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COLLECTIVE BARGAINING AGREEMENT

Between

COUNTY OF BERRIEN

and

GENERAL COUNTY

EMPLOYEES

Represented by

**FRATERNAL ORDER OF POLICE
LABOR COUNCIL**

January 1, 2011 - December 31, 2013

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGES</u>
	Purpose and Intent	1
1	RECOGNITION AND DEFINITIONS Recognition Statutory Rights of Co-Employers Employees Employer Gender	2
2	DEFINITIONS OF EMPLOYEES Full-time Employees Part-time Employees Temporary Employees Probationary Employees Positions Categories of Employees	2 - 3
3	UNION SECURITY AND CHECK-OFF Names Union Membership Union Representation Present Members New Members Check-off Indemnification Union Leave	3 - 4
4	UNION REPRESENTATION Board Members and Alternates Bargaining Committee	4
5	MANAGEMENT RIGHTS Rights Non-Discrimination	5
6	NEGOTIATION PROCEDURES Negotiations Negotiating Representatives Written Agreement Bargaining Sessions	5 - 6

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGES</u>
7	GRIEVANCE PROCEDURE Statement of Purpose Definitions Released Time for Grievance Representation Steps in the Grievance Procedure Discharge or Suspension Grievances Arbitrator's Powers Election of Remedies	6 - 9
8	DISCIPLINE AND DISCHARGE Co-employers Progressive Discipline	10 - 11
9	WAGES Salaries Experience Credit Step Increases	12
10	WORKING SCHEDULES Normal Workweek Normal Workday Variances Shift Bid On-Call Closing of County Facilities	12 - 14
11	OVERTIME AND PREMIUM PAY Overtime Minimum Call-in Premium Pay for Overtime Scheduling of Overtime Supplementary Employment Shift Premium	14 - 16
12	SENIORITY Seniority Probationary Period Seniority List Loss of Seniority Retaining Seniority Seniority and Worker's Compensation	16 - 17

APPENDIX D

DENTAL AND VISION REIMBURSEMENT

Effective January 1, 2007, members of the bargaining unit and their eligible dependents are eligible to be reimbursed up to a maximum of eight hundred dollars (\$800) per family per calendar year for incurred and paid dental and or vision costs. These cost shall be paid by the County Personnel Department on a quarterly basis pursuant to paid receipts submitted by the employee. This reimbursement program shall not be construed as an insurance program or plan, and it is available to reimburse only those costs not otherwise covered by another plan or program.

Receipts must be received no later than the last day of the quarter in which service was rendered. If received after that day, consideration for payment will be delayed until the end of the quarter in which the submission occurs. Reimbursement will be issued on the third Thursday immediately following the close of the quarter. Receipts should be submitted to the County Administration Office, Administration Center, St. Joseph. All services must be rendered by a properly licensed Doctor of Dental Surgery (D.D.S. or M.D./D.D.S). For dental procedures or a properly licensed optometrist or doctor of ophthalmology for vision procedures. Receipts must show the date of service, the service performed, for whom the service was performed, the cost of the service, and the amount of the patient's payment.

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

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

The County reserves the right to deny reimbursement for any claim for which inadequate information is provided by either the attending dentist, optometrist or Dr of Ophthalmology or the employee.

Beginning January 1, 2009, the maximum dollar limit shall be increased to nine hundred dollars (\$900).

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGES</u>
13	HOLIDAYS Recognized Holidays Holidays Falling on Weekends Easter Holiday Holiday During Vacation Eligibility Work Performed on a Holiday	17 - 18
14	INSURANCE PROGRAMS Hospitalization and Health Care Insurance Life Insurance Insurance Carriers Benefits in Accordance with Policies Continuation/Termination of Insurance Coverage Health Care Insurance for Retirees Opt Out of Health Insurance Coverage Weekly Short Term Disability Coverage	18 - 20
15	MEDICAL EXAMINATIONS Medical Releases	20
16	VACATIONS Vacation Schedule Vacation Scheduling No Accumulation Maximum Accumulation	20 - 21
17	RETIREMENT PLAN Membership Participation Pop-up Provision	21
18	SICK LEAVE AND WORKER'S COMP Sick Leave Personal Day Worker's Compensation	22 - 23
19	LEAVES OF ABSENCE Leaves of Absence Generally Medical Leave Leaves of Absence Without Pay Military Leave Bereavement Leave Failure to Return After Leave	23 - 26

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGES</u>
20	VACANCIES AND PROMOTIONS New Classification Classification Modification Vacancies and New Positions Trial Period and Re-bidding Transfers Temporary Work in a Higher Class Emergency Assignments Temporary Work in a Lower Class	26 - 29
21	COUNTY PAID EDUCATION AND TRAINING Approval Requirements Reimbursement Required Attendance College Level Courses	30
22	USE OF FACILITIES Union Meetings Bulletin Boards	30 - 31
23	JURY DUTY AND COURT TIME Jury Duty Court Time Administrative Proceedings	31 - 32
24	LAYOFF AND RECALL Layoff Bumping Upon Layoff Recall Union President Super-Seniority	32 - 33
25	TERMINATION OF EMPLOYMENT Termination of Employment	34
26	PROHIBITIONS Interruption of Services No Strike No Lockout Penalties	34

APPENDIX C

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

DEDUCTIBLE	\$250.00 Single Coverage \$500.00 Family Coverage
-PAYMENT	10% of charges up to the maximums listed below
MAXIMUM CO-PAYMENT	\$1000.00 Single Coverage \$2000.00 Family Coverage
MAXIMUM ANNUAL COST	\$1250.00 Single Coverage \$2500.00 Family Coverage
HOSPITAL PRECERTIFICATION	Required or 20% reduction of payable benefits
SECOND SURGICAL OPINION	Required or 20% reduction of payable benefits
PRESCRIPTIONS	\$15 Generic Drug Co-payment \$30 Non-Generic Drug Co-payment Mail order for maintenance drugs (90 day supply for one co-payment)
	15% of applicable monthly premium up to annual premium increase cap of 25% (tax deferred)
	36 reimbursable visits per calendar year per covered individual
	90/10 Reimbursement subject to state reimbursement levels; 2 courses of treatment per enrollee per lifetime
	Effective February 1, 1993, there is no benefit tie between the current health insurance coverage plan and the previous plan offered by Home Life

Effective January 1, 2001, the following wellness riders, which are subject to plan deductibles and co-pays were added to your coverage:

- One routine annual physical and related diagnostic lab work, not subject to age restriction
- One initial baseline mammography between age 35 and 40; one annual routine mammography over age 40
- Lab and pathological services for one annual routine PAP smear
- Lab and pathological services for one routine prostate antigen screening beginning at age 40

APPENDIX C

BERRIEN COUNTY
COMPREHENSIVE MAJOR MEDICAL PLAN
SCHEDULE OF BENEFITS

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CO-PAYMENT	10% of charges up to the maximums listed below
MAXIMUM CO-PAYMENT	\$1000.00 Single Coverage \$2000.00 Family Coverage
MAXIMUM ANNUAL COST	\$1250.00 Single Coverage \$2500.00 Family Coverage
HOSPITAL PRECERTIFICATION	Required or 20% reduction of payable benefits
SECOND SURGICAL OPINION	Required or 20% reduction of payable benefits
PRESCRIPTIONS	\$15 Generic Drug Co-payment \$30 Non-Generic Drug Co-payment Mail order for maintenance drugs (90 day supply for one co-payment)
EMPLOYEE CONTRIBUTION	15% of applicable monthly premium up to annual premium increase cap of 25% (tax deferred)
CHIROPRACTIC CARE	36 reimbursable visits per calendar year per covered individual
INPATIENT SUBSTANCE ABUSE	90/10 Reimbursement subject to state reimbursement levels; 2 courses of treatment per enrollee per lifetime
TIE TO PRIOR CARRIER	Effective February 1, 1993, there is no benefit tie between the current health insurance coverage plan and the previous plan offered by Home Life

Effective January 1, 2001, the following wellness riders, which are subject to plan deductibles and co-pays were added to your coverage:

- One routine annual physical and related diagnostic lab work, not subject to age restriction
- One initial baseline mammography between age 35 and 40; one annual routine mammography over age 40
- Lab and pathological services for one annual routine PAP smear
- Lab and pathological services for one routine prostate antigen screening beginning at age 40

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGES</u>
27	MISCELLANEOUS PROVISIONS Severability Waiver Amendments Special Conferences Union Rights Subcontracting Mileage Past Practice Special Clothing Home Office Assignments Special Driver's Licenses	34 - 36
28	DURATION Duration APPENDIX "A" Grade & Classification Table APPENDIX "B" Grade and Salary Table APPENDIX "C" Schedule of Benefits APPENDIX "D" Dental and Vision Reimbursement	36

Appendix B

FRATERNAL ORDER OF POLICE LABOR COUNCIL

GENERAL UNIT SALARY SCHEDULE

January 1, 2013

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	18891	19648	20433	21248	22100	22984	23903	24620
2	21612	22478	23376	24311	25283	26295	27347	28167
3	22858	23772	24723	25713	26741	27811	28924	29792
4	25144	26150	27195	28283	29414	30593	31816	32770
5	27659	28765	29914	31112	32357	33650	34995	36045
6	30424	31641	32907	34225	35592	37019	38496	39652
7	33467	34806	36198	37644	39152	40717	42345	43616
8	36815	38286	39817	41410	43067	44788	46582	47979
9	40495	42115	43800	45552	47375	49268	51240	52778
10	44545	46327	48179	50106	52112	54195	56363	58054
11	48998	50958	53001	55117	57322	59614	62000	63859
12	53900	56056	58300	60630	63055	65577	68201	70248
13	59290	61662	64129	66694	69361	72136	75021	77271

FRATERNAL ORDER OF POLICE LABOR COUNCIL

GENERAL UNIT SALARY SCHEDULE

January 1, 2012

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	18704	19453	20231	21038	21881	22756	23666	24376
2	21398	22255	23145	24070	25033	26035	27076	27888
3	22632	23537	24478	25458	26476	27536	28638	29497
4	24895	25891	26926	28003	29123	30290	31501	32446
5	27385	28480	29618	30804	32037	33317	34649	35688
6	30123	31328	32581	33886	35240	36652	38115	39259
7	33136	34461	35840	37271	38764	40314	41926	43184
8	36450	37907	39423	41000	42641	44345	46121	47504
9	40094	41698	43366	45101	46906	48780	50733	52255
10	44104	45868	47702	49610	51596	53658	55805	57479
11	48513	50453	52476	54571	56754	59024	61386	63227
12	53366	55501	57723	60030	62431	64928	67526	69552
13	58703	61051	63494	66034	68674	71422	74278	76506

AGREEMENT

BETWEEN

COUNTY OF BERRIEN

AND

GENERAL EMPLOYEES

REPRESENTED BY

FRATERNAL ORDER OF POLICE LABOR COUNCIL

THIS AGREEMENT is entered into this 16th day of December 2010, effective January 1, 2011, by and between the COUNTY OF BERRIEN, hereinafter called the "County" or "Employer," and FRATERNAL ORDER OF POLICE LABOR COUNCIL, hereinafter called the "Union."

PURPOSE AND INTENT

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

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

ARTICLE 1

RECOGNITION AND DEFINITIONS

Appendix B

Section 1. Recognition. The County recognizes the Union as the exclusive bargaining representative for the following units of employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment:

All employees of Berrien County, excluding employees of the Personnel Department, chief deputy clerk, chief deputy treasurer, chief deputy register of deeds, chief deputy drain commissioner, drain maintenance supervisor, drain maintenance worker, automotive fleet manager, accounting specialist, temporary and part-time employees, assistant prosecutors, supervisors, confidential employees, employees who are represented by other unions, and employees of Circuit, Probate, and District Courts.

Section 2. Statutory Rights of Co-employers. Both parties recognize that elected officials, namely, the Sheriff, the Prosecuting Attorney, the County Clerk, the County Treasurer, the Register of Deeds and the Drain Commissioner possess separate and individual statutory rights as co-employers over those employees identified in the Michigan Employment Relations Commission decision number C86 B-27 dated April 10, 1987. The terms and conditions of this Agreement shall apply to the elected officials, except for those matters which under this Agreement are exclusively reserved for their sole discretion.

Section 3. Employees. Such bargaining unit employees are hereinafter referred to as "Employees."

Section 4. Employer. As used in this Agreement, the terms "Employer" or "County" are synonymous, unless otherwise stated.

Section 5. Gender. The masculine pronoun, whenever used herein, includes the feminine, and the singular includes the plural, unless the context clearly indicates otherwise.

ARTICLE 2

DEFINITIONS OF EMPLOYEES

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

Section 2. Part-time Employees. Employees who are normally scheduled to work fewer than twenty (20) hours per week and park employees who are hired on an hourly basis to cover functions of a seasonal nature are recognized to be part-time employees and are not covered by this Agreement. In no case will a temporary

FRATERNAL ORDER OF POLICE LABOR COUNCIL

GENERAL UNIT SALARY SCHEDULE

January 1, 2011

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	18519	19260	20031	20830	21664	22531	23432	24135
2	21186	22035	22916	23832	24785	25777	26808	27612
3	22408	23304	24236	25206	26214	27263	28354	29205
4	24649	25635	26659	27726	28835	29990	31189	32125
5	27114	28198	29325	30499	31720	32987	34306	35335
6	29825	31018	32258	33550	34891	36289	37738	38870
7	32808	34120	35485	36902	38380	39915	41511	42756
8	36089	37532	39033	40594	42219	43906	45664	47034
9	39697	41285	42937	44654	46442	48297	50231	51738
10	43667	45414	47230	49119	51085	53127	55252	56910
11	48033	49953	51956	54031	56192	58440	60778	62601
12	52838	54951	57151	59436	61813	64285	66857	68683
13	58122	60447	62865	65380	67994	70715	73543	75749

or part-time employee acquire seniority status, regardless of the length of employment.

Section 3. Temporary Employees. Employees who are hired on an hourly basis for 1,000 or fewer hours a calendar year are classified as temporary employees and are not covered by this Agreement.

Section 4. Probationary Employees. New employees covered by this Agreement shall be on probationary status for the first six (6) months of employment.

Section 5. Positions. Regular positions are defined as those occupied by all full-time employees, irrespective of the funding source.

Section 6. Categories of Employees. General employees are those assigned to regular positions. Temporary employees may be employed on either a substitute or a supplementary basis. Substitute employees are those assigned to an established regular position temporarily to perform the work of a general employee who is absent; they are not covered by this Agreement. Supplementary employees are those who perform work not in a regular position, for whom a short term of employment is expected, are used during peak periods in addition to general employees, and are not covered by this Agreement.

ARTICLE 3

UNION SECURITY AND CHECK-OFF

Section 1. Names. Names of any and all employees hired by the Employer for positions in the bargaining unit shall be furnished promptly to the Union by the County. Names of employees who are changed to positions outside the bargaining unit shall also be furnished to the Union.

Section 2. Union Membership. Membership in the Union is not compulsory. Employees who are included in the bargaining unit have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

Section 3. Union Representation. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union.

Section 4. Present Members. All present members of the bargaining unit for whom the Union has been designated the exclusive bargaining agent in Article 1, Section 1, of this Agreement shall, as a condition of employment, become a member of the Union or pay the amount of a representation fee set by the Union.

Section 5. New Members. All new employees who qualify as members of the bargaining unit, as defined in Article 1, Section 1, who have completed their probationary period, shall become members of the Union or pay a representation fee.

Section 6. Check-off.

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

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

Section 7. Indemnification. The Union agrees to indemnify and hold the County, its officers, agents and employees harmless from and against any and all claims, demands, suits or other forms of liability arising under or pursuant to the Union Security and/or Check-off provisions of this Article.

Section 8. Union Leave. The Union may designate up to 80 hours as paid union time per calendar year. All union leave time must be scheduled in advance with the employee's department head and the County Personnel Department.

ARTICLE 4

UNION REPRESENTATION

Section 1. Board Members and Alternates.

(A) In the administration of this agreement, including administration of the grievance procedure prescribed herein, bargaining unit employees may be represented by any union board member or a steward if a board member is unavailable.

(b) As used in this agreement, the term "board member" shall mean a bargaining unit employee elected by the union membership. In accordance with the FOPLC bylaws, the union will elect a president, treasurer, secretary, two trustees and up to three stewards. No such board member or steward shall function as such until the County Personnel Director has been notified in writing of their names.

Section 2. Bargaining Committee.

(a) For purposes of collective bargaining with the County, the Union shall be represented by a Bargaining Committee consisting of not more than five (5) bargaining unit employees; and no such Bargaining Committee members shall function as such until the County Personnel Director has been notified in writing of the names of such Bargaining Committee members.

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

<u>CLASSIFICATION</u>	<u>GRADE</u>
Park Maintenance Worker	4
Parks Naturalist.....	7
Patients Accounts Clerk.....	4
Personal Protection Order Coordinator.....	6
Planning Coordinator	8
Prevention Specialist I	7
Prevention Specialist II	8
Programmer.....	8
Programmer Analyst	9
Programmer Trainee.....	7
Property Manager	8
Public Health Nurse	9
Public Health Nutritionist.....	8
Purchasing Agent.....	7
Receptionist	2
Records Center Clerk	3
Records Center Coordinator	4
Records Clerk III	3
Records Manager	5
Registered Sanitarian	8
Sanitarian.....	7
Secretary II	2
Senior Clerk	4
Senior Programmer Analyst.....	11
Senior Treasury Clerk.....	4
Shipping & Receiving Clerk/Secretary	5
Switchboard Operator II	2
Tax Reversion Specialist	5
Trial Court/Court Clerk.....	4
Urban Hort Tech / Secry	3
Veterans Assistant.....	3
Victim Advocate	7
Victim Witness Assistant.....	6
4-H Program Assistant.....	4
911 Service Specialist.....	5

<u>CLASSIFICATION</u>	<u>GRADE</u>
Driver	1
Drug Screening Lab Technician.....	4
Economic Development Technician.....	5
Elections Administrator	7
Electrical Maintenance Worker.....	9
Emergency Management Technician.....	4
Emergency Services Education Specialist.....	8
Environmental Health Tech.....	5
Environmental Specialist.....	7
Finance Clerk.....	5
Finance Specialist.....	7
FOC Customer Application Consultant.....	10
FOC Customer Application Specialist.....	9
Food Service Coordinator.....	5
GIS Coordinator/Web Administrator.....	10
GIS Specialist.....	8
GIS Technician.....	6
Health Advocate.....	2
Health Assistant.....	1
Health Educator I.....	7
Health Educator II.....	8
Health Promotion Project Specialist.....	7
Hearing & Vision Tech.....	4
Help Desk Coordinator.....	5
Homestead & Personal Property Coordinator.....	4
Image and Index Clerk.....	2
Imaging Technician.....	3
Inmate Accounting Clerk.....	5
Jail Population Monitor.....	6
Junior Accountant.....	5
Jury Clerk.....	4
Justice System Data Entry Qual Control.....	5
Lab Services Coordinator.....	6
Lab Technician.....	5
LAN Administrator.....	13
LAN Specialist.....	11
LAN Technician.....	10
Land Description Specialist.....	8
Land Description Technician.....	5
Lead Computer Operator.....	7
Legal Secy I.....	3
Legal Secy II.....	4
Mail Room Clerk.....	4
Medical Assistant.....	4
Medical Records Clerk.....	3
Medical Social Worker.....	7
Nurse Family Partnership (NFP) Nurse.....	9
Office Assistant.....	2
Office Coordinator/Legal Secretary.....	5

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

(d) Bargaining Committee Members may conduct contract negotiations without loss of pay or benefits.

ARTICLE 5

MANAGEMENT RIGHTS

Section 1. Rights. The County, on its own behalf and on behalf of the electors of the County, hereby retains and reserves to itself, except as limited by this Agreement, all powers, rights, authority, functions, duties and responsibilities conferred upon and vested in it by law, including by way of illustration but without limiting the generality of the foregoing, the following rights: to manage and control administratively the County and its properties and facilities and the work-related activities of its employees; to direct and hire all employees, to determine their qualifications and the requirements for their continued employment or termination, dismissal, suspension, discipline or demotion, and to promote and transfer all such employees; to determine the starting and quitting times of all shifts and the hours to be worked; to determine the duties, responsibilities, assignments and other terms and conditions of employment of all of its employees; to define the qualifications of employees, including physical and/or psychological qualifications; to establish and enforce rules and regulations relating to personnel policies, procedures and working conditions; to determine the size of the management/supervisory organization, its functions, authority, amount of supervision and table of organization; to determine the policy regarding the selection, testing, recruitment, training or hiring of employees; to determine or modify the responsibilities vested within a position; and to transfer or reduce personnel when, in the judgment of the County, such actions are deemed necessary. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with law. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the applicable Michigan laws or any other national, state, county, district or local laws or regulations as they pertain to the County.

Section 2. Non-Discrimination. Neither the County nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws on the basis of religion, race, color, national origin, age, gender, marital status, height, weight, handicap or disability.

ARTICLE 6

NEGOTIATION PROCEDURES

Section 1. Negotiations. The parties agree that, at the request of either party, negotiations over the terms and provisions of a successor agreement may commence not more than one hundred twenty (120) calendar days before the termination date hereof, attempting to conclude such negotiations on or before said termination date.

Section 2. Negotiating Representatives. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party, and each party may select its representatives from outside or within the bargaining unit, except as is limited by Article 4, Section 2, above. It is recognized that no final Agreement between the parties may be executed without ratification by the Union's bargaining unit members and by the County's Board of Commissioners; but the parties mutually pledge that the representatives selected shall have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.

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

Section 4. Bargaining Sessions. Collective bargaining sessions shall be scheduled at mutually agreeable times, as provided by law.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1. Statement of Purpose. The Parties intend that the Grievance procedure shall serve as a means for settlement of disputes concerning the interpretation or application of this Agreement as they arise, without interruption or interference with the normal operation of the County departments and their services.

Section 2. Definitions.

(a) A grievance is defined as a claim of a violation of a provision or provisions of this Agreement. Any grievance filed shall:

- 1) Be in writing on the established grievance form;
- 2) Refer to the provision or provisions of this Agreement alleged to have been violated;
- 3) Set forth the facts pertaining to such alleged violation(s) and the events giving rise to the alleged violation(s);
- 4) A statement of the relief requested;
- 5) Be filed within ten (10) working days of the event giving rise to the grievance. Failure to abide by any of the requirements above shall prevent the grievance from being processed.

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

(c) If the Employer fails to respond to a grievance within the time limits specified in this grievance procedure, the grievance shall automatically advance to the next Step. It is expressly agreed between the Parties that a grievance must be

Appendix A

**FRATERNAL ORDER OF POLICE LABOR COUNCIL
GENERAL UNIT**

GRADE AND CLASSIFICATION TABLE

<u>CLASSIFICATION</u>	<u>GRADE</u>
Account Clerk III.....	3
Accountant.....	8
Accounts Payable Specialist Financial Services.....	7
Administrative Assistant.....	4
Administrative Secretary.....	3
Administrative Support Specialist.....	6
Alcohol/Drug Abuse Counselor I.....	7
Alcohol/Drug Abuse Counselor II.....	8
Animal Control Officer.....	5
Appraiser I.....	5
Appraiser II.....	6
Appraiser III.....	8
Appraiser Trainee.....	4
Assistant Deputy Treasurer.....	5
Assistant Property Manager.....	7
Automotive Mechanic.....	4
Breastfeeding Peer Counselor.....	2
Building & Groundskeeper.....	4
Building Maintenance Worker.....	5
Caseworker / Legal Secry.....	5
Chief Naturalist.....	8
Children's Special Health Care Serv Rep.....	4
Circuit Court Caseflow Coordinator.....	6
Community Assessment Analyst.....	7
Community Assessment Specialist.....	6
Community Corrections Statistical Assistant.....	3
Computer Operator.....	6
Cook I.....	2
Custodian.....	2
Customer Services Audio/Video Specialist.....	8
Customer Services Spec/VOIP Assistant.....	8
Customer Services Remote Specialist.....	7
Customer Services Specialist.....	7
Customer Services Technology Specialist.....	8
Data Integration Specialist.....	8
Data Coordinator.....	5
Deeds Technician.....	2
Deputy Branch Clerk.....	5
Deputy Circuit Court Clerk I.....	3
Deputy Court Clerk/Equipment Operator.....	4
Deputy County Clerk.....	3
Deputy Register of Deeds I.....	3
Disease Intervention Specialist.....	7
Drain Assessment Specialist.....	6

processed within stated time limits, unless the Parties mutually agree in writing to extend them.

(d) The term "Steward" shall mean a bargaining unit employee designated by the Union to represent other bargaining unit employees in the administration of this Grievance Procedure. The designated Stewards and Union President are outlined in Article 4, Section 1(b); and no Steward or Union President shall serve as such until the County Personnel Director has been notified in writing of the names of such Stewards and Union President and of the departments or buildings in which they represent employees.

(e) A "class action" grievance shall be defined as either:

- (i) "Department" class action grievance, which is defined as a claim of a violation of a provision of the collective bargaining agreement which may impact employees in the entire department;
- or
- (ii) "Bargaining Unit" class action grievance, which is defined as a claim of a violation of a provision of the collective bargaining agreement which may impact employees in the entire bargaining unit.

A "department" class action grievance shall be received by the department head and said process shall begin at Step Two.

A "bargaining unit" class action grievance shall be received by the Personnel Director, or his designee, and said process shall begin at Step Three.

Section 3. Released Time for Grievance Representation.

(a) It is expressly agreed that any Steward involved in a grievance, or the Union President, when released from work by the immediate supervisor or department head for necessary time to process a grievance, shall suffer no loss of pay and benefits for such work time lost. The term "process" shall be interpreted to mean meeting with Employer Representatives as defined in this Agreement and with the employee or employees involved in the grievance, including employees who are witnesses to the events.

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

Section 4. Steps in the Grievance Procedure:

STEP ONE: An employee having a grievance shall, within five (5) days from the event that caused the grievance, first discuss it with his immediate supervisor (or the department head, if there is no immediate supervisor). The employee's Steward may be present at such meeting, if either the aggrieved employee or the supervisor desires. If requested by the immediate supervisor or department head, the employee and/or the Steward shall refer to the provision or provisions of the Agreement he believes may have been violated and the facts and/or events giving rise to the alleged violation(s). The supervisor shall give his verbal decision on the grievance within two (2) days. If this decision is not acceptable to the employee, the

grievance shall be presented, in writing, to the immediate supervisor within ten (10) working days from the event that caused the grievance. This shall commence the formal grievance procedure. The immediate supervisor shall respond, in writing, within five (5) working days from receipt of the written grievance. If said decision is acceptable to the Union, then the grievance shall be determined settled. If said decision is not acceptable, the grievance may be presented at STEP TWO to the department head within five (5) days of the STEP ONE answer for the department head's consideration.

STEP TWO: A meeting may be held with the employee and his/her Steward by the department head if either the Union or the department head so requests. The department head shall give his written decision on the grievance within five (5) days after receipt of the grievance or from the date of the meeting, if held. If the decision of the department head is not acceptable to the Union, the grievance may be advanced to STEP THREE within five (5) days, failing which, it will be deemed to have been withdrawn permanently.

STEP THREE: The Personnel Director, or designee, shall receive the grievance on behalf of the Employer. Before rendering a decision on a grievance, the Personnel Director, or his designee, and the department head, may meet to discuss said grievance with the employee, steward and business agent, if either party so requests. The Personnel Director, or his designee, shall render a decision, in writing, to the employee, the Union and the department head within fifteen (15) days after receipt of the grievance or from the date of the meeting, if held.

STEP FOUR: Should the grievance remain unresolved after STEP THREE, the Union may, within 60 days of the STEP 3 answer, request the matter to be arbitrated. Within ten (10) days of the receipt of notice of the Union's intent to arbitrate, the parties shall attempt to agree mutually upon an arbitrator, who shall decide the grievance. If no agreement upon an arbitrator is reached, then the Union shall request the Federal Mediation and Conciliation Service for its assistance in selecting an arbitrator according to its rules and regulations.

Section 5. Discharge or Suspension Grievances. If an employee is suspended or discharged, he shall have the right to consult with his Steward before leaving his work station. If a grievance is entered because of said suspension or discharge, the following Steps shall be used, instead of the grievance procedure outlined above:

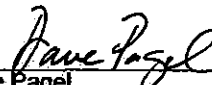
STEP A. The grievance shall be presented in writing using the Grievance Form referenced above and presented to the Personnel Director, or designee within two (2) days following such suspension or discharge.

STEP B. The Personnel Director or designee shall establish a meeting with the department head or his designee, the employee and the Union within five (5) days after receiving the grievance from the Union. Within five (5) days after said meeting, the Personnel Director, or designee, shall render a written decision to the department head, the employee and the Union. If the decision is not acceptable to the Union, the grievance may be advanced to STEP C by giving written notice to the Personnel Director, or designee, of the Union's intent to proceed to arbitration. Such notice must be received within 60 days of the STEP B answer.

STEP C. Within ten (10) days of the receipt of notice of the Union's intent to arbitrate, the parties shall attempt to agree mutually upon an arbitrator, who shall decide the grievance. If no agreement upon an arbitrator is reached, then the Union

IN WITNESS WHEREOF, the Parties hereto have, through their authorized representatives, executed this Agreement on this the 31st day of December, 2010.

FOR THE COUNTY:




Dave Pagel,
Chairperson of the Board




M. Louise Stine,
County Clerk



L. Paul Bailey,
Sheriff



Arthur J. Cotter,
Prosecuting Attorney



Lori D. Jarvis,
Register of Deeds



Bret Witkowski,
Treasurer

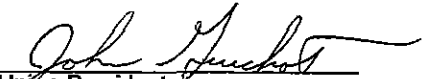


Roger Zilke,
Drain Commissioner

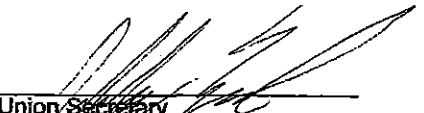
FOR THE UNION



Randy Mason,
Director of Labor Services (FOPLC)



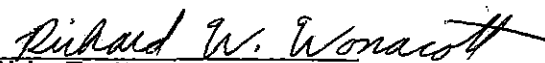
John Guchot,
Union President



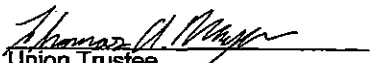
Union Secretary



Union Treasurer



Richard W. Wonacott,
Union Trustee



Union Trustee

Board of Commissioners. Employees shall comply with such mileage reimbursement procedures as the County may require. If in the normal course of an employee's duties he is required to transport clients and/or patients, the County shall agree to hold him harmless when acting within the scope of his employment.

Section 8. Past Practice. All existing policies that are not superseded by this Agreement are to be recognized and remain in full force and effect. Unless otherwise specifically prohibited by this agreement, the employer may, from time to time, alter, amend, or discontinue such policies, or create new policies, in its sole discretion, provided that such policies do not violate the express terms of this agreement.

Section 9. Special Clothing. All departments presently providing uniforms and/or special equipment will continue to provide such uniforms. Initially an employee will be given an allowance of five (5) uniforms. It shall be the employee's duty to maintain these uniforms. When the uniforms are no longer fit to wear the employee shall make a request to the department head for a new uniform. The employee must turn in the old uniform upon issuance of a new uniform. In addition, the employees assigned to departments that require frequent and prolonged exposure to external winter weather conditions as required in the completion of his normal duties, shall be provided one (1) winterized uniform consisting of coat, boots, gloves and rain gear. This winterized uniform shall be stored in a space provided by the department to which the employee is assigned. This winterized uniform shall be maintained by the Employer. Employees shall be required to wear any such items so provided.

Section 10. Home Office Assignments.

(a) Each employee of the County who is required to perform service for the County shall be assigned a home office and they shall be compensated for any trips, seminars or conferences taken which are mandated by the Employer for both time and mileage from the employee's home office. This specifically excludes travel time to reach a different work location to start and/or end a workday.

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

Section 11. Special Drivers Licenses. If the Employer requires an employee to possess a valid chauffeur drivers license for the performance of duties, the Employer will reimburse the employee the difference between the price of a chauffeur license and a regular drivers license upon the employee providing the Employer proof that such license has been obtained.

ARTICLE 28
DURATION OF AGREEMENT

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

shall request the Federal Mediation and Conciliation Service for its assistance in selecting an arbitrator according to its rules and regulations.

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

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

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

(c) It shall not be within the jurisdiction of the arbitrator to change an existing wage rate, except as otherwise provided in Article 20, Section 2.

(d) In suspension or discharge cases, the Employer shall bear the burden of establishing just cause for the imposition of discipline. The arbitrator shall not substitute his judgement for that of the Employer as to the severity of the penalty selected unless the Union proves that the Employer acted arbitrarily, capriciously and without reason. Any modification of a penalty must be supported by express written findings of fact justifying the modification. The arbitrator's failure to so justify a penalty modification, or the substitution of his or her judgment for that of the Employer as to the reasonableness of any penalty without an express finding that the Employer acted arbitrarily, capriciously and without reason shall render his or her decision appealable and subject to vacating in a court of law. If either party appeals an arbitrator's decision modifying a disciplinary penalty and such appeal is denied, that party shall pay to the prevailing party its reasonable costs and fees, including attorneys fees, incurred in defending such appeal.

(e) The cost of the arbitrator shall be shared equally between the Employer and the Union in the case of a divided award. The Union shall bear the cost of arbitration if the grievance is denied, and the Employer shall bear the cost of arbitration if the grievance is sustained. If either the Union or the Employer requests a transcript of the hearing, that shall be permitted at the cost of the requesting party. Any employee who is called as a witness of either party during arbitration proceedings shall, as a result of such appearance, suffer no loss of pay and benefits. The arbitrator's decision on an arbitrable matter within his jurisdiction shall be final and binding upon the employees, the Union and the Employer.

Section 7. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through the grievance procedure provided for in this Agreement.

ARTICLE 8

DISCIPLINE AND DISCHARGE

Section 1. Co-employers. For those employees of an elected official described in Article 1, Section 2, above, discipline or discharge based upon a conviction of a felony as defined by statute or the Criminal Procedure Act, and other crimes involving moral turpitude or specific intent, and crimes involving the possession or use of a controlled substance, shall be at the sole discretion of the elected official without recourse to the grievance procedure. Discipline or discharge based upon other factors shall be taken only for just cause in accordance with Section 2, below.

Section 2. Progressive Discipline Procedure.

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

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

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

(d) In the event an employee is to receive an oral reprimand, the employee will first be offered the right to waive the Steward's presence at such disciplinary meeting. Said waiver of representation shall be placed in writing and signed by the employee prior to the meeting. A copy of the signed waiver will be forwarded to the union steward.

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

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

Section 3. Amendments. This Agreement may be supplemented or amended only by mutual consent and agreement of the parties. Any such supplement or amendment shall be in writing, shall be signed by the parties' authorized representatives, and shall become and be a part of this Agreement without changing the terms or provisions of this Agreement, except as clearly and specifically provided in any such written supplement or amendment.

Section 4. Special Conferences.

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

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

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

Section 5. Union Rights.

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

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

Section 6. Subcontracting. (a) The Union recognizes the County's right to contract or subcontract work to non-bargaining unit persons; provided, however, that such contracting or subcontracting of work or services shall not result in layoff of bargaining unit employees from their present classifications in the bargaining unit.

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

Section 7. Mileage. Employees who are required by the County to use their personal vehicles to conduct County business shall be reimbursed at the rate established by the Internal Revenue Service and adopted by the Berrien County

ARTICLE 25

TERMINATION OF EMPLOYMENT

Section 1. Termination of Employment. Employees wishing to resign from County employment should make every effort possible to give two (2) weeks' written notice of their intent to resign to their department head. Whenever possible, a four (4) weeks' written notice should be given to the department head to facilitate filling of vacancies created. Employees planning to retire from County employment shall give ninety (90) calendar days' written notice of their intent to retire to both the department head and the Personnel Department to facilitate implementation of pension benefits.

ARTICLE 26

PROHIBITIONS

Section 1. Interruption of Services. The Union agrees that during the term of this Agreement there shall be no interruption of services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, nor shall they picket County premises in any manner which shall interrupt County services.

Section 2. No Strike. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere with the services of the County.

Section 3. No Lockout. During the life of this Agreement the County shall not cause, permit or engage in any lockout of its employees.

Section 4. Penalties. The County retains the right to discipline or discharge any employee participating in any strike or stoppage, as described in Section 1 and 2, above.

ARTICLE 27

MISCELLANEOUS PROVISIONS

Section 1. Severability. If any Article, Section, or Provision of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected hereby, and the parties shall enter into Collective Bargaining for the purpose of assuring a mutually satisfactory replacement for such Article, Section, or Provision.

Section 2. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior Agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be exerted in arbitration or otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and

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

(g) Procedural Steps:

1. Oral Reprimand.
2. Written Reprimand.
3. Suspension, transfer to existing vacancy or demotion.
4. Removal or Discharge.

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

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

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

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

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

(m) No employee of these bargaining units will be subject to disciplinary action for taking part in political activity when not on duty and/or out of uniform.

(n) Upon request, an employee's official personnel file may be reviewed every six (6) months. Such request shall be complied with within five (5) working days. After twenty-four (24) months of satisfactory service, any prior disciplinary action of more than twenty-four (24) months duration will not be adversely used in any subsequent disciplinary action, or promotional opportunity.

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

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

ARTICLE 9

WAGES

Section 1. Salaries.

(a) Salaries shall be paid in accordance with Appendix B. Negotiated increases are as follows: the addition of a new step 8 (representing a 3% step differential); movement to this step will occur on the employee's anniversary date during calendar year 2011; 1.0% effective January 1, 2012, and 1.0% effective January 1, 2013.

(b) The salary schedule is based upon a seven and one-half (7 1/2) hour day and a thirty-seven and one-half (37 1/2) hour, five day week, except as otherwise provided in this Agreement.

Section 2. Experience Credit. Newly hired employees having verified paid, full-time experience in the same occupation, as determined by the County Personnel Director, may be given credit, by the Personnel and Human Services Committee of the Board of Commissioners, for such experience up to but not exceeding step 4 on the salary schedule.

Section 3. Step Increases. An employee shall advance from step to step of the salary schedule, attached hereto as Appendix "B", based upon the employee's anniversary date in his assigned position except as noted above in section 1 (a).

ARTICLE 10

WORKING SCHEDULES

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

Section 1(b). Pay day will occur on the Friday following the last Friday of a pay period, unless the County recognizes that day as a holiday listed in Article 13 of this contract, or as otherwise stated by Board of Commissioners Resolution. Early checks will be issued to employees the day before a pay day at 4:45 p.m. in the payroll division of the County Clerk's Office, if a written request is made by the employee and approved by the employee's department head.

Section 2. Normal Workday.

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

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

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

(c) An employee who is eligible to exercise bumping privileges in accordance with the provisions in this Section may exercise such privileges, if at all, only if he does so in writing within two working days of being notified of a layoff. The employee opting to exercise bumping privileges shall also identify the classification to which he intends to bump into from a list provided by the Department within the same two working days.

Section 3. Recall.

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

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

Section 4. Union President Super-Seniority. The bargaining unit's designated Union President shall head the Seniority List within his department for the purposes of Layoff and Recall for the term of his office only; provided, however, that this Section shall not be construed to require the County (after its determination of affected classifications pursuant to Article 24, Section 1(a), to create a job or vacancy which would not otherwise exist, nor to place the employee into another bargaining unit position within the employee's department which, in the sole discretion of the County, the employee is not fully and wholly qualified to perform. In the event the Union President is laid off, the Union shall designate an unaffected bargaining unit employee as the new Union President.

(b) This provision shall be limited to one (1) steward per administrative proceeding; however, a second steward or County employee may be allowed to attend when subpoenaed by the union, provided that said employee receive the prior written permission of the Personnel Director, or his designee.

ARTICLE 24

LAYOFF AND RECALL

Section 1. Layoff. Layoff shall mean the separation of an employee from the active work force due to a reduction in the work force by the County for any reason determined by the County. When the size of the work force is to be reduced through a layoff of employees by the County, the following procedure will be utilized:

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

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

(i) Probationary employees in the department, classification and program (where applicable) affected shall be terminated first, provided that the remaining employees in the classification, department and program (where applicable) have the necessary training, experience and qualifications to perform the required work, as determined by the County.

(ii) Additional layoffs within the department, classification and program (where applicable) affected shall be administered in the inverse order of the employees' seniority; i.e., employees with the least seniority in the department, classification and program (where applicable) affected shall be laid off first, provided that all remaining employees in the classification, department and program (where applicable) have the necessary training, experience, and qualifications to perform the required work, as determined by the County. The Employer will not exercise its discretion in an arbitrary and / or capricious manner.

Section 2. Bumping Upon Layoff. Bumping of one employee by another employee, in connection with Layoffs pursuant to this Article, shall only be permitted subject to and in accordance with the following terms and conditions:

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

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

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

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

(c) For each full day worked, there shall be an unpaid lunch period of one (1) hour and two fifteen (15) minute paid rest periods; provided, however, that shorter unpaid lunch periods may be established in the Buildings and Grounds Department or, upon mutual agreement between the County and the Union, in other departments also. All lunch periods and rest periods shall be scheduled by the department head.

Section 3. Variances. Notwithstanding the normal workweek and normal workday provisions of Sections 1 and 2 of this Article, employees may from time to time be required by the department head or scheduling supervisor to work a schedule which varies from the normal seven and one-half (7-1/2) hour workday and/or normal thirty-seven and one-half (37-1/2) hour workweek. Employees who work in excess of thirty seven and one-half (37 1/2) hours a workweek will be eligible for overtime pay as outlined in Article 11, Section 1.

Section 4. Shift Bid.

(a) The Employer shall determine shifts needed in any department and the appropriate number of classifications of employees needed on any shift.

(b) For a period of thirty (30) calendar days following the announcement of the above determination, all employees in all classifications of any department having more than one (1) shift shall have the opportunity to state in writing their shift preferences to the department head.

(c) After the thirty-day period, shift assignments based on seniority and job classifications will be made by the department head.

(d) After this initial shift assignment, an employee may request assignment to a different shift, only when there is a vacancy in the employee's job classification. The employee must notify the department head in writing of his desire to change shifts, within five (5) working days of the internal posting. The employee with the greatest seniority, who applies for that particular vacancy, will be given the new shift assignment.

Section 5. On-Call. The employee will carry a beeper while on-call. The employee will be paid \$1.32 per hour for the first five days of his workweek, normally Monday through Friday, and \$1.57 an hour for the sixth and seventh day of his workweek, normally Saturday and Sunday, and any holiday listed under Article 13, Section 1 for each hour outside of their normal workday while on call. The Department Head will establish proper response procedures and shall submit a copy of such to the Union President. The payment of overtime will commence once the employee returns the call. The employee will not receive on call pay and overtime pay for the same hours. If an expense is incurred in returning the phone call, the employee will be reimbursed for the actual cost, provided proof is submitted by the employee (copy of phone billing).

Section 6. Closing of County Facilities.

If the County determines to close facilities or curtail operations due to inclement weather or other emergencies, the following procedure shall apply:

- (a) The County will determine which job classifications are essential for continued operations during the emergency and shall notify the union of those job classifications. Employees in those essential job classifications may be expected to remain at work for the balance of their scheduled shift. Such employees will receive time and one-half for the hours so worked. Employees in essential job classifications may be required to report to work during an emergency or closure. If required to report such employees will receive straight time for all hours worked in addition to receiving their normal day's pay while their work facility is closed.
- (b) If an employee holding an essential job is unable to report to work because of circumstances beyond the employee's control, such as dangerous roads, the County may provide transportation to work. If transportation is provided, return transportation must also be provided.
- (c) Employees in essential job classifications in a facility, which is operated on a 24-hour basis, may be required to remain on duty through the end of their regularly scheduled shift and may be required to remain beyond the end of their scheduled shift. If that employee is required to remain beyond the end of their regular schedule, he shall be paid at time and one-half (1 ½) his regular, straight time rate. No employee shall be required or permitted to work more than two (2) daily schedules (shifts) in any twenty-four (24) hour period.
- (d) Employees in non-essential job classifications will be notified of closure via radio announcement prior to 7:30 a.m. and need not report to work. If already at work, these employees may be sent home prior to the end of their shift. Such employees shall receive straight time pay for the shift or the balance of the shift.

If a county facility is not closed during inclement weather or an emergency and if an employee is unable to report to work because of the emergency, he/she may request the use of sick leave or vacation allowance to avoid a salary deduction, and such approval shall not be unreasonably withheld.

ARTICLE 11

OVERTIME AND PREMIUM PAY

Section 1. Overtime.

(a) All work in excess of thirty-seven and one-half (37-1/2) hours per workweek shall be paid either in the form of compensatory time or overtime pay, at the discretion of the employee's department head, except as provided in Section 3 below. Hours in excess of forty (40) hours per week shall be paid at time and one-

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

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

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

ARTICLE 23

JURY DUTY AND COURT TIME

Section 1. Jury Duty.

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

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

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

Section 2. Court Time.

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

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

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

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

Section 3. Administrative Proceedings:

(a) If a steward is subpoenaed as a witness and testifies in an administrative proceeding connected with his County employment, such steward shall:

(i) Receive no deduction in pay for such attendance if and only to the extent it occurs during his regularly scheduled working hours.

(ii) Not receive or be eligible to receive overtime pay in addition to his regularly scheduled work hours.

ARTICLE 21

COUNTY-PAID EDUCATION AND TRAINING

Section 1. Approval. A department head may, upon request from an employee, approve County-paid education and training for workshops, seminars, and other educational opportunities, provided that such costs have been allocated in the Department's current operating budget. The department head will attempt to offer such educational opportunities on as broad a base as possible.

Section 2. Requirements. Any County employee who receives County-paid education and training, excluding college level courses, over a dollar amount of \$1,000 but less than \$5,000 per calendar year shall be required, as a condition of receiving such education and training, to sign an agreement to reimburse the County for the cost of such education and training on a pro-rata basis, if the employee resigns or is discharged from County employment within one year after completing such education and training. Any County employee who receives County-paid education and training, excluding college level courses, over a dollar amount of \$5,000 per calendar year shall be required, as a condition of receiving such education and training, to sign an agreement to reimburse the County for the cost of such education and training on a pro-rata basis, if the employee resigns or is discharged from County employment within two years after completing such education and training. Costs for seminars for conferences below \$1,000 in a calendar year will not be subject to this re-payment requirement.

Section 3. Reimbursement. Such Agreement shall further provide that said reimbursement costs may be recovered by the County offsetting any compensation due the employee by the County or by initiating other legal action against said employee.

Section 4. Required Attendance. The department may require an employee to attend seminars, institutes, conferences or workshops, provided that there shall be no cost to the employee.

Section 5. College Level Course(s) Employees may apply for County paid education assistance for college level courses. The guidelines for application, approval and reimbursement are contained in County Policy Number 1240.

ARTICLE 22

USE OF FACILITIES

Section 1. Union Meetings. The Union may, with the prior written consent of the County Coordinator, use public meeting rooms in County buildings for Union meetings, when such rooms are available outside normal business hours. Such a request for use of the Courthouse shall be made on the appropriate form.

half (1-1/2) the employee's straight-time rate. Accumulation of and use of compensatory time shall be at the discretion of the department head, and overtime pay shall be paid in accordance with provisions of the Fair Labor Standards Act.

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

(c) An attempt shall be made to schedule compensatory time off, within 90 days, at times mutually agreeable to the employee and his department head.

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

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

Section 3. Premium Pay For Overtime.

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

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

(c) Employees required to work the seventh (7th) day of the workweek, usually Sunday, shall be paid two (2) times the employee's hourly pay rate.

Section 4. Scheduling of Overtime. Overtime shall be offered on a rotational basis to those employees qualified to perform the work on a departmental basis. Employees shall have the right of refusal except that the least senior employee may be required to perform the work. Should an employee decline the offer to work, it shall be counted for purposes of equalization as time worked. As nearly as possible, the Employer shall equalize overtime on an annual basis among its employees, except for personalized professional services which are not included in rotational overtime. Overtime shall be offered on a program specific basis at the Berrien County Health Department.

Section 5. Supplementary Employment.

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

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

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

Section 6. Shift Premiums. The Employer shall pay a premium for those employees required to work the afternoon shift (normally 3 p.m. to 11 p.m.) of fifteen cents per hour, and for those employees required to work the midnight or swing shift (normally 11 p.m. to 7 a.m.) a premium of fifteen cents per hour.

ARTICLE 12

SENIORITY

Section 1. Seniority. Seniority is defined as the length of continuous service with the County since the employee's most recent date of hire. Seniority shall be applied only as specifically set forth in this Agreement. Seniority shall continue to accumulate during Paid Leaves of Absence, but it shall be retained without further accumulation during Unpaid Leaves of Absence or Layoffs.

Section 2. Probationary Period. All employees shall be on probation for the first six (6) months of their employment, beginning with the first day of work for the Employer. Employees on probation shall not have seniority during such period; but upon successful completion of their probationary periods they shall have seniority dating back to their first day of work for the County. Probationary Employees may be terminated or laid off at the sole discretion of the County and shall not have recourse to the Grievance Procedure of this Agreement. However, if an employee is terminated or laid off during his probationary period and is returned to work by the County within sixty (60) calendar days of such layoff or termination, and if he works at least one (1) calendar month, he shall be credited with the prior period of work toward completion of his probationary period. If the County wishes to extend the probationary period for any employee, whose performance has not been fully satisfactory in the opinion of the County, the County may do so for an additional period not to exceed three (3) months, upon mutual agreement from the Union.

Section 3. Seniority List.

(a) The County agrees to furnish the Union with a Seniority List upon its request within five (5) working days, provided that this does not exceed two (2) times yearly. Employees who are hired on the same date shall be placed on the Seniority List in rank order of the last four (4) numbers of the Social Security Number from lowest to highest. Any disputes regarding Seniority Lists shall be resolved on the basis of the County's official records.

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

Section 4. Loss of Seniority. Seniority shall be lost and the employment relationship shall end under any of the following conditions:

- (a) The employee resigns or quits;
- (b) The employee is discharged and is not reinstated;

Section 6. Temporary Work in Higher Classification.

(a) Employees, who are assigned temporarily to fill a vacancy due to the absence or unavailability of another employee in a higher classification, for a period of five (5) consecutive workdays, or ten (10) cumulative workdays within a sixty (60) day period, shall be paid at the higher grade and at the current Step of the salary schedule which affords the employee at least a five (5%) percent increase in pay over his former rate of pay from the first day of the assignment. Vacancies of one day or less do not have to be offered in accordance with this section.

(b) Assignment of those tasks which differentiate a higher paying classification will determine whether or not a temporary assignment has taken place; however, at least 75% of the temporarily absent employee's duties must be assigned to the lower classification employee before temporary work in a higher classification is triggered. The Employer shall not attempt to circumvent the intent of this Section by distributing those tasks of the vacated position to a number of employees or through other reassignments. Likewise, Temporary Employees shall not be used to fill vacancies referred to in this Section, until General Employees have been offered such positions, under terms of this Section.

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

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

Section 7. Emergency Assignments.

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

(b) It is mutually understood that in emergency situations it may be immediately impractical to apply procedures outlined in Section 4 of this Article. However, the Employer agrees to move without undue delay to call in or otherwise assign the appropriate employee of the proper classification in accordance with the provisions of this Agreement.

Section 8. Temporary Work in Lower Classification.

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

the job, as determined by the Employer, that vacancy shall be filled by the most senior qualified employee who applies for the vacancy. Employees who transfer under this section shall not be eligible to transfer for a period of six (6) months.

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

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

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

(f) A promoted employee shall be placed on the lowest salary step (based upon the current salary schedule) of his new classification, which will afford the employee at least a five percent (5%) pay raise. For purposes of this paragraph, the term "pay raise" shall mean an increase in the employee's annualized earnings in his new classification, as compared with what the employee's annualized earnings would have been in the old classification, when projected over the twelve (12) month period following the promotion.

Section 4. Trial Period and Re-bidding.

(a) An employee who is transferred to or successfully bids upon a new position shall be subject to a thirty (30) day trial period under the direction of the department head or other supervisor, in order to determine his ability to perform the job successfully and satisfactorily, in the opinion of the Employer. This trial period may be extended to a maximum of 90 days upon mutual consent. If at any time during the trial period the Employer determines that the employee is not successfully or satisfactorily performing the job, the Employer shall return the employee to his former classification, department, and rate of pay, without loss of seniority. In such event, the department head will advise the employee in writing of the reasons for doing so.

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

Section 5. Transfers.

(a) There shall be no transfers between departments, except as a result of an employee applying for and receiving appointment to a vacant position.

(b) This Section shall not be construed to apply to or limit transfers or reassignments between divisions of a department.

- (c) The employee retires;
- (d) The employee has been on Layoff for a period of time equal to his bargaining unit seniority at the time of his Layoff or one (1) year, whichever is less;
- (e) The employee fails to return after a leave of absence within three (3) days of the agreed upon return date or an employee is Absent Without Leave in excess of three (3) days without notifying the County and making mutually acceptable arrangements for return to work, except when the failure to notify and return to work is due to circumstances beyond the control of the employee, in the opinion of his Department Head.
- (f) The employee refuses recall from the classification from which he was laid off.

Section 5. Retaining Seniority. Employees promoted or transferred from the bargaining unit may retain their existing seniority by maintaining a valid Union withdrawal card. Such employee shall accumulate no seniority while outside the bargaining unit.

Section 6. Seniority and Workers' Compensation. An employee shall accrue seniority while absent because of injuries covered by the Worker's Disability Compensation Act and other benefits as provided herein.

ARTICLE 13

HOLIDAYS

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

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

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

Section 2. Holidays Falling on Weekends. If any designated holiday recognized in Section 1 of this Article falls on Sunday, it shall be celebrated on the following Monday. If any such holiday falls on Saturday, it shall be celebrated on the preceding Friday; provided, however, that if an employee's regular workweek includes Saturday work, such employee shall celebrate the holiday on Saturday.

Section 3. Easter Holiday. Any employee who regularly works on Sunday and is required to work on Easter Sunday shall receive holiday pay at the rate of double time.

Section 4. Holiday During Vacation. If a paid holiday occurs during an employee's scheduled vacation, he shall suffer no deduction from accumulated Vacation Allowance for such day.

Section 5. Eligibility. The following additional terms and conditions shall govern an employee's eligibility for holiday pay:

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

Section 6. Work performed on a holiday. Employees who are regularly scheduled to work on a holiday will receive 7.5 hours of straight time holiday pay in addition to time and one-half pay for all hours actually worked on a holiday. If employees are called in to work on a holiday, they will be compensated per article 11, section 2.

ARTICLE 14

INSURANCE PROGRAMS

Section 1. Hospitalization and Health Care Insurance.

The Employer shall maintain hospitalization and medical insurance for employees and dependents. This insurance shall provide coverage as outlined in APPENDIX "C". The employee shall contribute fifteen percent (15%) of the applicable monthly premium toward the cost of health insurance. Increases in the employee paid premium shall be capped at 25% annually. Coverage shall begin after the employee has completed ninety (90) days of continuous employment for the County.

Section 2. Life Insurance. The County shall provide each General Unit Employee with group term life insurance in the sum of \$50,000.00, with accidental

Classification, above, will be followed for establishing pay rates. Any reclassification will not result in loss of pay by an employee in the classification affected.

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

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

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

(iii) If the parties are unable to agree on a new pay rate, then a pay rate may be established through the grievance/arbitration procedure.

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

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

(ii) In the event the arbitrator determines that a different job has been created, he shall order the Parties to bargain over the pay; but he shall also retain jurisdiction. In the event the Parties are unable to agree on a pay rate, either Party may notify the arbitrator to reconvene the hearing to determine the pay rate.

(iii) In all decisions concerning pay rates, the arbitrator shall be limited to accepting the last best offer of one of the Parties; but he shall have no authority to compromise between the respective last best offers. Any new pay rate will be retroactive only back to the date the formal grievance procedure was invoked.

(f) The Employer shall notify the Union prior to reclassifying any employee and discuss the reclassification with the Union so that a joint determination may be made as to the posting of the position or, if it is a reclassification, as provided in Article 20, Section 2(b) above. The Employer shall attempt to provide the Union with one (1) calendar month of notice before a reclassification or pay change occurs.

Section 3. Vacancies and New Positions.

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

(b) When an Employer fills a vacancy within that department, and there are other employees presently employed within the same classification and job duties in that department who have the requisite ability to perform the essential functions of

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

(c) If required and with the consent of the employee's department head, an employee may use up to two (2) days of accumulated Sick Leave, vacation time or accrued compensatory time, for extended travel or other circumstances related to the Bereavement Leave. It is the employee's decision as to what accrued bank the extra two days of leave time is deducted from.

Section 6. Failure To Return After Leave. If an employee fails to return to work after any Leave of Absence within three (3) days of the agreed upon return date without making mutually acceptable arrangements for return to work, except when the failure to notify and return to work is due to circumstances beyond the control of the employee, the employee shall be deemed terminated and shall have no further right to re-employment with the County.

ARTICLE 20

VACANCIES AND PROMOTIONS

Section 1. New Classification. If the Employer establishes a new job classification within the bargaining unit, the rate of pay for the new job classification shall be determined by the County. The County will then advise the Union of the new job classification, its general job description or assignments, and the rate of pay determined by the County. In the event the Union does not agree with the rate of pay established by the County, the Parties' respective Bargaining Committee will meet to negotiate the rate, and further, if an impasse in bargaining is reached, it will be referred to the grievance procedure for disposition.

Section 2. Classification Modification. If the County modifies an existing classification by introducing new equipment or requiring additional skills and/or responsibilities, the following shall apply:

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

(b) Whenever a job description is modified or amended, the Employer will provide a copy of the new job description and a copy of the previous job description to the Union President at once. The following procedure will apply when the Employer amends the job description, including but not limited to duties and qualifications: whenever the qualifications of a classification are changed, employees who are employed in the position at the time that the job qualifications are modified will be considered as having those qualifications and will be retained in the modified position. Any departmental employee (not program specific) who was employed by the Employer prior to the Employer modifying the qualifications of any position in the bargaining unit, will be required to meet the qualifications of the immediately previous job description for such position.

(c) The Employer may amend or modify the duties or responsibilities associated with a job, as stated above. However, if in the opinion of the Union the modification so changes the nature or character of the job that the job no longer fits an existing classification, then the procedure described under Section 1, New

death and dismemberment in the same amount. For eligible employees, such coverage shall become effective ninety (90) days after an employee's first day of work. Employees may voluntarily, through payroll deductions, choose to purchase additional life insurance.

Section 3. Insurance Carriers. The County reserves the right to change insurance carriers, both with respect to the group hospitalization and the group term life insurance, as long as coverage is continued as outlined in Section 1 and APPENDIX "C", and as long as all employees retain coverage for pre-existing conditions which occurred while covered by any County health insurance plan.

Section 4. Benefits in Accordance with Policies. All hospital/health care insurance and/or life insurance benefits provided pursuant to this Agreement shall be subject to the terms, provisions and conditions of the applicable policy or policies; and if any such insurance provisions of this Agreement are contrary to or inconsistent with the terms, provisions, and/or conditions of the applicable insurance policy or policies, the insurance policy or policies shall control.

Section 5. Continuation/Termination of Insurance Coverage. Insurance coverage continues through the employee's last day of work. Employees who terminate their employment may continue insurance coverage by paying the actual cost of such coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA). Employees who are on Leaves of Absence Without Pay or on suspensions without pay may continue insurance coverage by paying the actual cost of such coverage for the duration of the Leave of Absence Without Pay or suspension without pay. Failure to prepay any month's premium to the Personnel Department by the 15th of the month prior to the month of coverage results in loss of benefits; once lost, the benefits cannot resume, until the employee returns to work. Such insurance shall be continued only for the periods prescribed and to the extent allowed by the applicable policy or policies of insurance.

Section 6. Health Care Insurance for Retirees. Employees who retire under the auspices of the County Retirement System, by moving directly from active status to retired status, may elect to be covered under the Hospitalization, Surgical, Medical Plan offered to County employees, provided they pay fifty percent (50%) of the medical insurance premium. Retirees may also elect to have dependent medical insurance coverage, provided they pay the entire insurance premium, less 50% of the premium for a single employee.

Section 7. Opt Out of Health Insurance Coverage. Effective January 1, 1996, employees may opt out of the health insurance coverage offered by the County. Employees who so choose to opt out of health insurance coverage do not pay the required premium co-payment deduction referenced in Article 14, Section 1. Employees who choose to opt out of health insurance coverage must complete the required form. Employees may opt back into the health insurance program offered by the County during open enrollment of each calendar year or if a qualifying event (defined on the opt out form) occurs.

Section 8. Weekly Short Term Disability Insurance. Weekly Short Term Disability Insurance: Employees, on an approved medical leave, who have exhausted all of their accumulated sick leave may apply for short term weekly disability compensation. Eligible employees may receive 66 2/3% of their normal weekly income not to exceed a maximum payment of \$500.00 per week. Eligibility

conditions, established by a carrier of the County's choosing, must be satisfied prior to the commencement of any payments. Employees may also be required to furnish proof of continuing disability.

ARTICLE 15

MEDICAL EXAMINATIONS

Section 1. Medical Releases.

(a) Employees who are off work for medical reasons for a period in excess of ten (10) consecutive workdays and who do not have a medical release from their doctor may be required to have a medical examination by a County appointed doctor.

(b) If the employee is not allowed to return to work until such examination is completed, the County will make arrangements for such examination without undue delay and all such costs will be paid by the County.

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

ARTICLE 16

VACATIONS

Section 1. Vacation Schedule. Subject to and in accordance with the provisions of this Article, general employees shall earn vacations with pay according to the following schedules:

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

<u>Year of Service</u>	<u>Rate of Earning</u>
One (1) - Four (4) Years	Two (2) weeks
Five (5) - Twelve (12) Years	Three (3) weeks
Thirteen (13) - Twenty (20) Years	Four (4) weeks
Twenty-one (21) and beyond	Five (5) weeks

Section 2. Vacation Scheduling. Vacations must be scheduled in advance with the employee's supervisor. In cases of scheduling conflicts seniority shall govern, provided that a written request is submitted by March 31 of each calendar year; vacation requests received during the time period January 1 and March 31 of the calendar year will be determined on a first to submit basis.

Section 3. Leaves of Absence Without Pay.

(a) An employee may request and his Department Head may grant, with the concurrence of the Personnel Director, a Leave of Absence Without Pay for a period of not less than one (1) or more than six (6) months.

(b) Vacation Allowance, Sick Leave benefits, and credited service in the Berrien County Employees Amended Retirement Plan do not accrue during a Leave of Absence Without Pay. If the leave of absence without pay is longer than three months, the employee's normal step increase date will be modified by the length of time off work.

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

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

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

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

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

Section 5. Bereavement Leave.

(a) An employee who has completed his probationary period shall be granted a maximum of five (5) work days as Bereavement Leave following the death of a member of his immediate family, as provided below. As used in this Section, the term "immediate family" includes: an employee's spouse, children, parents or step-parents. A maximum of three (3) work days may be utilized as bereavement leave in the event of a death of an employee's stepchildren, sisters, step sisters, brothers, stepbrothers, grandparents, grandchildren, his spouse's parents, brothers, sisters and grandparents, and any other relatives residing in the employee's household provided the employee attends the funeral or memorial service and the last day of the leave is within one (1) week of the death. In the event of extenuating circumstances (such as a delayed funeral or memorial service), this leave may be taken at a later date with the written approval of the applicable elected official, or in departments not headed by an elected official, the Human Resources Director. In the event of a death of an aunt or uncle of the employee, an employee may utilize one sick day for Bereavement Leave, subject to the conditions set forth for use of bereavement leave.

mutually acceptable arrangements for return to work, except when the failure to notify and return to work is due to circumstances beyond the control of the employee, shall be deemed terminated and shall have no further right to re-employment.

Section 2. Medical Leave.

A medical leave of absence is required if an employee is away from work due to illness or injury, with or without pay, for a period of five (5) working days or longer. The medical leave request form and doctor's certification form should be completed prior to the leave start date.

An employee may also be eligible for time away from work under the provisions of the family medical leave act (FMLA). This time is for personal injury or illness (medical leave / FMLA) or for time necessary to attend to a family member's illness as allowed under FMLA (family leave / FMLA).

Any use of accumulated sick and / or vacation time for absences under the collective bargaining agreement or the county's policy on FMLA for illness or injury will run concurrently with time approved under the FMLA. The use of vacation time is at the employee's discretion.

A medical leave of absence, whether with or without pay, approved under this section shall not exceed six months from the first day of the leave. Any extension beyond six months is subject to approval by the Personnel and Human Services Committee (PHSC) of the Board of Commissioners.

The County will keep a position vacant for up to six months while an employee is on medical leave. If the employee is unable to return to work after six months, the position may be filled. If a leave beyond six months is approved by PHSC, and if the employee is released to return to work after the subsequent leave, the County will attempt to place the employee in a position similar to that held prior to the leave. If no position is available, the employee will be offered the opportunity to fill the first vacancy in the department in the same or lower classification for which he/she has the minimum education/experience/skills. If the employee refuses to accept a position under this section, he/she shall be deemed terminated and shall have no further re-employment rights with the County.

An employee on medical leave may request approval to return to work prior to the scheduled ending date of the leave. The employee must provide the department head with written verification by the medical provider of the employee's release to return to work.

An employee on medical leave shall keep the County informed of any relevant change in his/her condition or circumstances affecting the leave. The County may periodically require the employee to verify the continued reason and need for the leave. Failure of the employee to respond to requests of this nature may result in revocation of the leave and shall be grounds for termination of the employee.

Section 3. No Accumulation. Vacation Allowance does not accrue during any Unpaid Leave of Absence, a Suspension Without Pay, or Layoff.

Section 4. Maximum Accumulation. Accumulated Vacation Allowance may not exceed thirty (30) days. Accumulated Vacation Allowance is paid upon separation or Layoff.

ARTICLE 17

RETIREMENT PLAN

Section 1. Membership. All Employees are required to be members of the Berrien County Employees Amended Retirement Plan, subject to the conditions of the Plan.

Section 2. Participation.

(a) Employees contribute six and eighty nine hundredths percent (6.89%) of gross wages to the Plan. Employees' contributions shall be tax deferred.

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

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

(1) A multiplier of 2.2%.

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

(3) Vesting will occur after five (5) continuous years of credited service for those employees hired before 12/31/2010. Vesting will occur after ten (10) continuous years of credited service for those employees hired on or after January 1, 2011.

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

(a) the designated survivor pension beneficiary files a written application for the pension with the plan administrator; and

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

Section 3. Pop-Up Provision

Effective January 1, 1990, when an employee selects a beneficiary option at the time of retirement and the beneficiary is subsequently removed as a result of death, the retirement selection shall automatically revert to the Straight Life Allowance.

ARTICLE 18

SICK LEAVE AND WORKERS' COMPENSATION

Section 1. Sick Leave:

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

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

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

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

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

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

(iv) Additionally, in the event of the absence of an employee for five (5) working days or more for illness, injury or disability, the County may require the employee to submit to an independent medical examination by a physician designated and paid by the County.

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

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

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

(g) Family Illness. If approved by the department head, when an emergency exists in the employee's immediate family, he may use accumulated Sick Leave to avoid salary deductions. For purposes of this subsection "immediate family" shall be defined as: spouse, child, and any other member of the employee's household.

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

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

(j) Personal Day. An employee may use two (2) days as Personal Leave Days every calendar year provided that the Personal Leave Days are scheduled in advance with the employee's department head. One day shall be deducted from accumulated sick leave and one day shall not be deducted from accumulated leave bank.

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

Section 2. Workers' Compensation.

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

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

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

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

ARTICLE 19

LEAVES OF ABSENCE

Section 1. Leaves of Absence Generally. Except for absences expressly authorized and approved pursuant to other specific provisions of this Agreement (i.e., paid vacations, paid holidays, etc.), employees shall not be absent from work without an approved leave of absence, as provided for in this Article. An employee who is absent three (3) days or more without notifying the Employer and making