

12/31/95

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LABOR CONTRACT

BETWEEN

**JUDGES OF THE PROBATE COURT
OF
BERRIEN COUNTY**

AND

**THE BERRIEN COUNTY DIRECTORS,
ASSISTANT DIRECTORS AND REGISTERS 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

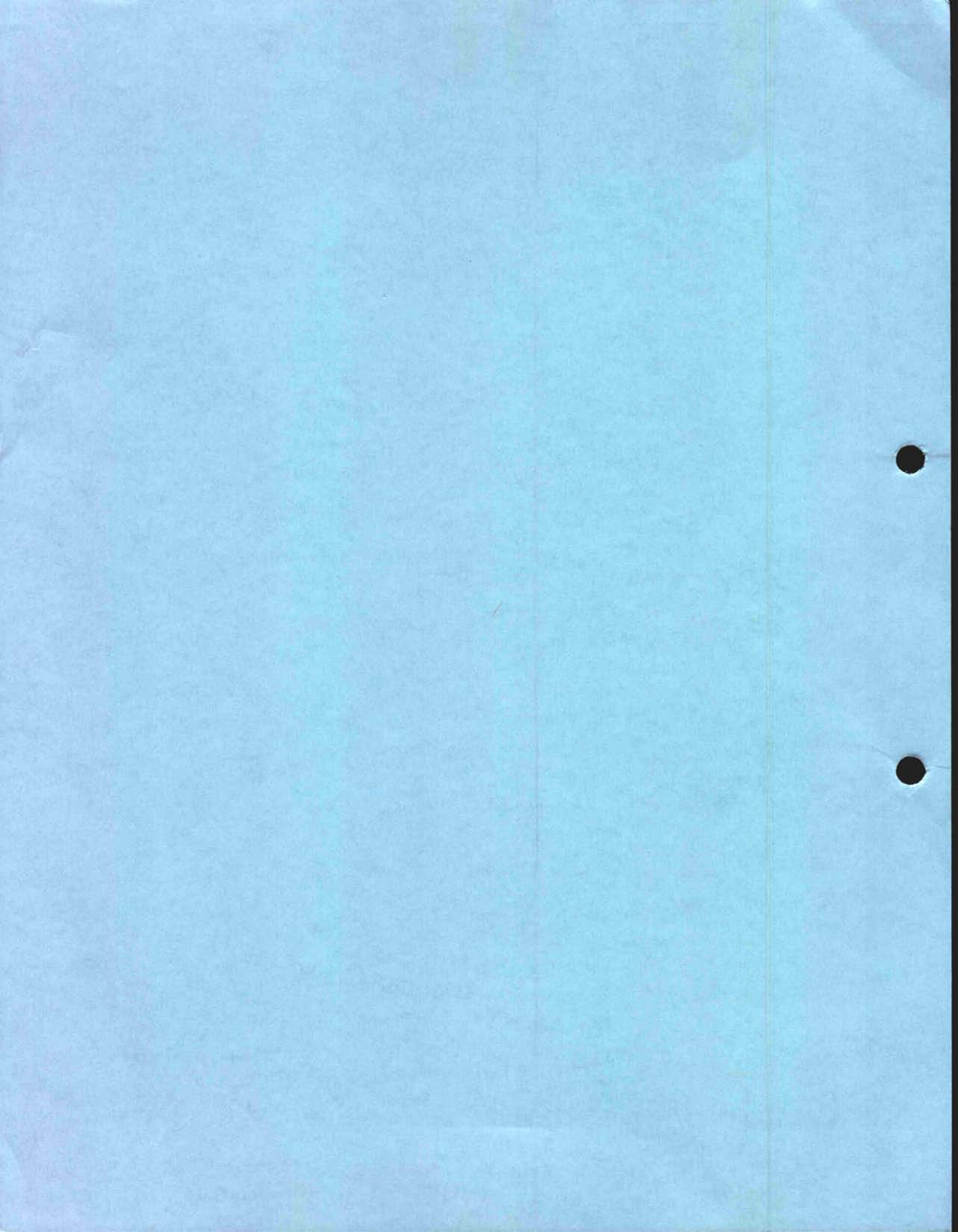


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LETTERS OF UNDERSTANDING (2)

A G R E E M E N T

THIS CONTRACT is made and entered into this 1st day of October, 1993, by and between the PROBATE COURT OF BERRIEN COUNTY, hereinafter referred to as the "Employer," and the DIRECTORS, ASSISTANT DIRECTORS AND REGISTERS CHAPTER OF LOCAL NO. 2757, AFFILIATED WITH COUNCIL NO. 25 INTERNATIONAL UNION OF AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFL-CIO), together hereinafter 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.

This statement of Purpose and Intent is philosophical in nature, and may not be referenced in the grievance procedure.

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 hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees of the Employer included in the bargaining unit described below:

All Regular, Full-time Directors; Juvenile Center Director; Manager Court Services; Probate Register; Juvenile Register; Residential Services Manager; Recreation Services Supervisor; Detention Services Supervisors; Residential Services Supervisor; Chief Deputy Probate Register; Youth Services Manager; Non-Attorney Referee; Intake Manager; but excluding Probate Judges; the Director of Court Services; Accountant of Probate Court Business Office; all confidential employees, attorneys employed by Probate Court, and all other employees.

By changing the titles, the parties agree that the changes do not alter or modify the existing job descriptions, duties and responsibilities of the position(s) whose title(s) have been altered or modified.

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

Section 3. Aid to Other Unions. During the life of this Agreement 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 2
DEFINITIONS

Section 1. Exempt Positions.

(a) It is expressly agreed by both Parties that all positions in this bargaining unit, described in Article 1, Section 1, of this Agreement, shall be defined as Exempt Positions.

(b) Since all positions in this bargaining unit are Exempt, and since employees in these positions are not covered by overtime provisions of the Federal Fair Labor Standards Act and the Michigan Minimum Wage Law of 1964, there shall be no overtime pay.

(c) Probate Court agrees that all employees covered by this agreement who are authorized to work in excess of forty (40) hours per week will receive straight compensatory time for all hours worked in excess of forty (40) hours per week. This compensatory time must be used within thirty (30) days from the date earned, unless extended by the written authorization of the Director of Court Services. Requests for time off must be authorized by the employee's supervisor to ensure proper levels of staffing.

ARTICLE 3
UNION REPRESENTATION

Section 1. Bargaining Committee.

(a) Employees covered by this Agreement will be represented by a Bargaining Committee comprised of not more than four (4) employee representatives, one (1) of whom shall be the Chairperson of the Directors and Registers Chapter.

(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) The Chapter Chairperson shall keep the Employer advised in writing of the members of its Bargaining Committee, and no such employees shall function as such until the Director of Court Services has been notified in writing twenty-four (24) hours in advance of negotiations of the names of such Bargaining Committee Members.

Section 2. 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 shall suffer no loss of pay or benefits.

Section 3. Access. An accredited representative of AFSCME will be granted admission to Probate Court during regular working hours for the purpose of investigating or adjusting grievances, provided written notice is given at least 24 hours in advance, when possible, to the Director of Court Services. In no event shall any such representative interfere with normal operation of Probate Court.

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, termination, 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 duties and responsibilities vested within a position and to modify job descriptions from time to time as the Employer may deem necessary; and to transfer or reduce personnel when, in the judgment of the Employer, such actions are deemed necessary. Further, 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.

Article 4 - Management Rights (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. 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 MEMBERSHIP

Section 1. Agency Shop.

(a) All employees covered by this Agreement shall be required, as a condition of continued employment, to be members of the Union, or pay a service fee to the Union for the duration of this Agreement.

(b) Notwithstanding sub-section (a) above, any employees currently contributing to the Blossomland United Way or a religious organization of their choice in lieu of union dues or service fee may continue to do so for the duration of this Agreement.

(c) An employee affected by sub-section (b) above, who voluntarily becomes a member of the Union, or begins paying a service fee to the Union, shall thereafter be subject to sub-section (a) above.

(d) The Union agrees to indemnify the Employer for any costs or damages, which may be assessed against the Employer as a result of the application of this Section.

Section 2. Voluntary Check-off.

(a) Probate Court agrees that regular monthly dues of the Union will be deducted from the pay of each employee who voluntarily files with the Payroll Division of the County Clerk's Office a check-off authorization form, which has been executed by the employee and which remains in effect. Such amounts shall be promptly remitted to the Union's Treasurer.

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

Section 3. Indemnification. The Union agrees to indemnify and hold Probate Court, its officers, agents and employees harmless from and against any and all claims, demands, suits or other forms of liability arising under or pursuant to the Check-off provisions of this Article.

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, nor shall they 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.

Section 2. Penalties. The Employer asserts, and the Union recognizes, its right to discharge any employee participating in any strike or work stoppage, as described in Section 1, above.

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. Grievance Procedure. All grievances shall be reduced to writing and processed in the following manner:

Step 1.

An employee with a grievance shall submit the grievance in writing to the Director of Court Services within five (5) working days after the employee knows or should have known of the events giving rise to the grievance. A meeting shall be held within five (5) working days of such submission between the Chapter Chairperson and the Director of Court Services, and with the employee, if requested by either of these two. The employee shall receive the Employer's written answer within five (5) working days after such meeting.

Step 2.

If the grievance is not satisfactorily resolved at Step 1, it may be appealed to the Chief Probate Judge. A meeting shall be held within ten (10) working days of the Employer's answer in Step 1 between the Chapter Chairperson and the Chief Probate Judge and with the employee, if requested by either of these two. Either Party may have non-employee representatives present, if desired. The decision of the Chief Probate Judge shall be final, except that if the grievance concerns the discharge or suspension without pay of an employee, such decision may be appealed under the arbitration procedure provided herein.

Article 7 - Grievance & Arbitration Procedure (Continued)

Section 3.

(a) **Time Limits.** If the Director of Court Services fails to provide disposition of a grievance within any time limit set forth for him herein, the grievance shall be automatically advanced to the Chief Probate Judge, but 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 the Union and of the Employer.

Section 4. Arbitration Request. The Union may request arbitration of any unresolved grievance, which concerns the discharge or suspension without pay of an employee, by giving written notice to the Employer of its intent to arbitrate within ten (10) working days following receipt of the Employer's disposition at Step 2 of the grievance procedure. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the Employer's last disposition. Arbitration shall neither be required by the Employer nor be available to the Union on behalf of an employee with fewer than twelve (12) months service who is discharged or suspended.

Section 4 (1) Advisory Arbitration Grievances not subject to binding arbitration (those involving contract interpretation or application issues) shall, by request of either the Union or the Chief Probate Judge, be subject to non-binding advisory arbitration. The Union may request such advisory arbitration by giving notice to the Employer of its intent to arbitrate within ten (10) working days following receipt of the Employer's disposition at Step 2 of the grievance procedure.

Article 7 - Grievance & Arbitration Procedure (Continued)

If the Union does not request advisory arbitration in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the Employer's last disposition.

Advisory arbitration shall not be available to the Union on behalf of an employee with fewer than twelve (12) months service.

Section 5. Selection of Arbitrator. Within ten (10) working days after receipt by the Employer of the notice of the Union's intent to arbitrate, the parties shall select by mutual agreement one (1) arbitrator who shall decide the grievance. If no agreement is reached, the Union shall request from the Federal Mediation and Conciliation Services its assistance in selecting an arbitrator according to its rules and regulations. The costs of any arbitration cases heard during the term of this Agreement shall be shared equally by 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 Probate Court shall bear the cost of arbitration if the grievance is sustained. The cost of any stenographic, audio or visual record made and any transcript thereof shall be paid for by the Party requesting same.

Section 6. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement, and he shall have no power or authority to amend, alter or modify this Agreement in any respect. His full authority shall be limited to determining whether or not an employee has been discharged or suspended without pay for cause. The arbitrator recognizes that the employees covered by this Agreement are supervisors and, as such, are extensions of the Employer with the same duty and responsibility to the public in general and to the wards of Probate Court in particular, as is the Employer, and the employee's conduct must be examined in light of his position of public trust.

Article 7 - Grievance & Arbitration Procedure (Continued)

Section 7. Arbitrator's Decision. The arbitrator's decision in discharge and suspension without pay grievances shall be final and binding upon the Union, the Employer, and employees in the bargaining unit; provided, however, that either Party reserves its legal remedies, if the arbitrator exceeds his jurisdiction, as provided in this Agreement.

ARTICLE 8
DISCIPLINE AND DISCHARGE

Section 1. Just Cause and Progressive Discipline

(a) Both Parties agree that any disciplinary action taken against an employee shall be for just cause. The Parties further agree that, since the purpose of discipline is to correct employee conduct and improve work performance, the concept of progressive discipline is, under ordinary circumstances, appropriate.

(b) However, nothing contained in this Section shall in any manner restrain or restrict the Employer from taking other appropriate action, when warranted, including discharge. The Employer shall have the sole discretion, and shall be the sole judge, of the appropriateness of any particular penalties.

(c) Progressive discipline shall normally include the following steps; but not necessarily in the order shown below, depending upon the severity of the offense:

1. Oral Warning.
2. Written Warning (Reprimand).
3. Suspension Without Pay.
4. Discharge.

Section 2. Procedures.

(A) Notification within a reasonable time shall be given to the steward or Union representative prior to any disciplinary action taken against any member which may result in any official entries being added to their personnel file unless immediate action is taken by the supervisor, in which case prior notice may not be possible.

1. The Employer agrees that upon imposing any form of discipline, the designated area steward or Union representative shall be promptly notified in writing of action taken.

2. The employee shall be furnished a copy of any new entry prior to its introduction into the file.

(a) A notation of oral reprimand by date and subject only may be placed in the employee's personnel file.

Article 8 -Discipline/Discharge Section 2-Procedures (Continued)

(b) There shall be one official departmental file. For purposes of this article, no other file or records shall be considered or used.

(B) The steward or another representative of the Union shall be present at the time disciplinary action is imposed unless immediate action is taken by the supervisor and the steward or representative is not available and the situation is of a critical or dangerous nature.

1. The steward or representative shall represent the employee at all levels of disciplinary proceedings.

(C) Before an employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on the employee's part, the matter shall first be discussed between the employee, the Union representative and the supervisor. The employee shall have twenty-four (24) hours after such meeting to make the written statement, with a copy to the Union representative if the employee so desires.

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

(E) Employees charged with the commission of any felony or of a misdemeanor involving moral turpitude or any misdemeanor committed during working hours or related to the work location or job responsibility shall have the circumstances unilaterally reviewed by the Employer. After the said review, the employee may be discharged, suspended, or reassigned to a less sensitive position pending the judicial determination of said charge at the trial level.

(F) No employee of this bargaining unit will be subject to disciplinary action for taking part in political activity, except judicial political activity of the Berrien County Probate Court. Any permissible political activity shall be performed on an employee's own time.

Article 8 - Discipline/Discharge - (Continued)

(G) Upon request, an employee's official personnel file may be reviewed every six (6) months.

1. Such request shall be complied with within five (5) working days.

2. No disciplinary action occurring more than twenty-four (24) months prior may be used in any current disciplinary action.

ARTICLE 9
SENIORITY AND PROBATIONARY PERIOD

Section 1. Seniority and Length of Service. Seniority shall be defined as the length of continuous permanent full-time employment with the Employer (Berrien County Probate Court) since the employee's most recent date of hire, into the bargaining unit. Length of service shall be defined as the length of continuous service since the employee's first date of hire with Probate Court, any other Berrien County Court, the County of Berrien or any agency thereof, for the purpose of computing benefits; e.g., vacations, sick leave accumulation, pension etc.

Seniority shall continue to accrue during 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. When seniority no longer accrues, as described hereinabove, it shall remain frozen until the employee returns to active employment. Seniority shall be used only for purposes of advancement on the salary schedule, in vacation scheduling, and to determine the order of layoff if a reduction in force becomes necessary.

Section 2. Probationary Period. All newly hired employees shall be on probation for the first twelve (12) months of their employment, beginning with the first day of work in this bargaining unit. 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 first day of work in this bargaining unit. 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 if he then works at least one (1) calendar month, he shall be credited with the prior period of work toward completion of his probationary period.

Article 9 - Seniority/Probationary Period (Continued)

Section 3. Conditional Employment.

Other Probate Court employees not covered by this Agreement, who have at least twelve (12) months service with Probate Court and who are hired into a position covered by this Agreement, shall be considered as filling such position conditionally for a period of six (6) months. During such conditional period the Employer may remove the employee from such position without reference to this Agreement; provided, however, that if the employee is discharged, such discharge shall be subject to the grievance and arbitration procedure provided herein.

Section 4. Transfer to Non-Bargaining Unit Position. If an employee is transferred to a position with the Employer which is not included in the unit covered hereby, and he is thereafter transferred again or transfers to an open position within such unit by the Employer, he shall be deemed to have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any fringe benefits provided for in this Agreement. At any time during the first thirty (30) calendar days of a transfer to a position which is not included in the bargaining unit, the employee shall have the right to return to his former bargaining unit position. Similarly, the Employer shall have the right to return the employee to his former bargaining unit position within thirty (30) calendar days.

Section 5. Seniority Lists.

(a) The seniority list on the date of this agreement will show the dates of hire, names and job titles of all employees of the Unit entitled to seniority.

(b) The Employer will keep the seniority list up-to-date at all times and will provide the Chapter Chairperson with up-to-date copies upon request (but not more than two (2) times annually).

Article 9 - Seniority/Probationary Period - Section 5 (Continued)

(c) In the event that two (2) or more employees have the same seniority date, the individual having the lowest last four (4) digits social security number shall have ranking seniority.

(d) The Employer agrees to provide this service without any charge to the Union.

Section 6. Loss of Seniority. Seniority shall be broken and employment terminated when an employee:

(a) Quits.

(b) Is discharged for just cause.

(c) Is absent for three (3) consecutive workdays without notifying Probate Court of the reason for his absence and without subsequent permission from Probate Court to be absent; provided, however, that permission will not be unreasonably withheld.

(d) Fails to report for work at the termination of an authorized leave of absence without prior permission from the Director of Court Services.

(e) 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.

(f) A settlement with the employee has been made for total disability.

(g) The employee retires.

(h) The employee is on layoff for a period equal to his length of bargaining unit seniority or twenty-four (24) consecutive months, whichever is shorter.

Section 7. Super Seniority. For the purposes 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 Chair), provided that such employee must have the skill, ability and qualifications necessary to perform the required work as determined by the Employer.

ARTICLE 10
WAGES

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. 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.

Section 3. Step Increases. An employee shall advance from step to step of the salary schedule based upon length of service 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.

(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.

Article 10 - Wages - Section 5(b) - (Continued)

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, unless modified by the State Court Administrator's Office or other licensing or accrediting agency other than the Probate Court, 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. For purposes of promotion, any employee who was employed by the Employer in this bargaining unit 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 Committees 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:

(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.

Article 10-Wages - Section 5(d) (Continued)

(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.

(iii) In all decisions concerning pay rates, the arbitrator shall be empowered to accept either offer of the Parties or to compromise between those offers. It is agreed that any new pay rate will be retroactive back to the date the job description was amended or modified by the Employer.

ARTICLE 11

COMPENSATORY TIME

Section 1. Weekend and Holiday Call-in Time. If an employee is required to report to work on weekends and holidays, when otherwise not scheduled as part of his regular workweek, that employee will be given equivalent time off at his request, when approved by the Director of Court Services or his designee, within the following ninety (90) day period.

Section 2. Juvenile Center Holiday Compensatory Time. If an employee at the Juvenile Center is scheduled to work on a holiday, he shall be compensated at his regular straight time rate of pay and, in addition, he will receive compensatory time for all hours worked that day. If a holiday falls on an employee's normally scheduled day off, he shall receive eight (8) hours compensatory time, which is to be used within the following ninety (90) day period.

Section 3. Hours Worked Over Forty. Members of this bargaining unit who work and are authorized to work in excess of forty (40) hours per week will receive straight compensatory time for all hours worked in excess of forty (40) hours per week. This compensatory time must be used within ninety (90) days from the date earned.

Section 4. Scheduling of Compensatory Time Use. All use of compensatory time shall be scheduled in advance with the employee's supervisor to ensure proper staffing levels are maintained at all times.

ARTICLE 12
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 or vacation allowance to avoid a salary deduction, and such approval shall not be unreasonably withheld. If County facilities are closed as a result of the announcement, employees regularly scheduled to work on that day shall receive a normal day's pay and not be expected to report for work.

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

Employees in a facility which is operated on a 24-hour basis may be required to remain at that facility because of dangerous roads or other uncontrollable circumstances. If an employee assigned to such a facility is unable to report to work because of the same conditions, the Employer may provide transportation to work. If he does so, the Employer also must provide return transportation, when the employee is released from work. If that employee is requested to continue work beyond his regular schedule, he shall be paid time and one-half (1-1/2) his regular straight-time rate. But no employee shall be required or permitted to work more than two (2) daily schedules (shifts) in any twenty-four (24) hour period.

Article 12 - Closing of County Facilities (Continued)

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 13
OUTSIDE EMPLOYMENT

Section 1. Supplementary Employment.

(a) Supplementary employment is permitted, provided that the employee notifies the Director of Court Services in writing of his supplementary employment, including name of the employer, duties and hours of work.

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

ARTICLE 14
HOLIDAYS

Section 1. Recognized Holidays. An employee shall be entitled to holiday leave with pay 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 the day after Christmas is celebrated.

Section 2. Holidays Falling on Weekends. If any designated holiday recognized in Section 1 of this Article falls on Sunday, it shall be celebrated on the following Monday. If any such holiday falls on Saturday, it shall be celebrated on the preceding Friday.

Section 3. Holiday During Vacation. If a paid holiday occurs during an employee's scheduled vacation, he shall receive one (1) extra day of vacation.

Section 4. Eligibility. 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 suspension without pay, or while he is on any unpaid Leave of Absence, or while he is on Layoff.

ARTICLE 15
VACATIONS

Section 1. Vacation Eligibility. HIRES AFTER 12/1/90: Subject to and in accordance with the provisions of this Article, members of this unit hired after 12/1/90 shall earn vacations with pay according to the following schedule:

(a) Vacation allowance is accrued biweekly at the end of each pay period. The accrual rate is based upon the following annual vacation allowance; any change in accrual rate is based on the employee's date of hire, with the exception that current Probate Court employees who are promoted into this unit will be placed into the following schedule based on their date of hire with the Probate Court and not upon date of hire into this unit:

<u>YEARS OF SERVICE</u>	<u>RATE OF EARNING</u>
1 - 4 Years	2 Weeks
5 - 14 Years	3 Weeks
15- 19 Years	4 Weeks
20 + Years	5 Weeks

Section 2. Vacation Eligibility EMPLOYEES HIRED PRIOR TO 12/1/90: Vacation time is earned biweekly, and each employee with one or more year of continuous employment with the Employer shall be entitled to four (4) weeks of vacation annually. Time off shall not exceed four (4) weeks except with the express approval of the Director of Court Services.

Section 3. No Accumulation Vacation allowance does not accrue during any unpaid leave of absence, a suspension without pay, or layoff.

Section 4. Maximum Accumulation Accumulated vacation allowance may not exceed thirty (30) days for employees hired after 12/1/90. All current employees with less than thirty (30) days (or 225 hours) of unused vacation time shall have a maximum cap of thirty days.

Article 15 - Vacations - Section 4 - Maximum Accumulation (Continued)

All current employees with more than thirty (30) days of unused vacation time as of December 1, 1990, shall have an individual cap equal to the unused vacation hours that employee had on December 1, 1990. That cap may be maintained by the employee as long as he/she is employed by the Probate Court.

Accumulated vacation allowance is paid upon separation or layoff at the employee's current rate of pay.

Section 5. Vacation Scheduling. Vacation schedules for Division Directors shall be arranged at least thirty (30) days in advance with the Director of Court Services. Vacation schedules for others shall be arranged with the prior approval of the Division Director. In cases of conflict, seniority shall govern, provided written notice of the vacation request shall be submitted at least thirty (30) calendar days in advance. If requests are submitted fewer than thirty (30) calendar days in advance, vacations shall be considered in order of the date received.

ARTICLE 16
INSURANCE PROGRAMS

Section 1. Hospitalization Insurance. The Employer will provide and maintain for all full-time, permanent employees and their dependents, health care insurance as provided for in Berrien County's Comprehensive Health Care Plan. Effective August 1, 1991, the employee shall contribute ten dollars (\$10.00) per pay period toward the cost of health insurance. This coverage shall be effective ninety (90) days after an employee's first day of work for the Probate Court.

Section 2. Life Insurance. Probate Court shall provide each employee with group term life insurance in the sum of \$25,000.00, with accidental death and dismemberment in the same amount. For eligible employees, such coverage shall become effective on the employees' first day of work for 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. Benefits in Accordance with Policies. All hospital/health care insurance and/or life insurance benefits provided pursuant to this Agreement shall be subject to the terms, provisions and conditions of the applicable policy or policies; and if any such insurance provisions of this Agreement are contrary to or inconsistent with the terms, provisions, and/or conditions of the applicable insurance policy or policies, the insurance policy or policies shall control.

Section 5. Continuation/Termination of Insurance Coverage. Insurance coverage continues through the employee's last day of work. Employees who are on Leaves of Absence Without Pay or on suspensions without pay may continue insurance coverage by paying the actual cost of such coverage for a period not to exceed six (6) months.

Article 16 - Insurance Programs-Section 5 (Continued)

Failure to prepay any month's premium to the Personnel Department by the 15th of the month prior to the month of coverage results in loss of benefits; once lost, the benefits cannot resume, until the employee returns to work. Such insurance shall be continued only for the periods prescribed and to the extent allowed by the applicable policy or policies of insurance.

ARTICLE 17
MEDICAL EXAMINATIONS

Section 1. (a) Subject to the provisions of the Americans with Disabilities Act, a prospective employee is required to pass a medical examination by a physician provided by Probate Court. That medical examination must show that the prospective employee can perform the essential functions of the position, as determined by Probate Court.

(b) Failure to pass such medical examination and to receive certification that the prospective employee can perform the essential functions of the position shall prevent the hiring of such prospective employee. No employee or agent of Probate Court is empowered to make any promises or assertions to the contrary.

Section 2. **Physical/Psychological Examinations.** Any employee may be required to submit to a physical/psychological examination by a physician or psychologist 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.

ARTICLE 18
PENSION PLAN

Section 1. Membership. All employees are required to be members of the Berrien County Pension Plan.

Section 2. Participation. (a) Employees contribute four percent (4%) of gross wages to the Plan, and Probate Court contributes a percent of payroll calculated and recommended each year by the Pension Plan Actuary.

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

(1) A multiplier of 2.0% until the age the retiree is eligible for full social security benefits, at which time the multiplier is reduced to 1.7%, and

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

Section 3. Pop-up Provision Effective 12/1/90, 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.

Section 4. Health Care Insurance for Retirees. Employees sixty-four (64) years of age and younger who retire under the auspices of the Berrien County Pension Plan may elect to be covered under the Hospitalization, Surgical, Medical Plan offered County employees, provided they pay fifty percent (50%) of the premium required for single coverage and 100% of dependent coverage should they so elect to continue 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 single coverage and 100% of dependent coverage if so elected. Such insurance shall be continued only for the periods prescribed and to the extent allowed by the applicable policy or policies of insurance.

Section 5. Improvements Any new improvement to the Berrien County Pension Plan recommended by the Berrien County Pension Board and approved by the Berrien County Board of Commissioners shall be given to the employees covered by this Agreement.

ARTICLE 19
SICK LEAVE AND WORKERS' COMPENSATION

Section 1. Sick Leave:

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

(b) **Sick Leave Accrual.** Employees shall be eligible for Sick Leave at their regular rates of pay. 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.

(c) **Reporting Sick Leave Absences.** Employees shall report their absences to the Director of Court Services or his designee.

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

(i) Probate Court may in its discretion require an employee to submit competent medical verification of personal illness when abuse of paid Sick Leave is suspected.

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

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

Article 19 - Sick Leave/Workers' Compensation Section 1(d)(Continued)

(iv) Additionally, in the event of the absence of an employee for ten (10) working days or more for illness, injury or disability, Probate Court may require the employee to submit to an independent medical examination by a physician designated and paid by Probate Court, who shall certify that the employee is able to return to work, failing which such employee shall remain on paid Sick Leave, unless his accumulated Sick Leave has been exhausted.

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

(f) Illness. Paid Sick Leave may be utilized by an employee in the event of a personally disabling illness or injury, including disability resulting from pregnancy and/or childbirth. If such illness, injury, or disability is job-related and compensable by Workers' Compensation, then, and in such event, the use of paid Sick Leave shall be subject to the provisions of Section 3, below, pertaining to Workers' Compensation. Paid Sick Leave shall not be used for illness or injury of anyone other than the employee, except as provided for in subparagraph (h), below.

(g) Medical Appointments. With the approval of the Director of Court Services, accumulated Sick Leave may be used for medical or dental appointments.

(h) Family Emergency. If approved by the Director of Court Services, when serious illness or other emergencies, which can be substantiated by the employee, exist in the employee's immediate family, he may use accumulated Sick Leave to avoid salary deductions. For purposes of this subsection "immediate family" shall be defined as: spouse, child, and any other member of the employee's immediate household.

Article 19 - Sick Leave - Section 1 (Continued)

(i) **Workers' Compensation Supplement.** An employee may use accumulated Sick Leave and/or Vacation Allowance on a pro rata basis to supplement Workers' Compensation weekly disability benefits in order to avoid loss of pay. If he chooses to do this, he continues to accrue Sick Leave and/or Vacation Allowance, Sick Leave benefits, credited service in the Berrien County Employees Amended Pension Plan, and for Merit Increases do not accrue during a Workers' Compensation Disability Leave.

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

Section 2. Personal Leave Days. All non-probationary employees shall receive two (2) Personal Leave Days per calendar year, which shall be taken from accumulated Sick Leave. Personal Leave Days must be scheduled in advance with the Director of Court Services. Personal Leave Days cannot be converted to pay, if not taken.

Section 3. Workers' Compensation.

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

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

(c) A Workers' Compensation Disability Leave by law may continue for an indefinite period of time. However, the employment relationship with Probate Court shall end after an employee's absence for one (1) year.

ARTICLE 20
LEAVES OF ABSENCE

Section 1. Leaves of Absence Generally. Except for absence expressly authorized and approved pursuant to other specific provisions of this Agreement (i.e., paid vacations, paid holidays, etc.), employees shall not be absent from work without an approved leave of absence, as provided for in this Article. An employee who is absent three (3) days or more without notifying Probate Court and making mutually acceptable arrangements for return to work, except when the failure to notify and return to work is due to circumstances beyond the control of the employee, shall be deemed terminated and shall have no further right to re-employment.

Section 2. Medical Leave. The following provisions shall apply to and govern all Medical Leaves of Absence:

(a) **Medical Leave Defined.** A Medical Leave shall be either requested or unrequested, defined as follows:

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

(ii) **Unrequested:** Additionally, an employee who has been on a paid Sick Leave, and who has exhausted all accumulated Sick Leave, shall, even if he refuses to make application for a Medical Leave, be deemed to be on a Medical Leave of Absence in accordance with this Article.

(b) **Provisions Applying to Medical Leaves.** Medical Leaves of Absence shall be subject to the following:

Article 20 - Leaves of Absence - Section 2(b) (Continued)

(i) Application for a Medical Leave shall be made on forms provided by Probate Court, shall state the reason for the Leave, shall specify the proposed beginning and ending dates of the requested Leave of Absence, and shall be signed by the employee and his physician.

(ii) No Medical Leave of Absence, whether requested or unrequested, shall be for any period longer than six (6) months.

(iii) When a Medical Leave is granted, whether requested or unrequested, it shall be granted in writing, shall specify the reason for which it is granted, shall specify the beginning and ending dates of the Leave, and shall be signed by the Director of Court Services. If the Medical Leave (including any extension or renewal thereof) exceeds in the aggregate six (6) months, any extension shall also be subject to approval by the Chief Probate Judge and shall be signed by the Judge as well.

(iv) When a Medical Leave of Absence is granted, the employee shall first use his earned and accumulated paid Sick Leave for the actual days of disability occurring during the Medical Leave, as such actual disability days are verified by a physician's certificate. Once the employee has exhausted his accumulated paid Sick Leave (including accrued paid vacation, if the employee elects to use his Vacation Allowance as paid Sick Leave), the balance of the Medical Leave shall be without pay. No Sick Leave, Vacation, or credited service in the Pension Plan shall accrue during any unpaid Medical Leave. No Health Care and Life Insurance benefits continue, unless the full cost of such insurance coverage is paid in advance by the employee.

(v) Except in cases of injury or illness incurred in the line of duty, probationary employees shall not be entitled to use Sick Leave until the completion of the probationary period.

Article 20 - Leaves of Absence - Section (b) (Continued)

(vi) If a Medical Leave is granted for a period up to but not exceeding six (6) months, Probate Court will hold the employee's position vacant. If, however, a Medical Leave (including any extension or renewal thereof) exceeds in the aggregate six (6) months, then and in such event, upon expiration of the Leave, Probate Court will attempt to place the employee within his division in the same type of position being held before the Leave began, if such work is available. If such work is not available, the employee will be offered the opportunity to fill the first vacancy occurring within his division in his former or a lower paid classification, provided he has the experience, training and qualifications to perform the job. An employee returning from a Medical Leave may be placed in a vacant position without regard to the posting or other job vacancy provisions of this Agreement. If, upon termination of a Medical Leave in excess of six (6) months, an employee refuses a position within his division for which he is qualified, the employee shall be deemed terminated and shall have no further right to re-employment with Probate Court.

(vii) An employee on a Medical Leave may request that the Leave be terminated and that he be returned to work prior to the expiration date of the Leave; provided, however, that Probate Court shall have sole discretion in determining whether or not to allow early termination of the Leave.

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

Article 20 - Leaves of Absence -(Continued)

Section 3. Leaves of Absence Without Pay.

(a) An employee may request and the Director of Court Services may grant a Leave of Absence Without Pay for a period of not less than one (1) or more than six (6) months. An employee must use all accumulated Compensatory Time and Vacation Time before beginning a Leave of Absence Without Pay.

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

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

(d) The granting or denial of any Leave of Absence Without Pay in any given case shall not constitute any practice or precedent whatsoever with respect to any other case and is not subject to the grievance procedure contained herein.

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

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

Article 20 - Leaves of Absence - (Continued)

Section 4. Military Leave. Application for Military Leave of Absence shall be made to the Director of Court Services in writing, as soon as the employee is notified for acceptance into military service and, in any event, not less than two (2) weeks prior to the employee's departure. An employee on Military Leave shall retain any unused Sick Leave or Vacation Allowance accrued, and rights under such provisions and/or re-employment rights shall be governed by applicable federal and state laws and regulations.

Section 5. Bereavement Leave. 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 6. 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, sick leave, vacation and credited pension shall continue for the first thirty (30) calendar days of said Leave. Health care and life insurance premiums 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. Such payment is due in the Personnel Office by no later than the fifteenth (15) of the previous month for the month which the employee is paying.

Section 7. Failure To Return After Leave. If an employee fails to return to work after any Leave of Absence within three (3) days of the agreed upon return date without making mutually acceptable arrangements for return to work, except when the failure to notify and return to work is due to circumstances beyond the control of the employee, the employee shall be deemed terminated and shall have no further right to re-employment with Probate Court.

ARTICLE 21
VACANCIES AND PROMOTIONS

Section 1. Vacancies and New Positions.

(a) Vacancies in permanent positions in the bargaining unit shall be posted on a bulletin board for three (3) days. For informational purposes, the posting shall contain the minimum qualifications for the job. Only employees of the Directors and Registers Chapter of Local No. 2757 who wish to be considered may sign their names on the posting.

(b) Placement or advancement within the bargaining unit shall be based upon factors such as demonstrated ability, dependability, experience, education and/or training, seniority, and such other factors or qualifications as may be pertinent to the particular job vacancy or new position to be filled, in the sole and unfettered opinion of the Chief Probate Judge. The final decision on filling a vacancy, either from within or outside the bargaining unit, shall rest with the Chief Probate Judge.

(c) Probate Court may fill a vacancy or new position on a temporary basis during the time necessary to fill the job on a regular basis, such period not to exceed six (6) months.

Section 2. Trial Period and Re-bidding.

(a) A Member of this bargaining unit who is transferred to or successfully bids upon a job vacancy or new position shall be subject to a thirty (30) calendar day trial period under the direction of the Director of Court Services, in order to determine his ability to perform the job successfully and satisfactorily, in the opinion of Probate Court. If at any time during the trial period Probate Court determines that said employee is not successfully or satisfactorily performing the job, Probate Court shall return him to his former classification, division, and rate of pay, without loss of seniority. In such event, the Director of Court Services will advise said employee in writing of the reasons for doing so.

Article 21 - Vacation & Promotions - Section 2(Continued)

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

Section 3. Temporary Work in Higher Classification.

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 at least twenty (20) consecutive workdays, shall be paid at the higher Grade and at the current Step of the temporarily assigned employee from the first day of the assignment, provided that such employee performs all duties and accepts all responsibilities of the higher classification.

Section 4. Emergency Duties. Any employee may be required to perform duties, which are not normally part of his assigned job, only in emergency situations. Emergency situations shall be defined to mean situations caused by factors beyond the control of management which cannot be anticipated or planned for in the normal course of Division operations and where assignment of workers cannot be delayed until the proper employee can be assigned.

Section 5. Temporary Work in Lower Classification. Employees who are temporarily assigned to a lower classification, either in emergencies or non-emergencies, will not suffer a reduction in wages and benefits.

ARTICLE 22
COURT-PAID EDUCATION AND TRAINING

Section 1. Seminars/Conferences.

(a) An employee who wishes to attend a work-related seminar or conference at the expense or partial expense of Probate Court must:

1. Get prior written approval from the Director of Court Services or his designee.
2. Furnish written information to the Director of Court Services, or his designee, where the meeting is going to be held, what subject matter is to be covered, the costs involved, and how many working hours he needs to be absent in order to attend.

(b) If approval is granted:

1. The Employer will pay the expenses incurred in accordance with Court Policy.
2. Employees who attend an approved seminar/conference during working hours shall not suffer any loss of pay or benefits.

3. An employee will not be granted overtime for attending seminars/conferences outside of regular working hours.

Section 2. Education - Work-related.

(a) An employee who wishes to attend a work-related class at the expense or partial expense of Probate Court must:

1. Get prior written approval from the Director of Court Services or his designee.
2. Furnish written information to the Director of Court Services, or his designee, where the class is going to be held, what subject matter is to be covered, the costs involved, and how many working hours he needs to be absent in order to attend.

(b) If approval is granted:

1. Upon the employee's filing written proof of passing or completion of said course, the Employer will reimburse the employee for the tuition and books (costs of the class) in accordance with Court Policy.

Article 22 - Court Paid Education -Section 2(b)-(Continued)

2. Employees who attend an approved class or course during working hours shall not suffer any loss of pay or benefits.

3. An employee will not be granted any overtime for attending said class or course outside of regular working hours.

Section 3. Required Attendance. Probate Court may require an employee to attend seminars, institutes, conferences or workshops, provided that there shall be no cost to the employee. Employees must acquire training consistent with accreditation standards, if any. Those who violate this requirement may be suspended without pay for the hours they fall below the standards requirements.

ARTICLE 23
USE OF FACILITIES

Section 1. Union Meetings. The Union may, with the prior consent of the Director of Court Services, use public meeting rooms in County buildings for Union meetings, when such rooms are available outside normal business hours.

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

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

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

ARTICLE 24
JURY DUTY AND COURT TIME

Section 1. Jury Duty.

(a) An employee who is called for Jury Duty shall notify the Director of Court Services immediately upon receiving notice of such call.

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

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

Section 2. Court Time. An employee required to appear in court or before an administrative agency during off-duty hours in the course of or as a result of his employment shall receive equivalent time off from his regular duties, upon request to and approval of the Director of Court Services. All subpoena and witness fees shall be assigned to the Employer.

ARTICLE 25
LAYOFF AND RECALL

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 an employee, the Employer will notify the employee fourteen (14) calendar days in advance, and the following procedure shall be used:

(a) If it becomes necessary for the layoff of an employee, extra-hire and temporary employees shall be laid off first and then employees with seniority.

(b) Seniority for a laid off employee shall continue to accrue for the first thirty (30) calendar days only.

(c) 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 the insurance coverage.

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

(a) An employee on layoff shall be recalled to the position from which he was laid off, if such position has been reinstated, or to the first available position in this bargaining unit for which he is qualified. If more than one employee is on layoff, that employee with the greatest seniority, who has the skill, ability and qualifications to perform the duties of that first available position, shall be recalled.

(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.

(c) When employees on layoff are to be recalled, the Employer will send a certified letter, addressee only, 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.

Article 25 - Layoff & Recall - Section 2 (Continued)

(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 26
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. Veterans' Rights. Re-employment rights of veterans will be in accordance with applicable state and federal law. Employees who are actively 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 3. Termination of Employment. Employees wishing to resign from Court employment should make every effort possible to give fourteen (14) calendar days' written notice of their intent to resign to the Director of Court Services. Whenever possible, a thirty (30) calendar days' written notice should be given to the Director of Court Services to facilitate filling of vacancies created. Employees planning to retire from Court employment shall give ninety (90) calendar days' written notice of their intent to retire to both the Director of Court Services and the Personnel Department to facilitate implementation of pension benefits.

Section 4. Rules and Regulations.

(a) Every employee is expected to conduct himself in a manner that will reflect credit upon the Berrien County governmental and judicial organization of which he or she is a part.

(b) The Employer may adopt reasonable rules and regulations governing employees' conduct and dress and a code of ethics where appropriate.

Article 26 - Miscellaneous - Section 4(b) (Continued)

The specific rules and regulations concerning bargaining unit employees shall be submitted to the Union ten (10) calendar days in advance of their effective dates by the Director of Court Services, during which time the Union may discuss such matter with the Employer.

(c) It is expressly agreed between the Parties that any employee who is charged with a criminal offense will be suspended without pay pending the outcome of an investigation to be conducted either by Probate Court or by another agency of its choosing.

Section 5. Mileage. Reimbursable mileage shall be at the rate of twenty-nine (29) cents per mile or any higher rate allowed by the Employer. If in the normal course of an employee's duties, he is required to transport clients, the Probate Court and Berrien County shall agree to hold him harmless if he is acting within the scope of his employment.

Section 6. Copies of Agreement. The Employer shall provide all present and future members of this bargaining unit with a copy of this Agreement.

Section 7. Severability. If any Article, Section, or Provision of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected hereby, and the Parties shall enter into Collective Bargaining for the purpose of assuring a mutually satisfactory replacement for such Article, Section, or Provision.

Article 26 - Miscellaneous - Section 8 (Continued)

Section 8. Waiver. It is the intent of the Parties hereto that the provisions of this Agreement, which supersedes all prior Agreements and understandings, oral or written, express or implied, between such Parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be exerted in arbitration or otherwise. The Parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the agreements arrived at by the Parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or governed in this Agreement, or with respect to any subject or matter not specifically referred to or governed in this Agreement.

ARTICLE 27
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 ninety (90) 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 1, 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 Chief Probate Judge; but the Parties mutually pledge that the Representatives selected shall have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.

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

ARTICLE 28

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. If no agreement to such modification is reached before the expiration of the term, then this Agreement shall continue in full force and effect until the ratification of a successor 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.

Chief Judge
Of the Probate Court
of Berrien County

By: Stuart F. Meek, Jr.
Stuart F. Meek, Jr.
3/24/94

Directors, Assistant Directors
and Registers Chapter of Local
No. 2757 Affiliated with
Council No. 25 International
Union of American Federation
of State, County and Municipal
Employees (AFL-CIO)

By: Edward Morgan 3/24/94
Date

By: [Signature] 3-24-94
Date

By: Perry Davis 3-24-94
Date

By: _____
Date

By: _____
Date

ATTACHMENT "A"
BERRIEN COUNTY PROBATE AND JUVENILE COURT
GRADE AND SALARY TABLE
DIRECTORS/SUPERVISORS BARGAINING UNIT

5% STEPS

EFFECTIVE OCTOBER 1, 1993

<u>GRADE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
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

ATTACHMENT "B"

CLASSIFICATION AND GRADE TABLE
EFFECTIVE OCTOBER 1, 1993
PROBATE AND JUVENILE COURT
DIRECTORS, ASSISTANT DIRECTORS, AND REGISTERS
CHAPTER
OF
LOCAL NO. 2757, COUNCIL NO. 25

<u>CLASSIFICATION TITLE</u>	<u>GRADE</u>
Non-Attorney Referee	9
Intake Manager	11
Youth Services Manager	10
Probate Register	9
Juvenile Register	8
Manager Court Services	11
Juvenile Center Director	14
Residential Services Manager	10
Recreation Services Supervisor	9
Detention Services Supervisors	9
Residential Services Supervisor	9
Chief Deputy Probate Register	5

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.

LETTER OF AGREEMENT
BETWEEN..
THE JUDGES OF PROBATE & JUVENILE COURT OF BERRIEN COUNTY
AND
THE BERRIEN COUNTY DIRECTORS, ASSISTANT DIRECTORS,
AND REGISTERS, 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)

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

- 1) This Letter of Understanding is executed by the parties pursuant to contract negotiations, effective January 1, 1992.
- 2) The Employer will continue to honor the current positions of Director of Probation, Robert Roth; Assistant Director of Probation, Alzeni Crumble; and Director of the Youth Service Bureau, Robert Umbenhaur, at their current grade and step.
- 3) Further, the employer agrees to negotiate with the Bargaining Unit to re-name the current position titles to better reflect the current duties and assignments of the positions.
- 4) Notwithstanding the above, the current holders of these positions will suffer no harm during the period of their tenure with the Berrien County Probate Court, and continue to receive any negotiated improvements to wage and benefits.
- 5) When the above-mentioned holders of these positions shall vacate their positions, whether through retirement, or resignation, the need for the continuance of said positions will be reviewed.
- 6) All other aspects of the labor agreement remain unchanged.

APPROVAL: Date: 1/9/92

ARSCME

Robert F. Umbenhaur
Rance
Ollie M. Hill
Arthur Anleon

EMPLOYER

Stuart F. Mackey
Benjamin J. Ruy
Robert J. Lamparsky
Will A. Hill
Thomas R. Ruy
Shelley Smith


LETTER OF AGREEMENT
BETWEEN
THE JUDGES OF PROBATE AND JUVENILE COURT OF BERRIEN COUNTY
AND
THE BERRIEN COUNTY DIRECTORS, ASSISTANT DIRECTORS,
AND REGISTERS, 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)

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

- 1) This Letter of Understanding is entered into as required by the current contract, effective December 31, 1990.
- 2) Effective May 26, 1992, Dynsdale O. Spence will be appointed Berrien County Probate Register. Since the employer is appointing Mr. Spence, who is currently a Grade 60, to the Probate Register's position, which is a Grade 57, the employer will continue to honor the current salary of Dynsdale O. Spence as Probate Register. He will suffer no harm during the period of his tenure with the Berrien County Probate Court, and will continue to receive any negotiated improvements to wages and benefits.
- 3) When Mr. Spence shall vacate the position of Probate Register, whether through retirement or resignation, that position will revert back to its contractual Grade. At the present time, the Probate Register's contractual Grade is 57.
- 4) All other aspects of the labor agreement remain unchanged.

APPROVAL: Date: May 21, 1992

AFSCME



EMPLOYER

