

**COLLECTIVE BARGAINING AGREEMENT**

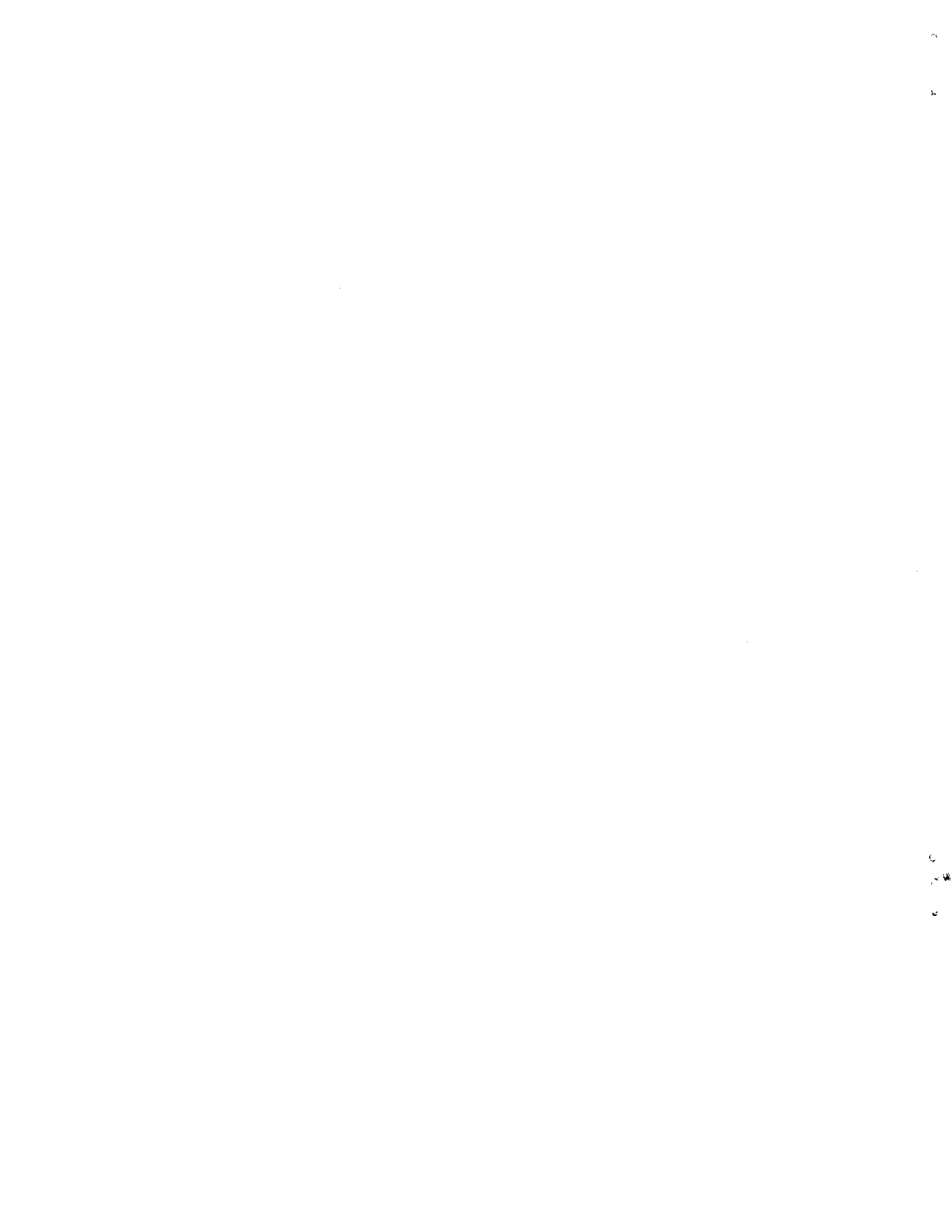
**BETWEEN**

**TRIAL COURT JUDGES  
of the  
BERRIEN COUNTY TRIAL COURT**

**and**

**TRIAL COURT EMPLOYEES  
REPRESENTED BY  
TEAMSTERS LOCAL 214**

**January 1, 2011, through December 31, 2013**



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**AGREEMENT BETWEEN  
COUNTY OF BERRIEN  
AND  
BERRIEN COUNTY TRIAL COURT JUDGES  
AND  
BERRIEN COUNTY TRIAL COURT EMPLOYEES  
REPRESENTED BY  
TEAMSTERS LOCAL 214**

THIS AGREEMENT is entered into this 14<sup>th</sup> day of December, 2010, effective January 1, 2011, by and between the TRIAL Court Judges for the County of Berrien hereinafter called the "Court" and TEAMSTERS STATE, COUNTY and MUNICIPAL WORKERS, LOCAL 214, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN and HELPERS of AMERICA, hereinafter called the "Union."

**PURPOSE AND INTENT**

The purpose and intent of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between the Union and the Court, so as to serve the best interests of the Parties and the people of Berrien County.

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

**ARTICLE 1**

**RECOGNITION AND DEFINITIONS**

**Section 1. Recognition.**

The Court recognizes the Union as the exclusive bargaining representative for all full-time Trial Court (former Circuit Court) employees, excluding Judges, Supervisors, Administrators, Courtroom Officers, Attorneys employed by the Court, Administrative Assistants, Executive Secretaries, Legal Research Assistants and all confidential employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

(a) Effective January 1, 2011, the position recognized by both parties as the Administrative Secretary assigned to the Drug Court is no longer a member of this bargaining unit.

**Section 2. Employees.**

Such bargaining unit employees are hereinafter referred to as "Employees."

**Section 3. Employer.**

As used in this Agreement, the terms "Employer", or "Court" are synonymous, unless otherwise stated.

**Section 4. Gender.**

The masculine pronoun, whenever used herein, includes the feminine, and the singular includes the plural, unless the context clearly indicates otherwise.

## ARTICLE 2

### DEFINITIONS OF EMPLOYEES

#### Section 1. Full-time Employees.

Employees normally scheduled on a regular and recurring basis to work twenty (20) or more hours per week shall be considered as full-time employees. A thirty-seven and one-half (37-1/2) hour employee shall receive pay and benefits as specified by this Agreement. For those employees who work fewer than thirty-seven and one-half hours, benefits under this Agreement will be pro-rated to the ratio of the number of their regularly scheduled hours to thirty-seven and one-half (37-1/2) hours.

#### Section 2. Part-time Employees.

Employees who are normally scheduled to work fewer than twenty (20) hours per week are recognized to be part-time employees and are not covered by this Agreement.

#### Section 3. Temporary Employees.

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

#### Section 4. Probationary Period:

New employees hired into the classifications of domestic investigator or court investigator shall serve a probationary period of one (1) year from the date of hire under this agreement. All other new employees shall serve a probationary period of six (6) months from the date of hire under this agreement. A temporary employee shall not acquire seniority regardless of the length of employment. If the Court wishes to extend the probationary period for any employee whose performance has not been fully satisfactory in the opinion of the Court, the Court may do so for an additional period not to exceed three (3) months, upon mutual agreement from the union.

#### Section 5. Probationary Employees:

Employees on probation shall not have seniority during such period, but upon successful completion of their probationary periods, they shall have seniority dating back to their first day of work for the Court. Probationary employees may be terminated or laid off at the sole discretion of the Court and shall not have recourse to the grievance procedure of this agreement. However, if an employee is terminated or laid off during his probationary period and is returned to work by the Court within sixty (60) calendar days of such layoff or termination, and if he works at least one (1) calendar month, he shall be credited with the prior period of work toward completion of his probationary period.

#### Section 6. Positions.

Regular positions are defined as those occupied by all full-time employees, irrespective of the funding source.

## ARTICLE 3

### UNION SECURITY AND CHECK-OFF

#### Section 1. Names.



Names of any and all employees hired by the Court for positions in the bargaining unit shall be furnished promptly to the Union by the Court. Names of employees who are changed to positions outside the bargaining unit shall also be furnished to the Union.

**Section 2. Union Membership.**

Membership in the Union is not compulsory. Employees who are included in the bargaining unit have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

**Section 3. Union Representation.**

The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union.

**Section 4. Present Members.**

All present members of the bargaining unit for whom the Union has been designated the exclusive bargaining agent in Article 1, Section 1, of this Agreement shall, as a condition of employment, become a member of the Union or pay the amount of a representation fee set by the Union.

**Section 5. New Members.**

All new employees who qualify as members of the bargaining unit, as defined in Article 1, Section 1, who have completed their probationary period, shall become members of the Union or pay a representation fee.

**Section 6. Check-off.**

(a) The Court agrees that regular monthly dues or representation fee of the Union will be deducted from the pay of each employee who files with the Payroll Division of the County Clerk's Office a check-off authorization form, which has been executed by the employee. Such amounts shall be promptly remitted to the Union's Treasurer on a monthly basis, together with a list of the employees who authorized such deduction.

(b) The Court shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than actual dues or representation fee deductions made from employees' wages, to the extent such wages are sufficient to cover such dues after withholding and all other deductions are made.

**Section 7. Indemnification.**

The Union agrees to indemnify and hold the Court, its officers, agents and employees harmless from and against any and all claims, demands, suits or other forms of liability arising under or pursuant to the Union Security and/or Check-off provisions of this Article.

## ARTICLE 4

### UNION REPRESENTATION

**Section 1. Stewards and Alternates.**

(a) In the administration of this Agreement, including administration of the grievance procedure prescribed herein, bargaining unit employees may be represented by the Union Steward and/or another designated Union Representative having jurisdiction in the case.

(b) As used in this Agreement, the term "Steward" shall mean a bargaining unit employee designated by the Union. The Union may designate two (2) Stewards to serve this bargaining unit, one (1) of whom shall be designated as the Chief Steward. No such Stewards shall function as such until the Trial Court Administrator has been notified in writing of their names.

(c) In the event a Steward is absent and unavailable, the Union may appoint an Alternate Steward who may serve in the Steward's absence, after the Trial Court Administrator is notified in writing of the name of the Alternate and of the Steward for whom he is substituting.

**Section 2. Bargaining Committee.**

(a) For purposes of collective bargaining with the Court, the Union shall be represented by a Bargaining Committee consisting of not more than two (2) bargaining unit employees; and no such Bargaining Committee members shall function as such until the Trial Court Administrator has been notified in writing of the names of such Bargaining Committee members.

(b) In the event a Bargaining Committee member is absent and unavailable, the Union may appoint an alternate Bargaining Committee member, who may serve in the regular member's absence, after notifying the Trial Court Administrator in writing of the name of the alternate and the member for whom he is substituting.

(c) The Union reserves the right to use not more than two (2) non-employees, in addition to the above named bargaining unit members, to assist the Bargaining Committee in its functions.

(d) Bargaining committee members may conduct contract negotiations without loss of pay or benefits during his assigned working hours. No bargaining committee member shall absent himself from his assigned work without the approval of his supervisor or designee.

**ARTICLE 5**

**MANAGEMENT RIGHTS**

**Section 1. Rights.**

The Court, 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, functions, duties and responsibilities conferred upon and vested in it by law, including by way of illustration but without limiting the generality of the foregoing, the following rights: to manage and control administratively the Court and its properties and facilities and the work-related activities of its employees; to direct and hire all employees, to determine their qualifications and the requirements for their continued employment or termination, dismissal, suspension, discipline or demotion, and to promote and transfer all such employees; to determine the starting and quitting times of all shifts and the hours to be worked; 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 establish and enforce rules and regulations relating to personnel policies, procedures and working conditions; 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 vested within a position; and to transfer or reduce personnel when, in the judgment of the Court, such actions are deemed necessary. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Court, 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 law. Nothing contained herein shall be considered to deny or restrict the Court 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 Court.

**Section 2. Anti-Discrimination.**

Neither the Court nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws on the basis of religion, race, color, national origin, age, gender, marital status, height, weight, handicap or disability.

## ARTICLE 6

### NEGOTIATION PROCEDURES

#### 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 one hundred twenty (120) 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, and each party may select its representatives from outside or within the bargaining unit, except as is limited by Article 4. It is recognized that no final Agreement between the parties may be executed without ratification by the Union's bargaining unit members, and the Trial Court Chief Judge; 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 Agreements so negotiated shall be reduced to writing and signed by the authorized Representatives of the Union and of the Court.

#### Section 4. Bargaining Sessions.

Collective bargaining sessions shall be scheduled at mutually agreeable times, as provided by law.

## ARTICLE 7

### GRIEVANCE PROCEDURE

#### Section 1. Statement of Purpose.

The Parties intend that the Grievance procedure shall serve as a means for settlement of disputes concerning the interpretation or application of this Agreement as they arise, without interruption or interference with the normal operation of the Court.

#### Section 2. Definitions.

(a) A grievance is defined as a claim of a violation of a provision or provisions of this Agreement. Any grievance filed shall refer to the provision or provisions of this Agreement alleged to have been violated, and it shall set forth the facts pertaining to such alleged violation(s) and the events giving rise to alleged violations, as well as the relief requested.

(b) Any reference to "days" in this grievance procedure shall be understood to mean "working days". Saturday, Sunday and recognized holidays shall not be considered as working days.

(c) If the Court fails to respond to a grievance within the time limits specified in this grievance procedure, the grievance shall automatically advance to the next Step. It is expressly agreed between the Parties that a grievance must be processed within stated time limits, unless the Parties mutually agree in writing to extend them.

(d) The term "Steward" shall mean a bargaining unit employee designated by the Union to represent other bargaining unit employees in the administration of this Grievance Procedure. The designated Steward and Chief Steward are outlined in Article 4, Section 1(b); and no Steward or Chief Steward shall serve as such until the Trial Court Administrator has been notified in writing of the names of such Steward and Chief Steward.

**Section 3. Released Time for Grievance Representation.**

(a) It is expressly agreed that any Steward involved in a grievance, or the Chief Steward, when released from work by the immediate supervisor or the Friend of the Court for necessary time to process a grievance, shall suffer no loss of pay and benefits for such work time lost. The Term "process" shall be interpreted to mean: meeting with Court Representatives, Judges and with the employee or employees involved in the grievance, including employees who are witnesses to the events.

(b) No Steward (including the Chief Steward) shall absent himself from his scheduled and assigned work without the express prior approval of his supervisor, except as provided in Article 7, Section 5. If the supervisor refuses such permission upon request, the supervisor will make arrangements for the release of the Steward as soon as it is possible for him to do so. In this event, any time limits contained in this grievance procedure shall begin only when the Steward is released.

**Section 4. Steps in the Grievance Procedure:**

(a) **STEP ONE:** An employee having a grievance shall, within five (5) days from the event that caused the grievance, first discuss it with his immediate supervisor. The employee's Steward may be present at such meeting, if either the aggrieved employee or the supervisor desires. Within five (5) days the supervisor shall give his verbal decision on the grievance.

(b) **STEP TWO:** If the supervisor's decision is not acceptable to the employee, the grievance shall be presented to the Friend of the Court, if a Family Division employee, on the established Grievance Form within five (5) days. If a non-Family Division employee, the Trial Court Administrator shall receive the grievance on behalf of the Trial Court Chief Judge. The Grievance Form shall include as a minimum the facts upon which the grievance is based, the provision(s) of this Agreement alleged to have been violated, and the relief requested. A meeting may be held with the employee and/or his Steward at the request of either the Steward or the Trial Court Administrator or Friend of the Court. The Trial Court Administrator or Friend of the Court shall give his written decision on this grievance within five (5) days after receiving it, or if held, following said meeting. If the decision of the Trial Court Administrator or the Friend of the Court is not acceptable to the Union, the grievance may be advanced to STEP THREE within five (5) days, failing which it will be deemed to have been withdrawn permanently.

(c) **STEP THREE:** The Trial Court Administrator shall receive the grievance on behalf of the Trial Court Chief Judge. Before giving a decision on a grievance, the Trial Court Chief Judge or the Union may request that a meeting be held to discuss said grievance. The Trial Court Chief Judge will give a decision within fifteen (15) days after receiving it from step two or, if a meeting is held, within fifteen (15) days after such meeting. If the grievance remains unresolved after Step Three, the Union may advance it to Step Four within forty-five (45) days of the Step Three answer.

(d) **STEP FOUR:** Should the grievance remain unresolved, the Union may request the matter be arbitrated. The Union shall request the Federal Mediation and Conciliation Service for its assistance in selecting an arbitrator according to its rules and regulations.

(e) A class action grievance may be filed at Step Two of this procedure, without the necessity of discussion with the various supervisors who may be involved.

**Section 5. Discharge or Suspension Grievances.**

If an employee is suspended or discharged, he shall have the right to consult with his Steward before leaving his workstation. If a grievance is entered because of said suspension or discharge, the following Steps shall be used, instead of the grievance procedure outlined above:

STEP A. The grievance shall be presented in writing using the Grievance Form referenced above and presented to the Trial Court Administrator within five (5) days following said suspension or discharge.

STEP B. The Trial Court Chief Judge shall review and give his written answer to the grievance within five (5) days after receiving it from the Trial Court Administrator. If the decision is not acceptable to the Union, the grievance may be advanced to arbitration by giving written notice to the Trial Court Chief Judge of the Union's intent to proceed to arbitration within forty-five (45) days of the Step B response to the grievance. The Union shall request the Federal Mediation and Conciliation Service for its assistance in selecting an arbitrator according to its rules and regulations.

STEP C. Within ten (10) 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. If no agreement upon an arbitrator 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: Arbitrators Powers.**

The Court, the Union and the independent arbitrator shall be subject to the following:

(a) The arbitrator shall be empowered to rule only on a grievance(s) which involved an interpretation or application of this agreement.

(b) The arbitrator shall not add to, subtract from, ignore or change any of the provisions of this agreement.

(c) It shall not be within the jurisdiction of the arbitrator to change an existing wage rate, except as otherwise provided in this agreement.

(d) In suspension cases, the arbitrator may order the suspension be rescinded or modified that a suspended employee be reinstated with full, partial, or no payment of back wages and fringe benefits; or within the limitations of this agreement, the arbitrator shall have the authority to award the remedy which the arbitrator considers appropriate to the circumstances and which is not contrary to any provision of this agreement.

(e) The arbitrator may not modify any discharge penalty unless he determines by a preponderance of the evidence that such discharge violates an express written provision of this agreement. The parties agree that any such modification of any discharge must be supported by specific written findings and that the arbitrator's failure to so justify the modification shall render his decision appealable in a court of law. If either party appeals an arbitrator's decision and such appeal is denied, that party shall pay to the prevailing party its reasonable fees incurred in defending such appeal.

(f) The cost of the arbitrator 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 or withdrawn; and the Employer shall bear the cost of the arbitration if the grievance is sustained. If either the Union or the Employer requests a transcript of the hearing, that shall be permitted at the

cost of the requesting party. Any employee who is called as a witness of either party during arbitration proceedings shall, as a result of such appearance, suffer no loss of pay and benefits. The arbitrator's decision on an arbitrable matter within his jurisdiction shall be final and binding upon the employees, the Union and the Employer.

**Section 7. Election of Remedies.**

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure such as, but not limited to, a veteran's preference hearing, civil rights hearing or department of labor hearing, in addition to the grievance procedure provided under this agreement, and the employee elects to utilize the statutory or administrative remedy, the union and the affected employee shall not process the complaint through the grievance procedure provided for in this agreement.

**ARTICLE 8**

**DISCIPLINE AND DISCHARGE**

**Section 1.**

Employees disciplined or discharged based upon a conviction of a felony as defined by statute or the Criminal Procedure Act, and other crimes involving moral turpitude or specific intent, and crimes involving the possession or use of a controlled substance, shall be at the sole discretion of the Trial Court Chief Judge without recourse to the grievance procedure. Discipline or discharge based upon other factors shall be taken only for just cause in accordance with Section 2, below.

**Section 2. Progressive Discipline Procedure.**

(a) The intent and purpose of the following is to provide for progressive disciplinary action. Disciplinary action may be imposed upon an employee only for failure to fulfill the employee's job responsibilities or for improper conduct while on the job, except that nothing in this Article shall prevent the Court from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.

(b) Notification within a reasonable time shall be given to the Steward or Union Representative prior to any disciplinary action taken against any member which may result in any official entries being added to their personnel file. The Court agrees that upon imposing any form of discipline, the designated area Steward or Union Representative shall be promptly notified, in writing, of the action taken. The employee shall be furnished a copy of any new entry prior to its introduction into the file. A notation of oral reprimand by date and subject only, may be placed in the employee's personnel file. There shall be one official departmental file.

(c) The Steward or another representative of the Union shall be present at the time disciplinary action is imposed and shall represent the employee at all levels of disciplinary proceedings. All disciplinary actions shall be subject to the grievance procedure or the employee may seek such other legal remedy as may be available upon the employee's election, provided, however, oral or written reprimands shall not be subject to arbitration.

(d) Before any employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on his/her part, the matter shall first be discussed between the employee, the Union Representative, and the Supervisor. The employee shall have twenty-four (24) hours after such meeting to make the written statement, with a copy to the Union Representative if the employee so desires.

(e) In any case where employee disciplinary action is necessary, the following order of procedure shall be followed. However, nothing shall preclude the Employer from deviating from the procedural steps listed below, depending upon the severity of the offense.

(f) Procedural Steps:

1. Oral Reprimand.
2. Written Reprimand.
3. Suspension without pay.
4. Discharge.

(g) Should it be necessary to reprimand any employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.

(h) The Court may modify a disciplinary action except that the severity of the disciplinary action shall not be increased, but may be lessened.

(i) No employee of this bargaining unit shall be subject to disciplinary action for appearing before a State or Federal Grand Jury at which time they presented testimony under oath and have been sworn to secrecy.

(j) Employees charged with the commission of any felony or of a misdemeanor involving criminal moral conduct or related to the work location of job responsibility, shall have the circumstances unilaterally reviewed by the Court. After said review, the employee may be discharged, suspended, or reassigned to a less sensitive position with or without loss of pay or benefits pending the judicial determination of said charge at the trial level.

(k) Employees convicted of the commission of any felony or of a misdemeanor involving criminal moral conduct or related to their work location or job responsibility may be disciplined or discharged.

(l) All files and records and information received by the Court in the course of business is and shall remain confidential pursuant to any applicable statutes or court rules which otherwise permit public access. Any employee who discloses or releases information regarding any file or case outside the scope of their duties shall be subject to discipline as set forth in paragraphs (e) and (f) of this Section.

(m) No employee of this bargaining unit will be subject to disciplinary action for taking part in political activity when not on duty.

(n) Upon request, an employee's official personnel file may be reviewed every six (6) months. Such request shall be complied with within five (5) working days. After eighteen (18) months of satisfactory service, any prior disciplinary action of more than eighteen (18) months duration will not be adversely used in any subsequent disciplinary action, or promotional opportunity.

(o) For purposes of administering this Agreement, "personnel file" is interpreted to mean only the employee's file located within the Court and no information located elsewhere may be used in any discipline action taken against an employee.

(p) An employee may be required to acknowledge, in writing, receipt of written warnings and/or reprimands, except that the employee may request the presence of his Steward prior to signing. The employee's written acknowledgment of receipt of such warnings and/or reprimands shall not be construed as the employee's agreement with the warning or reprimand.

## ARTICLE 9

### WAGES

#### Section 1. Salaries.

(a) Effective January 1, 2011, all bargaining unit members receive a 0% wage increase. Effective January 1, 2012, all unit members will receive a 0% wage increase. On January 1, 2013, all unit members receive a 0.5% increase as reflected in Appendix "B".

(b) The salary schedule is 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, except as otherwise provided in this Agreement.

#### Section 2. Experience Credit.

Newly hired employees having verified paid, full-time experience in the same occupation, as determined by the Court may be given credit for such experience up to but not exceeding two (2) years on the salary schedule.

#### Section 3. Step Increases.

An employee shall advance from step to step of the salary schedule on the employee's anniversary date based on the employee in his assigned position.

## ARTICLE 10

### WORKING SCHEDULES

#### Section 1(a). Normal Workweek.

The normal workweek for full-time employees shall consist of five (5) consecutive days, normally Monday through Friday, and thirty-seven and one-half (37-1/2) working hours, exclusive of unpaid lunch periods; provided, however, that this provision shall not be construed as a guarantee of any minimum or maximum number of workdays or working hours, except as otherwise provided in this Agreement. A workweek shall commence at 12:01 a.m. Monday and end at 12:00 midnight the following Sunday. A pay period shall consist of two consecutive work weeks.

#### Section 1(b).

Pay day will occur on the Friday following the last Friday of a pay period, unless the County realizes that day as a holiday listed in Article 13 of this contract, or as otherwise stated by Board of Commissioners Resolution. Early checks will be issued to employees the day before a pay day at 4:45 p.m. in the payroll division of the County Clerk's Office, if a written request is made by the employee and approved by the employee's department head.

#### Section 2. Normal Workday.

(a) The normal workday for full-time employees shall consist of seven and one-half (7-1/2) working hours, excluding unpaid lunch periods; provided, however, that this provision shall not be construed as a guarantee of any minimum or maximum number of working hours.

(b) The County Building offices and South County Building offices are generally open to the public from 8:30 a.m. to 5:00 p.m. Other County offices may be open from 8:00 a.m. to 5:00 p.m. to serve the public. However, employees' daily work hours shall be scheduled by their respective department heads.

(c) For each full day worked, there shall be an unpaid lunch period of one (1) hour and two fifteen (15) minute paid rest periods. All lunch periods and rest periods shall be scheduled by the department head or supervisor.



**Section 3. - Variances.**

Notwithstanding the normal workweek and normal workday provisions of Sections 1 and 2 of this Article, employees may from time to time be required by the department head, scheduling supervisor or Trial Court Judge to work a schedule which varies from the normal seven and one-half (7-1/2) hour workday and/or normal thirty-seven and one-half (37-1/2) hour workweek. Such variances shall be handled as follows:

(a) An Employee who in regular course of employment works in excess of forty (40) hours a week will be paid time and one-half in compensatory time or as an addition to pay, at the employer's option. For those hours between thirty-seven and one-half (37-1/2) and forty (40) worked an employee will be given straight-time compensatory time, if requested by the employee.

(b) In cases of emergencies where an employee has been contacted outside of normal working hours and makes judgment that services must be rendered, the employee will confer with his immediate supervisor the following workday and this time will be recorded.

(c) Compensatory time will be taken at mutually agreed times reached between the employee and the supervisor.

(d) Schedule changes will not be used for the purpose of creating split shifts or to avoid payment of overtime.

**Section 4. Closing of County Facilities.**

(a) 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 emergencies, such determination and an announcement thereof shall be made on local radio stations 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 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.

(b) If the County fails to make such timely notification, an employee who reports to work shall receive two (2) hours of straight-time compensatory time in addition to their regular pay for that day. If an employee for whatever reason is required by the Court to report for work when the County facility where they are assigned is closed, the employee 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.

**ARTICLE 11**

**OVERTIME AND PREMIUM PAY**

**Section 1. Overtime.**

(a) All hours worked between thirty-seven and one-half (37-1/2) hours per workweek and forty (40) hours per workweek shall be paid either in the form of compensatory time or overtime pay, at the discretion of the Trial Court Administrator or designee except as provided in Section 3, below. Hours worked in excess of forty (40) hours per week shall be paid at time and one-half (1-1/2) the employee's straight-time rate. Accumulation of and use of compensatory time shall be at the discretion of the department head or Trial Court Administrator, and overtime pay shall be paid in accordance with provisions of the Fair Labor Standards Act.

(b) Employees shall not work in excess of thirty-seven and one-half (37-1/2) hours per workweek without the prior approval of their department head, or in the absence of the department head, another authorized supervisor.

(c) An attempt shall be made to schedule compensatory time off, as provided in this Agreement, at times mutually agreeable to the employee and his department head.

(d) In the event an employee has not worked on a designated holiday or vacation day, the paid hours for such day will be considered as hours worked for the purpose of computing possible overtime payments.

**Section 2. Minimum Call-In.**

Employees who are called in to work extra hours which are not contiguous to their scheduled hours shall receive minimum call-in pay of two (2) hours on weekdays, two (2) hours on Saturdays, and three (3) hours on Sundays and holidays. Such minimum call-in shall be paid at time and one-half (1-1/2) their hourly rate, or at the appropriate rate provided in Section 3, below.

**Section 3. Premium Pay For Overtime.**

(a) Overtime shall be paid at the rate of time and one-half (1-1/2) the employee's normal rate of pay for all hours worked in excess of forty (40) hours during the first five days of the workweek.

(b) Employees required to work the sixth (6th) day of the workweek, usually Saturday, shall be paid time and one-half (1-1/2) the employee's hourly pay rate.

(c) Employees required to work the seventh (7th) day of the workweek, usually Sunday, or on any listed holiday under Article 13, Section 1, shall be paid two (2) times the employee's hourly pay rate.

**Section 4. Scheduling of Overtime.**

Overtime shall be offered on a rotational basis to those employees qualified to perform the work on a departmental basis. Employees shall have the right of refusal except that the least senior employee may be required to perform the work. Should an employee decline the offer to work, it shall be counted for purposes of equalization as time worked. As nearly as possible, the Court shall equalize overtime on an annual basis among its employees, except for personalized professional services which are not included in rotational overtime.

**Section 5. Supplementary Employment.**

(a) Supplementary employment is permitted, provided that the employee notifies his department head in writing of his supplemental employment, including name of the employer, duties and hours of work.

(b) The supplemental employment must not conflict with the employee's hours of Court employment, nor should it interfere or directly conflict with the employee's satisfactory performance of his Court duties.

(c) The supplementary employment must not be incompatible or in conflict with the discharge of the employee's Court employment duties or tend to impair the employee's independence of action in the performance of the employee's Court duties.

## ARTICLE 12

### SENIORITY

#### **Section 1. Seniority.**

Seniority is defined as the length of continuous service with the Court since the employee's most recent date of hire. Seniority shall be applied only as specifically set forth in this Agreement. Seniority shall continue to accumulate during Paid Leaves of Absence, but it shall be retained without further accumulation during Unpaid Leaves of Absence or Layoffs.

#### **Section 2. Length of Service.**

Length of service shall be defined as the length of continuous service since the employee's first (1st) date of hire with the Court, the County of Berrien or any agency thereof, for the purpose of computing benefits; e.g., vacations, accumulations of sick leave, pension, etc.

#### **Section 3. Seniority List.**

(a) The Court agrees to furnish the Union with a Seniority List upon its request within five (5) working days, provided that this does not exceed two (2) times yearly. 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. Any disputes regarding Seniority Lists shall be resolved on the basis of the Court's official records.

(b) The Court agrees to notify the Chief Steward promptly in writing of all newly hired Bargaining Unit Employees and those who are terminated, laid-off or granted a leave of absence without pay, as defined in this Agreement.

#### **Section 4. Loss of Seniority.**

Seniority shall be lost and the employment relationship shall end under any of the following conditions:

- (a) The employee resigns or quits;
- (b) The employee is discharged and is not reinstated;
- (c) The employee retires;
- (d) The employee has been on Layoff for a period of time equal to his bargaining unit seniority at the time of his Layoff or two (2) years, whichever is less;
- (e) The employee fails to return after a leave of absence within three (3) days of the agreed upon return date or an employee is Absent Without Leave in excess of three (3) days without notifying the Court and making mutually acceptable arrangements for return to work, except when the failure to notify and return to work is due to circumstances beyond the control of the employee, in the opinion of his Department Head.
- (f) The employee provides a false reason for requesting a leave of absence.

#### **Section 5. Retaining Seniority.**

Employees promoted or transferred from the bargaining unit may retain their existing seniority by maintaining a valid Union withdrawal card. Such employee shall accumulate no seniority while outside the bargaining unit.

#### **Section 6. Seniority and Workers' Compensation.**

An employee shall accrue seniority while absent because of injuries covered by the Worker's Disability Compensation Act and other benefits as provided herein.

## ARTICLE 13

### HOLIDAYS

#### **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	Fourth 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 the day after Christmas is celebrated.

#### **Section 2. Holidays Falling on Weekends.**

If any designated holiday recognized in Section 1 of this Article falls on Sunday, it shall be celebrated on the following Monday. If any such holiday falls on Saturday, it shall be celebrated on the preceding Friday; provided, however, that if an employee's regular workweek includes Saturday work, such employee shall celebrate the holiday on Saturday.

#### **Section 3. Holiday During Vacation.**

If a paid holiday occurs during an employee's scheduled vacation, he shall suffer no deduction from accumulated Vacation Allowance for such day.

#### **Section 4. Eligibility.**

The following additional terms and conditions shall govern an employee's eligibility for holiday pay:

- (a) To be eligible for holiday pay, an employee must be a Trial Court (former Circuit Court) employee the day of the holiday.
- (b) Except with respect to an employee on an approved paid leave (i.e., paid vacation or paid sick leave), the employee must have worked the last scheduled workdays immediately before and after the holiday in order to be eligible for holiday pay.
- (c) Employees who work on a holiday shall receive holiday pay plus their regular rate of pay for the hours worked.
- (d) No holiday pay will be paid to an employee for any holiday which occurs after his termination from employment, or while he is on any unpaid Leave of Absence, or while he is on Layoff.

## ARTICLE 14

### INSURANCE PROGRAMS

#### Section 1. Hospitalization and Health Care Insurance.

The County shall maintain hospitalization and medical insurance for full-time employees and their dependents as provided for in the Berrien County Comprehensive Health Care Program. Effective January 1, 2011, the employee shall contribute fifteen-percent (15%) of the applicable healthcare premium per month toward the cost of health insurance. Coverage shall begin after the employee has completed ninety (90) days of continuous employment for the Court and shall remain in effect through the employee's last day of work as a full-time employee.

#### Section 2. Life Insurance.

The County shall provide each Trial Court (former Circuit Court) Employee with group term life insurance in the sum of \$50,000.00, with accidental death and dismemberment in the same amount. For eligible employees, such coverage shall become effective ninety (90) days after an employee's first day of work.

#### Section 3. Insurance Carriers.

The Court reserves the right to change insurance carriers, both with respect to the group hospitalization and the group term life insurance, as long as coverage is continued as outlined in Section 1 and APPENDIX "C", and as long as all employees retain coverage for pre-existing conditions which occurred while covered by any County health insurance plan.

#### Section 4. Benefits in Accordance with Policies.

All hospital/health care insurance and/or life insurance benefits provided pursuant to this Agreement shall be subject to the terms, provisions and conditions of the applicable policy or policies; and if any such insurance provisions of this Agreement are contrary to or inconsistent with the terms, provisions, and/or conditions of the applicable insurance policy or policies, the insurance policy or policies shall control.

#### Section 5. Continuation/Termination of Insurance Coverage.

Insurance coverage continues through the employee's last day of work. Employees who terminate their employment may continue insurance coverage by paying the actual cost of such coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA). Employees who are on Leaves of Absence Without Pay or on suspensions without pay may continue insurance coverage by paying the actual cost of such coverage for the duration of the Leave of Absence Without Pay or suspension without pay. Failure to prepay any month's premium to the Personnel Department by the 15th of the month prior to the month of coverage results in loss of benefits; once lost, the benefits cannot resume, until the employee returns to work. Such insurance shall be continued only for the periods prescribed and to the extent allowed by the applicable policy or policies of insurance.

#### Section 6. 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 50% of the premium for a single employee.

#### 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 fifteen-percent (15%) per month deduction referenced in Appendix C. 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. Weekly Short-Term Disability Insurance.**

Weekly Short Term Disability Insurance: Employees on an approved medical leave who have exhausted all of their accumulated sick leave may apply for short-term weekly disability compensation. Eligible employees may receive 66 2/3% of their normal weekly income not to exceed a maximum payment of \$500.00 per week. Eligibility conditions, established by a carrier of the County's choosing, must be satisfied prior to the commencement of any payments. Employees may also be required to furnish proof of continuing disability.

**Section 9. Long-Term Disability:**

Employer will investigate adding a voluntary employee-funded program similar to AFLAC. If it is added for any other internal group, then this unit will also be considered in the offering.

**Section 10. Dental and Vision Reimbursement.**

- a) The maximum combined dollar limit beginning, January 1, 2009, will be nine-hundred dollars (\$900). These costs shall be paid by the County Personnel Department on a quarterly basis 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.
- b) Receipts must be received no later than the last day of the quarter in which service was rendered. If received 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, Administration Center, St. Joseph. All services must be rendered by a properly licensed Doctor of Dental Surgery (DDS or MD/DDS, for dental), or Optometrist or Doctor of Ophthalmology (for optical). 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.
- c) If coverage for an employee or his/her dependent is available through his/her spouse, an Explanation of Benefits (EOB) form from the spouse's plan must accompany the receipt. The employee will be reimbursed for the difference between the charge(s) shown on the receipt and the amount paid by the spouse's plan (as shown on the EOB).
- d) The County reserves the right to contact the DDS, Optometrist or Dr. of Ophthalmology to confirm and/or clarify the information contained on the receipt.
- e) The County reserves the right to deny reimbursement for any claim for which inadequate information is provided by either the licensed Doctor of Dental Surgery (DDS or MD/DDS, for dental), or Optometrist or Doctor of Ophthalmology (for optical), or the employee.

## ARTICLE 15

### MEDICAL EXAMINATIONS

#### Section 1: Medical Releases:

(a) If the employee is returning from medical leave and has a medical release, he will be allowed to return to work, or will be paid his usual hourly straight-time rate for any time he is not permitted to return to work; and if the Court requires a medical examination, it will be so done without the loss of pay and benefits, and such examination will be during the employee's regular working hours at the cost of the Employer.

(b) New employees shall be, and other 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 employee will receive a copy of the physician's findings.

## ARTICLE 16

### VACATIONS

#### Section 1. Vacation Schedule.

Subject to and in accordance with the provisions of this Article, Court employees shall earn vacations with pay according to the following schedules:

(a) After one (1) year of continuous employment a employee is granted two (2) weeks of Vacation Allowance. Thereafter, Vacation Allowance is accrued biweekly at the end of each pay period. The accrual rate is based upon the following annual Vacation Allowance; any change in accrual rate is based on the employee's date of hire:

<u>Year of Service</u>	<u>Rate of Earning</u>
One (1) – Three (3) Years	Two (2) weeks
Four (4) - Twelve (12) Years	Three (3) weeks
Thirteen (13) – Nineteen (19) Years	Four (4) weeks
Twenty (20) and beyond	Five (5) weeks

#### Section 2. Vacation Scheduling.

Vacations must be scheduled in advance with the employee's supervisor. In cases of scheduling conflicts seniority shall govern, provided that a written request is submitted by March 31 of each calendar year.

#### Section 3. No Accumulation.

Vacation Allowance does not accrue during any Unpaid Leave of Absence, a Suspension Without Pay, or Layoff.

#### Section 4. Maximum Accumulation.

Accumulated Vacation Allowance may not exceed thirty (30) days. Accumulated Vacation Allowance is paid upon separation or Layoff.

## ARTICLE 17

### RETIREMENT PLAN

#### Section 1. Membership.

All Employees are required to be members of the Berrien County Employees Amended Retirement Plan, subject to the conditions of that Plan.

#### Section 2. Participation.

(a) Employees contribute eight-percent (8%) of gross wages to the Plan. Employees' contributions shall be tax deferred.

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

(1) A lifetime benefit of total service times 2.2% of final average earnings, and

(2) Allowing the use of up to six months of unused sick leave to be rolled over into the pension computation at the time of retirement.

(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 SPB 50% and designated a survivor pension beneficiary in accordance with the provisions of the retirement ordinance, if the following 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 or ten (10) years if hired after January 1, 2011.

(4) Normal retirement age shall be either age sixty with at least five (5) years of service if hired prior to 1/1/2011 or 10 years of service if hired after 1/1/2011, or when age and service added together is equal to the Rule of 80.

#### Section 3. Pop-Up Provision

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.

## ARTICLE 18

### SICK LEAVE AND WORKERS' COMPENSATION

#### Section 1. Sick Leave:

(a) Sick Leave Defined. Sick Leave is an absence from work for reasons of the employee's illness or injury for which the employee is paid, just as if he were at work, subject to the employee's Sick Leave accumulations and other provisions of this Section. Employees on paid Sick Leave will suffer no loss of seniority.



(b) Sick Leave Accrual. Employees earn Sick Leave from date of hire at the rate of thirteen (13) days per year. Sick Leave is accrued at the end of each pay period and may accumulate to a maximum of one hundred fifty (150) days.

(c) Medical Verification. The following medical verification provisions shall apply:

(i) The Court may in its discretion require an employee to submit competent medical verification of any use of paid Sick Leave.

(ii) Medical verification of illness in connection with an employee's paid Sick Leave use shall be in the form of a doctor's certificate.

(iii) Failure to provide requested medical verification for paid Sick leave use and/or false use of paid Sick Leave shall be grounds for discipline up to and including discharge.

(iv) Additionally, in the event of the absence of an employee for ten (10) working days or more for illness, injury or disability, the Court may require the employee to submit to an independent medical examination by a physician designated and paid by the Court.

(d) Sick Leave Form. The Court may require an employee to complete and sign a Sick Leave Form immediately following his return to work, setting forth reasons for his use of Sick Leave.

(e) Illness. Paid Sick Leave may be utilized by an employee in the event of his disabling illness or injury, including disability resulting from pregnancy and/or childbirth. If such illness, injury, or disability is job-related and compensable by Workers' Compensation, then, and in such event, the use of paid Sick Leave shall be subject to the provisions of Section 2, below, pertaining to Workers' Compensation.

(f) Medical/Dental Appointments. With the approval of the department head or their designee, accumulated Sick Leave may be used for the employee's medical or dental appointments.

(g) Family Emergencies. If approved by the Trial Court Administrator or designee, when an emergency exists in the employee's immediate family, he may use accumulated Sick Leave to avoid salary deductions. The employer will follow the Family Medical Leave Act (FMLA) for the use of sick leave for family members.

(h) Workers' Compensation. An employee may use accumulated Sick Leave and/or Vacation Allowance on a pro rata basis to supplement weekly disability benefits in order to maintain his pay at its present level. If he chooses to do this, he continues to accrue Sick Leave and/or Vacation Allowance. Otherwise, Vacation Allowance, Sick Leave benefits, credited service in the Berrien County Amended Retirement Plan, and credited service for Merit Increases do not accrue during a Workers' Compensation Disability Leave.

(i) Sick Leave Deductions. An equivalent amount of accrued Sick Leave shall be deducted for all work time an employee is off for approved use of Sick Leave.

(j) Personal Day. An employee may use two Personal Leave Days every twelve (12) months provided that the Personal Leave Days are scheduled in advance with the employee's department head. One day shall be deducted from accumulated sick leave and one day is not deducted from accumulated leave bank.

(k) Employees who become ill while on vacation may have their vacation time changed to sick time provided they have a doctor's statement as to their illness.

**Section 2. Workers' Compensation.**

(a) Claims for medical expenses or lost time and weekly disability benefits for time lost from work due to work-related injuries or illness are established by the Workers' Disability Compensation Act (Act 317 of 1969, being MCLA 408.418 et seq., as amended).

(b) Application for a Workers' Compensation Disability Leave shall be made on forms provided by the County shall state the reason for the leave, specify the proposed beginning and ending dates of the requested Leave, and be signed by the employee and his physician.

(c) A Workers' Compensation Disability Leave by law may continue for an indefinite period of time. However, the employment relationship with the County shall end after an employee's absence for two (2) years.

(d) When an employee on a Workers' Compensation Disability Leave is able to return to work, he will be returned to his former job, if he is able to perform such duties; and the person who has been hired into such former position may exercise all other rights provided through this Contract.

**ARTICLE 19**

**LEAVES OF ABSENCE**

**Section 1. Leaves of Absence Generally.**

Except for absences expressly authorized and approved pursuant to other specific provisions of this Agreement (i.e., paid vacations, paid holidays, etc.), employees shall not be absent from work without an approved leave of absence, as provided for in this Article. An employee who is absent three (3) days or more without notifying the Employer and making mutually acceptable arrangements for return to work, except when the failure to notify and return to work is due to circumstances beyond the control of the employee, shall be deemed terminated and shall have no further right to re-employment.

**Section 2. Medical Leave.**

A medical leave of absence is required if an employee is absent (or anticipates absence) from work due to illness, injury, surgical procedure, etc. (with or without pay), for a period of three (3) working days or longer. The medical leave request form and doctor's certification form should be completed prior to the beginning of the medical leave.

Subject to the conditions and limitations in the Family and Medical Leave Act (FMLA) and in the Berrien County Family and Medical Leave of Absence Policy (policy #4080), an employee may also be eligible for time away from work under the FMLA for an employee's injury or illness, to attend a family member's injury or illness and as otherwise provided for in the FMLA. Use of accumulated sick and / or vacation time for absences under this collective bargaining agreement shall run concurrently with time away from work under the FMLA. The use of vacation time is at the employee's discretion when FMLA is used for the employee's serious health condition or when used under the military service provisions.

A medical leave of absence, with or without pay, under this section shall not exceed one hundred eighty (180) calendar days from the first day of the leave. Any extension beyond 180 days is subject to approval by the Trial Court Administrator or designee with concurrence of the county Human Resources director. When an employee returns to work at the conclusion of an approved medical leave of absence, the duration of which is less than 180 calendar days, and subsequently requests and receives approval for additional medical leave for the same medical condition, the time is added to the accumulated days from the previously approved medical leave.

The following provisions shall govern all medical leaves of absence:

(a) A Medical Leave, requested by the employee or imposed by the Court, is defined as follows:

A leave of absence which, at the time it is applied for and granted, is to be used in connection with a known or projected period of temporary disability (i.e., medical or physical inability to perform the employee's job) on the part of the employee. For example, a Medical Leave shall be requested by an employee who is or will be temporarily unable to perform his job by reason of an illness and/or injury, surgery, pregnancy and/or childbirth. A medical leave of absence may be imposed by the Court when the Court determines that an employee is unable to perform the essential functions of the job because of temporary disability.

(b) Application for a Medical Leave shall be made on forms provided by the County, shall state the reason for the leave, shall specify the proposed beginning and ending dates of the requested leave of absence, and shall be signed by the employee and the employee's physician.

(c) When a requested Medical Leave is granted, it shall be granted in writing, shall specify the reason for which it is granted, shall specify the beginning and ending dates of the leave, and shall be signed by the supervisor, the Trial Court Administrator or designee and the Human Resources Director.

(d) When a Medical Leave of Absence is granted, the employee shall first use his earned and accumulated paid Sick Leave for the actual days of disability occurring during the Medical Leave, as such actual disability days are verified by a physician's certificate. Once the employee has exhausted his/her accumulated paid Sick Leave (including accrued paid vacation, if the employee elects to use his Vacation Allowance as paid Sick leave), the balance of the Medical Leave shall be without pay.

(e) An employee shall not be eligible for a Medical Leave during his/her probationary period.

(f) If a Medical Leave is granted for a period up to but not exceeding one hundred eighty (180) calendar days, the Court will hold the employee's position vacant. If, however, a Medical Leave (including any extension or renewal thereof) exceeds in the aggregate one hundred eighty (180) calendar days, then and in such event, upon expiration of the Leave, the Court will attempt to place the employee within his/her department in the same type of position being held before the Leave began, if such work is available. If such work is not available, the employee will be offered the opportunity to fill the first vacancy occurring within his/her department in his former or a lower paid classification, provided he has the experience, training and qualifications to perform the job. An employee returning from a Medical Leave may be placed in a vacant position without regard to the posting or other job vacancy provisions of this Agreement. If, upon termination of a Medical Leave in excess of one hundred eighty (180) calendar days, an employee refuses a position within his department for which he/she is qualified, the employee shall be deemed terminated and shall have no further right to re-employment with the Court.

(g) An employee on a Medical Leave may request that the Leave be terminated and that he be returned to work prior to the expiration date of the Leave; provided, however, that the Court shall have sole discretion in determining whether to allow early termination of the Leave.

(h) An employee on a Medical Leave shall keep the Court informed of any relevant changes in his condition and/or circumstances; and the Court may in its discretion periodically require the employee to verify the continued reason and need for such Leave. Failure of an employee to do so, when requested, shall be grounds for termination or revocation of the Leave.

li) If the provisions of this article conflict with the Family Medical Leave Act, the Act shall prevail.

**Section 3. Leaves of Absence Without Pay.**

(a) An employee may request, and the Trial Court Administrator may grant, a Leave of Absence Without Pay for a period of not less than one (1) or more than six (6) months.

(b) Vacation Allowance, Sick Leave benefits, and credited service in the Berrien County Employees Amended Retirement Plan do not accrue during a Leave of Absence Without Pay.

(c) Health Care and Life Insurance may be continued during a Leave of Absence Without Pay, provided that the employee pays the actual cost of such coverage; failure to prepay any month's premium to the Personnel Department by the fifteenth (15th) of the month prior to the month of coverage results in loss of benefits. Once lost, the benefits cannot resume, until the employee returns to work.

(d) The granting or denial of any Leave of Absence Without Pay in any given case shall not constitute any practice or precedent whatsoever with respect to any other case.

(e) An employee shall not be eligible for a Leave of Absence Without Pay during his probationary period.

(f) An employee on a Leave of Absence Without Pay may request that the Leave be terminated and that he be returned to work prior to the specified expiration date of the Leave; provided, however, that the Court shall have sole discretion in determining whether or not to allow early termination of the Leave.

**Section 4. Military Leave.**

Application for Military Leave of Absence shall be made to the Trial Court Administrator in writing, 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. 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 5. Bereavement Leave.**

(a) 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 a member of his immediate family. As used in this Section, the term "immediate family" includes: an employee's spouse, children, stepchildren, parents, sisters, stepsisters, brothers, stepbrothers, grandparents, grandchildren; his spouse's parents, brothers, sisters and grandparents; and other relatives residing in the employee's household. In the event of a death of an aunt or uncle of the employee, an employee may utilize one sick day for Bereavement Leave.

(b) Paid Bereavement Leave shall not be granted during an employee's paid holiday, Sick Leave, or during any other leave of absence.

(c) If required, an employee may use up to two (2) days of accumulated Sick Leave for extended travel or other circumstances related to the Bereavement Leave.

**Section 6. Failure To Return After Leave.**

If an employee fails to return to work after any Leave of Absence within three (3) days of the agreed upon return date without making mutually acceptable arrangements for return to work, except when the failure to notify and return to work is due to circumstances beyond the control of the employee, the employee shall be deemed terminated and shall have no further right to re-employment with the Court.

## ARTICLE 20

### VACANCIES AND PROMOTIONS

**Section 1. New Classification.**

If the Employer establishes a new job classification within the bargaining unit, the rate of pay for the new job classification shall be determined by the Court. The Court will then advise the Union of the new job classification, its general job description or assignments, and the rate of pay determined by the Court. In the event the Union does not agree with the rate of pay established by the Court, the Parties' respective Bargaining Committee will meet to negotiate the rate and, further, if an impasse in bargaining is reached, it will be referred to the grievance procedure for disposition.

**Section 2. Classification Modification.**

If the Court modifies an existing classification by introducing new equipment or requiring additional skills and/or responsibilities, the following shall apply:

(a) The Court reserves the right to determine the content, duties, and responsibilities and qualifications of jobs, and it may from time to time modify or amend job descriptions.

(b) Whenever a job description is modified or amended, the Employer will provide a copy of the new job description and a copy of the previous job description to the Chief Steward at once. The following procedure will apply when the Employer amends the job 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 job 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 Court may amend or modify the duties or responsibilities associated with a job, as stated above. However, if in the opinion of the Union the modification so changes the nature or character of the job that the job no longer fits an existing classification, then the procedure described under Section 1, New Classification, above, will be followed for establishing pay rates. Any reclassification will not result in loss of pay by an employee in the classification affected.

(d) Where the parties cannot agree whether an amended or modified job description has been so altered, then the following procedure shall be followed:

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

(ii) If the grievance results in a determination through arbitration that the amendment or modification has created a job 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 grievance/arbitration procedure.

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

(i) Where the Parties agree that an amended or modified job constitutes a different job 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 job 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.

(iii) In all decisions concerning pay rates, the arbitrator shall be limited to accepting the last best offer of one of the Parties; but he shall have no authority to compromise between the respective last best offers. It is agreed that any new pay rate will be retroactive back to the date the job description was amended or modified by the Court.

(f) The Court shall notify the Union prior to reclassifying any employee and discuss the reclassification with the Union so that a joint determination may be made as to the posting of the position or, if it is a reclassification, as provided in Article 20, Section 2(b) above.

### **Section 3. Vacancies and New Positions.**

(a) When a job vacancy occurs or a new position is created within the bargaining unit, the position will be posted by the Court for a period of five (5) working days on the bulletin boards in each County facility where bargaining unit employees are regularly assigned to work with minimum qualifications. This posting period may be concurrent with the county posting.

(b) Employees who are interested in the posted position and who have the minimum qualifications and ability may make written application for the position at the County's Personnel Department within the posting period.

(c) 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. The Union has the right to grieve, but must establish that the department head has abused his discretion by using non-uniform evaluative criteria.

(d) The Court may fill a vacancy or new position on a temporary basis during the time necessary to fill the job on a regular basis. A Temporary Employee shall not be used to replace a member of the bargaining unit.

(e) A promoted employee shall be placed on the lowest salary step (based upon the current salary schedule) of his new classification, which will afford the employee at least a five percent (5%) pay raise. For purposes of this paragraph, the term "pay raise" shall mean an increase in the employee's annualized earnings in his new classification, as compared with what the employee's

annualized earnings would have been in the old classification, when projected over the twelve (12) month period following the promotion.

**Section 4. Trial Period and Re-bidding.**

(a) An employee who is transferred to or successfully bids upon a new position shall be subject to a thirty (30) day trial period under the direction of the Employer, in order to determine his ability to perform the job successfully and satisfactorily, in the opinion of the Employer. This trial period may be extended to a maximum of 90 days upon mutual consent. If at any time during the trial period the Employer determines that the employee is not successfully or 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 Employer will advise the employee in writing of the reasons for doing so.

(b) An employee who bids on and receives a job change as provided herein, shall not be eligible to bid on another job posting for a period of six (6) months following the job change, unless such re-bidding is approved by the Court.

**Section 5. Transfers.**

Transfers or reassignments between divisions of the Friend of the Court Office will not be limited.

**Section 6. Temporary Work in Higher Classification.**

(a) 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 five (5) consecutive workdays, or ten (10) cumulative workdays within a sixty (60) day period, shall be paid at the higher grade and at the current step of the salary schedule which affords the employee at least a five (5) percent increase in pay from the first day of the assignment.

(b) Assignment of those tasks, which differentiate a higher paying classification, will determine whether or not a temporary assignment has taken place. The Employer shall not attempt to circumvent the intent of this Section by distributing those tasks of the vacated position to a number of employees or through other reassignments. Likewise, Temporary Employees shall not be used to fill vacancies referred to in this Section, until Regular Employees have been offered such positions, under terms of this Section.

(c) In filling a temporary vacancy, the Court shall offer the opportunity for a temporary assignment to the most senior employee and in the event that employee refuses, to the second most senior employee in the next lower classification within the department, who have the ability to do the work. In the event that both of these employees refuse the temporary assignment, the Court may assign another employee.

(d) Following such temporary assignment, the employee shall be returned to his former classification, department, and rate of pay with seniority credit for the time spent in the higher classification. Such assignment shall not exceed six (6) months, except on mutual agreement between the parties.

**Section 7. Emergency Assignments.**

(a) Any employee may be required to perform duties, which are not normally part of his assigned job, only in emergency situations. Emergency situations shall be defined to mean situations caused by factors beyond the control of management which cannot be anticipated or planned for in the normal course of department operations and where assignment of workers cannot be delayed until the proper employee can be assigned.

(b) It is mutually understood that in emergency situations it may be immediately impractical to apply procedures outlined in Section 4 of this Article. However, the Court agrees to move without

undue delay to call in or otherwise assign the appropriate employee of the proper classification in accordance with the provisions of this Agreement.

**Section 8. Temporary Work in Lower Classification.**

Employees who are temporarily assigned to a lower classification, either in emergencies or non-emergencies, will not suffer a reduction in wages and benefits.

**ARTICLE 21**

**COURT-PAID EDUCATION AND TRAINING**

**Section 1. Approval.**

The Trial Court Administrator or designee may, upon request from an employee, approve Court-paid education and training for workshops, seminars, and other educational opportunities, provided that such costs have been allocated in the Department's current operating budget. The department head will attempt to offer such educational opportunities on as broad a base as possible.

**Section 2. Requirements.**

Any Court employee who receives Court-paid education or training over a period of two weeks or more while receiving his regular pay shall be required, as a condition of receiving such education or training, to sign an agreement to reimburse the Court for the cost of such education or training on a pro-rata basis, if he resigns or is discharged from Court employment within one (1) year after completing such education or training. Any court employee who requests the Court to pay for college courses must follow the Berrien County College Course Reimbursement Policy, Number ADM-1240.

**Section 3. Reimbursement.**

Such Agreement shall further provide that said reimbursement costs may be recovered by the Court offsetting any compensation due the employee by the Court or by initiating other legal action against said employee.

**Section 4. Required Attendance.**

The Court may require an employee to attend seminars, institutes, conferences or workshops, provided that there shall be no cost to the employee.

**ARTICLE 22**

**USE OF FACILITIES**

**Section 1. Union Meetings.**

The Union may, with the prior consent of the Trial Court Administrator, use public meeting rooms in Court buildings for Union meetings, when such rooms are available outside normal business hours.

**Section 2. Bulletin Boards.**

The Court 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 posting 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.

## **ARTICLE 23**

### **JURY DUTY AND COURT TIME**

#### **Section 1. Jury Duty.**

(a) An employee who is called for Jury Duty shall notify the department head or supervisor immediately upon receiving notice of such call and shall follow County Policy number ADM-4050.

(b) An employee who misses work because of Jury Duty shall lose neither salary nor benefits, provided he assigns all fees or other compensation for such duty during his normal workday to the Court.

(c) An employee who is required to report for Jury Duty shall, upon completion of or release from such duty, report for and work his remaining scheduled hours, if two (2) or more such hours remain.

#### **Section 2. Court Time.**

(a) If an employee is called as a witness in a judicial proceeding for reasons connected with his Court employment, such employee shall:

(i) Receive pay for such attendance if and to the extent it occurs during the employee's regularly scheduled working hours.

(ii) Receive pay in accordance with the "Overtime" provisions of Article 11 of this Agreement for such Court Time, if and to the extent it occurs during hours when the employee is not scheduled to work.

(b) It is the intent of this Section 2 that an employee not receive more in the form of pay and witness fees than he would have received for working in the absence of such Court Time.

## **ARTICLE 24**

### **LAYOFF AND RECALL**

#### **Section 1. Layoff.**

Layoff shall mean the separation of an employee from the active work force due to a reduction in the work force by the Court for any reason determined by the Court. When the size of the work force is to be reduced through a layoff of employee by the Court, the following procedure will be utilized:

(a) The Court shall determine the departments and classifications to be affected, including the number of positions in each department and classification to be eliminated or reduced. The Court will give at least two (2) weeks notice of layoff.

(b) Upon determination of the departments and classifications to be affected and the number of positions within each such classification and department to be eliminated or reduced, the Court shall implement such layoffs as follows:

(i) Probationary employees in the department and classification affected shall be laid off first, provided that the remaining employees in the classification and department have the necessary training, experience and qualifications to perform the required work, as determined by the Court.

(ii) Additional layoffs within the department and classification affected shall be administered in the inverse order of the employees' seniority; i.e., employees with the least seniority in the department and classification affected shall be laid off first, provided that all remaining employees in the classification and department have the necessary training, experience, and qualifications to perform the required work, as determined by the Court.

**Section 2. Bumping Upon Layoff.**

Bumping of one employee by another employee, in connection with Layoffs pursuant to this Article, shall only be permitted subject to and in accordance with the following terms and conditions:

(a) There shall be no bumping between departments, regardless of classification and/or seniority.

(b) Bumping between classifications within a department shall be permitted, subject to the following terms and conditions:

(i) A laid-off employee may only bump, if at all, into an equal or lower paid classification within the same department; and

(ii) An employee may bump only if he has all the necessary training, experience and qualifications, as determined by the Court, to perform the work of the new classification; and

(iii) An employee may not bump another employee having equal or greater seniority, regardless of classification.

(c) An employee who is eligible to exercise bumping privileges in accordance with the provisions in this Section may exercise such privileges, if at all, only if he does so in writing within two (2) working days of being notified of a layoff.

**Section 3. Recall.**

(a) Employees who are laid off from a classification and department, as provided in Section 1 above, shall have recall rights in the inverse order of their layoff, as vacancies occur or positions are reinstated in the classification and department from which they were laid off, provided that such employees still have the physical and mental capacity to perform the required work, in the opinion of the Court. Employees having exercised bumping privileges, as provided in Section 2 above, shall similarly be eligible for recall to their former classifications at such time as vacancies occur or positions are reinstated in their former classifications, provided that such employees still have the necessary experience, training and qualifications to perform the required work, as determined by the Court.

(b) Notices of Recall shall be sent by registered or certified mail to the recalled employee's last known address, according to the records of the Court, and shall allow a minimum of seven (7) calendar days between the date of mailing and date scheduled for the employee's return to work. A recalled employee who does not report for work on the designated return date, or who has indicated that he no longer desires to be employed by the Court, shall lose all further recall rights.

**Section 4. Chief Steward Super-Seniority.**

The bargaining unit's designated Chief Steward shall head the Seniority List within his department for the purposes of Layoff and Recall for the term of his office only; provided, however, that this

Section shall not be construed to require the Court (after its determination of affected classifications pursuant to Article 24, Section 1(a), to create a job or vacancy which would not otherwise exist, nor to place the employee into another bargaining unit position within the employee's department which, in the sole discretion of the Court, the employee is not fully and wholly qualified to perform. In the event the Chief Steward is laid off, the Union shall designate an unaffected bargaining unit employee as the new Chief Steward.

## ARTICLE 25

### TERMINATION OF EMPLOYMENT

#### Section 1. Termination of Employment.

Employees wishing to resign from Court employment should make every effort possible to give a minimum of two (2) weeks' written notice of their intent to resign to their department head. Whenever possible, a four (4) weeks' written notice should be given to the Trial Court Administrator to facilitate filling of vacancies created. Employees planning to retire shall give ninety (90) calendar days' written notice of their intent to retire to both the Trial Court Administrator and the Personnel Department to facilitate implementation of pension benefits.

## ARTICLE 26

### PROHIBITIONS

#### Section 1. Interruption of Services.

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, nor shall they picket Court or County premises in any manner which shall interrupt Court or County services.

#### Section 2. No Strike.

The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere with the services of the Court.

#### Section 3. No Lockout.

During the life of this Agreement the Court shall not cause, permit or engage in any lockout of its employees.

#### Section 4. Penalties.

The Court retains the right to discipline or discharge any employee participating in any strike or stoppage, as described in Section 1 and 2 above.

## ARTICLE 27

### MISCELLANEOUS PROVISIONS

#### Section 1. Severability.

If any Article, Section, or Provision of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected hereby, and the parties shall enter into Collective Bargaining for the purpose of assuring a mutually satisfactory replacement for such Article, Section, or Provision.

#### Section 2. 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 parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the agreements arrived at by the parties after exercise of that right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Court and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or governed in this Agreement, or with respect to any subject or matter not specifically referred to or governed in this Agreement.

### **Section 3. Amendments.**

This Agreement may be supplemented or amended only by mutual consent and agreement of the parties. Any such supplement or amendment shall be in writing, shall be signed by the parties' authorized representatives, and shall become and be a part of this Agreement without changing the terms or provisions of this Agreement, except as clearly and specifically provided in any such written supplement or amendment.

### **Section 4. Special Conferences.**

(a) In the interest of harmonious labor relations between the parties, Special Conferences will be arranged between the parties upon request of either party to the other within fifteen (15) calendar days of such request.

(b) The Union Stewards involved will be limited only to those directly involved in matters on the Agenda, and all matters discussed will be confined to those included on the Agenda.

(c) Conferences will normally be held between 8:30 a.m. and 5:00 p.m., and participants involved shall not lose pay and benefits for the time spent in such conferences.

### **Section 5. Union Rights.**

(a) A job classification shall not, except by mutual agreement between the parties, be removed from the bargaining unit merely by changing its title.

(b) Non-bargaining unit employees will not be assigned bargaining unit work, where it would cause the layoff of a bargaining unit employee and delay the announcement and/or filling of any vacant position in the bargaining units.

### **Section 6. Subcontracting.**

(a) The Union recognizes the Court's right to assign other Trial Court employees to do bargaining unit work, or to contract or subcontract work to non-bargaining unit persons provided, however, that such assignment, contracting or subcontracting of work or services shall not result in layoff of Court employees from their present classifications in the bargaining unit.

(b) Assignment, contracted or subcontracted work or services may, in the Court's discretion, be either increased or decreased, provided it does not cause general Employees in the bargaining unit to be laid off from their present classifications or suffer a reduction in employee benefits provided in this Agreement.

### **Section 7. Mileage.**

Employees who are required by the Court to use their personal vehicles to conduct Court business shall be reimbursed at a rate established by the Berrien County Board of Commissioners. Employees

shall comply with such mileage reimbursement procedures as the Court may require. If in the normal course of an employee's duties he is required to transport any person, the Court shall agree to hold him harmless as long as he is acting within the scope of his employment.

**Section 8. Past Practice.**

All existing policies that are not superseded by this Agreement are to be recognized and remain in full force and effect.

**Section 9. Home Office Assignments.**

(a) Each employee of the Court who is required to perform service for the Court shall be assigned a home office and they shall be compensated for any trips, seminars or conferences taken which are mandated by the Employer for mileage from the employee's home office.

(b) When employees are attending seminars, etc., that are voluntary non-mandated functions, they shall be reimbursed for mileage and other travel expenses and shall be compensated for their normal work day of 7.5 hours only.

**Section 10. Random Drug Testing.** 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.

## ARTICLE 28

### DURATION OF AGREEMENT

**Section 1. Duration.**

This Agreement shall take effect on January 1, 2011, and shall continue in full force and effect from said date until midnight on the 31st day of December, 2013, and shall be automatically renewed from year to year thereafter, 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 as provided in Section 2.

**APPENDIX "B"**

**2011 and 2012 TRIAL COURT SALARY SCHEDULE**

**OFFICE ASSISTANT: C1**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
21,520	22,596	23,726	24,912	26,158	27,466	28,839

**ACCOUNT CLERK and ADMINISTRATIVE SECRETARY: C2**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
24,800	26,040	27,342	28,709	30,144	31,651	33,234

**LEAD ACCOUNT CLERK: C3**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
28,519	29,945	31,442	33,014	34,665	36,398	38,218

**COURT INVESTIGATOR: C4**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
31,437	33,009	34,660	36,393	38,213	40,124	42,130

**DOMESTIC INVESTIGATOR: C5**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
38,128	40,034	42,036	44,138	46,345	48,662	51,095

**2013 TRIAL COURT SALARY SCHEDULE**

**OFFICE ASSISTANT: C1**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
21,627	22,709	23,844	25,036	26,289	27,603	28,983

**ACCOUNT CLERK and ADMINISTRATIVE SECRETARY: C2**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
24,924	26,170	27,479	28,852	30,295	31,809	33,400

**LEAD ACCOUNT CLERK: C3**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
28,661	30,095	31,599	33,179	34,838	36,580	38,409

**COURT INVESTIGATOR: C4**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
31,594	33,174	34,833	36,575	38,404	40,325	42,341

**DOMESTIC INVESTIGATOR: C5**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
38,319	40,234	42,246	44,359	46,577	48,905	51,350

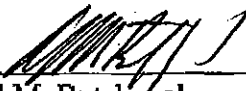
**APPENDIX "C"**  
**BERRIEN COUNTY**  
**COMPREHENSIVE MAJOR MEDICAL PLAN**  
**SCHEDULE OF BENEFITS**

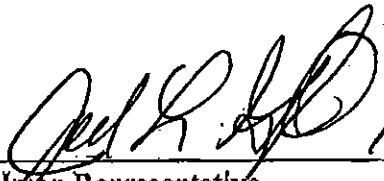
DEDUCTIBLE	\$250 INDIVIDUAL \$500 FAMILY
CO-PAYMENT	10%
MAXIMUM CO-PAYMENT	\$1000 INDIVIDUAL \$2000 FAMILY
MAXIMUM ANNUAL COST	\$1250 INDIVIDUAL \$2500 FAMILY
HOSPITAL PRE-CERTIFICATION	REQUIRED, OR 20% REDUCTION
SECOND SURGICAL OPINION	REQUIRED, OR 20% REDUCTION
PRESCRIPTIONS	PRESCRIPTION CARD: \$15 GENERIC CO-PAY; \$30 NON-GENERIC CO-PAY MAIL ORDER AVAILABLE FOR 90 DAY SUPPLY FOR ONE CO-PAY
EMPLOYEE CONTRIBUTION	15 PERCENT OF APPLICABLE HEALTHCARE PREMIUM PER MONTH
CHIROPRACTIC CARE	36 REIMBURSABLE VISITS PER CALENDAR YEAR PER COVERED INDIVIDUAL
INPATIENT SUBSTANCE ABUSE	90/10 REIMBURSEMENT SUBJECT TO STATE REIMBURSEMENT LEVELS 2 COURSES OF TREATMENT PER ENROLLEE PER LIFETIME
RIDER AP-2 RIDER RM RIDER CMM-RPS RIDER PSA	ANNUAL PHYSICAL ROUTINE MAMMOGRAPHY PAP SMEAR PROSTATE ANTIGEN SCREENING



FOR THE COURT:

FOR THE UNION:

By:   
Alfred M. Butzbaugh                      Date  
Trial Court Chief Judge

By:  1/13/11  
Union Representative                      Date

By: Margaret A. Harrington 1/14/11  
Union Steward                              Date