

**ORIGINAL FOR EXECUTION**

7-24-2009

**AGREEMENT BETWEEN**

**COUNTY OF BARRY,  
BARRY COUNTY TRIAL COURT  
THE BARRY COUNTY CLERK,  
THE BARRY COUNTY TREASURER,  
THE BARRY COUNTY SHERIFF,  
THE BARRY COUNTY REGISTER OF DEEDS,  
THE BARRY COUNTY DRAIN COMMISSIONER and  
THE BARRY COUNTY PROSECUTING ATTORNEY**

**and**

**BARRY COUNTY COURTHOUSE  
EMPLOYEES' ASSOCIATION**

January 1, 2009 through December 31, 2011

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## AGREEMENT

THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of May, 2009, at Hastings, County of Barry, Michigan, by and between the County of Barry, the Probate Court for the County of Barry, the Fifth Circuit Court for the County of Barry, the 56<sup>th</sup> District Court for the County of Barry, the Barry County Clerk, the Barry County Treasurer, the Barry County Sheriff, the Barry County Register of Deeds, the Barry County Drain Commissioner and the Barry County Prosecuting Attorney, hereinafter referred to as the "Employer," and the Barry County Courthouse Employees' Association, an incorporated employee Association, hereinafter referred to as the "Association."

### **WITNESSETH:**

**WHEREAS**, the Employer and the Association recognize that the efficient administration of the Courts and of the County government and the well-being of the employees require that orderly and constructive relationships be maintained between the parties hereto; and

**WHEREAS**, it is the intent and purpose of this Agreement to assure a mutually beneficial working and economic relationship between the parties and to set forth the basic and full agreement between the parties concerning these relationships.

**NOW THEREFORE**, the parties agree as follows:

### ARTICLE 1

#### RECOGNITION

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

All full-time and regular part-time employees of Barry County, including employees in the following Departments: Land Information Services, Probate Court including the Juvenile Division, Cooperative Extension Service, Drain Commissioner, Equalization Department, Register of Deeds Office, Treasurer's Office, Custodial and Ground, County Clerk's Office, District Court (including Probation), Animal Control Office, Planning Department, Circuit Court including the Friend of the Court's Office and Circuit Court stenographers, Prosecuting Attorney's Office; but excluding temporary employees, substitute employees, managerial employees, the Probate Register, Sheriff's Department employees, District Court Magistrate, and Supervisors as defined in the Public Employment Relations Act.



**Section 2. Part-Time Employees.** Employees scheduled to work twenty (20) hours per week but less than forty (40) hours per week shall be considered part-time employees. Part-time employees who are members of the Association will receive all benefits afforded full-time employees prorated in accordance with the hours worked.

**Section 3. Temporary Employees.** Temporary employees are those employees hired to augment the work force and work for a specific project or time period of less than ninety (90) work days per year. There shall be no seniority or rights of recall for temporary employees. The Employer shall give the Association President written notice of the hiring of a temporary employee, the position the temporary employee is hired for, the anticipated time period that the Employer expects the temporary employee to work, and the reason for the temporary employee. A temporary appointment may be extended for an additional thirty (30) work days upon written notification to the Association prior to the end of the original appointment. These temporary appointments may be extended beyond one hundred twenty (120) work days with the mutual agreement of the Employer and the Association.

Should a temporary employee enter the Bargaining Unit and successfully complete a probationary period, he/she shall be given seniority retroactive to his/her original employment date if there is no break in service and the person has worked at least twenty (20) hours per week.

**Section 4. Substitute Employees.** An employee who is hired to replace an employee on a leave of absence (paid or unpaid) or on workers' compensation shall be considered a substitute employee. Substitute employees may be retained for the duration of the regular employee's absence but shall not attain seniority and are not covered under this Agreement. Substitute employees shall be compensated by wages only. Such wages shall be consistent with the salary rate for the position the substitute employee is filling. Should a substitute employee enter the Bargaining Unit and successfully complete a probationary period, he/she shall be given seniority retroactive to his/her original employment date if there is no break in service and the person has worked at least twenty (20) hours per week.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

Nothing in this Agreement shall be deemed to limit or curtail the Employer in any way in the exercise of the rights, powers, and authority except to the extent that specific provisions of this Agreement curtail or limit such rights, powers and authority. These rights include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer, assign and retain employees in positions within the County. Further, to suspend, demote, discharge or take such other disciplinary action which is necessary to maintain the efficient administration of the County. It is also agreed that the Employer has the right to determine the methods, means and personnel, employees or otherwise, by which the business of the County shall be conducted and to take whatever

action is necessary to carry out the duty and obligation of the County to the taxpayers thereof. The Employer shall also have the power to make rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement.

The Employer reserves the right to hire, assign and layoff employees in accordance with the terms of this Agreement.

The Association reserves the right to grieve when action taken by the Employer under this Section is contrary to a specific limitation of such Employer rights contained in this Agreement.

### **ARTICLE 3**

#### **GRIEVANCE PROCEDURE**

**Section 1.** For the purposes of this Agreement, the term "grievance" means any dispute between the Employer and its employees or the Association regarding wages, hours, or conditions of employment, as set forth in this Agreement.

**Section 2.** An employee who believes he/she has a grievance is encouraged to informally discuss his/her complaint with his/her immediate supervisor. In the event the complaint is not satisfactorily settled at this point, it shall become a grievance and the following procedure shall become effective.

**Section 3. First Step.** To be processed hereunder, a grievance must be reduced to writing (in triplicate), state the facts upon which it is based, when they occurred, specify the section of the Agreement which has allegedly been violated, must be signed by the employee who is filing the grievance, and be presented to the employee's Department Head within ten (10) days after the employee knew or should have known of the occurrence or the event upon which it is based. The Department Head shall give a written answer to the aggrieved and/or his/her Association representative within five (5) days after the receipt of the written grievance. If the answer is mutually satisfactory, the employee and/or his/her Association representative shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Department Head.

**Section 4. Second Step.** If the grievance has not been settled satisfactorily in the first step, and if it is to be appealed to the County Grievance Board composed of the employee's Department Head and the Personnel Committee of the Board of Commissioners, the grievant shall within five (5) days, submit in writing the matter to the County Administrator. The Grievance Board shall meet within fifteen (15) days after receipt of the grievance by the County Administrator and the Committee shall give a written answer within five (5) days after meeting. If the disposition made by the Grievance Board is still not satisfactory or if the Grievance Board does not take action on it after fifteen (15) days, then the grievance may be submitted within twenty (20) days after such disposition by the

Grievance Board, to binding arbitration. If the grievance is not submitted to binding arbitration by written demand to the Employer, as set forth below, within the time limits described above, it shall be considered conclusively settled on the basis of the last answer to the grievance.

To invoke arbitration, the Association must give timely written notice to the Employer and simultaneously file a request for a panel of arbitrators with the Michigan Employment Relations Commission. Each party shall strike any name to which the party objects, number the remaining names to indicate the order of preference, and return the list to the Michigan Employment Relations Commission. If a party does not return the list within ten (10) days to the Michigan Employment Relations Commission, all persons named therein shall be deemed acceptable to that party. If the parties fail to agree upon any of the arbitrators named, the Michigan Employment Relations Commission shall provide an additional list.

**Section 5.** Grievances affecting two (2) or more employees on the same issue may be submitted directly to the second step within twenty (20) days of the time it knew or should have known of the occurrence.

**Section 6.** Time limits at any step of the grievance procedure may be extended only by mutual written agreement between all parties involved. In the event the grievant does not appeal a grievance from one step to another within the time limit provided, the grievance will be considered as being settled on the basis of the last answer. Failure of the Employer to respond to a grievance, at any stage within the time limits specified, shall be considered a denial of the grievance and it may be processed at the next step.

**Section 7.** An aggrieved person may withdraw further consideration of a grievance at any stage of the procedure.

**Section 8.** The parties agree that the arbitrator and the arbitration shall be subject to the following:

- A. The arbitrator shall be empowered to rule only on those grievances which are properly submitted through the grievance procedure.
- B. The arbitrator shall not add to, detract from, ignore, or change any of the terms of this Agreement.
- C. Back pay shall be limited to the amount of the base wage the employee would have earned less any amount received from other employment or unemployment compensation which the employee is permitted to retain or as determined by the arbitrator based on the facts and circumstances of the case.
- D. It shall be the responsibility of the arbitrator to render a decision within thirty (30) days of the closing of the case.

- E. The parties agree that the arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
- F. Only one grievance shall be presented to an arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same arbitrator.
- G. The withdrawal or settlement of grievances by the Association and the settlement of grievances by the Employer will be with prejudice.
- H. Fees and expenses of the arbitrator shall be borne equally between the Employer and the Association. The Employer shall, upon request, make employees, who are on duty available as witnesses. Each party shall make arrangements and pay for the expenses of witnesses which are called by them. Each party shall fully bear its costs regarding witnesses and any other person it requires or requests to attend the arbitration.

**Section 9.** Days referred to in this Article shall be Monday through Friday, excluding Saturdays, Sundays and Holidays.

**Section 10. Election of Remedies.** When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

## **ARTICLE 4**

### **WRITTEN AGREEMENTS**

There are no understandings or agreements or past practices which are binding either upon the Employer or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Association until it has been reduced to writing and signed by both the Employer and the Association.

## ARTICLE 5

### AGENCY SECURITY

**Section 1.** Membership in this Association is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Association. Neither party shall exert any pressure on or discriminate against an employee with regard to such matters.

**Section 2.** Membership in the Association is separate, apart and distinct from the assumption by one of his/her equal obligations to the extent that he/she receive equal benefits. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Association.

**Section 3.** In accordance with the policy set forth under Sections 1 and 2 of this Article and with Article 6, all employees in the bargaining unit shall, as a condition of continued employment, either become and remain members in good standing of the Association or pay to the Association, the employee's exclusive collective bargaining representative, a service fee. The Association shall set the service fee at the amount of an employee's fair share of costs attributable to negotiating and administering the terms of this Agreement. For new employees, this payment shall start the first pay period three (3) months following the date of employment.

**Section 4.** Employees shall be deemed to have complied with the terms of this Section if they are not more than sixty (60) days in arrears for membership dues or representation fees respectively.

**Section 5.** Employees who fail to comply with the provisions set forth above shall, pursuant to MCLA 408.477, have the amount of the service fee deducted from his/her wages and remitted to the Association by the Employer upon expiration of the above-stated time limits and receipt of written notice of that fact from the Association. The Association agrees to defend and indemnify the Employer and hold it harmless from any and all claims, liabilities, expenses or judgments, including attorneys' fees, arising out of and pursuant to the provisions of this Article.

## ARTICLE 6

### DEDUCTION OF DUES

**Section 1.** During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of the Association provided, however, that the Association presents to the Employer authorizations, signed by such employees allowing such deductions and payments to the Association.



- A. Amount of initiation fee and dues will be certified to the Employer by the Treasurer of the Association.
- B. Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Association as prescribed above for the deduction and transmission of Association dues and initiation fees.

**Section 2.** The Association agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Association initiation fees and/or dues. The Association assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Association.

## ARTICLE 7

### SENIORITY

#### **Section 1. Definitions.**

- A. County Seniority. The employee's length of continuous service with the Employer since the employee's most recent date of hire. County seniority shall be used for determining annual leave accrual, longevity and pension credits.
- B. Departmental Seniority. The length of an employee's continuous service with his/her respective Department since the employee's most recent date of hire.
- C. Classification Seniority. The date the employee was appointed to his/her present job classification, adjusted for leaves of absences in excess of thirty (30) consecutive days without pay.
- D. If an individual terminates his/her employment with the Employer (Departments covered by this contract and Sheriff's Department only) and rehires with the Employer on a later date, the employee will, after two (2) years of continuous employment receive an update concerning his/her seniority, and be credited one hundred (100%) percent for the time worked prior to employment termination for matters of annual leave accrual, longevity and pension credits if not previously withdrawn by the employee. Credit shall be based on full years only. For example, an employee with four and one-half (4½) prior years of seniority with the Employer shall be credited with four (4) extra years after the two (2) years of new employment.

It is the responsibility of the individual to meet the requirements of the Michigan Municipal Employees' Retirement Fund and make any adjustments which may be necessary.

- E. Ties. Any ties in the above seniority dates shall be resolved in favor of the employee with the greatest County seniority from most recent date of hire.

**Section 2. Seniority List.** The Employer shall maintain a roster of employees, arranged according to County and classification seniority, showing name and seniority date(s). The Employer shall continue to furnish the President of the Association an up-to-date seniority list each six (6) months under this Agreement.

**Section 3. Probationary Employees.** All employees shall be considered to be on probation and shall have no seniority until they have been employed continuously for six (6) months following the first day of work for the Employer. Employees who experience a period of absences in excess of ten (10) work days during their probationary period shall have their probationary period extended by the number of days of absence. The Association shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours and other conditions of employment, but not for layoff or discharge or discipline. The Employer shall have no obligation to reemploy an employee who is laid off or discharged during his/her probationary period. Employees may be disciplined, terminated or laid off for any reason, with or without just cause, during the probationary period and shall not have recourse to the grievance procedure.

**Section 4. Seniority Status.** Upon an employee's completion of the probationary period, he/she shall acquire seniority and he/she shall be placed upon the seniority list with a date to coincide with his/her date of last hire.

**Section 5. Seniority of Association Representatives.** Notwithstanding their position on the seniority list, the Association President, Vice President, Secretary and Treasurer, as long as they hold office, for purposes of layoff and recall only, shall have preferential seniority in their respective classifications provided that there is work available which they have the skill and ability to perform in a satisfactory manner. If no employee is needed in their classifications, they shall have preferential seniority in the lowest classification in the bargaining unit in which there is work available which they have the skill and ability to perform in a satisfactory manner, rather than being laid off.

**Section 6. Loss of Seniority.** An employee covered by this Agreement shall cease to have seniority and shall have his/her name removed from the seniority list, in the event the employee:

- A. A non-probationary employee is discharged for just cause and the discharge is not reversed; or
- B. Retires; or

- C. Quits; or
- D. Is laid off for a period of two (2) years or the length of his/her seniority, whichever is less; or
- E. Accepts employment elsewhere while on a leave of absence (other than an Association business leave of absence), or becomes self-employed for the purpose of making a profit, during a leave of absence; or
- F. Fails to report for work on the first working day after expiration of a leave of absence; or
- G. Fails to report for work within three (3) working days after he/she is notified to do so in person, by telephone, or by telegram or by certified or registered mail sent to the employee's address of record with the Employer;  
  
Provided that, in the case of notice given in person or by telephone, the Employer shall promptly thereafter give to the Association a memorandum, in writing, that it has given such notice; or
- H. Is absent from work, without permission, for three (3) consecutive scheduled workdays; or
- I. Is on sick leave of absence for a period of two (2) years, or the length of his/her seniority whichever is greater; or
- J. If an employee is convicted or pleads guilty or nolo contendere to a felony on or after December 15, 1998.

Exceptions to Above Rules. An employee whose name is removed from the seniority list for any of the reasons "B" through "J" above shall be deemed to have quit, subject only to the following exceptions:

If an employee fails within situation "F," "G," or "H," and his/her failure to report or his/her absence from work is on account of illness or injury or other serious reason beyond his/her control, the employee may retain his/her seniority if he/she has notified the Employer of such reason by certified mail, or by telegram, or by personal telephone call to the Employer, before the expiration of a one or three-day period in the case of "F" or "G" or before the end of his/her scheduled shift on the third (3<sup>rd</sup>) working day in the case of "H."

It is recognized that the Employer may require substantiation of the reason by which an employee claims exception as above. If the reason is not



substantiated upon such request, to the satisfaction of the Employer and the Employer determines that the employee's loss of seniority shall stand, the employee may appeal the determination of the Employer to the grievance procedure herein provided.

## ARTICLE 8

### APPLICATION OF SENIORITY

**Section 1. Layoff Procedure.** Layoff shall mean a reduction in the work force. The Employer will notify the employees ten (10) working days in advance of the layoff if the layoff is expected to exceed seven (7) calendar days in duration. The following procedure shall be used:

- A. Any temporary employee in the affected classification will be laid off first providing the remaining employees in the Department have the skill and ability to qualify to do the required work.
- B. If further layoff is necessary, any substitute employee within a Department in the affected classification will be laid off, providing the remaining employees in the Department have the skill and ability to qualify to do the required work.
- C. If further layoff is necessary, any probationary employee in the affected classification within the affected Department with the least classification seniority will be laid off first and so on, within the classification, providing the remaining employees in the classification have the skill and ability to qualify to do the required work.
- D. If further layoff is necessary, the part-time and full-time employees in the affected classification within the affected Department will be listed by classification seniority date and the least senior will be laid off first and so on, within the classification and Department, providing the remaining employees in the classification and Department have the skill and ability to qualify to do the required work, and provided the remaining employees are willing to work the assigned hours.

Any employee with seniority in the bargaining unit who has been laid off may bump a junior employee in the same or lower-paying classification within his/her own Department providing he/she has the skill and ability to qualify to do the work with normal supervision but without any additional training.

- E. When a new or open position occurs in a Department in a classification from which no employees have been laid off, employees with seniority in the bargaining unit in the same classification on layoff

from a different Department shall be recalled in order of their seniority for said new or open position. The employee must have a reasonable expectation of satisfactorily performing the job.

- F. When a new or open position occurs in any Department, employees with seniority in the bargaining unit on layoff status shall be given the first consideration for the new or open position provided the employee on layoff status has the appropriate training and skills to perform the duties of said new or open position. This only applies to employees on layoff status who have classifications equal to or higher than the open position. Any employee who is denied the opportunity to try the open position will be given written notification of the reasons for his/her disqualification.
- G. Employees who are recalled pursuant to paragraphs "E" or "F" will be on probation during a trial period of up to three (3) months. If the recalled employee cannot and does not satisfactorily perform the duties of said position, he/she shall return to a laid off status upon three (3) days prior notice.

Decisions under this paragraph will be at the sole discretion of the Department Head or elected official. Such decision will not be subject to the grievance procedure. If an employee is given a trial period, it shall be for a minimum of two (2) weeks.

**Section 2. Benefit Continuation.** The Employer shall continue to pay its share of the cost of life and health insurance premiums for laid off employees until the end of the month in which the layoff occurs and for the following four (4) months, but it shall terminate sooner if the employee has health insurance available from another employer or spouse. Thereafter, the laid-off employee may continue his/her health insurance in accordance with the federal law commonly known as "COBRA." The laid-off employee may continue his/her life insurance for a period determined by the insurance carrier. Payments shall be made through the County Clerk's Office. Employees shall pay one hundred two (102%) percent of the premium cost.

**Section 3. Recall.** When the work force is increased after a layoff, employees will be recalled in inverse order of layoff.

**Section 4. Procedure to Accomplish Recall.** When employees laid off are to be recalled, the following method will be used by the Employer.

- A. The employee or his/her spouse will be called by telephone, or notified in person of his/her recall and the date on which he/she is to return to work.

- B. If an employee cannot be contacted personally under "A" above, the Employer will send a certified letter notifying the employee of his/her recall to work and the date of his/her return. This will be done even if the employee's spouse is contacted.
- C. Any employee notified in accordance with "A" or "B" above, who fails to report for work within the time limits set forth in Article 7, Section 6(G), of the contract shall be considered to have quit.

If the date given in the recall notice is a date beyond the end of the three (3) working-day period specified above, the employee shall have until the end of the shift on the day specified to report before being considered as a quit.

It is the employee's responsibility to maintain his/her correct address and telephone number on file with the Employer, and the Employer will not assume any responsibility in the event notices are not received because the last address or telephone number is not correct; provided, in the event of a layoff, a layoff slip will be issued and will contain the name, address and telephone number of the employee. A copy of this slip will be signed by the employee and retained by the Employer.

**Section 5. Promotions and Posting of Job Vacancies.**

- A. The Employer recognizes that it is desirable in making assignments to vacant and new positions to consider the interests and aspirations of bargaining unit members. Whenever a vacancy occurs, the Employer will post on the bulletin boards a notice of such vacancy for a period of five (5) work days. The job posting shall specify the Department having the vacancy, the job classification, the nature of the position, the salary, the hours of work and qualifications expected of the applicant.
- B. An employee with the necessary qualifications may bid for a change in job classification and/or a change in Department.
- C. For purposes of this Section, the Employer shall be considered to have the following four Departments:
  - 1. The Fifth Circuit Court;
  - 2. The 56<sup>th</sup> District Court;
  - 3. The Probate Court for the County of Barry; and
  - 4. All other Departments indicated in Article 1, Section 1, of this Agreement.

- D. Any employee from within the Department of the vacancy who possesses the qualifications described in "A" and "B" may file a written bid to be considered for the position and shall be interviewed.
- E. It is the intent of the Employer to promote from within a Department whenever it is consistent with the provisions of this Section. In the event that two or more employees from within the Department of the vacancy who are qualified bid on the same position, the position shall be awarded to the most qualified employee taking into account his/her skills, ability and experience. In the event that two or more employees from within the Department of the vacancy have relatively equal qualifications, the position shall be given to the employee having the most departmental seniority. The Employer retains the right to hire an individual from outside the Department or bargaining unit provided that current employees from within the Department of the vacancy who bid on the position do not have qualifications which are relatively equal to those of the proposed individual.
- F. Each senior employee from within the Department of the vacancy who bids for a position and who is not considered qualified shall be given written notification of the reasons for his/her disqualification. Such action shall be a proper subject for the grievance procedure.
- G. Vacancies are defined to mean full-time and part-time openings resulting from a newly created job or one caused by discharge, quit, retirement, death or permanent transfer of an employee; or any other position agreed to by the Employer and the Union as a vacancy.

Nothing in this Article shall be construed as limiting the right of the Employer to determine the number of employees required in each classification, nor shall it be construed as limiting the Employer's right to determine whether or not the vacancy shall be filled.

- H. All contractual requirements in the hiring process apply equally to the County and to any agent it chooses to employ including the Michigan Employment Security Commission.
- I. When an employee is accepted for bid on a higher rated job, his/her rate shall be the lowest merit step in the pay grade which is not less than the salary which he/she was receiving immediately before he/she transferred to the new job except that, in no event will an employee receive a pay increase of less than five percent (5%) when moving to a higher rated job, provided that under no circumstances shall the employee's salary exceed the top rate of the job.

When an employee is accepted for bid on the same or lower rated job, he/she shall be paid in accordance with the pay range for the classification, but he/she will retain his/her previous merit step.

During the first thirty (30) working days on the new job, a successful bidder applicant may elect to return to his/her former job if he/she so desires, or the Employer may transfer him back to his/her former job and such decision shall be within the employee's or Employer's sole discretion. If the employee is transferred back to his/her former job, the requirements of "E" above shall be applied. If the job is vacated during such period, the Employer may, at its option, select another bidder from the posting, or it may repost the job.

- J. After an employee's successful transfer to a job for which he/she has bid, the employee shall be ineligible to bid for six (6) months thereafter unless the Employer and the Association mutually agree to allow the bid.
- K. Newly hired employees will begin at the starting rate of the classification unless the Employer agrees to credit the new employee with some or all of his/her prior experience. For wage progression, classification seniority dates will be used. County seniority dates are used for fringe benefit eligibility.

## ARTICLE 9

### ASSOCIATION REPRESENTATIVES

**Section 1.** The Employer hereby recognizes that the employees are entitled to be represented by a Bargaining Committee comprised of not more than four (4) employees covered by this Agreement, one of whom shall be the President of the Bargaining Unit, and any representative or attorney who may accompany them. The employees do hereby designate this Committee as the agent or representative of the Association for negotiation purposes.

The four (4) members of the Association Negotiating Committee shall be paid their regular rate of pay for reasonable time lost during their regularly scheduled working hours for time spent in negotiations, but in no event will more than four (4) members of the Negotiating Committee be paid for participation in any one negotiation session.

**Section 2.** Alternate Committeemen for negotiation purposes only may be designated from time to time by the Association for replacement and shall be entitled to all rights and privileges and limitations as the regular designated Committeemen.

**Section 3.** The employees covered by the Agreement shall be represented by the Association President, Vice President, Secretary and Treasurer. The Association

President, Vice President, Secretary and Treasurer shall be chosen in any manner the Association may designate, subject to the following:

- A. Each of the four (4) named officers shall have been in the regular employ of the Employer for at least one (1) year prior to their selection;
- B. The four (4) officers will be from at least three (3) different Departments; and
- C. At least one (1) officer will be from a professional classification.

The Association will notify the Employer, in writing, of the names of these employees.

**Section 4.** When requested by an aggrieved employee, an Association representative may investigate, present and process grievances on the Employer property without loss of time and pay during his/her regular working hours. However, it is understood and agreed that an employee or the Association representative shall not leave his/her work without first requesting and obtaining the approval of his/her immediate supervisor; which must be granted as promptly as is practicable under the circumstances.

**Section 5.** The Employer agrees that a representative of the Association is welcome to enter the Employer's premises - upon notifying the Employer - to examine conditions with respect to legitimate Association business, or to participate in grievance meetings. The Association representative agrees that such visits are not to interfere with operations or discipline of the Employer.

**Section 6.** The Employer agrees to grant a total of forty-eight (48) hours of paid release time per contract year to Association Executive Board members for the purpose of conducting official Association business (e.g., out-of-the-County meetings with the Association's attorneys). Approval by the Employer is required before any leave may be taken. Approval shall not be unreasonably denied. Paid release time shall only be granted for time lost during an Executive Board member's regularly scheduled working hours. There shall be no carryover of unused paid leave time from year to year.

## **ARTICLE 10**

### **SPECIAL CONFERENCES**

Special conferences for important matters will be arranged between the Association and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meetings shall be between one or more representatives of the Employer and one or more representatives of the Association. 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, unless both parties agree to include other items. Up to two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings. Conferences shall be held on a week day.

## ARTICLE 11

### WORK BY NON-BARGAINING UNIT EMPLOYEES

Employees of the Employer not covered by this Agreement may temporarily perform work covered by this Agreement. This occurs because the parties recognize that the work of employees performing bargaining unit work and the work of non-bargaining unit employees sometimes overlaps.

## ARTICLE 12

### WAGES

**Section 1.** Attached hereto and marked Appendix "A" are schedules showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Appendix "A," and the contents thereof, shall constitute a part of this Agreement. All wages will be paid bi-weekly.

Employees off scale will receive no wage increase until their salary reaches the appropriate wage scale.

**Section 2. Merit Increases.** Employees shall progress through the steps of the salary schedule progression based upon length of service and work performance. Merit increases are a means of recognizing satisfactory performance. The Employer retains the right for just cause to withhold a salary increase, provided that the employee and the Association are advised in writing of the reasons for the withholding.

An employee who is hired into the bargaining unit at a wage increment level higher than provided for under the terms of this Collective Bargaining Agreement shall proceed to the next step thereafter in accordance with the salary schedule.

Example 1: Employee A is hired at the six (6) month rate. At the end of six (6) months, Employee A will be advanced to the one-year rate and each year thereafter in accord with the salary schedule.

Example 2: Employee B is hired at the one-year rate. At the end of one (1) year, the employee shall advance to the two-year rate on the salary schedule and each year thereafter advance in accord with the salary schedule.

## ARTICLE 13

### NEW, CHANGED OR ELIMINATED JOB CLASSIFICATIONS

**Section 1.** The right of the Employer to establish new job classifications, to change the job content of existing job classifications and to eliminate job classifications is recognized. Likewise, the right of the Association to negotiate wage rates for new job classifications and job classifications in which the content is substantially changed is recognized.

**Section 2.** In the creation of a new job classification, the Employer shall discuss its possible inclusion in the bargaining unit with the Association.

**Section 3.** If the Employer creates a new job classification or substantially changes the content of an existing job classification, the Association shall have the right to negotiate a wage rate for the new or changed classification. The rates for new classifications shall be in conformity with the rates for positions of similar kind or class.

**Section 4.** It is specifically recognized by the parties that the job classifications listed in Appendix "A" to this Agreement are primarily for the purpose of defining wage rates. It is specifically recognized that the job contents of some classifications overlap. It is also recognized that all employees are required to do whatever work is asked of them regardless of which type of work the employee usually performs.

While subscribing to the principles found in this Section, the Employer recognizes that it cannot use this Section to violate any other provisions of this Agreement.

## ARTICLE 14

### DISCIPLINARY ACTION

**Section 1. Just Cause.** Discipline shall be for just cause except that the Assistant Prosecuting Attorneys serve at the pleasure of the Prosecutor as provided below.

The Employer and the Association generally subscribe to the principle of progressive discipline; i.e., oral warning, written warning, and disciplinary time off before discharge, except as noted below regarding Assistant Prosecutors. The parties recognize, however, that there are degrees of violations, some of which are severe enough to result in discharge for a first offense. If the offense is severe, the Employer has the right to discharge or to impose lesser penalties than discharge if the offense warrants, without regard to prior offenses.

If an Assistant Prosecuting Attorney that has completed more than two (2) years of continuous service is not re-appointed or has his/her appointment withdrawn by the Prosecutor, and his/her termination from employment is for other than death, just cause, retirement or voluntary resignation, the employee shall be eligible for salary and health



insurance continuation for a period not to exceed sixty (60) calendar days. An Assistant Prosecutor that has completed four (4) or more years shall be eligible for salary and health insurance continuation for a period of not to exceed ninety (90) calendar days. He/she should not be able to grieve that employment termination but shall receive salary and benefits as a waiver of claims. The payments will be made on a bi-weekly basis, subject to normal withholding of taxes and pension accrual and contributions will be made thereon. In addition, such salary and fringe benefit continuation is subject to and contingent upon the employee not being employed in a professional position elsewhere nor receiving unemployment compensation during that time. An Assistant Prosecutor terminated for just cause shall not be entitled to the above payments and benefits but may proceed through the grievance procedure.

**Section 2. Representation.** Before any meeting is called from which disciplinary action may result, the employee shall be notified of the subject matter of the interview and shall be entitled to have present a representative of the Association.

**Section 3. Notice.** If disciplinary action is taken, the employee disciplined shall be given a written statement of the nature of his/her offense, of the penalty given and of the date and time the disciplinary action becomes effective. The Association representative also shall be given a copy of such statement unless the employee requests otherwise. The statement shall be signed by the Employer representative who gives the disciplinary action.

The Employer may suspend an employee without pay for up to seven (7) work days or more as noted below to conduct an investigation. On or before the end of the seven-day suspension, the Employer shall (1) reinstate the employee, (2) discipline the employee, or (3) extend the investigative suspension without pay. If the Employer extends the investigative suspension, it shall give the employee and the Association representative written notice of the reasons for the extension.

**Section 4. Grievance.** If there is to be a grievance concerning such disciplinary action, it shall be in writing and filed at Step One of the Grievance Procedure no later than ten (10) working days following the date of the disciplinary action. The Association representative may be involved at Step One for all grievances involving disciplinary layoff.

**Section 5. Failure to File Grievance.** If an employee who is disciplined fails to file a grievance within the time specified above, or if, upon the hearing of his/her grievance, he/she is found to have been properly disciplined, then his/her discipline shall be absolute as of the date of his/her discipline.

**Section 6. Settlement.** If it is found that the employee should not have been disciplined, or that the penalty assessed him was too severe, then the employee's grievance shall be settled as shall be determined by the Employer and the Association at the Step Two hearing, and the employee's payroll and personnel records shall be adjusted accordingly.

**Section 7. Arbitration.** If, at the Step Two hearing, the Employer and the Association are unable to agree upon a disposition of the matter mutually satisfactory to them, the Association may appeal the grievance to arbitration. The arbitrator shall have full discretion to uphold, rescind or modify disciplinary measures imposed by the Employer.

**Section 8. Employee's Signature.** The employee and/or Association representative will be required to acknowledge receipt of a written warning, except that the employee may request that the employee's signature does not mean he/she agrees to the charges or penalties.

**Section 9. Prior Record.** Any discipline which is more than eighteen (18) months old will not be considered by the Employer if the employee has no subsequent written disciplinary activity during the eighteen (18) month period.

## **ARTICLE 15**

### **STRIKES, WORK INTERRUPTIONS**

**Section 1.** The Association recognizes that strikes by public employees are prohibited by Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965, and agrees that it will comply with said Act. The Association and its officials will not cause, support or condone, nor shall any employee or employees take part in any action against or any interference with the operations of the Employer.

**Section 2.** The Employer may at its option, discipline including discharge, employees violating any provision of Section 1 of this Article.

**Section 3.** During the term of this Agreement the Employer shall not cause, permit or engage in any lockout of its employees.

## **ARTICLE 16**

### **LONGEVITY PAY**

It is agreed that all regular, full-time employees and part-time employees in the active service of the Employer as of December 31 of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment:

1. **Longevity Pay Schedule - Continuous Service.**

Five or more years - \$25/year maximum payment - \$600.

2. **Date of Payment.**

Longevity payments shall be made on the first pay day in December.

3. Part-Time Employees.

Eligible part-time employees' longevity pay shall be pro-rated in accordance with the percentage of hours worked per week (i.e., if an employee works 24 hours per week, then he/she receives 24/40 of the longevity pay based on the number of years employed).

4. Separate Check.

Longevity pay is to be paid with a separate check.

5. Proration.

Any employee eligible for longevity pay who terminates employment in good standing, retires or dies during the duration of this Agreement is entitled to receive longevity pay prorated for each entire month worked prior to the termination, retirement or death. Such employees or their designated representatives shall receive their longevity payments on the first pay day in December.

**ARTICLE 17**

**HOSPITAL-MEDICAL INSURANCE**

**Section 1.**

A. Health Insurance Program. Effective as soon as possible after the execution of this Agreement, the Employer will offer the following health insurance programs for eligible full-time employees and legal dependents as set forth in Appendix "B-1." Benefits for eligible part-time employees shall be prorated in accordance with the hours worked.

B. Premiums. Effective at the same time as the new insurance options set forth in Appendix "B-1" are implemented, the Employer agrees to pay the premium for eligible full-time employees for hospitalization coverage outlined in Appendix "B-1" up to the following amounts:

Full Family	=	\$1,046.37 per month
2-Person	=	\$ 871.94 per month
Single	=	\$ 387.53 per month

For 2010, the above 2009 premium cost paid by the Employer will increase by 10%. For 2011, the premium cost will increase 10% above the 2010 amount.

Premium costs for eligible part-time employees shall be prorated in accordance with the hours worked. Employees shall pay their illustrative premium costs pursuant to payroll deduction.

The parties will create the Health Care Cost Containment Committee, which will continue to meet on ways to reduce health care costs and to avoid and reduce potential co-pays of both the Employer and the employees. The Employer will provide the Union and the Committee new health care premium rates as soon as they are available.

C. Health Care Cost Containment Committee. The Employer and the Union recognize the rapidly escalating health care costs, including the cost of medically unnecessary services and inappropriate treatment, have a detrimental impact on the health benefit program. The parties hereby establish a joint committee for the purpose of investigating health care cost containment issues which shall continue during the term of this Agreement. The Committee shall be subject to the following provisions:

1. The Committee shall be comprised of not less than one or more than four representatives each from the Employer and each participating Union.
2. The Union representatives shall be granted time off with pay as is reasonably necessary to complete the foregoing (including travel time).
3. The Committee shall meet at the mutually agreed upon times between the Employer and the Union. Minutes of each meeting shall be taken.
4. This Committee may provide recommendations as to the Health Insurance Program options for each year of this Agreement after 2009.

D. New Employees. New employees may elect this coverage with the Employer paying twenty-five percent (25%) of the applicable premium and the employee paying seventy-five percent (75%) or more depending upon the coverage they select. If the employee opts not to take such coverage, he or she will be eligible for coverage at the end of six (6) months of employment, or at any open enrollment time thereafter. After the employee has been with the Department for six (6) months, the Employer will cover the applicable premium for the employee and his dependents as noted in Appendix "B-1." Coverage will begin on the date of hire or on the six-month anniversary date.

**Section 2. Cash Payment Option.** In lieu of health insurance coverage, employees who have completed six (6) months service with the Employer and are covered by health insurance from another source may elect to receive a cash payment each two-week pay period equal to fifteen percent (15%) of the amount of the monthly premium rate for the insurance coverage (single, two-person or family) that the employee is eligible to receive, provided that in no event shall the bi-weekly payments be less than Thirty-seven Dollars and Fifty Cents (\$37.50). Proof of the coverage shall be required.

Starting January 1, 2007, if both spouses are employed by Barry County one spouse shall receive fifty (50%) percent of the health care premium payment in lieu of health

insurance that they were receiving as of August 1, 2006. Effective January 1, 2008, if both spouses are employed by Barry County, neither spouse shall receive payment in lieu of health insurance coverage.

New employees hired after August 1, 2006, who may be married to another County employee will receive no payment in lieu of health insurance coverage. Such spouses also will not be allowed to take single coverage, each, unless pursuant to a court order pertaining to a domestic relations matter

If two Barry County employees get married on or after August 1, 2006, they shall not be entitled to any payment in lieu of health insurance. Such spouses also will not be allowed to take single coverage, each, unless pursuant to a court order pertaining to a domestic relations matter.

Effective January 1, 2007, employees who have completed six (6) months service with the Employer and are covered by health insurance from another source (excluding two employees that are married who work for the County) may elect to receive a cash payment each two-week pay period equal to fifteen percent (15%) of the amount of the monthly premium rate for the insurance coverage (single, two-person or family) that the employee is eligible to receive, provided that in no event shall the bi-weekly payments be less than Thirty-seven Dollars and Fifty Cents (\$37.50). Said payment shall be predicated upon the applicable premium illustrative rates for the lowest cost plan offered. Proof of the coverage shall be required.

**Section 3. Hospitalization for Retirees.** An employee who retires and begins receiving retirement benefits provided in the Barry County Retirement Plan (Municipal Employees Retirement System) will continue to receive single subscriber hospitalization insurance as outlined in Section 1 of this Article, up to age sixty-five (65) subject to any changes or modifications in Section 1 of this Article in the Employer's health coverage. The retiree may purchase insurance coverage for his/her spouse by paying the premium to the Employer.

It is further agreed and understood that upon an employee reaching the age of sixty-five (65), or any retired member having reached the age of sixty-five (65), or upon the death of an employee, or a retired member, the full health insurance coverage outlined in Sections 1 and 2 of this Article is canceled; provided, however, that in the event of the death of an employee, either before or after retirement (ages sixty [60] to sixty-five [65]), the surviving spouse or any minor child, shall have the option to maintain said insurance in accordance with the federal law commonly known as "COBRA."

This benefit is granted for the express purpose of aiding retirees not working in excess of one thousand thirty-nine (1,039) hours per a rolling twelve (12) month period who have not reached their sixty-fifth (65<sup>th</sup>) birthday and therefore are not eligible for Medicare coverage. Statements attesting that a retiree has not worked more than one thousand thirty-nine (1,039) hours in the preceding twelve (12) month period will be required every three (3) months to assure the Employer that the employee is eligible for this benefit. The



working restriction shall not apply to retired employees who have reached their sixty-fifth (65<sup>th</sup>) birthday.

Retirees who work in excess of one thousand thirty-nine (1,039) hours in a twelve (12) month period shall be required to exercise one of the following options:

- A. They may remain under the Employer's Self-Funded Health Insurance Plan group coverage provided, however, that they reimburse to the Employer on a monthly basis a sum equal to the premium payment of their Employer's Self-Funded coverage.
- B. Retirees may completely and totally withdraw from the Employer's Self-Funded group coverage. It should be noted that in the event a retiree withdraws from the Employer's Self-Funded group, said retiree will not be permitted to again at a later date re-enter the Employer's Self-Funded group coverage.

**Section 4. Supplement to Medicare.** Any retired employee at the age of sixty-five (65), and his or her spouse, may elect to be covered by the County's Complementary Insurance Program (supplement to Medicare) at their own expense.

**Section 5.** The Employer reserves the right to change insurance carriers or to provide a plan of self-insurance administered by the Employer, provided that comparable benefit levels and provider levels can be provided to the employees.

After 2009, the Employer reserves the right to change insurance carriers or the self insurance health plan administered by the Employer, provided that comparable medical coverage is provided. In the event the Employer determines that it is in the County's best interest to cease its current self insurance program, the Employer will cover the additional premium cost of making this conversion to the effected plans (PPO 1 Plan, PPO 2 Plan), and employees will not be charged the premium increase resulting from the conversion from self insurance.

**Section 6.** The Employer shall maintain a dental/optical/hearing insurance account for each employee covered by the contract. On or about January 1 of each year of this Agreement, the Employer shall credit to the account of each employee Four Hundred Fifty Dollars (\$450.00). This amount may be used by the employee for reimbursement of dental/optical and/or hearing expenses for the employee and his/her dependents. A request for reimbursement must be made within twelve (12) months after the service was rendered and must be accompanied by a written statement signed by the dentist, ophthalmologist, optometrist, optician or medical provider performing the service. Such statement shall specify the service performed and the date of the service. The amount credited to an employee's dental/optical/hearing account may be accumulated from year to year. However, any balance remaining in the account upon termination shall be forfeited. Employees to be entitled to dental/optical/hearing insurance have to be employed for six (6) months.

If this benefit increases on or after the date of execution of this bargaining contract in 2006 for any other employee group except by an Act 312 award, then the employees in this bargaining unit will receive the total benefit amount that the other employee group has been increased to.

Effective January 1, 2009, the employee has the option of cashing out the Four Hundred Fifty (\$450.00) Dollars, less applicable taxes, each year. If the employee notifies the Employer, in writing, on or before December 1 of each year to cash out the Four Hundred Fifty (\$450.00) Dollars, less applicable taxes, they will be paid the Four Hundred Fifty (\$450.00) Dollars, less taxes, by the end of that December. The Four Hundred Fifty (\$450.00) Dollars would be reduced by any account balance which they used during the course of the year.

Effective as soon as possible after the execution of this Agreement, the Employer will offer the Delta Dental Plan A, with the employees paying the full amount of the premium. It is understood that sufficient number of employees must enroll in the Plan for it to be offered.

## **ARTICLE 18**

### **GROUP LIFE INSURANCE POLICY**

**Section 1.** All employees who have completed six (6) months of service will be covered by a group life insurance policy with accidental death provisions at the Employer's expense in the amount of Seventeen Thousand (\$17,000) Dollars payable to his or her designated beneficiary.

**Section 2.** If permitted by the insurance carrier, individual employees shall have the option to purchase, at their expense, additional life insurance coverage in amounts and for the cost as allowable and determined by the carrier. The Employer is authorized by this Agreement to deduct from employees' payroll checks the amount of the cost of such optional coverage.

**Section 3.** When an employee retires, the County will furnish Five Thousand (\$5,000) Dollars of life insurance coverage if the employee wishes such coverage. The County will pay Five (\$5.00) Dollars per month (One [\$1.00] Dollar per month per One Thousand [\$1,000] Dollars of life insurance coverage) and the retiree will pay the difference.

## **ARTICLE 19**

### **PAID DISABILITY INSURANCE**

**Section 1. Income Protection Plan.** The Employer shall provide an income protection plan due to non-occupational illness, sickness or injury which totally disables the employee from performing his/her regular employment duties. Employees are entitled to

paid disability insurance upon completion of six (6) months' service. Benefits shall be limited as follows:

- A. Benefits to commence on the eighth (8<sup>th</sup>) day of sickness or accident (one week waiting period).
- B. Benefit period to be limited to not more than fifty-two (52) weeks.
- C. Benefit amount to be sixty-seven percent (67%) of weekly salary.

Any employee shall have the option of using accumulated sick, vacation or personal time to supplement the accident and sickness benefit up to his/her regular net salary.

The Employer shall continue to pay its share of the cost of life and health insurance premiums for the length of the disability up to a maximum of the month of disability plus four (4) months. Disability which is caused or contributed to by pregnancy, childbirth or related medical conditions shall be treated the same as any other disability under this plan.

A prerequisite for reinstatement from a paid disability leave is that the employee present a written certificate from a licensed physician verifying that the employee is capable of returning to work. The Employer reserves the right, at its expense, to require the employee to submit to an examination by a physician of its choice before granting such a leave of absence, during the leave or before reinstating the employee from such a leave of absence. In the event the Employer's physician and the employee's physician disagree, the disagreement shall be resolved by the judgment of an independent physician mutually chosen by the parties. The expense of such independent opinion shall be paid in equal shares by the Employer and the employee.

## ARTICLE 20

### PAID SICK LEAVE

**Section 1.** Every full-time, regular employee shall be allowed sick leave with pay at the rate of seventy-two (72) hours in each calendar year of his/her employment. Each such employee shall be credited with seventy-two (72) sick leave hours on each January 1. The only exception is when an employee's first active day of employment during a calendar year is after January 1, the employee will be credited with having earned six (6) hours of sick leave with pay for each full calendar month worked.

**Section 2.** It is clearly understood that sick leave is meant to compensate employees who are off work because of illness. Employees requesting sick leave may be requested to present a supporting certificate of a physician. The Employer retains the right, at its expense, to have the employee examined by a doctor of the Employer's choice.

**Section 3.** Each full-time, regular employee with six (6) months or more of service shall be entitled to accumulate and carry forward paid sick leave credits in full earned not



used during the preceding calendar year or to convert said credits into a year-end bonus payable as provided in Section 7. The latter privilege is granted primarily as recognition that the Employer benefits by the uninterrupted service of employees. However, all employees are encouraged to accumulate sick leave credits rather than accept cash bonuses.

**Section 4.** Requests for bonus payments shall be given, in writing and signed by the employee, to the Employer no later than December 1 of each calendar year. There shall be only one such bonus payment date each year.

**Section 5.** At the date an employee terminates his employment with the Employer or is terminated by the Employer, a supplemental check shall be issued for sick leave credits unused and carried forward from the years following June 24, 1983, payable as provided in Section 7. Unused credits attributable to the year in which employment terminates shall automatically lapse.

**Section 6.** Unused sick leave credits accumulated by employees prior to June 24, 1983 (with a maximum accumulation of seven hundred twenty (720) hours allowed) shall be credited to the accounts of those employees. A maximum of six (6) unused sick leave credits accumulated prior to June 24, 1983, may be used by an employee during a calendar year before the employee must use the sick leave he has earned in that year. After the employee has used all the sick leave he has earned in that year, he may use the unused sick leave credits he accumulated prior to June 24, 1983.

This Section 6 only applies to unused sick leave credits accrued prior to June 24, 1983.

**Section 7.** Paid sick leave accumulated after June 24, 1983, shall be compensated on the basis of eight (8) hours of the regular rate of the employee as of the date the sick leave is used or converted into a year-end or employment termination bonus. Sick leave accumulated by employees between June 24, 1983, and December 31, 1991, shall be paid at the rate of one hundred percent (100%). Sick leave accumulated after December 31, 1991, which are converted into a year-end or employment termination bonus shall be paid at the rate of sixty-seven percent (67%).

**Section 8.** All eligible regular part-time employees are entitled to receive sick leave on a pro-rated basis in accordance with the number of hours of employment worked weekly.

**Section 9. Notification.** An employee taking sick leave shall inform his/her immediate supervisor of the fact and the reason therefore within the first hour of the employee's work day. Failure to do so within a reasonable period of time may be cause for denial of pay for the period of absence.

**Section 10.** Sick time may be used in increments of quarter hours for doctor and dentist appointments and when the illness occurs part way through the business day.

## ARTICLE 21

### JURY DUTY

**Section 1.** An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the County on those days when the employee actually sits as a member of a jury an amount equal to the difference between the amount of wages (excluding shift premium) the employee otherwise would have earned by working during straight-time hours for the County on that day and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses), for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work.

The Employer's obligation to pay an employee for jury duty is limited to a maximum of thirty (30) days in any calendar year. Additional time may be granted at the discretion of the County in unusual situations.

In order to receive payment, an employee must give the County prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment. If an employee is released from jury duty part way through the day, the employee shall then report for work as promptly as possible.

Fringe benefits will continue to be earned while employees are on jury duty.

This Article applies only to employees who work twenty (20) hours or more per week on a regularly scheduled basis.

An employee who volunteers (without being summoned) for jury duty will not receive any of the jury duty benefits listed above.

**Section 2.** An employee who is subpoenaed to appear as a witness in court for County business matters (other than as a criminal defendant) shall be entitled to the same benefits, and subject to the same obligations, as an employee who is summoned for jury duty.

## ARTICLE 22

### OTHER LEAVES

**Section 1. Bereavement Leave.** A maximum of three (3) days funeral leave time with pay may be utilized for attendance at funerals of an employee's immediate family. Immediate family shall be interpreted as including: current spouse, parent or stepparent, parent or stepparent of current spouse, child or stepchild, sister, brother, or grandchild. The Employer is to be notified immediately of a death in the family and the extent of the expected absence. An employee who misses a scheduled day of work due to the death

of a grandparent shall receive one (1) day of paid funeral leave for the day of the funeral. Additional bereavement leave may be granted without pay or from accumulated sick, vacation or personal time for good cause shown.

An employee excused from work under this Section shall receive the amount of wages he/she would have earned by working during straight-time hours on scheduled days of work for which he/she is excused. Time paid will be counted as hours worked for purposes of overtime. Bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of his/her immediate family (as defined in this Section). Time off work will be granted only when it is consistent with this purpose.

**Section 2.** The parent of a minor child who requires the care of an adult within the home can utilize up to five (5) days per year of his/her own sick time to care for the child. Extensions may be made at the sole discretion of the Employer, but shall not be unreasonably denied.

**Section 3.** If a non-minor member of the immediate family within the home requires the attention of an employee, the employee can utilize his/her sick time, with the approval of the office supervisor, for the care of that person. It is clearly understood, however, that approval of the use of sick time for this purpose shall be in the discretion of the Employer.

**Section 4. Workers' Compensation.** In case of a work-incapacitating illness or injury for which an employee is, or may be, eligible for workers' compensation benefits under the applicable state statutes and regulations, such employee may apply accumulated sick, vacation, personal or compensatory time, in no less than one (1) hour increments, to make up the difference between regular net salary (gross salary less all deductions for federal, state and local taxes) and his/her workers' compensation benefits.

**Section 5. Military Service Leave.** The Employer and the Union agree that the matter of leave of absence for an employee during the period of his/her military service with the Armed Forces of the United States, and of his/her reinstatement thereafter, shall be governed by applicable statutes and case law.

**Section 6. Family and Medical Leave.**

- A. An unpaid leave of absence of up to twelve (12) weeks during a twelve (12) month period shall be granted to any employee who has worked for the Employer a minimum of twelve (12) months and one thousand two hundred fifty (1,250) hours in the preceding twelve (12) months for any of the following purposes:
- (1) Childbirth and to care for the employee's newborn child after birth;
  - (2) Placement with the employee of a child for adoption or foster care;

- (3) To care for the employee's spouse, child or parent who has a serious health condition; or
  - (4) For a serious health condition that renders the employee incapable of performing the functions of the employee's job.
- B. An employee's available accrued paid time off (other than compensatory time), sick or vacation time shall be substituted for unpaid leave during a family and medical leave of absence, provided that:
  - (1) Sick time will only be substituted to the extent that its use is allowed under Article 20 or Article 22, Sections 2 or 3;
  - (2) An employee will be allowed at his/her option to retain forty (40) hours of accrued paid time off; and
  - (3) Substitution of paid leave shall be in the order of accrued sick leave (when allowed), paid time off (other than compensatory time) and vacation.
- C. An employee returning from family and medical leave shall be returned to his/her original or equivalent position and shift with equivalent pay, benefits and other employment terms. An employee will not lose any employment benefit (including seniority) that accrued prior to the start of the leave.
- D. The Employer and the Association agree that the Employer shall have the right to develop, approve and implement policies on family and medical leave which comply with the Family and Medical Leave Act of 1993.

**Section 7. Extended Sick Leave.** An employee with seniority of one (1) year or more shall be granted a leave of absence without pay and benefits for a reasonable stated period of time up to sixty (60) days because of illness or injury following the exhaustion of paid disability insurance, accumulated sick leaves and time off for Family and Medical Leave. An employee with seniority of two (2) or more years will have a reasonable stated period of time up to ninety (90) days. A request for extended sick leave shall be accompanied by a licensed physician's written certification as to the necessity and anticipated length of the requested leave. A pre-requisite for reinstatement from a sick leave is that the employee present a written certificate from a licensed physician verifying that he/she is capable of returning to work.

The Employer reserves the right, at its expense if not covered by insurance, to require the employee to submit to an examination by a physician of its choice before

granting such a leave of absence, during the leave or before reinstating the employee from such a leave of absence. In the event the Employer's physician and the employee's physician disagree, the disagreement shall be resolved by the judgment of an independent physician mutually chosen by the parties. The expense of such independent opinion shall be paid in equal shares by the Employer and the employee.

**Section 8. Personal Business Leave.** An employee who has been employed by the County for at least one (1) year shall have the right to make written application for leave of absence without pay for a period of up to thirty (30) consecutive days, for personal reasons of persuasive nature which shall be stated in the application. Granting of such leave shall be in the discretion of the Employer. If the leave is granted, seniority shall be retained and accumulated during the period of leave. The employee will not accrue any vacation or sick leave time. The employee is responsible to maintain at his own expense the employee group life insurance, hospitalization and surgical insurance during this period.

Extension of a personal business leave of absence may be granted, in the discretion of the Employer, for a further period or periods, to a total period of not to exceed six (6) calendar months. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated.

**Section 9. Leaves of Absence—General.** All reasons for leave of absence shall be in writing stating the reason for the request and the approximate length of the leave requested.

The employee who is on a leave of absence will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with the Employer about maintaining at his/her own expense the employee group life insurance and hospitalization and surgical insurance, during this period, unless the employee is off on Family and Medical Leave pursuant to the policies adopted by the Employer under Section 6 above. All leaves of absence must be approved by an employee's supervisor and cleared through the Personnel Committee. Employees shall be returned to their former classification and shift upon return from an approved leave of absence, providing their seniority allows, unless otherwise mutually agreed upon. Where the leaves of absence exceed six (6) months, and the employee cannot be returned to his/her previous position, he/she will be returned to a comparable position for which he/she is qualified.

## **ARTICLE 23**

### **PENSION**

**Section 1.** Employees covered by this Agreement are subject to the State of Michigan Municipal Employees' Retirement System (MERS) Benefit Program B-3 - 80% max, normal retirement age 60, V-10, FAC-3. Employees shall contribute 1.71% of their annual compensation towards the cost of this benefit. The Employer is authorized by this Agreement to deduct from employees' payroll checks the amounts of their contributions.



Effective February 1, 2004, the Employer shall provide the B-4 retirement benefit. Employees shall pay for the B-4 cost via payroll deduction. The cost of this program benefit increase is currently 1.78% of the annual compensation. The Employer, at its cost, may obtain an actuary study from time to time and the cost of the B-4 shall be adjusted pursuant to that study. Further, the employee shall continue to pay the 1.71% as noted above.

**Section 2.** The Employer shall abide by all the terms and conditions of that program, or a similar retirement plan with the Michigan Municipal Employees' Retirement System or provided by another carrier, which is equal to or exceeds the present plan.

**Section 3.**

A. Effective January 1, 2009, the Benefit Program E rider will be eliminated.

B. At any time prior to 2011, the Union may purchase the E-2 benefit at the employees' total cost (including actuary costs) and Employer's total pension cost shall not exceed 11.19% (any additional costs shall be paid by the employees).

**ARTICLE 24**

**HOURS OF WORK**

**Section 1. Office Hours.** Employer offices shall be open for the transaction of business Monday through Friday of each week from 8:00 a.m. to 5:00 p.m. However, these hours do not necessarily reflect the working hours for employees, and employees with the approval of their Department Head may have a flex work schedule. Offices may or may not be open during a one (1) hour lunch period.

**Section 2. The Normal Work Week and Work Day.** Forty (40) hours shall constitute a normal work week and eight (8) hours a normal work day, for which the wage rates shall be paid as set forth in Appendix "A" of this Agreement.

**Section 3. Overtime—Time and One-Half.** Time worked in excess of forty (40) hours per week, or on a holiday recognized in this Agreement (in addition to holiday pay therefor), shall be compensated for at the rate of one and one-half (1½) times the employee's regular hourly rate of pay, exclusive of shift or premium pay, subject to the compensatory time rules described hereinafter.

**Section 4. Computation of Overtime.** For the purpose of computing overtime, holidays as defined in this Agreement, paid sick leave days, and paid vacation leave days shall be considered as days worked. In no case shall any employee be paid for any time not actually worked.

**Section 5. Lunch Periods and Rest Periods.** Each employee shall be allowed a one (1) hour lunch period daily.

A fifteen (15) minute break period shall be allowed in the morning hours and again during the afternoon.

**Section 6. Pyramiding.** Premium payments shall not be duplicated for the same hours worked.

**Section 7. Call In or Report Pay.** An employee who is called in or who is permitted to come to work without having been notified that work on the job for which he/she was scheduled is not available may, at the Employer's discretion, be sent home or be put to work on any job to which the Employer may assign him/her.

If the employee is put to work he/she shall be assured enough work to give him/her a minimum of three (3) hours pay at his/her applicable rate. If he/she is offered work and declines the offer, the Employer shall have no liability to him/her for any amount of call in or report pay. If no work is provided by the Employer he/she will be paid for three (3) hours at his/her applicable rate.

The Employer shall have no liability for call-in or report pay to an employee or responsibility to offer him/her work, if he/she was absent when notice of lack of work was given or was attempted to be given. The Employer retains the right to notify employees not to report by telephone by calling the number on record with the Employer or by means of radio or T.V. announcement.

Report pay or call-in pay shall not be due when the employee is not able to work because he/she is on sick leave, vacation leave, personal business, an excused absence, or in case work is not available due to a work stoppage or labor dispute.

**Section 8. Compensatory Time.**

- A. **Professional Employees.** Employees who meet the definition of "professional" employees under the Fair Labor Standards Act shall be entitled to compensatory time off for work in excess of forty (40) hours per week. Compensatory time shall be earned at the rate of one (1) hour of compensatory time off for each hour of overtime worked between forty (40) to fifty (50) hours per week and one and one-half (1½) hours of compensatory time off for each hour of overtime worked in excess of fifty (50) hours per week. Compensatory time may be taken off at a time mutually agreeable to the Employer and employee.
- B. **Other Employees.** An employee scheduled to work in excess of his/her regular scheduled hours during a given pay period may choose to be given compensatory time for such time worked in place of overtime pay, provided that the Employer and employee mutually

agree on time within that pay period where the employee may take the compensatory time off. When compensatory time off is instead of overtime pay, it is at the rate of overtime pay earned. For example, if an employee works eight (8) hours of overtime, at the rate of time and one-half (1½), he/she shall receive twelve (12) hours of compensatory time off.

**Section 9.** The Employer retains the right to schedule reasonable amounts of overtime work.

**Section 10. On Call.** Effective January 1, 2007, if an employee has been employed full-time for one or more years as an Animal Control Officer, they shall be paid, in the last full pay period in December of each year, the sum of One Hundred Twenty (\$120.00) Dollars, which will be prorated if the Animal Control Officer is on a leave of absence in excess of ninety (90) days within that year.

## **ARTICLE 25**

### **MISCELLANEOUS**

**Section 1. Mileage.** All Association members using their private cars for travel conducting Employer business, shall receive reimbursement for use of their car at the officially-published standard mileage rate allowed as a deduction by the Internal Revenue Service as of the date the mileage is incurred.

**Section 2. Resignation.** Any employee covered hereby who desires to resign must present his/her resignation, in writing, to the office supervisor or Department Head. The resignation must be submitted two weeks, exclusive of earned vacation time, prior to the date it is to be effective.

**Section 3. Bad Weather.** Any time Employer operations are suspended because of weather emergencies, employees shall not be docked salary, sick leave, vacation time, personal business days or holiday pay for such closing.

Weather conditions affecting individual employees will be handled by a member's supervisor.

**Section 4. Meals.** The Employer will reimburse all Association members for meals purchased while on Employer business out of the County or for meals purchased in the County if the meal is part of a seminar, training session or meeting of an organization of which the employee is a member on account of County employment. Receipts for such meals must be presented to the Employer in order to receive reimbursement. Cost limits will be based on the following:



Breakfast	\$	7.25
Lunch	\$	7.25
Dinner	\$	16.50

**Section 5.** The Employer reserves the right to establish reasonable rules and regulations. The Employer shall provide the Association President of proposed changes at least fifteen (15) working days prior to implementation unless conditions warrant immediate or sooner implementation, such as a law change or requirement from the state or federal government. The Association may, within that fifteen (15) working days, request to meet to discuss such proposed changes.

**Section 6.** Reference in this Agreement to the male gender shall equally apply to the female gender and vice versa.

**Section 7.** The captions used in this Agreement are for the purpose of identification and are not a substantive part of the Agreement.

**Section 8.** The Association retains the right to hold a regular monthly membership meeting during the noon hour at a set date no more than once a month. Association members working in Departments with staggered noon hours shall be entitled to receive reasonable unpaid time off in order to attend such meetings.

**Section 9. The American with Disabilities Act.** The Employer and the Association agree that the Employer shall be permitted to take any and all actions necessary to comply with the Americans With Disabilities Act and to avoid liability under the provisions of said Act. If such actions necessitate violation of a provision of this Agreement, then the parties agree to bargain with regard to the effect of implementing such action on other bargaining unit employees.

**Section 10. Reclassifications.** A classification review of an existing job may be initiated by the Employer or the employee, but not more than once every two (2) years. The reclassification procedure shall be determined by the Employer. The employee shall present his/her position in writing and subsequently may appear to present his/her position. The Employer shall provide a written reason if a reclassification request is denied. The decision to reclassify or deny reclassification requests shall not be grieved.

When a position is reclassified, the rate of the employee holding the position shall be the lowest merit step in the pay grade which is not less than the salary which he/she was receiving immediately before the reclassification except that, the employee will receive a pay increase of not less than five (5%) percent when being reclassified, provided that under no circumstances shall the employee's salary exceed the top rate of the job.

**Section 11.** The parties agree that the Employers' anti-harassment policy shall apply to members of the bargaining unit and it may be changed from time to time. The purpose of the policy is to maintain a quality working environment for all employees or

potential employees of the County so they may work free from intimidation, humiliation, insult or subject to offensive physical or verbal abuse or actions, direct or insinuated, of a sexual, ethnic, racial, or religious nature.

**Section 12.** The Employer and the Association agree that the Employer shall be permitted to establish department-wide, or County-wide, policies allowing criminal background checks. Any such policy shall be provided to the Association prior to being implemented. The Employer will meet and discuss the policies with the Association upon request.

## **ARTICLE 26**

### **HOLIDAYS**

**Section 1.** All Association members will receive the following holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	January (3 <sup>rd</sup> Monday)
President's Day	February (3 <sup>rd</sup> Monday)
Memorial Day	May (last Monday)
Independence Day	July 4
Labor Day	September (1 <sup>st</sup> Monday)
Veteran's Day	November 11
Thanksgiving Day	November (4 <sup>th</sup> Thursday)
Day after Thanksgiving	November (4 <sup>th</sup> Friday)
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

provided that he/she meets all of the following eligibility rules:

He/she has been employed at least three (3) months on the day that the Employer observes the holiday, and he/she works or is paid pursuant to this Agreement, the full period of his/her last scheduled work day prior to, and his/her next scheduled work day following, the holiday:

**Section 2.** When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on Saturday, the preceding Friday shall be a holiday. When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on Sunday, the following Monday shall be a holiday. When Christmas Eve or New Year's Eve falls on Friday, the preceding Thursday shall be a holiday. When Christmas Eve or New Year's Eve falls on Saturday or Sunday, the preceding Friday shall be a holiday.

**Section 3.** Any employee who is required to work on any of the six (6) major holidays (Christmas Day, New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day) shall, in addition to receiving holiday pay, be paid at the rate of time and

one-half (1½) for all hours worked, or alternatively, receive an equal amount of compensatory time.

Any employee who is required to work on any other holiday shall, in addition to receiving holiday pay, be paid at his/her normal rate for all hours worked, or alternatively, receive an equal amount of compensatory time.

## ARTICLE 27

### PERSONAL BUSINESS LEAVE

**Section 1.** Employees shall be entitled to twenty-four (24) hours personal business leave per calendar year.

**Section 2.** Personal business leave may be taken in segments of one (1) hour, or more. If the personal business leave are to be segmented, the time off must be with the approval of the employee's supervisor.

An employee becomes eligible for personal business leave after he/she worked a minimum of sixty (60) days.

An employee hired between January 1 and March 31 earns twenty-four (24) hours personal business leave in his/her first year of employment. An employee hired between April 1 and June 30 earns sixteen (16) hours personal business leave. An employee hired between July 1 and August 31 earns eight (8) personal business leave. An employee hired between September 1 and December 31 earns business leave effective on the following January 1.

The personal business leave calendar year is from January 1 through December 31. (A full calendar year provides for twenty-four [24] hours personal business leave .)

## ARTICLE 28

### VACATIONS

**Section 1.** All full-time employees are eligible for the following paid vacation schedule upon completion of years of continuous service effective after their anniversary date.

80 hours	1 year of employment
120 hours	5 years of employment
160 hours	10 years of employment

**Section 2.** If a holiday falls within the vacation period, an extra eight (8) hours will be given. All vacation times are to be arranged with the Department Head.

**Section 3.** All eligible regular part-time employees shall receive pro-rated paid vacation time in accordance with the number of hours of regular employment per week.

**Section 4.** Vacation which remain unused at the end of a vacation year may be accumulated up to a maximum of eighty (80) hours. Accumulation of vacation time in excess of eighty (80) hours may be allowed at the discretion of the Employer provided that written application is made in advance and approved by the Personnel Committee of the Board of Commissioners. There shall be no accumulation of vacation time in excess of eighty (80) hours without the written approval of the Personnel Committee of the Board of Commissioners. Vacation earned in different vacation years may not be scheduled back-to-back except in extraordinary circumstances and only with the approval of the Department Head.

**Section 5.** All employees are entitled to take their vacation time upon dates approved by the Department Head. An employee may be required to take at least forty (40) hours of his/her vacation time at one time. The remainder of an employee's vacation time may be taken in increments from four (4) hours up upon the approval of the Department Head. Pay in lieu of vacation is not permitted. Employees must take their allowed vacation or forfeit it, subject to the provisions of Section 4, above.

## **ARTICLE 29**

### **TUITION REIMBURSEMENT**

**Section 1. Tuition Reimbursement.** The purpose is to help provide employees with the opportunity to further their work knowledge. Reimbursement shall only be provided when the funds are available in the County Budget. The Employer will try and provide reimbursement at sixty-five percent (65%) of educational expenses. Reimbursement will only be in accordance with the following guidelines:

- A. The employee must be a full-time permanent employee who has successfully completed the probationary period.
- B. The employee may not be on a leave of absence when enrolled in a course.
- C. The employee must still be employed by the Employer at the completion of the course.

#### **Section 2. Procedure.**

- A. Employees will be reimbursed for tuition expenses at sixty-five percent (65%), provided that funds are in the budget. A grade of C or better has to be attained in a graded course or credit received in a credit/no credit course. All courses must be approved in writing by the County Administrator in advance of registration for reimbursement to be

considered. In certain exception cases, the appropriate Board Oversight Committee may recommend reimbursement if approval was not given in advance. However, approval for reimbursement should be requested as soon as possible after registration. A Tuition Reimbursement form will be used.

- B. After course completion, the original request is to be submitted to the County Administrator, or appropriate Oversight Committee along with proof of payment of the tuition and a written grade report. The Employer will provide reimbursement only if payment was made by the employee and reimbursement is not available from another source. The Employer will not provide reimbursement if the tuition was covered by scholarship, veteran's benefits, fellowship monies, etc.
- C. The request for reimbursement must be made within ninety (90) days of completion of the course. The Employer will not provide reimbursement if the request is submitted after ninety (90) days.
- D. The Employer will not reimburse for mileage, books, meals, lodging or other expenses associated with the course work.
- E. Repayment: If the employee leaves the employ of the Employer within one (1) year of the date the employee was reimbursed for the course taken, the employee shall repay the Employer the tuition reimbursement amount which may be taken out of an employee's paycheck or other payment made by the Employer to the employee. This applies if the termination is voluntary or if for cause.

### **ARTICLE 30**

#### **FULL-TIME/SHARED POSITIONS**

In the spirit of cooperation the parties agree on the following procedures for the implementation of full-time/shared positions.

- A. Definition. A full-time/shared position is a position in which two employees share one full-time job.
- B. Creation of a Full-Time/Shared Position.
  - 1. The employee in the full-time position must request that the position become a shared position by making the request of his/her supervisor and notify the appropriate bargaining unit representative.

2. Approval of the supervisor and the appropriate Department Head and/or elected official must be obtained before a position can be converted to a shared position.
  3. Final approval for shared positions originates from the Barry County Personnel Committee.
- C. Continuation and Review of Full-time/Shared Positions.
1. The supervisor will determine the duration of the shared position based on departmental needs.
  2. A review of the shared positions will be conducted by the County and the appropriate bargaining units at the time of the expiration of the Collective Bargaining Agreement to determine if it is feasible to create alternative shared positions.
- D. Shared Work Schedule. The work schedule will be determined by the supervisor for the shared positions in a manner to attempt to accommodate the employees, as well as the needs of the Department.
- E. Reversibility.
1. The Personnel Committee may convert, at its discretion, the previously designated shared position back to a full-time position which will be filled through regular County employment procedures.
  2. In the event that one of the partners in a shared position leaves the position, one of the following options may occur:
    - a. The remaining employee may continue to share the position and the other part would be filled through regular County employment procedures.
    - b. Should it be determined by the Personnel Committee that the position will be converted to full-time, it will be filled through regular County employment procedures.
- F. Limits. There will be a limit of four (4) full-time/shared positions.
- G. Longevity. Full-time employees who are placed in shared positions are eligible for a pro-rata share of longevity.



- H. Fringe Benefits. Full-time/shared employees shall receive the same fringe benefits as part-time employees based on the number of hours they work.
- I. Layoff and Bumping.
  - 1. In case of a reduction in force, employees in a full-time/share position will not be eligible to bump an employee in a full-time position, regardless of seniority.
  - 2. In case of a reduction in force, employees in a full-time/share position will not be eligible to bump an employee in a full-time/shared position, regardless of seniority.

### ARTICLE 31

#### IRS SECTION 125

**Section 1.** The Employer will provide as soon as feasible, IRS Section 125 document(s) allowing employees who choose to participate, the ability to pay for employee contributions with pre-tax dollars for the following:

- A. Medical and hospitalization expenses.
- B. Dependent care programs.
- C. Employee payroll deductions for health care premiums.

### ARTICLE 32

#### TERMINATION AND MODIFICATION

**Section 1.** All modifications resulting from the negotiations resulting in this Agreement shall be effective upon ratification of this Agreement by all parties unless otherwise noted. This Agreement shall continue in full force and effect until 11:59 p.m., December 31, 2011.


**Section 2.** If either party desires to negotiate a successor agreement, it shall, within ninety (90) to one hundred twenty (120) days prior to the aforesaid termination date, give written notice.

**Section 3. Notice.** Notice shall be in writing and shall be sufficient if sent by certified mail, if to the Association, County Courthouse, Hastings, Michigan, and if to the Employer, addressed to the County of Barry, Courthouse, Hastings, Michigan, or to any such address as the Association or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

**FOR THE ASSOCIATION**

  
Julie Ingle, BCCEA President

  
Marcia Mellen, BCCEA Vice President

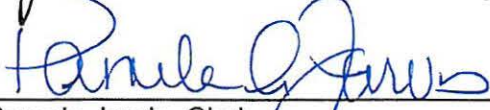
  
Judy Jones, BCCEA Secretary

  
Janet Scott, BCCEA Team Member

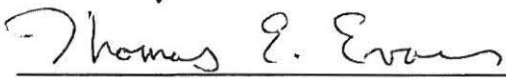
**FOR THE EMPLOYER**

  
Dr. Michael Callton, D.C., Chairperson  
Barry County Board of Commissioners

  
James H. Fisher, Chief Trial Court Judge

  
Pamela Jarvis, Clerk

  
Russ Yarger, Drain Commissioner

  
Thomas Evans, Prosecutor

  
Darla Burghdoff, Register of Deeds

  
Susan VandeCar, Treasurer

  
Dar Leaf, Sheriff

## SCHEDULE A

### WAGES

#### January 1, 2009

Effective January 1, 2009, a wage increase of two and one-half (2.5%) percent to be applied at all levels and all salary grades, except as noted below.

#### January 1, 2010

Effective January 1, 2010, a wage increase of two (2%) percent to be applied at all levels and all salary grades, except as noted below.

#### January 1, 2011

Effective January 1, 2011, a wage increase of two (2%) percent to be applied at all levels and all salary grades, except as noted below.

Note: Employees off scale will receive no wage increase until their salary reaches the appropriate wage scale.

**Barry County Courthouse Employees Association**  
**Salary Schedule - 2.5%**  
**January 1, 2009**

<b>Grade</b>	<b>Minimum</b>	<b>6 Months</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>
1	21,383.96 10.28	21,895.64 10.53	22,428.64 10.78	23,452.00 11.28	24,539.32 11.80	25,669.28 12.34
2	23,132.20 11.12	23,665.20 11.38	24,219.52 11.64	25,349.48 12.19	26,522.08 12.75	27,758.64 13.35
3	24,901.76 11.97	25,498.72 12.26	26,095.68 12.55	27,289.60 13.12	28,568.80 13.74	29,890.64 14.37
4	26,927.16 12.95	27,545.44 13.24	28,163.72 13.54	29,485.56 14.18	30,850.04 14.83	32,299.80 15.53
5	28,845.96 13.87	29,528.20 14.20	30,210.44 14.52	31,617.56 15.20	33,088.64 15.91	34,623.68 16.65
6	30,871.36 14.84	31,574.92 15.18	32,321.12 15.54	33,813.52 16.26	35,391.20 17.02	37,054.16 17.81
7	32,896.76 15.82	33,664.28 16.18	34,453.12 16.56	36,052.12 17.33	37,736.40 18.14	39,484.64 18.98
8	35,433.84 17.04	36,265.32 17.44	37,118.12 17.85	38,823.72 18.67	40,657.24 19.55	42,533.40 20.45
9	38,226.76 18.38	39,100.88 18.80	40,038.96 19.25	41,872.48 20.13	43,833.92 21.07	45,880.64 22.06
10	41,232.88 19.82	42,192.28 20.28	43,173.00 20.76	45,198.40 21.73	48,566.96 23.35	49,483.72 23.79
11	44,409.56 21.35	45,432.92 21.84	46,520.24 22.37	48,652.24 23.39	50,933.48 24.49	53,300.00 25.63
12	47,799.44 22.98	48,950.72 23.53	50,059.36 24.07	52,404.56 25.19	54,835.04 26.36	57,372.12 27.58
13	51,828.92 24.92	53,022.84 25.49	54,259.40 26.09	56,903.08 27.36	59,418.84 28.57	62,190.44 29.90
14	55,730.48 26.79	57,031.00 27.42	58,352.84 28.05	61,039.16 29.35	63,896.04 30.72	66,859.52 32.14
15	58,502.08 28.13	61,017.84 29.34	61,273.68 29.46	64,109.24 30.82	67,094.04 32.26	70,206.76 33.75

**Barry County Courthouse Employees Association**  
**Salary Schedule - 2%**  
**January 1, 2010**

Grade	Minimum	6 Months	1 Year	2 Years	3 Years	4 Years
1	21,810.05 10.49	22,340.45 10.74	22,870.85 11.00	23,931.65 11.51	25,034.88 12.04	26,180.54 12.59
2	23,592.19 11.34	24,143.81 11.61	24,695.42 11.87	25,862.30 12.43	27,050.40 13.01	28,323.36 13.62
3	25,395.55 12.21	26,010.82 12.51	26,626.08 12.80	27,835.39 13.38	29,150.78 14.01	30,487.39 14.66
4	27,474.72 13.21	28,089.98 13.50	28,726.46 13.81	30,084.29 14.46	31,463.33 15.13	32,948.45 15.84
5	29,426.59 14.15	30,126.72 14.48	30,805.63 14.81	32,248.32 15.50	33,754.66 16.23	35,324.64 16.98
6	31,484.54 15.14	32,205.89 15.48	32,969.66 15.85	34,497.22 16.59	36,109.63 17.36	37,785.70 18.17
7	33,563.71 16.14	34,327.49 16.50	35,133.70 16.89	36,767.33 17.68	38,485.82 18.50	40,267.97 19.36
8	36,152.06 17.38	37,000.70 17.79	37,870.56 18.21	39,610.27 19.04	41,477.28 19.94	43,386.72 20.86
9	38,995.01 18.75	39,886.08 19.18	40,840.80 19.64	42,707.81 20.53	44,702.11 21.49	46,802.50 22.50
10	42,050.11 20.22	43,026.05 20.69	44,044.42 21.18	46,102.37 22.16	49,539.36 23.82	50,472.86 24.27
11	45,296.16 21.78	46,335.74 22.28	47,460.19 22.82	49,624.22 23.86	51,957.98 24.98	54,376.61 26.14
12	48,754.37 23.44	49,921.25 24.00	51,066.91 24.55	53,443.10 25.69	55,925.38 26.89	58,513.73 28.13
13	52,870.27 25.42	54,079.58 26.00	55,352.54 26.61	58,046.98 27.91	60,614.11 29.14	63,435.84 30.50
14	56,837.66 27.33	58,174.27 27.97	59,510.88 28.61	62,268.96 29.94	65,175.55 31.33	68,188.22 32.78
15	59,680.61 28.69	62,247.74 29.93	62,502.34 30.05	65,387.71 31.44	68,442.82 32.91	71,604.00 34.43

**Barry County Courthouse Employees Association**  
**Salary Schedule - 2%**  
**January 1, 2011**

Grade	Minimum	6 Months	1 Year	2 Years	3 Years	4 Years
1	22,255.58 10.70	22,785.98 10.95	23,337.60 11.22	24,419.62 11.74	25,544.06 12.28	26,710.94 12.84
2	24,058.94 11.57	24,631.78 11.84	25,183.39 12.11	26,371.49 12.68	27,602.02 13.27	28,896.19 13.89
3	25,904.74 12.45	26,541.22 12.76	27,156.48 13.06	28,387.01 13.65	29,723.62 14.29	31,102.66 14.95
4	28,026.34 13.47	28,641.60 13.77	29,299.30 14.09	30,678.34 14.75	32,099.81 15.43	33,606.14 16.16
5	30,020.64 14.43	30,720.77 14.77	31,420.90 15.11	32,884.80 15.81	34,433.57 16.55	36,024.77 17.32
6	32,121.02 15.44	32,842.37 15.79	33,627.36 16.17	35,197.34 16.92	36,830.98 17.71	38,549.47 18.53
7	34,242.62 16.46	35,006.40 16.83	35,833.82 17.23	37,509.89 18.03	39,249.60 18.87	41,074.18 19.75
8	36,873.41 17.73	37,743.26 18.15	38,634.34 18.57	40,395.26 19.42	42,304.70 20.34	44,256.58 21.28
9	39,780.00 19.13	40,692.29 19.56	41,668.22 20.03	43,556.45 20.94	45,593.18 21.92	47,736.00 22.95
10	42,898.75 20.62	43,895.90 21.10	44,935.49 21.60	47,014.66 22.60	50,536.51 24.30	51,491.23 24.76
11	46,208.45 22.22	47,269.25 22.73	48,414.91 23.28	50,621.38 24.34	52,997.57 25.48	55,458.62 26.66
12	49,730.30 23.91	50,918.40 24.48	52,085.28 25.04	54,503.90 26.20	57,049.82 27.43	59,680.61 28.69
13	53,931.07 25.93	55,161.60 26.52	56,455.78 27.14	59,213.86 28.47	61,823.42 29.72	64,708.80 31.11
14	57,983.33 27.88	59,341.15 28.53	60,698.98 29.18	63,520.70 30.54	66,469.73 31.96	69,546.05 33.44
15	60,868.70 29.26	63,499.49 30.53	63,754.08 30.65	66,703.10 32.07	69,821.86 33.57	73,046.69 35.12



**APPENDIX B-1**

**2009 HEALTH INSURANCE PLANS**

<b>PLAN:</b>		<u>1 Person</u>	<u>2 Person</u>	<u>Family</u>	<u>Cont. Rider</u>
PPO1 (100%):	Monthly Premium	479.07	1,077.90	1,293.51	239.56
\$10/\$40 Rx Closed Formulary	<b>Employee Per Pay Pd. Contribution</b>	<b>42.25</b>	<b>95.06</b>	<b>114.06</b>	<b>110.57</b>
Office Visit \$30; Chiropractor \$0	Employee Annual Cost	1,098.50	2,471.56	2,965.56	2,874.82
PPO2 (90%/10%):	Monthly Premium	437.44	984.23	1,181.09	218.72
\$5/\$40/\$80 Rx Open Formulary	<b>Employee Per Pay Pd. Contribution</b>	<b>23.04</b>	<b>51.83</b>	<b>62.18</b>	<b>100.95</b>
Office Visit & Chiropractor \$30	Employee Annual Cost	599.04	1,347.58	1,616.68	2,624.70
BCN5 - HMO, \$0 Ded., 100%	Monthly Premium	428.66	985.87	1,178.75	214.34
\$10/\$40 Rx Closed Formulary	<b>Employee Per Pay Pd. Contribution</b>	<b>18.98</b>	<b>52.58</b>	<b>61.10</b>	<b>98.93</b>
<b>Office Visit &amp; Chiropractor \$10</b>	Employee Annual Cost	493.48	1,367.08	1,588.60	2,572.18
Urgent Care \$35					
ER \$75					
BCN5 - HMO, \$0 Ded., 100%	Monthly Premium	407.00	936.07	1,119.22	203.52
\$10/\$40 Rx Closed Formulary	<b>Employee Per Pay Pd. Contribution</b>	<b>8.99</b>	<b>29.60</b>	<b>33.62</b>	<b>93.93</b>
<b>Office Visit &amp; Chiropractor \$30</b>	Employee Annual Cost	233.74	769.60	874.12	2,442.18
Urgent Care \$35					
ER \$75					

**LETTER OF UNDERSTANDING  
BETWEEN  
THE BARRY COUNTY BOARD OF COMMISSIONERS,  
THE BARRY COUNTY PROSECUTING ATTORNEY  
AND  
BARRY COUNTY COURTHOUSE  
EMPLOYEES' ASSOCIATION**

This **LETTER OF UNDERSTANDING**, dated this 12<sup>th</sup> day of May, 2009, is executed between the Barry County Board of Commissioners and Barry County Prosecuting Attorney (hereinafter collectively referred to as the "Employer"), and Barry County Courthouse Employees' Association (hereinafter referred to as "Union") for certain Prosecuting Attorney Office clerical employees within the Bargaining Unit.

In order to implement a ten (10) hour work day for on a trial basis for certain clerical staff within the Barry County Prosecuting Attorney Office, and to clarify operational guidelines under the parties' collective bargaining agreement (hereinafter referred to as "Agreement ") and assist in the efficient administration of a work schedule, the Parties agree as follows:

1. Effective from November 25, 2008, the normal working shifts for certain full-time clerical employees, as set defined in Article 24, Section 1, of the Agreement, shall be modified to a ten (10) hour per day, four (4) days per week shift basis, and for such Employees the daily start and end times for each day will be modified to meet the Employer's operational needs and to the extent practical, as determined by the Prosecuting Attorney, the desires of the employee. All shifts shall be scheduled to have at least a half-hour lunch period (instead of the one hour lunch called for in Article 24, Section 5 of the Agreement), and that lunch period shall not be during the period immediately before my work shift ends or begins. Each employee on a ten (10) hour shift schedule (Alternative Work Schedule) shall sign a specific agreement designating that employee's normal work day start and end times (a copy of the Alternative Work Schedule Agreement form is attached).

2. Overtime shall continue to be paid at the rate of time and one-half the employees' regular hourly base rate of pay for work performed in excess of forty (40) hours in any scheduled week, as provided in Article 24, Section 3, of the Agreement.

3. It is understood that for all weeks in which a contractually recognized Holiday falls, as provided in Article 26 of the Agreement, all Employees shall work an eight (8) hour per day, forty (40) hour week schedule notwithstanding any Agreement to work ten (10) hour shifts for other non-holiday weeks.

4. Article 20, Paid Sick Leave, Sections 1 and 6, of the Agreement will be amended to read as follows for those employees on ten (10) hour shifts:

**Section 1.** Every full-time, regular employee shall be allowed sick leave with pay at the rate of seventy-two (72) hours in each calendar year of his/her employment. Each such employee shall be credited with seventy-two (72) sick leave hours on each January 1. The only exception is when an employee's first active day of employment during a calendar year is after January 1, the employee will be credited with having earned six (6) hours of sick leave with pay for each full calendar month worked.

**Section 6.** Unused sick leave credits accumulated by employees prior to June 24, 1983 (with a maximum accumulation of seven hundred twenty (720) hours allowed) shall be credited to the accounts of those employees. A maximum of forty-eight (48) hour unused sick leave credits accumulated prior to June 24, 1983, may be used by an employee during a calendar year before the employee must use the sick leave he has earned in that year. After the employee has used all the sick leave he has earned in that year, he may use the unused sick leave credits he accumulated prior to June 24, 1983.

This Section 6 only applies to unused sick leave credits accrued prior to June 24, 1983.

5. Article 21, Jury Duty, Section 1 of the Agreement will be amended to read as follows for those employees on ten (10) hour shifts:

**Section 1.** An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the County on those days when the employee actually sits as a member of a jury an amount equal to the difference between the amount of wages (excluding shift premium) the employee otherwise would have earned by working during straight-time hours for the County on that day and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses), for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work.

The Employer's obligation to pay an employee for jury duty is limited to a maximum of two hundred forty (240) hours in any calendar year. Additional time may be granted at the discretion of the County in unusual situations.

In order to receive payment, an employee must give the County prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment. If an employee is released from jury duty part way through the day, the employee shall then report for work as promptly as possible.

Fringe benefits will continue to be earned while employees are on jury duty.

This Article applies only to employees who work twenty (20) hours or more per week on a regularly scheduled basis.

An employee who volunteers (without being summoned) for jury duty will not receive any of the jury duty benefits listed above.

6. Article 22, Other Leaves, Sections 1 and 2 of the Agreement will be amended to read as follows for those employees on ten (10) hour shifts:

**Section 1. Bereavement Leave.** A maximum of twenty-four (24) hours funeral leave time with pay may be utilized for attendance at funerals of an employee's immediate family. Immediate family shall be interpreted as including: current spouse, parent or stepparent, parent or stepparent of current spouse, child or stepchild, sister, brother, or grandchild. The Employer is to be notified immediately of a death in the family and the extent of the expected absence. An employee who misses a scheduled day of work due to the death of a grandparent shall receive eight (8) hours of paid funeral leave for the day of the funeral. Additional bereavement leave may be granted without pay or from accumulated sick, vacation or personal time for good cause shown.

An employee excused from work under this Section shall receive the amount of wages he/she would have earned by working during straight-time hours on scheduled days of work for which he/she is excused. Time paid will be counted as hours worked for purposes of overtime. Bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of his/her immediate family (as defined in this Section). Time off work will be granted only when it is consistent with this purpose.

**Section 2.** The parent of a minor child who requires the care of an adult within the home can utilize up to forty (40) hours per year of his/her own sick time to care for the child. Extensions may be made at the sole discretion of the Employer, but shall not be unreasonably denied.

7. Article 27, Personal Business Days, Sections 1 and 2 of the Agreement will be amended to read as follows for those employees on ten (10) hour shifts:

**Section 1.** Employees shall be entitled to twenty-four (24) personal business hours per calendar year.

Section 2. Personal business days may be taken in segments of one (1) hours, or more. If the personal business days are to be segmented, the time off must be with the approval of the employee's supervisor.

An employee becomes eligible for personal business days after he/she worked a minimum of four hundred eighty (480) hours.

An employee hired between January 1 and March 31 earns twenty-four (24) personal business hours in his/her first year of employment. An employee hired between April 1 and June 30 earns sixteen (16) personal business hours. An employee hired between July 1 and August 31 earns eight (8) personal business hours. An employee hired between September 1 and December 31 earns business days effective on the following January 1.

The personal business day calendar year is from January 1 through December 31. [A full calendar year provides for twenty-four (24) personal business hours].

8. Article 28, Vacations, Sections 1 and 2 of the Agreement will be amended to read as follows for those employees on ten (10) hour shifts:

Section 1. All full-time employees are eligible for the following paid vacation schedule upon completion of years of continuous service effective after their anniversary date.

2 weeks (80 Hours)	1 year of employment
3 weeks (120 Hours)	5 years of employment
4 weeks (160 Hours)	10 years of employment

Section 4. Vacation days which remain unused at the end of a vacation year may be accumulated up to a maximum of eighty (80) hours. Accumulation of vacation time in excess of eighty (80) hours may be allowed at the discretion of the Employer provided that written application is made in advance and approved by the Personnel Committee of the Board of Commissioners. There shall be no accumulation of vacation time in excess of eighty (80) hours without the written approval of the Personnel Committee of the Board of Commissioners. Vacation days earned in different vacation years may not be scheduled back-to-back except in extraordinary circumstances and only with the approval of the Department Head.

9. It is understood that employees assigned ten (10) hour shifts will normally be working four (4) shifts of ten (10) hours each work week. However, this shall not constitute a guarantee by the Employer of any number of hours per workday or per



week, or as a limitation of the Employer's right to schedule and require work in excess of the normal workday or normal work week.

10. This Letter of Understanding and the Agreement modifications shall be applicable only to bargaining unit clerical employees that have been offered and agreed to an Alternative Work Schedule Agreement.

11. The Employer and the Union acknowledge that the changes under this Letter of Understanding are being implemented on a trial basis only, and either party reserves the right to return to the prior contractual scheduling system upon fourteen (14) calendar days' written notice to the other parties. If ten (10) hour shifts are abandoned, the modifications to the collective bargaining agreement contained herein shall revert back to the provisions as they appear in the text of the current Agreement for those employees no longer being assigned ten (10) hour shifts.

12. This Letter of Understanding shall be effective from and after the date that this Letter of Understanding is approved by the Employers and the Union and executed by both parties, and this agreement shall operate prospectively only. The Letter of Understanding shall remain in effect until a new collective bargaining agreement is implemented, or until terminated by either party as provided in Section 11.


13. All the other terms and conditions specified in the collective bargaining agreement between the parties shall remain in full force and effect, except as expressly modified above.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day year first above written.

**BARRY COUNTY COURTHOUSE  
EMPLOYEES' ASSOCIATION**

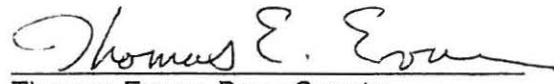
  
Julie Ingle, President

**COUNTY OF BARRY**

  
Dr. Michael Callton, D.C., Chair  
Barry County Board of Commissioners

**BARRY COUNTY PROSECUTING  
ATTORNEY**

  
Marcia Mellen, Vice President

  
Thomas Evans, Barry County  
Prosecuting Attorney



## ALTERNATIVE WORK SCHEDULE AGREEMENT

The Barry County Prosecuting Attorney (BCPA) and the employees of the Office of Prosecuting Attorney recognize the following: 1. that we may better serve the people of Barry County through the adoption of a work schedule which increases the hours in which administrative staff of the Office of Prosecuting Attorney are physically present in the offices of Prosecuting Attorney; and 2. A four-day, 10 hour-a-day work week (Herein referred to as Alternative Work Schedule or "AWS") has benefits to some employees, which will allow them to be less fatigued and perform more effectively at work.

I agree to the following terms

1. I understand that I am not entitled to AWS, and the BCPA may rescind the AWS at any time.
2. The AWS does not effect any previous collective bargaining agreement entered into by Barry County and the Barry County Courthouse Employee's Association (Other Agreement) except as agreed between the Association and the Employers.
3. AWS will not be available during any calendar week in which the Other Agreement grants time off for a holiday.
4. An individual's AWS will be scheduled in the sole discretion of the BCPA, taking the needs of the office and the seniority of the employee into account.
5. I understand that all work performance obligations continue to apply during any period where AWS is in effect, and that I continue to be obligated to complete my work as directed by the BCPA or my direct supervisor.
6. I understand that during a period of AWS, on days I am scheduled to work I will begin work at 7:00 AM and end work at 6:00 PM, with a one hour lunch period, unless I decide to take a half-hour lunch period, in which case my workday shall end at 5:30 PM. Lunch periods will be scheduled with the BCPA prior to signing this agreement.
7. I understand that the BCPA has continued to offer a one hour lunch period, pursuant to the Other Agreement.
8. I understand that I will take at least a half-hour lunch period, and that lunch period shall not be during the period immediately before my work shift ends or begins.
9. I understand that during any period of AWS, I am obligated to submit personal time, sick time or vacation time in the amount of ten (10) hours for any day I am scheduled to work, but do not work.
10. I understand that AWS may not be available during any calendar week in which two or more non-attorney employees have scheduled time away from the office for personal leave, vacation leave or to attend a conference.
11. I understand that I may alter my AWS only with the consent of the BCPA or my direct supervisor.
12. I understand that during any period of AWS, if I attend a conference, I will not be paid for any days I am not scheduled to work.
13. I understand that the success of AWS depends on my ability to faithfully begin and end my work day at the agreed upon time, begin and end my lunch period on the agreed upon time, and that failure to do so is cause to terminate my participation in AWS.

14. I understand and recognize that the Courts and Law Building is open from 8:00 AM to 5:00 PM on Monday through Friday, elevators are only available during those hours, parking lots and sidewalks may not be cleared except during those hours, and I will take necessary precautions for my safety.
15. I understand that if the Office is closed due to uncontrollable circumstances including but not limited to severe weather, power outages or civil unrest, that I will not be entitled to additional compensation for days in which I was not scheduled to work.
16. I understand that from November \_\_\_\_, 2008 through \_\_\_\_\_ I will work the following schedule.

Monday, Tuesday, Thursday, Friday

7:00AM until 5:30PM

Lunch 12:00 until 12:30 Monday, Thursday, Friday

Lunch 12:30 until 1:00 Tuesday

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prosecuting Attorney Signature

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING  
BETWEEN  
THE BARRY COUNTY BOARD OF COMMISSIONERS,  
AND  
BARRY COUNTY COURTHOUSE  
EMPLOYEES' ASSOCIATION**

This LETTER OF UNDERSTANDING, dated this 12<sup>th</sup> day of May, 2009, is executed between the Barry County Board of Commissioners and Barry County Prosecuting Attorney (hereinafter collectively referred to as the "Employer"), and Barry County Courthouse Employees' Association (hereinafter referred to as "Union").


NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:


1. A joint Labor-Management Committee shall be established to study the possibilities for a flexible work schedule, including a four (4) day work week.

2. The Committee will be comprised of three (3) representatives from the Employer and three (3) representatives from the Union. The committee will meet as needed and shall make recommendations to the Employer and Union no later than six (6) months after signing of this Agreement. The parties would agree to consider the recommendations and, if they are to be adopted, to first bargain over any terms and conditions of employment affected by any modifications to work schedules.

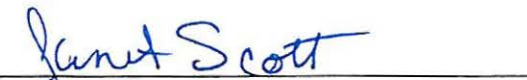
3. The Union representatives shall be granted time off with pay as is reasonably necessary to meet as needed.

**BARRY COUNTY COURTHOUSE  
EMPLOYEES' ASSOCIATION**

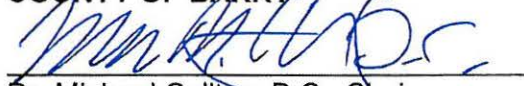
  
Julie Ingle, President

  
Marcia Mellen, Vice President

  
Judy Jones, Secretary

  
Janet Scott, Team Member

**COUNTY OF BARRY**

  
Dr. Michael Callton, D.C., Chair  
Barry Co Board of Commissioners

**AMENDMENT AGREEMENT  
BETWEEN  
BARRY COUNTY and  
BARRY COUNTY TRIAL COURT (Employer)  
AND  
BARRY COUNTY COURTHOUSE  
EMPLOYEES' ASSOCIATION (Union)**

**WHEREAS**, the current District Court Probation Officers, being Laurie Krol and Julie Ingle, agreed to work sixty (60) hour pay periods with the understanding that while other benefits would be prorated, they would be eligible for health insurance on the same basis as full time employees, and

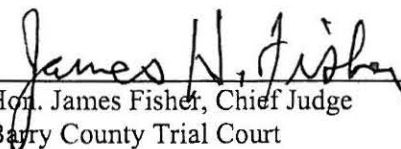
**WHEREAS**, the parties are agreeable to continuing this arrangement for these two employees only so long as they remain in their current positions.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. Notwithstanding any other provision in the Collective Bargaining Agreement, Laurie Krol and Julie Ingle, shall be eligible to receive health insurance benefits on the same basis as full time employees provided they remain in their District Court Probation Officer positions and are regularly scheduled at least sixty (60) hours per pay period. This exception to the Collective Bargaining Agreement shall not be applicable to any new employee that may be hired into that position.

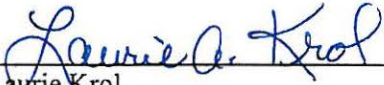

**COUNTY OF BARRY**

  
\_\_\_\_\_  
Dr. Michael Callton, D.C., Chairperson  
Barry County Board of Commissioners

  
\_\_\_\_\_  
Hon. James Fisher, Chief Judge  
Barry County Trial Court

**BARRY COUNTY COURTHOUSE  
EMPLOYEES' ASSOCIATION**

  
\_\_\_\_\_  
Marcia Mellen, Vice President

\_\_\_\_\_  
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\_\_\_\_\_  
Laurie Krol  
  
\_\_\_\_\_  
Julie Ingle