

12/31/95

E

**LABOR AGREEMENT**  
**BETWEEN**  
**JUDGES OF THE PROBATE COURT**  
**OF**  
**BERRIEN COUNTY**  
**AND**  
**THE BERRIEN COUNTY PROBATE**  
**AND**  
**JUVENILE COURT EMPLOYEES**  
**CHAPTER OF LOCAL NO. 2757**  
**AND**  
**MICHIGAN COUNCIL NO. 25**  
**OF THE INTERNATIONAL UNION**  
**OF THE AMERICAN FEDERATION OF**  
**STATE, COUNTY AND MUNICIPAL**  
**EMPLOYEES**  
**(AFL-CIO)**

*Berrien County*

**EFFECTIVE: OCTOBER 1, 1993 - DECEMBER 31, 1995**

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

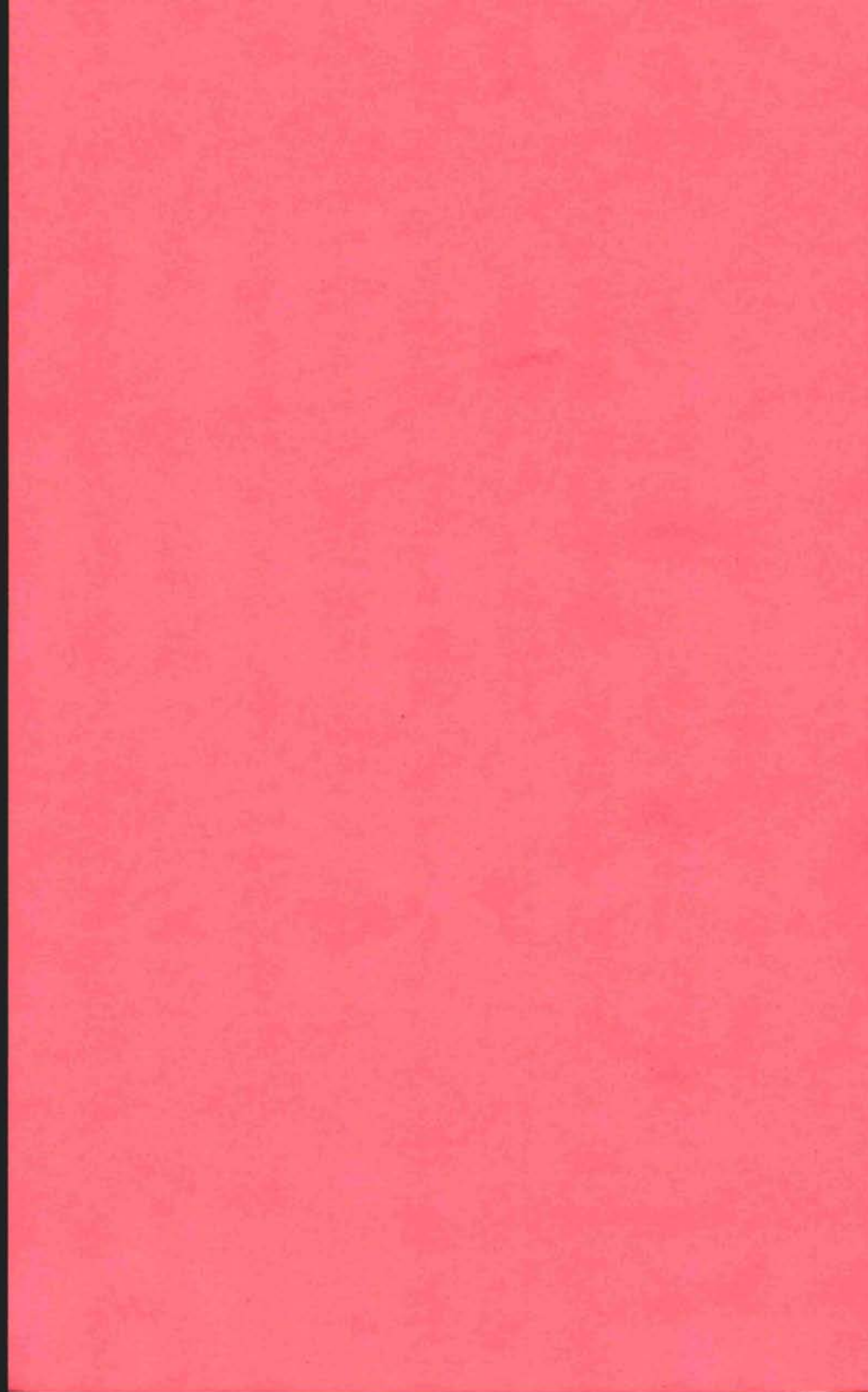


TABLE OF CONTENTS

EMPLOYEES CHAPTER

TITLE	ARTICLE		SECTION	PAGE
Agency Shop	5	Union Security	1	7
Aid to Other Unions	5	Union Security	3	10
Arbitrator's Powers	7	Griev. & Arbit. Proced.	6	16
Arbitration Request	7	Griev. & Arbit. Proced.	4	15
Arbitration Waiver	7	Griev. & Arbit. Proced.	10	19
Bargaining Committee	3	Union Representation	2	4
Bargaining Sessions	18	Negotiation Procedures	4	49
Bereavement Leave	14	Sick Time & LOA	7	42
Berrien County Employee Compensation Plan	10	Wages & Classifications	1	26
Bulletin Boards	19	Miscellaneous	2	50
Cancellation of Paid Leave	14	Sick Time & LOA	1(e)	40
Captions	19	Miscellaneous	1	50
Classification Modification	10	Wages & Classifications	5	27-29
Collective Bargaining Unit	1	Recognition	1	2
County Juvenile Officer & Assistants	1	Recognition	2	2
Definition of Grievance	7	Griev. & Arbit. Proced.	1	12
Discharge & Suspension	7	Griev. & Arbit. Proced.	7	16-18
Dues or Representation Fee Checkoff	5	Union Security	2	7-9
Duration	20	Duration of Agreement		57
Educational Leave	14	Sick Leave & LOA	4	41
Emergency Closing of Co. Facilities	19	Miscellaneous	8	54

<u>TITLE</u>	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
Fulltime Employees	2 (Definition of Emp.)	1	3
Grievance Committee Defined	7 Griev. & Arbit. Proced.	3(b)	13
Grievance Procedure	7 Griev. & Arbit. Proced.	3	12-15
Grievance Resolution	7 Griev. & Arbit. Proced.	8	18
Health Care & Life Insurance	14 Sick Time & LOA	3(c)	41
Health Care Insurance	17 Insurance & Pension	2	46
Health Care Insurance for Retirees	17 Insurance & Pension	4	46
Holiday Eligibility	15 Holidays	2	44
Holidays/Juvenile Center	15 Holidays	3	44
Holidays Recognized	15 Holidays	1	43
Hours Paid Equal Hours Worked	11 Hours of Work	2	30
Insurance Carriers	17 Insurance & Pension	3	46
Layoff Procedure	13 Layoff & Recall	1	37
Length of Service Accrual	8 Seniority	9	23
Length of Service Defined	8 Seniority	7	22
Life Insurance	17 Insurance & Pension	5	47
Loss of Seniority	8 Seniority Prob. Period & Length of Service	5	21
Lost Time	7 Griev. & Arbit. Proced.	2	12
Lunch & Relief Periods	11 Hours of Work	3	30
Medical/Disability Without Pay	14 Sick Time & LOA	2(a)	40
Mileage	19 Miscellaneous	9	56

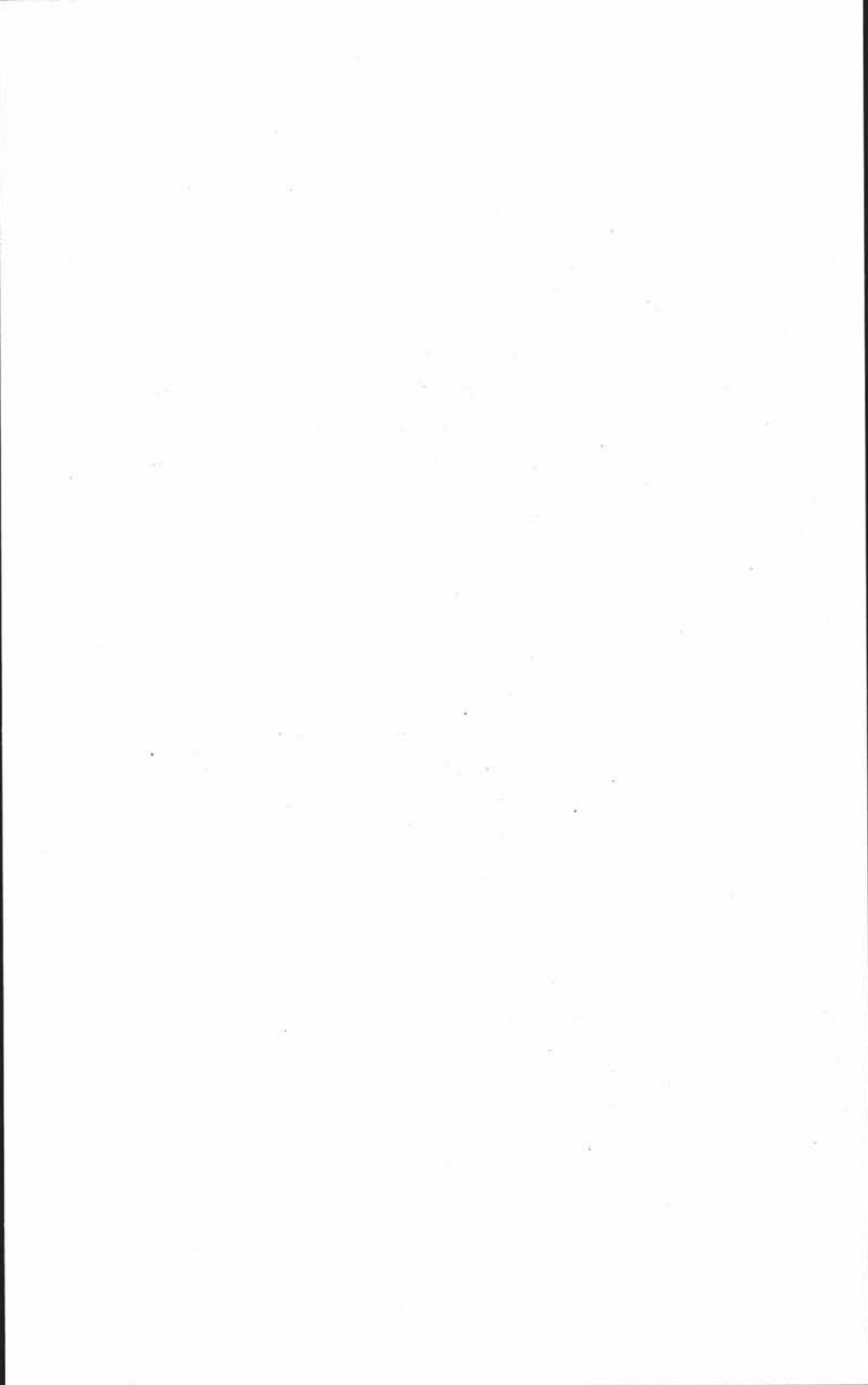
<u>TITLE</u>	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
Military Leave	14	Sick Time & LOA	8 42
Negotiations	18	Negotiation Proced.	1 49
Negotiating Representation	18	Negotiation Proced.	2 49
New Classifications	10	Wages & Classifications	4 27
Normal Work Hours	11	Hours of Work	1 30
No Strike//No Lockout	6	Prohibitions	1 11
Overtime & Comp Time	12	Overtime & Shift Prem.	1 32-35
Overtime/Comp Time Assigning/CCWorkers	12	Overtime & Shift Prem.	1(e) 33
Paid Sick Leave	14	Sick Time & LOA	1 39
Pension Plan	17	Insurance & Pension	6 47-48
Permanent Position	9	Vacancies & Promotions	1 24
Personal Leave Day	14	Sick Leave & LOA	1(c) 39
Personal LOA	14	Sick Leave & LOA	3(a) 41
Physical Exams	19	Miscellaneous	6 53
Probationary Employees	2	Definition of Emp.	4 3
Probationary Period	8	Seniority (Prob. Period)	6 22
Prior Notice	14	Sick Leave & LOA	1(d) 40
Prior Notice	16	Vacation	3 45
Purpose and Intent			1
Recall Procedure	13	Layoff & Recall Proced.	2 37-38
Reference to Gender	1	Recognition	3 2
Re-Opener	20	Duration of Agreement	57
Return from Leave	14	Sick Leave & LOA	9 42
Required Time use	14	Sick Leave & Loa	5 41
Rights	4	Management Rights	1 5-6

III

<u>TITLE</u>	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
Rules & Regulations	19	Miscellaneous	7 54
Salary Schedule	10	Wages & Classifications	2 26
Salary Schedule Appendix "A"			
Selection of Arbitrator	7	Griev. & Arbit. Proced.	5 15
Seniority Accrual	8	Seniority, Prob. Period & Length of Service	2 20
Seniority Defined	8	Seniority, Prob. Period & Length of Service	1 20
Seniority List	8	Seniority, Prob. Period & Length of Service	3 20
Severability	19	Miscellaneous	10 56
Seniority Status for Part time & Temps	2	Definition of Employees	3 3
Shift Assignment	12	Overtime & Shift Prem.	2 36
Shift Coverage	12	Overtime & Shift Prem.	3 36
Special Conferences	19	Miscellaneous	5 53
Step Increases	10	Wages & Classifications	3 27
Stewards & Alternates	3	Union Representation	1 4
Super Seniority	8	Seniority, Prob. Period & Length of Service	4 20
Temp Employees (Subs Supplement)	19	Miscellaneous	4 50-52
Temporary Employees	2	Definition of Employees	2 3
Temp Work in Higher Classification	9	Vacancies & Promotions	3 25
Trial Period & Re-Bidding	9	Vacancies & Promotions	2 25
Union Leave of Absence	14	Sick Leave & LOA	6 42
Use of Length of Service	8	Seniority, Prob. Period & Length of Service	8 22

<u>TITLE</u>	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
Vacation Eligibility	16	Vacations	1 45
Vacation/Prior Notice	16	Vacations	3 45
Vacation/Scheduling	16	Vacations	2 45
Verbal Procedure	7	Griev. & Arbit.Proced.	3(a) 13
Veterans Rights	19	Miscellaneous	3 50
Waiver	19	Miscellaneous	11 56
Workers Comp Benefits	17	Insurance & Pension	1 46
Written Agreement	18	Negotiation Procedures	3 49
Written Procedure	7	Griev. & Arbit. Proced.	3(c) 13-15

Salary Schedule	Appendix "A"
Classification & Grade Table	Appendix "B"
Schedule of Benefits	Appendix "C"





## LABOR AGREEMENT

THIS AGREEMENT is made and entered into and effective this first day of October, 1993, by and between the JUDGES OF THE PROBATE COURT OF BERRIEN COUNTY, hereinafter referred to as the "Employer," and the BERRIEN COUNTY PROBATE AND JUVENILE COURT EMPLOYEES' CHAPTER OF LOCAL NO. 2757, and MICHIGAN COUNCIL NO. 25 OF THE INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFL-CIO), hereafter referred to as the "Union."

### PURPOSE AND INTENT

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

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

The purpose and intent paragraphs are not a substantive part of this Contract.

**ARTICLE 1**  
**RECOGNITION**

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

All Permanent Full-time Employees of the Berrien County The Probate Court, but excluding the Director of Court Services, Accounting Manager, Probate Register, Chief Deputy Probate Register, Juvenile Register, Juvenile Center Director, Recreational Services Supervisor, Detention Services Supervisors, Residential Services Supervisor, Non-Attorney Referee, Residential Services Manager, Youth Services Manager, Manager of Court Services, Intake Manager, Attorney Referee, Sr., Attorney Referee I, all confidential employees, attorneys employed by , and all part-time and temporary employees.

**Section 2. County Juvenile Officer and Assistants.** A County Juvenile Officer or Assistant, who otherwise is covered by this Agreement, and who has elected option A or B under P.A. 248 of 1980, shall not be entitled to wages and benefits provided in this Agreement. This shall not preclude the granting of supplemental salary, as provided and determined by the Employer, keeping the same range of Probation Officer for the County Juvenile Officer and Assistant County Juvenile Officer for the other Assistant County Juvenile Officer.

**Section 3. Reference to Gender.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## ARTICLE 2

### DEFINITION OF EMPLOYEES

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

Section 2. Temporary Employees. Employees who are hired on an hourly basis for 1,000 or fewer hours a calendar year, are classified as Temporary Employees and may be employed on either a substitute or a supplementary basis. Substitute Employees are those assigned to an established position temporarily to perform the work of an employee who is absent; they are not covered by this Agreement. Supplementary employees are those who perform work not in an established position, for whom a short term of employment is expected and are used during peak periods in addition to employees in established positions. A Temporary Employee may not be used in excess of sixty (60) working days in the same position. They are not covered by this Agreement.

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

Section 4. Probationary Employees. New employees covered by this Agreement shall be on probationary status for the first twelve (12) months of employment, beginning with the first day of work for the Employer as a Permanent Full-time bargaining unit employee. Non-probationary employees who are hired for a posted position, other than their current position, will be on probationary status for the first six (6) months of their new position.

### ARTICLE 3

#### UNION REPRESENTATION

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

St. Joseph Courthouse-based employees.  
Youth Service Bureau.  
Morning shift at Juvenile Center.  
Afternoon shift at Juvenile Center.  
Midnight shift at Juvenile Center.

Section 2. Bargaining Committee.

(a) The Collective Bargaining Committee shall consist of one (1) steward from the Juvenile Center, the stewards from the St. Joseph Courthouse and the Youth Service Bureau, and the Chapter Chairperson. This Committee shall meet with the Employer for purposes of contract negotiations. The Chapter Chairperson may appoint alternate stewards. Alternates shall function only in the absence of the steward. Before recognition is granted, the Union shall advise the Employer in writing of the names of the stewards and the Chapter Chairperson, and alternates, if any.

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

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

## ARTICLE 4

### MANAGEMENT RIGHTS

Section 1. Rights. The Employer, on its own behalf and on behalf of the electors of the County, hereby retains and reserves to itself, except as limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including by way of illustration but without limiting the generality of the foregoing, the following rights: to manage and control administratively the Probate Court and its properties and facilities and the work-related activities of its employees; to hire all employees, to determine their qualifications and the requirements for their continued employment or termination, dismissal or demotion, and to promote and transfer all such employees; to determine the duties, responsibilities, assignments and other terms and conditions of employment of all of its employees; to define the qualifications of employees, including physical and/or psychological qualifications; to determine the size of the management/supervisory organization, its functions, authority, amount of supervision and table of organization; to determine the policy regarding the selection, testing, recruitment, training or hiring of employees; to determine or modify the responsibilities invested within a position; and to transfer or reduce personnel when, in the judgment of the Employer, such actions are deemed necessary.

ARTICLE 4-Section 1(Continued)

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

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

**ARTICLE 5**  
**UNION SECURITY**

**Section 1. Agency Shop.**

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union for the duration of this Agreement. The Union agrees to hold the Employer harmless from any and all legal claims which may arise through the application of this requirement.

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

**Section 2. Dues or Representation Fee Checkoff.**

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

**ARTICLE 5 - Section 2(Continued)**

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

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

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

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



ARTICLE 5 - Section 2(Continued)

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

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

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

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

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

**ARTICLE 5 -(Continued)**

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

**ARTICLE 6**  
**PROHIBITIONS**

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

## ARTICLE 7

### GRIEVANCE AND ARBITRATION PROCEDURE

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

**Section 2. Lost Time.** For working time necessarily spent in investigating, provided that such time is reasonable, or for presenting a grievance, or in discussing such grievance with a representative (or representatives) of the Probate Courts, the stewards, the Chapter Chairperson and the bargaining committee for authorized negotiations shall be paid at their regular straight-time rate for those hours during which they would otherwise have been at work for the Probate Court, it being agreed that such investigation or discussion or bargaining shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall any such Union representative leave his work for such purposes before first obtaining permission from his supervisor and turning his work over to a replacement, who shall be provided by the supervisor as promptly as it is practical under the circumstances.

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

ARTICLE 7 - Section 3(Continued)

Monetary settlements must be approved by the Chief Probate Judge, before they shall be final.

(a) Verbal Procedure. An employee and/or his steward shall discuss a grievance with the employee's immediate supervisor. This supervisor shall give his verbal decision no later than the end of the third (3rd) working day following the discussion. If the grievance is thus satisfactorily settled, the settlement shall be reduced to writing no later than the end of the second (2nd) working day following the last discussion of it. The settlement shall be signed by his supervisor, and a copy of the settlement shall be given to the employee and the steward.

(b) Grievance Committee Defined. The Union shall appoint a Grievance Committee from the members of this bargaining unit and they shall serve for the duration of this Agreement. The Committee shall consist of three (3) persons from the bargaining unit. The Union shall advise the Employer, in writing, the names of the persons they have selected for the Grievance Committee assignment.

(c) Written Procedure

Step 1. If the grievance is not settled through the verbal procedure, it shall be reduced to writing, shall state the date it was denied by the Supervisor in the verbal procedure, shall be signed by the Employee and his Steward, and shall be presented to the Director of Court Services and the Grievance Committee. The Grievance Committee shall constitute their certification that they have read the grievance and to the best of their knowledge, information and a reasonable investigation, believe that the grievance is well grounded in fact, and by the written terms of the Collective Bargaining Agreement.

ARTICLE 7 - Section 3(c)(Continued)

No grievance may be submitted to the written procedure unless signed by the grievant and by a majority of the members of the Union's Grievance Committee. The signatures of the members of the Union's Grievance Committee shall constitute their certification that they have read the grievance and that to the best of their knowledge, information and belief, formed after a reasonable investigation, the grievance is well grounded in fact and by the express written terms of the collective bargaining Agreement.

Step 2. If the Grievance Committee cannot settle the Grievance at Step 1, the Grievance Committee may submit the unsettled Grievance to the Director of Court Services or his designee no later than the end of the fifth (5th) working day following receipt of the disposition of the Grievance at Step 1. The Director of Court Services shall endorse the Grievance Committee's copy of the Grievance to show the date of receipt.

Step 3. The Director of Court Services shall render his written disposition of any grievance so filed no later than the end of the fifth (5th) working day following the day of his receipt of the grievance, and he shall give a copy of his disposition to the employee's steward or, in the steward's absence, to the Grievance Committee, who shall endorse the Director of Court Services' copy to indicate receipt by the Union of such disposition and the date of such receipt.

Step 4. If the Grievance Committee and representatives of the Employer cannot settle the Grievance at Step 3, the Grievance Committee may submit the unsettled Grievance to the Chief Probate Judge or his designee no later than the end of the fifth (5th) working day following receipt of the disposition of the Grievance at Step 3. The Chief Probate Judge shall endorse the Grievance Committee's copy of the Grievance to show the date of receipt.

ARTICLE 7 - Section 3(c)(Continued)

If the Grievance Committee requests a meeting with the Chief Probate Judge, or his designee, such request shall be in writing, and submitted to the Chief Probate Judge along with the Grievance. A meeting shall be scheduled within ten (10) working days, and either party may have present at such meeting its attorneys, consultants or non-employee representatives, as it shall select.

The Chief Probate Judge, or his designee, shall give his written disposition of the grievance to the Grievance Committee within five (5) working days following such meeting.

If a request for a meeting is not made, the Chief Probate Judge or his designee shall give his written disposition of the Grievance to the Grievance Committee within ten (10) working days following the day of his receipt of the Grievance.

Section 4. Arbitration Request. If the grievance disposition given in Step 4 is not satisfactory, the Union may elect, if the grievance is arbitrable, to take the grievance to arbitration. If it does not do so in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the disposition given to it in Step 4. If the Union wishes to appeal denial of a grievance in Step 4, a Council 25 Representative or the Union shall, within thirty (30) calendar days after the date of the Employer's disposition in Step 4, notify the Probate Court in writing that it elects to take the matter to arbitration.

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

ARTICLE 7 - Section 5 (Continued)

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

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

(a) The arbitrator 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 or rule upon the exercise of the Employer's rights not otherwise specifically abridged by this Agreement.

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

Section 7. Discharge or Suspension.

(a) Notice of Discharge or Suspension. The Employer agrees promptly upon the discharge or suspension of an employee to notify in writing the steward in the division of the discharge or suspension and the reason for discipline.



ARTICLE 7 - Section 7(a)(Continued)

The discharged or suspended employee will be allowed to discuss his discharge or suspension with the steward of the division, and the Employer may make available an area where he may do so, before he is required to leave the property of the Employer.

Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

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

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

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

ARTICLE 7 - (Continued)

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

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

Section 9.

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

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

ARTICLE 7 (Continued)

Section 10. Arbitration Waiver. The Union acknowledges that, as a right to have arbitration as provided herein on behalf of itself or any employee that it represents, it agrees that no action will be instituted in any court or before any administrative tribunal or agency until all of the grievance and arbitration proceedings established herein have been followed. The arbitration decision will be final and binding on the Employer, Union and employees; provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded his jurisdiction or that such decision was obtained through fraud or other unlawful action.

## ARTICLE 8

### SENIORITY, PROBATIONARY PERIOD, AND LENGTH OF SERVICE

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

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

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

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

ARTICLE 8 (Continued)

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

- (a) He quits.
- (b) He is discharged, and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) He is absent for three (3) consecutive working days without contacting his immediate supervisor. In proper cases exceptions may be made by the Director of Court Services. After such absence the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure. This Section shall not excuse an employee for being absent from work nor shall it act as a waiver of the Employer's rights to issue disciplinary action due to an employee's absence from work in appropriate cases.
- (d) If he does not return to work when recalled from layoff, as set forth in the recall procedure. In proper cases exceptions may be made by the Employer.
- (e) Return from sick leave and leaves of absence will be treated as provided in subsection (c) above.
- (f) If the employee is on layoff for a period of two (2) consecutive years, or the length of his seniority, whichever is lesser.

ARTICLE 8 - (Continued)

Section 6. Probationary Period. All employees shall be on probation for the first twelve (12) months of their employment, beginning with the first day of work for the Employer as a Permanent Full-time bargaining unit employee. Non-probationary employees who are hired for a posted position, other than their current position, will be on probationary status for the first six (6) months of their new position. Employees on probation shall not have seniority during such period, but upon completion of their probationary periods they shall have seniority dating back to their last dates of hire. Probationary employees may be terminated or laid off at the sole discretion of the Employer and shall not have recourse to the grievance and arbitration procedures of this Agreement. However, if an employee is terminated or laid off during his probationary period and is returned to work by the Employer within sixty (60) calendar days of such layoff or termination and works at least one (1) calendar month, he shall be credited with the prior period of work toward completion of his probationary period.

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

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

ARTICLE 8 (Continued)

Section 9. Length of Service Accrual.

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

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

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

## ARTICLE 9

### VACANCIES AND PROMOTIONS

Section 1. Permanent Positions. Vacancies in Permanent positions in the bargaining unit shall be posted on a bulletin board for five (5) days. For informational purposes, the posting shall contain the minimum qualifications for the job. Employees who wish to be considered for such positions shall sign their names on the posting. In making the award of the position, the Employer shall consider the applicant's work record, experience and qualifications. Where these are equal, the applicant with the greatest seniority shall be awarded the position. The Employer shall furnish the Chapter Chairperson a copy of each posting, the names of the applicants and name of the person selected. Temporary vacancies or vacancies created by leaves of absence or vacations shall not be posted. No probationary employee shall be permitted to transfer under this Section. An employee transferred to an equal or lower paying position hereunder shall be paid the rate of the job to which he is transferred at the same experience level that he received in his former classification. An employee promoted hereunder shall be placed at that step of the higher pay grade, which is recommended by the Division Director and approved by the Director of Court Services. In no case shall the employee be paid less than the annual salary which is at least five hundred dollars (\$500.00) greater than the annual salary he was being paid prior to the promotion, nor shall he be placed at a higher step in the new pay grade than he was at prior to the promotion. Employees absent during the posting period due to paid leaves, shall have the right to bid on positions posted during his absence, provided the job has not been filled. The Employer agrees that bargaining unit employees will be considered first for vacancies before hiring outside the bargaining unit.



Article 9 - (Continued)

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

Section 3. Temporary Work in Higher Classification. If, in the opinion of the Employer, there is a temporary deficiency of employees in any job covered hereby, the Employer shall offer to the employees in the unit in which the deficiency exists, on the basis of seniority and classification, a temporary assignment to such jobs. 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 ten (10) working days shall be paid at the higher Grade and at the step which is at least five hundred (\$500.00) greater than the annual salary he was being paid prior to the temporary assignment, nor shall he be placed at a higher step in the new pay grade than he was at prior to the temporary assignment. The temporarily assigned employee shall perform all duties and accept all responsibilities of the higher classification. A temporary assignment shall not extend beyond sixty (60) calendar days, unless mutually agreed upon.

ARTICLE 10

WAGES AND CLASSIFICATIONS

Section 1. Berrien County Employee Compensation Plan

The Union agrees to accept the Berrien County Employee Compensation Plan (known as the Plante & Moran Study).

Section 2. Salary Schedule

(a) Salaries will be paid in accordance with the Salary Schedules attached to and made a part of this Agreement as Appendix "A." In addition, every Permanent Full-time employee of this bargaining unit actively working on the date of ratification of the agreement by both parties shall receive the sum of \$150.00 and another \$100.00 if still actively working on January 1, 1995. Any employee on a leave of absence, on the date of ratification, shall be entitled to payment if and when they resume active working status.

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

(c) The salary schedule 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, for certain employees and upon an eight (8) hour day and forty (40) hour, five-day week for other employees, as outlined in Article 11.

(d) Effective October 1, 1993, all bargaining unit employees shall move to the step in the assigned grade, as listed in Appendix "B", that most closely approximates their salary as of September 30, 1993, but which is not less.

ARTICLE 10 - Section 2 (Continued)

(e) An employee who, as of October 1, 1993, is being paid over Step 7 in his designated grade on Appendix "A" shall receive a 2.0% increase effective October 1, 1993.

(f) An employee who, as of January 1, 1995, is being paid at Step 7 in his designated grade on Appendix "A" shall receive a 2.5% increase, effective January 1, 1995.

Section 3. Step Increases. An employee shall advance from step to step of the salary schedule based upon the employee's anniversary date in his assigned position.

Section 4. 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 Employer. The Employer will then advise the Union of the new job classification, its general job description or assignments, and the rate of pay determined by the Employer. In the event the Union does not agree with the rate of pay established by the Employer, the Parties' respective Bargaining Committees will meet to negotiate the rate; further, if an impasse in bargaining is reached, it will be referred to the arbitration procedure described below in Section 5(e).

Section 5. Classification Modification. If the Employer modifies an existing classification by introducing new equipment or requiring additional skills and/or responsibilities, the following shall apply:

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

ARTICLE 10 - Section 5(Continued)

(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 Chapter Chairperson 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 Employer 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 Parties' respective Bargaining Committee will meet to negotiate the reclassification. Any reclassification will not result in loss of pay by an employee in the classification affected.

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

**ARTICLE 10 - Section 5(d)(Continued)**

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

(ii) If the arbitration results in a determination that the amendment or modification has created a 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 arbitration procedure described below.

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

(i) Where the parties agree that an amended or modified 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. It is agreed that any new pay rate will be retroactive back to the date the job description was amended or modified by the Employer.

## ARTICLE 11

### HOURS OF WORK

Section 1. Normal Work Hours. The normal workday for employees in the Probate and Juvenile Divisions, including clerical employees at the Juvenile Center, shall be seven and one-half (7-1/2) hours, and their normal workweek shall be thirty-seven and one-half (37-1/2) hours, Monday through Friday. The normal workday for other employees at the Juvenile Center shall be eight (8) hours, and their normal workweek shall be forty (40) hours, as scheduled by the Employer. For employees in the Courthouse and Youth Service Bureau the workweek shall begin at 5:01 p.m. on Friday. For employees at the Juvenile Center the workweek shall begin according to the following shift schedule:

7-3 shift begins at 3:01 p.m. Saturday  
3-11 shift begins at 11:01 p.m. Saturday  
11-7 shift begins at 7:01 a.m. Sunday  
6-2 shift begins at 2:01 p.m. Saturday  
10-6 shift begins at 6:01 p.m. Saturday  
8-4 shift begins at 4:01 p.m. Saturday  
8:30-4:30 shift begins at 4:31 p.m. Friday  
9-5 shift begins at 5:01 p.m. Friday

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

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

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

**ARTICLE 11 -Section 3 (Continued)**

Child-care staff employees at the Juvenile Center shall eat lunch while on duty, as scheduled by the Employer. There shall be no relief periods scheduled at the Juvenile Center for child-care staff employees.

ARTICLE 12

OVERTIME AND SHIFT PREMIUM

Section 1. Overtime and Compensatory Time.

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

(b) Mandatory Overtime

Mandatory overtime is defined as and limited to hours worked in excess of sixteen (16) hours in a twenty-four (24) hour period, or when a staff person is required to remain on duty to meet minimum staffing requirements until they are properly relieved.

(c) Optional/Accumulation of Compensatory Time.

All employees shall indicate by September 1, of each year which option they choose to exercise, overtime payment or compensatory time, for the year beginning January 1. Such determination shall be irrevocable, unless approved by the Employer. New employees shall make this selection at the time of their hire.

With the approval of the supervisor, compensatory time may be accumulated up to eighty (80) hours; otherwise, accumulated hours beyond forty (40) must be scheduled off during the pay period.

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



ARTICLE 12 - Section 1(Continued)

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

(f) Assigning Overtime for Child-care Workers. When overtime work is required for child-care workers at the Berrien County Juvenile Center, it shall be offered first to employees on duty in the unit where the overtime is required; then it shall be offered to employees on duty in the adjoining unit. If no on-duty employee volunteers for the full overtime work required, the employee on duty with the least seniority in the unit needing the coverage will be required to work until properly relieved. When employees on duty refuse the overtime assignment, or if additional employees are required for overtime, it shall be offered on a rotating basis in inverse order of overtime hours worked in the preceding month by the unit requiring the overtime and then by the adjoining unit. In this case, those employees with the fewest accumulated overtime hours from the preceding months of the calendar year shall be offered first opportunity for overtime work, with the exception of probationary employees who will remain at the bottom of the overtime list until they are off probation. If additional staff is needed for a crisis situation, or if necessary overtime does not abut a shift, the overtime list shall be used. If an employee on the overtime list cannot be contacted by telephone, the next person on the list will be called.

Article 12 - Section 1(f)(Continued)

If no Permanent Full-time employees are available, on weekends and holidays the voluntary overtime list shall be used first and at other times during the week overtime shall be offered to substitute employees or employees on the voluntary overtime list, at the Employer's option. The voluntary overtime list shall consist of employees outside of the Juvenile Center in the classifications of Probation Officer and Youth Counselor. If the voluntary employee is working a 37.5 hour workweek, overtime shall be at the straight-time rate between 37.5 and 40 hours. After 40 hours, the voluntary employee shall be paid at time and one-half. Such pay will be at the employee's current rate of pay. Voluntary employees as provided for in this section shall receive sixteen (16) hours of orientation and/or on-the-job training prior to assuming the responsibilities of a permanent employee at the Juvenile Center.

No employee will be permitted to work more than sixteen (16) consecutive hours in any twenty-four (24) hour period at the Juvenile Center, except in extreme emergencies and AWOL's and then, only with approval of the Director of Court Services, or his designee. Any hours worked over sixteen (16) consecutive hours shall be paid at two (2) times the employee's regular rate of pay.

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

(g) In-service Time. Time spent by an employee traveling to and from and attending training programs, seminars or conferences shall be computed at the employee's straight-time regular rate of pay for all hours lost from his regularly scheduled hours of work.

ARTICLE 12 - Section 1(g)(Continued)

Such hours shall be included in the hours of work for overtime; but any hours away from work beyond his regularly scheduled hours shall not be counted for overtime purposes. Employees scheduled for the afternoon and evening shifts shall be presumed to have been scheduled for the day shift.

When an employee has completed, or is scheduled to complete, his required hours of training for accreditation, attendance at such programs, seminars, or conferences requiring more than eight (8) hours is at the employee's choice.

(h) Time Standards. A change in time standards (Daylight Savings, Eastern Standard, etc.) shall be ignored for purposes of this Section.

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

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

ARTICLE 12 - (Continued)

Section 2. Shift Assignment. The Employer shall determine shifts needed in any division and the appropriate number of classifications. The Division Director shall assign employees to such shifts; however, after an employee has accumulated two (2) years seniority, he shall be entitled to shift preference. For a period of thirty (30) calendar days following the above determination by the Employer, employees in divisions where shifts are needed will have an opportunity to state in writing their shift preferences to the Division Director. After the thirty-day period shift assignments based on seniority and job classifications will be made by the Division Director. After this initial assignment to the three shifts an employee may request assignment to a different shift, only when he has two (2) years seniority and when there is a vacancy in the employee's job classification and gender on that shift.

The employee must apply in writing to the Division Director of his desire to change shifts, before the vacancy is posted publicly. The employee with the greatest seniority, who applies for that particular vacancy, will be given the new shift assignment within thirty (30) calendar days.

At the Berrien County Juvenile Center, shift preference shall mean both work hours and work station. However, the Employer may on a day to day basis assign employees to a different work station due to staff shortages or population increases or decreases, providing such assignment is done using inverse seniority.

Section 3. Shift Coverage. There shall be a minimum of two (2) Permanent Full-time child-care staff for the reception unit and for the residential unit on the 7:00 a.m. to 3:00 p.m. and 3:00 p.m. to 11:00 p.m. shifts.

## ARTICLE 13

### LAYOFF AND RECALL PROCEDURE

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

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

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

(c) If the employee does not exercise this option, he shall be laid off and shall remain on layoff until a position in his classification is reinstated.

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

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

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

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

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

ARTICLE 13 - Section 2(Continued)

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

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

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

## ARTICLE 14

### SICK LEAVE AND LEAVES OF ABSENCE

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

(a) Employees, excluding Juvenile Center employees, shall report their absences before or at the beginning of their normal working days to their Division Directors or designated supervisors. Juvenile Center employees must call in a minimum of one hour before their shift begins to report an absence.

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

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

(2) When emergencies exist in the employee's immediate family, or for the employee's medical and dental appointments.

(c) Personal Leave Day. All employees with seniority shall receive two (2) Personal Leave Days per calendar year taken from accumulated sick leave.

ARTICLE 14 - Section 1(Continued)

Personal Leave Days must be scheduled in advance with the employee's Division Director or designated supervisor and may be taken on a workday immediately prior to or following a recognized holiday or scheduled vacation, if approved by the Division Director. Personal Leave Days cannot be converted to pay, if not taken.

(d) Prior Notice. For the purpose of using sick time and personal days, "prior notice" means the employee must report his absence to their Division Director or designated supervisor at least one (1) hour before the start of their normal working day. Failure to report, as provided herein, may result in a loss of pay for that day.

(e) Cancellation of Paid Leave. An employee has up to two (2) hours before his shift to cancel his request for his regular shift being scheduled off.

Section 2.

(a) Medical/Disability Leave Without Pay. An employee who is unable to work because of illness, accident, or disability, and whose accumulated sick leave has been exhausted, shall be granted a Medical/Disability Leave for up to six (6) months, and extensions may be granted by the Employer. A physician's statement is required for all such leaves or extensions.

(b) Health Care and Life Insurance. Coverage shall continue and premiums shall be paid by the Employer for the entire length of a Medical/Disability Leave.

(c) Seniority, Sick Leave, Vacation, and Pension Accruals. Seniority shall continue for the first ninety (90) calendar days of a Medical/Disability Leave. Sick leave, vacation, and credited pension service shall continue to accrue for the first thirty (30) calendar days only on a Medical/Disability Leave.



ARTICLE 14 - (Continued)

Section 3.

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

(b) Seniority, Sick Leave, Vacation, and Pension Accruals. Seniority and fringe benefits accruals are as outlined in Section 2(c) above.

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

Section 4. Educational Leave. Employees may be granted Educational Leaves of Absence without pay in order to pursue an educational program designed to further an employee's work-related skills. Seniority and fringe benefits accruals are as outlined in Section 2(c) above.

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

ARTICLE 14 - (Continued)

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

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

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

Section 8. Military Leave. Application for a Military Leave of Absence shall be made to the Director of Court Services 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 9. Return from Leave. An employee shall be returned to the position that he held at the time the leave began.

ARTICLE 15

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	4th Thursday in November
Day after Thanksgiving	
Christmas Day	December 25
Day before or after Christmas*	

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

If any of the above holidays falls on a Sunday, then the Monday following shall be considered as the legal holiday. If any of the said holidays falls on Saturday, then the Friday preceding shall be considered as the legal holiday. If a paid holiday occurs during an employee's scheduled vacation, he shall receive one (1) extra day of vacation. No holiday pay will be paid to an employee for any holiday which occurs after his termination from employment, or while he is on a leave of absence, or while he is absent without pay due to disability, or while he is laid off.

ARTICLE 15 - (Continued)

Section 2. Holiday Eligibility. In order to be eligible for such holiday pay, an employee must work the full number of scheduled work hours on the last scheduled workday before and the first scheduled workday after the holiday, unless excused in writing by the Employer.

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

ARTICLE 16

VACATIONS

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

1st - 4th year:	2 weeks at his normal workweek
5th - 14th year:	3 weeks at his normal workweek
15th - 19th year:	4 weeks at his normal workweek
20 or more years:	5 weeks at his normal workweek

Vacation may be accumulated up to five (5) weeks. When this maximum is reached, the Employer may require the employee to use additional accrued vacation time. It is expressly agreed that an employee may not use or be compensated for any vacation, until after he has completed one (1) year of continuous employment. Any unpaid accrued vacation shall be payable upon separation from employment for all employees who have one (1) or more years' seniority.

Section 2. Vacation Scheduling. Vacation schedules shall be arranged with the prior approval of the Division Director. In cases of conflict seniority shall govern, provided written notice of vacation request shall be submitted at least thirty (30) calendar days in advance.

Section 3. Prior Notice. For purposes of using vacation, compensatory or holiday time, "prior notice" means receiving the approval of the employee's Division Director or designated supervisor at least two (2) shifts prior to the employee's regularly scheduled shift or twenty-four (24) hours in advance for all other employees not working a child care shift at the Juvenile Center, unless otherwise mutually agreed.

## ARTICLE 17

### INSURANCE AND PENSION

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

Section 2. Health Care Insurance. The Employer will provide and maintain for all Full-time, permanent employees and their dependents, health care insurance as provided for in the Berrien County Comprehensive Health Care Plan (Appendix "C"). Effective October 18, 1993, the employee shall contribute ten dollars (\$10.00) per pay period toward the cost of health insurance. This coverage shall be effective 90 (ninety) days after an employee's first day of work for the The Probate Court.

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

Section 4. Health Care Insurance for Retirees. Employees sixty-four (64) years of age and younger who retire under the auspices of the County Retirement System may elect to be covered under the Hospitalization, Surgical, Medical Plan offered County employees, provided they pay fifty percent (50%) of the premiums required for such coverage. An employee retiring under this provision who attains age sixty-five (65), or who retires at age sixty-five (65) and beyond, shall pay fifty percent (50%) of the required premiums for said coverage not to exceed a maximum of Sixty Five Dollars (\$65.00) per month.

ARTICLE 17 - (Continued)

Section 5. Life Insurance. The County shall pay, to a reputable insurer of its choosing, the required premium to provide group term life insurance coverage in the amount of \$25,000 to all Permanent Full-time employees covered by this Contract. Permanent part-time employees may elect to receive this benefit on a pro-rata basis.

Section 6. Pension Plan.

(a) New employees, when eligible, shall sign an application to participate in the Berrien County Pension Plan. Employees shall contribute four percent (4%) of gross wages to the Plan and the County shall contribute such percent of payroll as calculated and as recommended each year by the Retirement Plan Actuary. Effective January 1, 1989, the multiplier used for all employees retiring under this Agreement shall be 1.8%.

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

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

2) Vesting will occur after five (5) years of full-time credited service.

3) Enhanced survivor benefits - A survivor pension shall be paid for life to the designated survivor pension beneficiary of a deceased participant or vested former participant who has elected optional form of payment Option SPB 50% and designated a survivor pension beneficiary in accordance with the provisions of the Retirement Ordinance, if the following requirements are met:

a) the designated survivor pension beneficiary files a written application for the pension with the Plan Administrator; and

ARTICLE 17 - Section 6(Continued)

b) the participant or vested former participant, at the time of death, had five (5) or more years of credited service.

4) Pop-Up Provision - Effective October 18, 1993, when an employee selects a beneficiary option at the time of retirement and the beneficiary is subsequently removed as a result of death, the retirement selection shall automatically revert to the straight life allowance.

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



## ARTICLE 18

### 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 sixty (60) calendar days before the termination date hereof, attempting to conclude such negotiations on or before said termination date.

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

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

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

## ARTICLE 19

### MISCELLANEOUS

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

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

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

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

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

Section 4. Temporary Employees. Temporary Employees as referred to in this Section shall include those employed on a substitute or supplementary basis. Temporary Employees will not be covered by nor subject to any provisions of this entire Agreement.

ARTICLE 19 - Section 4 (Continued)

Temporary Employees assigned to child-care positions shall be paid at a rate to be determined by the Employer, not to exceed Step 1 in the grade of the position being filled, unless otherwise mutually agreed, provided that the overtime list and voluntary overtime list have been followed, as provided in this Agreement. Temporary Employees assigned to all other positions by the Employer will be paid at the rate to be determined by the Employer, not to exceed Step 3 in the grade of the position being filled, unless otherwise mutually agreed.

Substitute employees may be used to fill temporary vacancies in the staffing and supplementary employees may be used during peak periods of work in the The Probate Court, except at the Juvenile Center where supplementary employees may be used to help supervise the summer residential work program or when the overtime and voluntary overtime lists have been used.

Temporary vacancies shall be defined as those resulting from:

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

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

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

ARTICLE 19 - Section 4(Continued)

Temporary Employees will not be used to fill vacancies caused by layoffs, transfers, or termination, except when the vacancy is in the process of being filled. Temporary Employees may be used until the process is completed during normal dispatch, but not to exceed sixty (60) working days, unless mutually agreed upon.

The Employer will make every reasonable effort to train Temporary Employees to assume the responsibilities and duties of Permanent Full-time Employees in their absence.

Temporary Employees as provided for in this Section shall receive forty (40) hours of orientation and/or on-the-job training prior to assuming the responsibilities and duties of a Permanent Full-time employee. During the period of orientation and/or on-the-job-training, the Employer may assign the Temporary Employee to any post notwithstanding any restrictions which may be contrary in this Section.

Except as provided for in this Section, non-bargaining unit employees shall not be permitted to perform bargaining unit work, unless mutually agreed upon.

Individuals who are assigned to a placement in the The Probate Court under the Community Work Experience Program (a component of the Employment and Training Program) operated by the Michigan Department of Social Services, shall be treated as Temporary Employees as provided for in this Section of the Agreement, except that the amount of hours they work shall be determined by the Michigan Department of Social Services, and the compensation they receive shall be established and paid by said Department.

ARTICLE 19 - (Continued)

Section 5. Special Conferences. Special conferences for important matters, including safety, will be arranged at the mutual consent of the Parties between the Chapter Chairperson and the Employer or its designated representative at mutually convenient times and places, when there are important matters to discuss. Such meeting shall be between representative(s) of the Employer and at least two (2) representatives of the Chapter.

Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. This meeting may be attended by a representative of the Probate Court and/or a representative of the Union. Representatives of the Chapter will be compensated at their straight-time regular rate of pay for scheduled work hours lost while in attendance at these joint meetings.

Section 6. Physical Examinations. Employees may be required to submit to a physical examination by a physician designated by the Employer. The expense of such examination shall be borne by the Employer. The purpose of any such examination shall be to determine whether the employee meets the minimum standards of fitness required for the employee's job classification. Before testing would be required for AIDS or drugs, the Employer will convene a conference with the Bargaining Unit Committee to discuss the facts and reasons for such.

ARTICLE 19 (Continued)

Section 7. Rules and Regulations.

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

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

Section 8. Emergency Closing of County Facilities. Subject to limits imposed by law, when it is deemed to be in the best interest of the County to close County facilities or to curtail services as a result of inclement weather or emergencies, such determination and an announcement thereof shall be made on radio station WHFB AM/FM and WNIL in Niles before 7:30 a.m. by the Chairman of the Board of Commissioners or, if he is unavailable, by his designee. If a County facility is not closed during inclement weather, and if an employee is unable to report for work because of such weather, he may request the use of sick leave, compensatory time, personal time or vacation allowance to avoid a salary deduction, and such approval shall not be unreasonably withheld. If County facilities are closed as a result of the announcement, employees regularly scheduled to work on that day shall receive a normal day's pay and not be expected to report for work.

ARTICLE 19 - Section 8 (Continued)

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

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

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

ARTICLE 19 - Section 8(Continued)

For the purpose of this Section, "essential child-care staff members" are defined as the following job classifications: Food Service Personnel, Youth Specialists, Youth Specialist-Floater, and Group Leader.

Section 9. Mileage. Reimbursable mileage shall be at the rate established by the Chief Judge of the Probate Court, but not less than the County reimbursement rate.

Section 10. Severability. If any section of this Agreement, or of any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto, or the application of such section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 11. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior Agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be exerted in arbitration or otherwise.

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



ARTICLE 20

DURATION OF AGREEMENT

Section 1. Duration.

This Agreement shall take effect October 1, 1993, and shall continue in full force and effect from said date until midnight on the 31st day of December, 1995, 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.

Section 2. Re-Opener

The Parties agree to re-open negotiations six (6) months after ratification of this Agreement to address the issue of current position classifications as compiled and identified in the Berrien County Employee Compensation Plan (known as the Plante & Moran Study). The Parties agree to address up to five (5) current position classifications.

Judges of the Probate  
Court of Berrien County

By: Stuart F. Meek, Jr.  
Stuart F. Meek, Jr.  
Chief Probate Judge

Date: 3/24/94

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

By: Edward Morgan 3/24/94  
Date

By: James 3/24/94  
Date

By: Dick Penland 3/24/94  
Date

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

LETTER OF AGREEMENT  
BETWEEN  
THE JUDGES OF PROBATE AND JUVENILE COURT OF BERRIEN COUNTY  
AND  
THE BERRIEN COUNTY PROBATE AND JUVENILE COURT  
EMPLOYEES CHAPTER OF LOCAL NO. 2757  
AND  
MICHIGAN COUNCIL 25 OF THE INTERNATIONAL  
UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES (AFL - CIO)



The parties in this Letter of Understanding agree to the following modifications to the labor agreement currently in force:

- 1) The parties agree that a receptionist position be established at the Youth Service Bureau by Project Together. There would be various individuals assigned to this position for training under the auspices of Project Together, and each one shall be treated as a Temporary Employee as provided for in the current contract.
- 2) The parties also agree that the placement of each person by Project Together will be for an indefinite period of time since these are welfare mothers and once trained, they will leave for a paid position.
- 3) It is also agreed that this is allowed with the understanding that the Employer is not attempting to remove Bargaining Unit work from the Bargaining Unit, and does not set any precedent on the issue of supplanting Bargaining Unit work.
- 4) All other aspects of the labor agreement remain unchanged.

APPROVAL:

AFSCME

EMPLOYER

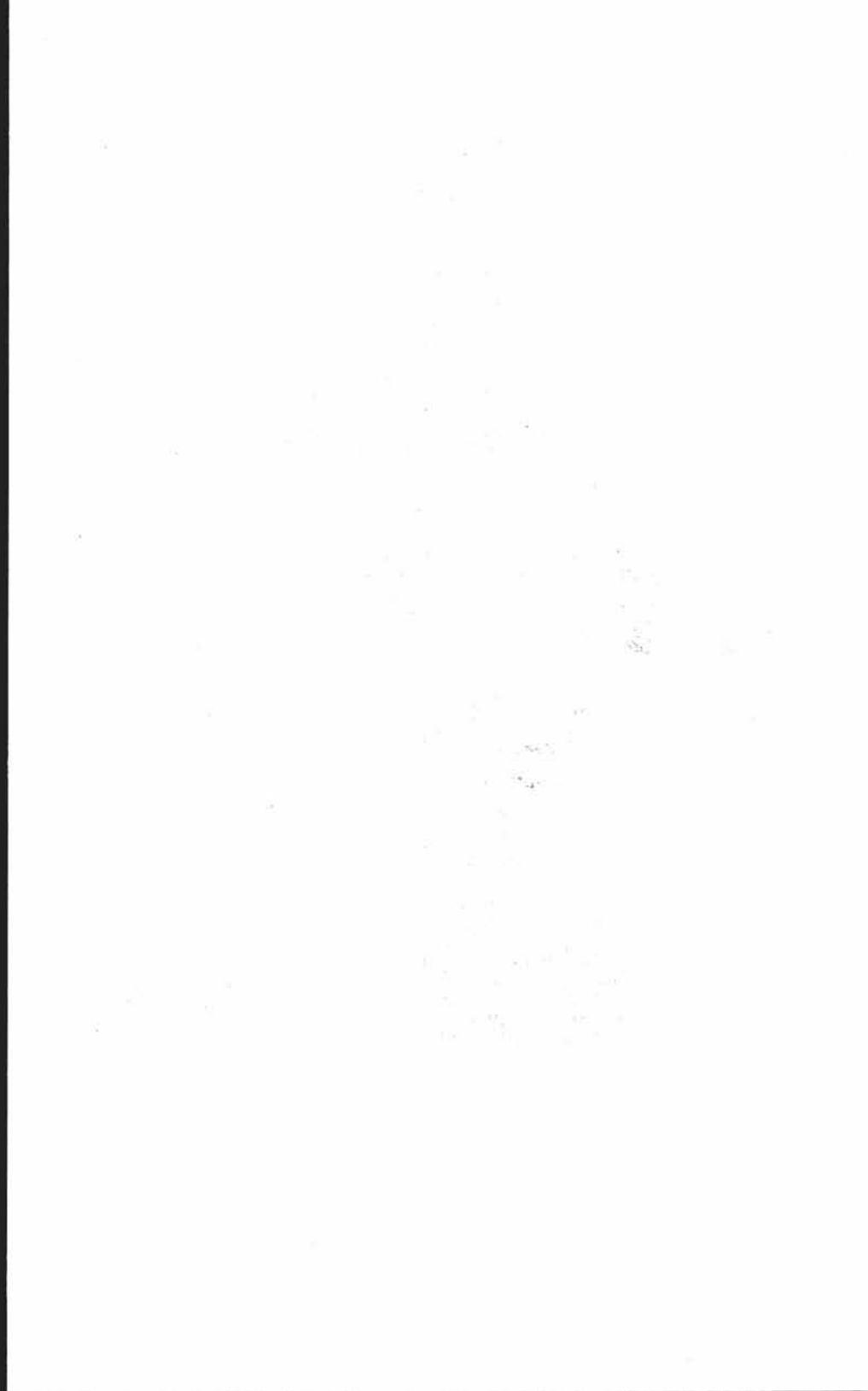
	
Date	Date
_____	_____
Date	Date
_____	_____

APPENDIX "A"  
 BERRIEN COUNTY PROBATE AND JUVENILE COURT  
 GRADE AND SALARY TABLE  
 EMPLOYEES BARGAINING UNIT

5% STEPS

EFFECTIVE OCTOBER 1, 1993

GRADE	1	2	3	4	5	6	7
2	12853	13496	14170	14879	15623	16404	17224
3	14137	14844	15586	16365	17184	18043	18945
4	15551	16328	17145	18002	18902	19847	20840
5	17106	17961	18859	19802	20792	21832	22924
6	18817	19758	20747	21783	22872	24016	25217
7	20699	21734	22821	23962	25160	26418	27739
8	22769	23907	25103	26358	27676	29060	30513
9	25047	26299	27614	28995	30445	31967	33565
10	27551	28929	30375	31894	33488	35163	36921
11	30306	31821	33412	35083	36837	38679	40613
12	33336	35003	36753	38591	40520	42546	44673
13	36670	38504	40429	42450	44573	46801	49141
14	40337	42354	44472	46695	49030	51481	54055
15	44371	46590	48919	51365	53933	56630	59461

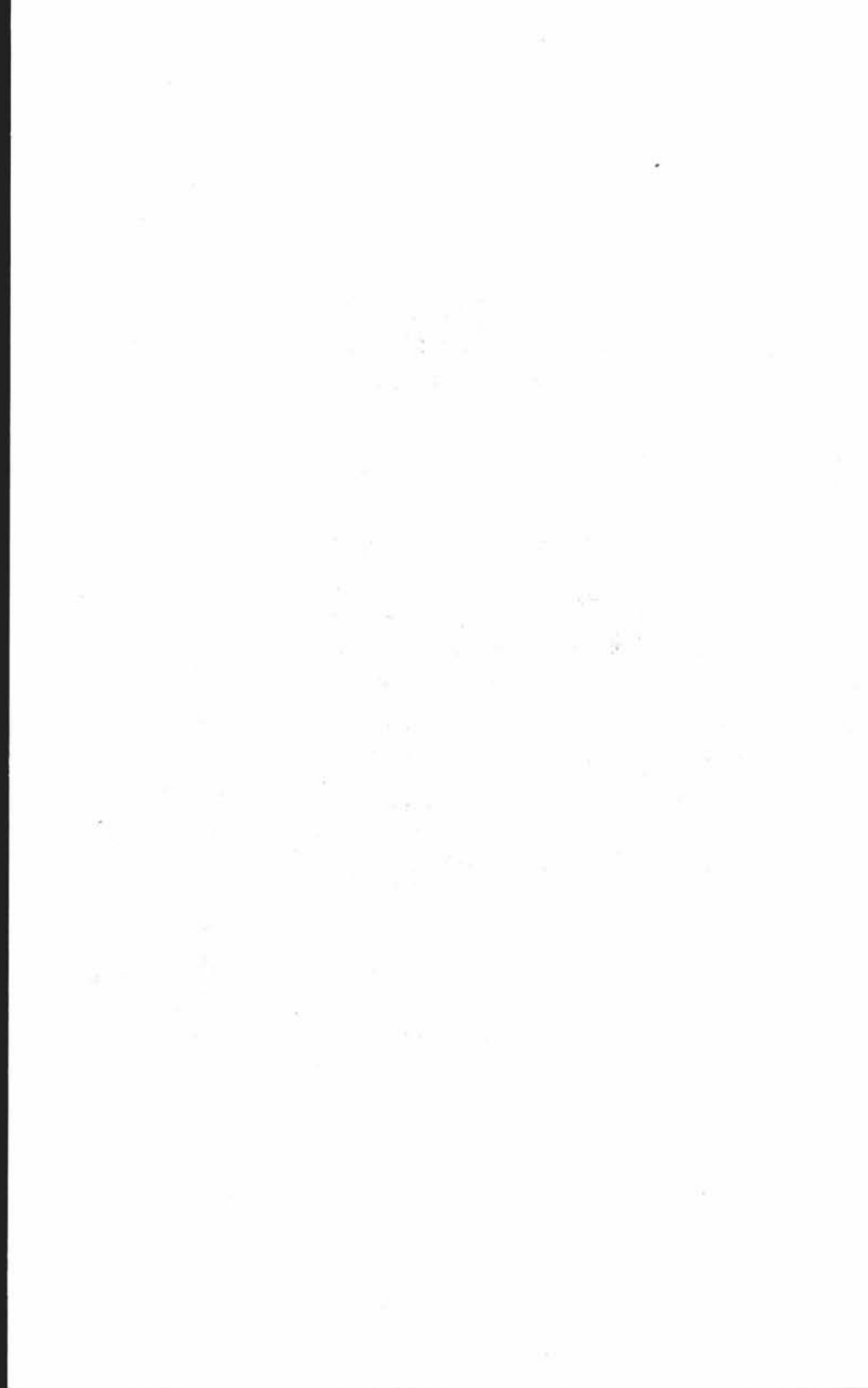


**APPENDIX "B"**  
**BERRIEN COUNTY**  
**PROBATE AND JUVENILE COURT**  
**EMPLOYEES BARGAINING UNIT**  
**AFSCME**

**Classification and Grade Table**

**Effective October 1, 1993**

<b>CLASSIFICATION</b>	<b>GRADE</b>
<b>Accounting Technician</b>	<b>4</b>
<b>Administrative Secretary</b>	<b>5</b>
<b>Aftercare &amp; Family Counselor</b>	<b>8</b>
<b>Cook</b>	<b>3</b>
<b>Deputy Register</b>	<b>4</b>
<b>Finance Officer</b>	<b>6</b>
<b>Food Services Coordinator</b>	<b>5</b>
<b>Group Leader</b>	<b>7</b>
<b>Home Detention Worker</b>	<b>8</b>
<b>Juvenile Probation Officer</b>	<b>8</b>
<b>Secretary</b>	<b>4</b>
<b>Youth Counselor II</b>	<b>8</b>
<b>Youth Counselor I</b>	<b>7</b>
<b>Youth Specialist</b>	<b>6</b>
<b>Youth Specialist-Floater</b>	<b>6</b>



Appendix C

**BERRIEN COUNTY**  
**COMPREHENSIVE MAJOR MEDICAL PLAN**  
**SCHEDULE OF BENEFITS**

DEDUCTIBLE	\$150 INDIVIDUAL \$300 FAMILY
CO-PAYMENT	10%
MAXIMUM CO-PAYMENT	\$ 600 INDIVIDUAL \$1200 FAMILY
MAXIMUM ANNUAL COST	\$ 750 INDIVIDUAL \$1500 FAMILY
HOSPITAL PRECERTIFICATION	REQUIRED; OR 20% REDUC.
SECOND SURGICAL OPINION	REQUIRED; OR 20% REDUC.
PRESCRIPTIONS	90% AFTER THE DEDUCTIBLE
EMPLOYEE CONTRIBUTION	\$10.00 per payperiod
CHIROPRACTIC CARE	36 REIMBURSEABLE VISITS PER CALENDAR YEAR PER COVERED INDIVIDUAL
OUTPATIENT SUBSTANCE ABUSE	90/10 REIMBURSEMENT SUBJECT TO STATE REIMBURSEMENT LEVELS 2 COURSES OF TREATMENT PER ENROLLEE PER LIFETIME
TIE TO PRIOR CARRIER	EFFECTIVE FEBRUARY 1, 1993, THERE IS NO BENEFIT TIE BETWEEN THE CURRENT HEALTH INSURANCE COVERAGE PLAN AND THE PREVIOUS PLAN OFFERED BY HOME LIFE INSURANCE CO.

