insurance Carriers. The Employer reserves the right to change insurance carriers, both with respect to the group hospitalization and the group term life insurance, provided that equivalent or comparable benefits overall are provided under any new insurance program.

Section 4. Health Care Insurance for Retirees. Employees who retire under the auspices of the County Retirement System, by moving directly from active status to retired status, may elect to be covered under the Hospitalization, Surgical, Medical Plan offered to County retirees, provided they pay fifty percent (50%) of the medical insurance premium. Retirees may also elect to have dependent medical insurance coverage, provided they pay the entire insurance premium, less fifty percent (50%) of the premium for a single employee.

(c) Appeal of Discharge or Suspension. Should the discharged or suspended employee or the steward consider the discharge or suspension to be improper, a grievance may be filed in writing at Step 2 of the grievance procedure within five (5) regularly scheduled working days of the discharge or suspension. In the event no grievance is filed within that period, the matter shall be deemed dropped by the employee and the Union.

(d) Use of Past Record. With the exception of incidents involving moral turpitude, the Employer will not base disciplinary action on any rule infractions occurring more than two (2) years prior to the date of discipline. It is understood, however, that a falsification of an employment application may be grounds for dismissal at the time it is discovered or reported by the Employer.

(e) Written Reprimands. A written reprimand is any document which is used as a disciplinary action and is given to the employee, the steward, the Chapter Chairperson and is maintained in the employee's personnel file and may be used in future disciplinary action. Written reprimands will be stated as such.

Section 8. Grievance Resolution. It is understood and agreed that any grievance settlement arrived at hereunder between the Employer and the Union is binding upon both parties and cannot be changed by any individual employee.

Section 9. Time Limits.

(a) Time Limits. If the Employer representative fails to provide disposition of a grievance within any time limit set forth for him herein, the grievance shall be automatically advanced to the next step excluding arbitration. Saturday, Sunday, and recognized holidays shall not be considered as working days in any part of this grievance procedure.

(b) Time Limit Waiver. The time limit requirements as set forth herein may be waived only by mutual consent between the parties. Any such waiver shall be in writing and shall be signed by a representative of both the Union and the Employer.

Section 10. Arbitration Waiver. The Union acknowledges that, as a right to have arbitration as provided herein on behalf of itself or any employee that it represents, it

agrees that no action will be instituted in any court or before any administrative tribunal or agency until all of the grievance and arbitration proceedings established herein have been followed. The arbitration decision will be final and binding on the Employer, Union and employees; provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded his jurisdiction or that such decision was obtained through fraud or other unlawful action.

ARTICLE 17

VACATIONS

Section 1. Vacation Eligibility. Vacation time is earned biweekly at the end of each pay period beginning with an employee's date of hire. The accrual rate is in accordance with the following schedule; any change in accrual rate is based on the employee's date of hire. Vacation pay shall be at the employee's rate when he begins his vacation.

1st –3rd year:	2 weeks at his normal workweek
4th – 13th year:	3 weeks at his normal workweek
14th – 19th year:	4 weeks at his normal workweek
20 or more years:	5 weeks at his normal workweek

Vacation may be accumulated up to six (6) weeks. When this maximum is reached, the Employer may require the employee to use additional accrued vacation time. It is expressly agreed that an employee may not use or be compensated for any vacation, until after he has completed one (1) year of continuous employment. Any unpaid accrued vacation shall be payable upon separation from employment for all employees who have one (1) or more years' seniority.

Section 2. Vacation Scheduling. Vacation schedules shall be arranged with the prior approval of the Division Director or Director's designee. In cases of conflict seniority shall govern, provided written notice of vacation request shall be submitted at least thirty (30) calendar days in advance. For purposes of using vacation, compensatory or holiday time, employees shall receive the approval/denial of their request from the Division Director or designated supervisor at least two (2) shifts prior to the employee's regularly scheduled shift or twenty-four (24) hours in advance for all other employees not working a direct-care shift at the Juvenile Center, unless otherwise mutually agreed. The supervisor shall not unreasonably deny the request.

2. If the employee is absent/tardy sixty (60) or more minutes, he shall lose the eight (8) hours of comp time for that holiday.
3. If the employee is tardy/absent more than one of these days (last workday before, first workday after, or the holiday itself) he shall lose the eight (8) hours of comp time for that holiday.

Section 3. Juvenile Center Holiday Scheduling. If an Employee is scheduled to work on a holiday, and works on the holiday, he shall be compensated at his straight-time rate of pay in the form of compensatory time for all hours worked. If the holiday falls on an employee's normally scheduled day off, he shall receive eight (8) hours compensatory time consistent with Article 12, Section 1 C.

ARTICLE 8

SENIORITY, PROBATIONARY PERIOD, AND LENGTH OF SERVICE

Section 1. Seniority Defined. Seniority shall be defined as the length of continuous Full-time employment with the Employer since the employee's most recent date of hire with this bargaining unit.

Section 2. Seniority Accrual. Seniority shall continue to accrue during all periods of active employment, during periods of paid leaves of absence, during the first thirty (30) working days of an unpaid leave of absence, during absences covered by worker's compensation or absences compensated by Employer provided long-term disability, for the first ninety (90) working days of a layoff, and during the first thirty (30) working days an employee leaves the bargaining unit to take another position with the Employer or Berrien County Government. When seniority no longer accrues as described herein above, it shall remain frozen until the employee returns to active employment.

Section 3. Seniority List. The Employer agrees to furnish the Union with a Seniority List quarterly. On or after the effective date of this Agreement employees who are hired on the same date shall be placed on the Seniority List in rank order of the last four (4) numbers of the Social Security Number from lowest to highest.

Section 4. Super Seniority. For the purpose of layoff and recall only, stewards and the Chapter Chairperson shall be considered to have the greatest seniority of all employees in their respective departments (unit-wide for the Chapter Chairperson), provided that such employee must have the skill, ability and qualifications necessary to perform the required work.

Section 5. Loss of Seniority. An employee shall lose his seniority for the following reasons only:

(a) He quits.

(b) He is discharged, and the discharge is not reversed through the procedure set forth in this Agreement.

ARTICLE 16

HOLIDAYS

(c) He is absent for three (3) consecutive working days without contacting his immediate supervisor. In proper cases exceptions may be made by the Family Division Administrator. After such absence the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure. This Section shall not excuse an employee for being absent from work nor shall it act as a waiver of the Employer's rights to issue disciplinary action due to an employee's absence from work in appropriate cases.

(d) If he does not return to work when recalled from layoff, as set forth in the recall procedure. In proper cases exceptions may be made by the Employer.

(e) Return from sick leave and leaves of absence will be treated as provided in subsection (c) above.

(f) If the employee is on layoff for a period of one (1) consecutive year, or the length of his seniority, whichever is lesser.

Section 6. Probationary Period. All employees shall be on probation for the first twelve (12) months of their employment, beginning with the first day of work for the Employer as a Full-time bargaining unit employee. Non-probationary employees who are hired for a posted position, other than their current position, will be on probationary status for the first ninety (90) work days actually present at work. Employees on probation shall not have seniority during such period, but upon completion of their probationary periods they shall have seniority dating back to their last dates of hire. Probationary employees may be terminated or laid off at the sole discretion of the employer and shall not have recourse to the grievance and arbitration procedures of this Agreement.

Section 1. Recognized Holidays. An employee shall be entitled to holiday leave with pay at his regular straight-time rate on the following recognized holidays:

New Year's Day.....	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Spring Holiday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day.....	November 11
Thanksgiving Day.....	4th Thursday in November
Day after Thanksgiving	
Christmas Day.....	December 25
Day before or after Christmas*	

*Last working day before the day on which Christmas is celebrated, except when said day is Monday or Thursday, in which case the extra holiday will be celebrated the day after Christmas.

If any of the above holidays falls on a Sunday, then the Monday following shall be considered as the legal holiday. If any of the said holidays falls on Saturday, then the Friday preceding shall be considered as the legal holiday.

If a paid holiday occurs during an employee's scheduled vacation, he shall receive one (1) extra day of vacation. No holiday pay will be paid to an employee for any holiday which occurs after his termination from employment, or while he is on a leave of absence, or while he is absent without pay due to disability, or while he is laid off.

Section 2. Holiday Eligibility. In order to be eligible for such holiday pay, an employee must meet the following criteria:

If an employee is absent/tardy on the last scheduled workday before a holiday, the first scheduled workday after a holiday, or on the holiday itself, that absence/tardy shall be treated in the following manner:

1. If an employee is absent/tardy at least one (1) minute but less than sixty (60) minutes, he shall lose one (1) hour of his holiday accumulation for that holiday.

Section 7. Bereavement Leave. An employee who has completed his probationary period may be granted a maximum of five (5) work days as Bereavement Leave following the death of the employee's spouse, spouse's parents, child, parents, or grandchild.

An employee who has completed his probationary period may be granted a maximum of three (3) work days as Bereavement Leave following the death of the employee's grandparents, Spouse's grandparents, sisters, brothers, stepparents, stepsisters, stepbrothers, stepchildren, brother-in-law, sister-in-law.

In the event of the death of an employee's aunt or uncle, one day of sick leave may be used to attend the funeral.

In the event of lengthy travel or other circumstances related to the death of a relative listed above, an employee may request and the Employer may grant the use of up to three (3) days of sick leave. The Trial Court Administrator, or his/her designee, shall have the sole discretion to grant this additional time. The use of sick leave in accordance with this section shall not count toward the Juvenile Center's attendance policy or effect holiday eligibility per Article 16, Section 2.

Section 8. Military Leave. Notice for a Military Leave of Absence shall be made to the Family Division Administrator as soon as the employee is notified for acceptance into military service and, in any event, not less than two (2) weeks prior to the employee's departure, where possible. An employee on Military Leave shall retain any unused Sick Leave or Vacation Allowance accrued, and rights under such provisions and/or re-employment rights shall be governed by applicable federal and state laws and regulations.

Section 9. Return from Leave. An employee shall be returned to the position that he held at the time the leave began.

However, if an employee is terminated or laid off during his probationary period and is returned to work by the Employer within sixty (60) calendar days of such layoff or termination and works at least one (1) calendar month, he shall be credited with the prior period of work toward completion of his probationary period.

Section 7. Length of Service Defined. Length of Service as distinguished from Seniority shall be defined as the period of time an employee has been employed as a Full-time employee by the Probate Court or Berrien County employing units since his most recent date of hire.

Section 8. Use of Length of Service. Length of Service shall be used for calculating benefits such as vacation accrual, sick leave accrual, and advancement on the salary schedule, as provided in this Agreement. Pension benefits shall be calculated in accordance with the Pension Plan document.

Section 9. Length of Service Accrual.

(a) An employee shall continue to accrue length of service for all periods of active employment, during periods of paid leaves of absence, or during the first thirty (30) working days of unpaid leaves of absence, with the Employer.

(b) Length of service shall not continue to accrue, but shall remain frozen, after thirty (30) working days during periods of unpaid leaves of absence, during absences covered by worker's compensation, absences compensated by Employer provided short-term disability, or when an employee is laid off.

(c) Length of service shall be lost when the employee quits or is terminated from employment with the Employer.

ARTICLE 9

VACANCIES AND PROMOTIONS

Section 1. Full-Time Positions. Vacancies approved to be filled in full-time positions in the bargaining unit shall be posted on a bulletin board for seven (7) calendar days. The posting shall contain the minimum qualifications for the job. Employees who wish to be considered for such positions shall sign their names on the posting. Temporary vacancies or vacancies created by leaves of absence of less than ninety (90) calendar days, or vacations, shall not be posted. The Employer shall furnish the Chapter Chairperson and stewards a copy of each posting, the names of the bargaining unit applicants, if any, and name of the person selected. No probationary employee shall be permitted to transfer under this Section unless mutually agreed.

Placement or advancement within the bargaining unit shall be based upon factors such as demonstrated ability, dependability, experience, education and/or training, and such other factors or qualifications as may be pertinent to the particular job vacancy or new position to be filled. The vacancy will be awarded to the applicant, whether from within the bargaining unit or from outside, who possesses the best qualifications in the department head's final judgment. However, the department head shall give consideration to all bargaining unit applicants, who meet the minimum qualifications as posted. The Union has the right to grieve, if the department head has abused his discretion by using non-uniform evaluative criteria.

An employee transferred to an equal or lower paying position hereunder shall be paid the rate of the job to which he is transferred at the same experience level that he received in his former classification. An employee promoted hereunder shall be placed at that step of the higher pay grade, which is recommended by the Division Director and approved by the Family Division Administrator. In no case shall the employee be paid less than the annual salary which is at least five hundred (\$500.00) greater than the annual salary he was being paid prior to the promotion nor shall he be placed at a higher step in the new pay grade than he was at prior to the promotion.

Employees absent during the posting period due to paid leaves, shall have the right to bid on positions posted during his absence, provided the job has not been filled.

Section 3. Personal Leave of Absence.

(a) Employees may be granted a Personal Leave of Absence without pay at the discretion of the Employer. A request for a Personal Leave of Absence shall be in writing on the required form and signed by the employee. Requests for a Personal Leave of Absence should be filed at least thirty (30) days before such leave is desired. Personal Leaves of Absence shall ordinarily not exceed thirty (30) calendar days. However, for unusual circumstances additional time may be granted. If an employee does not return to work at the end of any approved leave of absence, the employee shall be considered as having voluntarily quit, as provided in Article 8, Section 5(c), above, unless contrary arrangements had been made with the Employer.

(b) Health Care and Life Insurance. Premiums for these coverages shall be paid through the end of the month following the month in which the leave began. An employee must pay the required insurance premiums thereafter during such leave in order to maintain insurance coverage.

Section 4. Educational Leave. Employees may be granted Educational Leaves of Absence without pay in order to pursue an educational program designed to further an employee's work-related skills. Fringe benefits do not accrue during an Educational Leave of Absence without pay. Seniority shall be frozen for the entire leave.

Section 5. Required Time Use. An employee must use all accrued compensatory time before beginning a Personal Leave or an Educational Leave.

Section 6. Union Leave of Absence. The Employer agrees to grant a leave of absence without pay to two (2) employees selected by the Union to attend an official Union convention.

Additional employees may make a request for a leave of absence; but whether such request shall be granted shall depend upon whether, in the Employer's judgment, such leave does not unreasonably interfere with the normal operations of the Employer.

(b). Medical Leave: An employee who has a serious medical condition may be granted a medical leave of absence beyond the twelve (12) weeks allowed under FMLA as detailed above. Total time off shall not exceed six (6) months of time, unless the Employer, in its discretion, grants extensions to this six (6) month medical leave. Employees must exhaust all their accumulated sick leave prior to the granting of an unpaid medical leave of absence. The employee must request the leave with valid medical proof that such a leave is warranted.

(c). Benefits during a leave of absence: During the twelve weeks of FMLA, the employee shall pay the same premium co-payment required of active employees regardless of whether the leave is paid or unpaid. If the leave of absence is fully paid by the employee using accumulated sick, vacation or compensatory time, all benefits shall continue just as if the employee were actively at work.

Employees hired prior to January 1, 2006, will be allowed to continue to pay the 10% premium co-payment to continue health insurance during the first 6 months of medical leave, whether said leave is paid or unpaid.

For employees hired on or after January 1, 2006, if the leave of absence is without pay, the employee shall pay the full cost of health care beginning the first day of the next calendar month until the end of the unpaid medical leave.

If the employee opts not to pay for health care, health care insurance will be reinstated without a waiting period once the employee returns to active duty. Seniority shall continue to accrue for the first ninety (90) calendar days of a medical leave of absence, after which seniority shall be frozen for the remainder of the leave. Credited service in the Berrien County Employee Amended Retirement Plan shall only continue to accrue for the first thirty (30) calendar days of an unpaid medical leave. Sick leave and vacation shall not accrue during a leave without pay.

Section 2. Temporary Transfer. The Employer may fill temporary vacancies or vacancies created by leaves of absence, vacations or vacancies which exist while the posting and bidding process is taking place by temporarily transferring employees for a period not to exceed 60 working days.

Section 3. Trial Period and Re-bidding. An employee who is transferred to or successfully bids upon a job vacancy or new position shall be subject to a thirty (30) day trial period under the direction of the Division Director or other supervisor, in order to determine his ability to perform the job satisfactorily, in the opinion of the Employer. If at any time during the trial period the Employer determines that the employee is not satisfactorily performing the job, the Employer shall return the employee to his former classification, department, and rate of pay, without loss of seniority. In such event, the Division Director will advise the employee in writing of the reasons for doing so. Such decision will be subject to the grievance procedure beginning at Step 2. At any time during the trial period, the promoted employee may on his/her volition, request in writing to be relieved of the new classification and be returned to the former classification and former rate of pay without loss of seniority.

Section 4. Temporary Work in Higher Classification. If, in the opinion of the Employer, there is a temporary deficiency of employees in any position covered hereby, the Employer shall offer to the employees in the unit in which the deficiency exists, on the basis of seniority and classification, a temporary assignment to such position. Employees, who are assigned temporarily to fill a vacancy due to the absence or unavailability of another employee in a higher classification, for a period of seven (7) working days shall be paid at the higher Grade and at the step which is at least five hundred (\$500.00) greater than the annual salary he was being paid prior to the temporary assignment, nor shall he be placed at a higher step in the new pay grade than he was at prior to the temporary assignment. The temporarily assigned employee shall perform all duties and accept all responsibilities of the higher classification. A temporary assignment shall not extend beyond sixty (60) calendar days, unless mutually agreed upon.

ARTICLE 10

WAGES AND CLASSIFICATIONS

Section 1. Salary Schedule

(a) Salaries will be paid in accordance with the Salary Schedule attached to and made a part of the Agreement as Appendix "A". Appendix A provides for a wage increase of 1.5% effective January 1, 2011 for calendar year 2011; a wage increase of 1.5% effective January 1, 2012 for calendar year 2012; and a wage increase of 1.0% effective January 1, 2013 for calendar year 2013.

(b) Notwithstanding the provisions of Appendix "A", the Employer may hire in a new employee or advance a present employee within an approved classification only up to and including the Step 6 level. Thereafter, the employee shall advance to the next step in accordance with the above provisions; provided however, the experience level shall not be used to determine seniority. The Employer shall advise the Union whenever this provision is applied.

(c) The salary schedule(s) are based upon a seven and one-half (7-1/2) hour day and a thirty-seven and one-half (37-1/2) hour, five-day week, for certain employees and upon an eight (8) hour day and forty (40) hour, five-(5) day week for other employees, as outlined in Article 11.

Section 2. Step Increases. An employee shall advance from step to step of the salary schedule based upon the employee's anniversary date in his assigned position.

Section 3. New Classification. If the Employer establishes a new position classification within the bargaining unit, the rate of pay for the new position classification shall be determined by the Employer. The Employer will then advise the Union of the new position classification, its general position description or assignments, and the rate of pay determined by the Employer. In the event the Union does not agree with the rate of pay established by the Employer, the Parties' respective Bargaining Committees will meet to negotiate the rate; further, if an impasse in bargaining is reached, it will be referred to the arbitration procedure described below in Section 5(e).

approved by the Division Director. Personal Leave Days cannot be converted to pay, if not taken. The supervisor shall not unreasonably deny the request.

(d) Prior Notice. For the purpose of using sick time and personal days, "prior notice" means the employee must report his absence to their Division Director or designated supervisor at least two (2) hours before the start of their normal working day. Failure to report, as provided herein, may result in a loss of pay for that day.

(e) Cancellation of Paid Leave. An employee has up to eight (8) hours before his shift to cancel his request for his regular shift being scheduled off.

Section 2. Leave of Absence

(a). Family and Medical Leave: Employees who have been employed for at least twelve (12) months and have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period are eligible for family and medical leave. The employee may request a leave for the following reasons:

- Birth of a son or daughter of the employee;
- Placement of a child with the employee for adoption or foster care;
- In order to care for a spouse, son, daughter or parent with a serious health condition;
- Because of a serious health condition that makes the employee unable to perform his/her job.
- and as otherwise provided in the FMLA statute.

Leave under this provision may be with or without pay, depending on if the employee has accumulated paid time (sick, vacation, compensatory time) available for use. Leave under this provision may be granted for up to twelve (12) weeks during any rolling or continuous twelve (12) month period, or it may be taken intermittently or by way of a reduced work schedule. The employee shall use all accumulated sick time and may request the use of vacation or compensatory time. Request for family and medical leave must be made in writing on the approved forms and submitted to the Employer at least thirty (30) days before the commencement of the leave, if practical. The Employer may require a physician's certificate in accordance with the Federal FMLA Statute.

ARTICLE 15

SICK LEAVE AND LEAVES OF ABSENCE

Section 1. Paid Sick Leave. Employees shall be eligible for sick leave at their regular straight-time rates of pay in accordance with the provisions of this Section. Sick leave shall be accrued at the rate of one-half (1/2) day per pay period employed, until there is a maximum accumulation of one hundred eighty (180) working days. Accumulated sick leave shall not be paid or payable upon termination of employment.

(a) Employees, including Juvenile Center employees, shall report their absences before the beginning of their normal working days to their Division Directors or designated supervisors at least two (2) hours before the start of their normal work day.

(b) An employee eligible for sick leave with pay may use such sick leave, when arranged for and approved by designated supervisors, in the following instances:

(1) When the employee is absent because of sickness or injury. Employees may be required to furnish satisfactory evidence of illness, where illness exceeds three (3) working days. The Family Division Administrator may require such evidence of illness of fewer than three (3) days, if there is reasonable evidence that sick leave is being abused. The submission of a doctor's certificate or report from the employee's treating physician shall be considered satisfactory evidence for the purpose of this Section.

(2) When medical emergencies exist in the employee's immediate family. (Immediate family as defined in Article 15, Section 7).

(3) For the employee's medical and/or dental appointments if scheduled in advance with the employee's supervisor.

(c) Personal Leave Day. All employees with seniority shall receive two (2) Personal Leave Days per calendar year, one taken from accumulated sick leave and one not deducted from any bank. Personal Leave Days must be scheduled in advance with the employee's Division Director or designated supervisor and may be taken on a workday immediately prior to or following a recognized holiday or scheduled vacation, if

Section 4. Classification Modification. If the Employer modifies an existing classification by introducing new equipment or requiring additional skills and/or responsibilities, the following shall apply:

(a) The Employer reserves the right to determine the content, duties, and responsibilities and qualification of a position and it may from time to time modify or amend the position descriptions.

(b) Whenever a position description is modified or amended, the Employer will provide a copy of the new position description and a copy of the previous position description to the Chapter Chairperson at once.

The following procedure will apply when the Employer amends the position description, including but not limited to duties and qualifications: whenever the qualifications of a classification are changed, employees who are employed in the position at the time that the position qualifications are modified will be considered as having those qualifications and will be retained in the modified position.

Any employee, who was employed by the Employer prior to the employer modifying the qualifications of any position in the bargaining unit, will be required to meet the qualifications of the immediately previous job description for such position.

(c) The Employer may amend or modify the duties or responsibilities associated with a position, as stated above. However, if in the opinion of the Union the modification so changes the nature or character of the position that the position no longer fits an existing classification, then the Parties' respective Bargaining Committee will meet to negotiate the reclassification. Any reclassification will not result in loss of pay by an employee in the classification affected. If so requested by either party, a special conference may be convened to discuss the modification.

(d) Where the Parties cannot agree whether an amended or modified position description has been so altered, then the arbitration procedure outlined below in paragraph (e) shall be followed:

(i) If the arbitration results in a determination that the amended or modified position description does not create a position that warrants a pay change, then the Employer may maintain the established pay rate without further obligation to or recourse by the Union or its members.

(ii) If the arbitration results in a determination that the amendment or modification has created a position that warrants a pay change, then the Parties shall negotiate to establish a pay rate for the position.

(iii) If the Parties are unable to agree on a new pay rate, then a pay rate may be established through the arbitration procedure described below.

(e) It is agreed that all arbitrations under the above paragraph shall be governed by the following principles:

(i) Where the parties agree that an amended or modified position constitutes a different position that warrants a pay rate change, but they are unable to agree on an appropriate rate of pay, an arbitrator may establish the pay rate.

(ii) In the event the arbitrator determines that a different position has been created, he shall order the Parties to bargain over the pay; but he shall also retain jurisdiction. In the event the Parties are unable to agree on a pay rate, either Party may notify the arbitrator to reconvene the hearing to determine the pay rate. It is agreed that any new pay rate will be retroactive back to the date the position description was amended or modified by the Employer.

ARTICLE 14

SUPPLEMENTARY EMPLOYMENT

Section 1. Written Notice

(a) Supplementary employment may be permitted, provided that the employee notifies the Family Division Administrator and his Division Director in writing before beginning his supplementary employment, including name of the employer, duties and hours of work.

(b) The supplementary employment must not conflict with the employee's hours of Court employment, nor may it, in the opinion of the Employer, interfere or directly conflict with the employee's satisfactory performance of his Court duties.

(c) When employees on layoff are to be recalled, the Employer will send a certified letter to the last address of record in accordance with the Personnel Files of the Probate Court notifying the employee of his recall to work and the date of his return. This will be done, even if the employee or spouse has also been contacted by phone or otherwise.

(d) An employee who fails to contact the Employer within three (3) calendar days following receipt of recall, as provided herein, shall be considered to have quit.

(e) An employee who fails to return to work within fourteen (14) calendar days following receipt of notice of recall, or the date specified in the notice of recall, whichever is later, shall be considered to have quit.

ARTICLE 11 HOURS OF WORK

Section 1. Normal Work Hours. The normal workday for employees in the Probate and Juvenile Divisions, including clerical employees at the Juvenile Center, shall be seven and one-half (7-1/2) hours, and their normal workweek shall be thirty-seven and one-half (37-1/2) hours, Monday through Friday. An employee assigned to the following classifications may be required to work a schedule that varies from the normal Monday through Friday: Senior Probation Officer, Case Manager, Therapist, Reintegration and Family Services Coordinator, in addition to Probation Officers hired after January 1, 2002. The Employer will endeavor to maintain a regular work schedule for juvenile center employees which will permit two (2) consecutive days off per week and a seven (7) calendar notice in any change of such, excluding normal operational requirements. The normal workday for other employees at the Juvenile Center shall be eight (8) hours, and their normal workweek shall be forty (40) hours, as scheduled by the Employer. For all employees in the Bargaining Unit, the work week shall begin at 12:01 A. M. on Sunday.

There shall be no split shifts scheduled without the consent of the Union.

Section 2. Hours Paid Equal Hours Worked. For purposes of this Agreement, all straight-time hours paid, except for paid sick leave, shall be considered as hours worked.

Section 3. Meal and Relief Periods. Each employee in the Probate and Juvenile Division, except the Juvenile Center direct-care staff, shall receive an unpaid meal period of sixty (60) minutes and a paid fifteen (15) minute relief period in the morning and in the afternoon, except that clerical employees at the Juvenile Center may be required to take an unpaid meal period of thirty (30) minutes.

Direct-care staff employees at the Juvenile Center shall eat a meal while on duty, as scheduled by the Employer. There shall be no relief periods scheduled at the Juvenile Center for direct-care staff employees.

ARTICLE 12

OVERTIME AND SHIFT PREMIUM

Section 1. Overtime and Compensatory Time.

(a) Overtime. All employees shall receive one and one-half (1-1/2) times their regular rates for all hours worked in excess of forty (40) hours in a workweek, or shall receive as compensatory time one and one-half (1-1/2) hours for each hour worked in excess of forty hours in a workweek. Mandatory overtime shall be paid at two (2) times the regular rate. Attendance at team meetings and AWOL searches shall be compensated in the form of compensatory time rather than overtime pay.

(b) Mandatory Overtime

Mandatory overtime is defined as and limited to hours worked in excess of sixteen (16) hours in a twenty-four (24) hour period, or when a staff person is required to provide continuous observation pursuant to the Suicide Policy, or when a staff person is required to remain on duty to meet minimum staff requirements until properly relieved in order to meet minimum staffing requirements as stipulated by Article 12, Section 3.

(c) Optional/Accumulation of Compensatory Time.

Probationary employees at the Juvenile Center are not eligible to receive compensatory time, except for attendance at team meetings and AWOL searches. Accrued, unused compensatory time balances shall be paid to Juvenile Center employees on the next available payroll check after the calendar year closes.

All employees may accumulate up to forty (40) hours of compensatory time. The employee shall note on their time card/record, by pay period, if they want overtime pay or their overtime banked as compensatory time. In the event the employee fails to make the notation, then all overtime hours for that pay period shall be paid as overtime pay. Any overtime hours worked beyond the accumulated bank amount of 40 hours, will be paid to the employee at the appropriate rate of pay.

Employees having a compensatory time balance at the end of a calendar year shall receive payment for their accumulated, unused balance on the next available payroll check after the calendar year closes.

ARTICLE 13

LAYOFF AND RECALL PROCEDURE

Section 1. Layoff Procedure. A layoff means a reduction in the workforce due to a decrease in work or a lack of funds. When it becomes necessary to lay off any employee, the Employer will notify the employee seven (7) calendar days in advance, and the following procedure shall be used:

(a) The employee with the least seniority in a classification where a layoff is to occur will be laid off first, and so on within the classification.

(b) An employee who is to be laid off shall have the right to displace a less senior employee, provided he has the skill, ability, and qualifications to perform the duties of that position.

(c) If the employee does not exercise this option, he shall be laid off in accordance with Article 8, Section 5(f).

(d) Seniority for a laid-off employee shall continue to accrue for the first ninety (90) calendar days only.

(e) Benefits shall not be paid nor shall they accumulate beyond the end of the calendar month following the month in which an employee is laid off. Thereafter, an employee must pay the required insurance premiums during layoff in order to maintain insurance coverage.

Section 2. Recall Procedure. When an employee is to be recalled, the following procedure will be used:

(a) When a position is reinstated, the most senior employee on layoff, who has the skill, ability, and qualifications to perform the duties of that position, shall be recalled first.

(b) If an employee is recalled to a position other than the position from which he was laid off, he shall have the option to remain on layoff.

Overnight Shift Requirements: Minimum requirements for each Unit shall be two (2) staff, one (1) of whom must be a full time direct-care staff (the other staff may be a temporary employees). For Detention, when the population exceeds twenty-two (22) residents an additional staff (either full time or temporary employees) shall be required when a Supervisor is not on duty for the entire shift.

(d) Call-in Time. Any employee required to work on a scheduled day off or at a time not directly preceding or following his normal shift on a regularly scheduled workday shall be entitled to a minimum of two (2) hours of overtime pay or compensatory time.

(e) Assigning Overtime in General. Except for direct-care workers- which is provided in subparagraph (f) below, when overtime work is required at the Berrien County Juvenile Center, it is to be offered to the employee in the division where the overtime work is needed, who has the fewest number of total accumulated overtime hours from the preceding months of the calendar year. When there is a supervisor on the premises of the Juvenile Center, employees in the bargaining unit shall not be required to assign or offer overtime.

(f) Assigning Overtime for Direct-care Workers. When overtime work is required for direct-care workers at the Berrien County Juvenile Center it shall be offered on a rotating basis in inverse order of overtime hours worked in the preceding month. When overtime required abuts the preceding shifts it shall be offered first to employees on duty. If employees on duty refuse the overtime assignment on the abutting shift or if additional employees are required for overtime, the overtime call list shall be used. If an employee on the overtime list cannot be contacted by telephone, the next person on the list will be called. In this case, those employees with the fewest accumulated overtime hours from the preceding months of the calendar year shall be offered first opportunity for overtime work, with the exception of probationary employees who will remain at the bottom of the overtime list until they are off probation. If no employee volunteers for the full overtime work required, the least senior employee on duty who would not have to work three consecutive shifts will be required to work until properly relieved. In the event that all employees on duty would fall into working three consecutive shifts, then the least senior employee would be required to work until properly relieved.

No employee will be permitted to work more than sixteen (16) consecutive hours in any twenty-four (24) hour period at the Juvenile Center, except in extreme emergencies and AWOL's and then, only with approval of the Family Division

Administrator or his designee. Any hours worked over sixteen (16) consecutive hours shall be paid at two (2) times the employee's regular rate of pay.

An employee who is scheduled off of his regular shift, shall not be offered overtime on that shift on that day.

(g) In-service Time. Time spent by an employee traveling to and from and attending training programs, seminars or conferences shall be computed at the employee's straight-time regular rate of pay for all hours lost from his regularly scheduled hours of work. Such hours shall be included in the hours of work for overtime; but any hours away from work beyond his regularly scheduled hours shall not be counted for overtime purposes. Employees scheduled for the afternoon and overnight shifts shall be presumed to have been scheduled for the day shift.

(h) Trip Compensation. Employees who accompany children on trips shall be compensated at the employee's hourly rate and one and one-half (1-1/2) times the rate for hours beyond the employee's normal workday, or compensatory time following the same formula, provided, however, that the maximum compensation shall not exceed an employee's straight-time pay for twenty (20) hours in any one (1) day, unless approved by the Family Division Administrator, or his designee.

(i) Posting Overtime. Division Directors, in cooperation with staff supervisors, shall be responsible for posting of the previous month's overtime accumulations for all employees no later than the seventh (7th) calendar day of each month.

Section 2. Shift Assignment.

(a) The Employer shall determine shifts needed in any division and the appropriate number of classifications. The Division Director shall assign employees to such shifts. Only those employees who have accumulated two (2) years or more of seniority as of 10/1/96 shall be entitled to shift preference. Shift preference shall not be extended to those employees with less than 2 years seniority as of 10/1/96. Notwithstanding the above, after this initial assignment to one of the three shifts, an employee may request, in writing to the Division Director, assignment to a different shift,

when there is a vacancy in the employee's job classification and gender on that shift. The Division Director will respond in writing to this request within 30 calendar days. The employee with the greatest seniority, who applies for that particular vacancy, will be given the new shift assignment within (30) calendar days. This provision only applies to those employees who had at least two (2) years seniority as of 10/1/96. The employer may on a day to day basis assign employees to a different work station due to staff shortages or population increases or decreases, providing such assignment are done using inverse seniority.

(b) If a youth specialist is assigned as the Control Room Officer and works a minimum of two (2) hours in that assignment, he/she will be compensated an additional (five percent) 5% of their hourly wage during that shift for the hours worked in that capacity.

Section 3. Shift Coverage.

Morning Shift Requirements: Minimum requirements for Residential when there are three (3) groups of residents shall be three (3) staff, two (2) of whom must be full time direct-care staff (the other staff may be a temporary employee).

Minimum requirements for Residential when there are two (2) groups of residents there shall be two (2) full time direct-care staff.

Minimum requirements for Detention shall be three (3) staff, two (2) of whom must be full time direct-care staff (one of whom may be a temporary employee).

Afternoon Shift Requirements: Minimum requirements for Residential shall be three (3) staff, two (2) of whom must be full time direct-care staff (one (1) of whom may be a temporary employee) regardless of the number of resident groups.

Minimum requirements for Detention shall be the same except when the population exceeds sixteen (16) residents at which time four (4) staff, two (2) of whom must be full time direct-care staff (the other two (2) staff may be temporary employees), shall be required until 9:00 P.M. After 9:00 P.M., the minimum requirements shall be the same as the morning shift.