

AGREEMENT

between

JUDGES OF BERRIEN COUNTY TRIAL COURT

and

POLICE OFFICERS LABOR COUNCIL

EFFECTIVE JANUARY 1, 2011, THROUGH DECEMBER 31, 2013

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Effective January 1, 2011

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AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of October, 2010, effective January 1, 2011, at St. Joseph, Michigan, by and between the **JUDGES OF THE BERRIEN COUNTY TRIAL COURT**, hereinafter referred to as the "Employer," and the **POLICE OFFICERS LABOR COUNCIL**, hereinafter referred to as the "Union."

RECOGNITION

Section 1.1 Collective Bargaining Unit. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for all employees in the Unit described as follows: "The five (5) full-time Courtroom Security Officers (formerly known as the Courtroom Officers of the Fifth Judicial District Court) of the Berrien County Trial Court, excluding all other employees of the Trial Court." The parties agree that these positions will be the same as the positions that are currently held by bargaining unit members at the time of the current collective bargaining agreement. If a bargaining unit employee resigns, is discharged for just cause, or is subject to a layoff and a replacement is hired, the employer will place that employee in the bargaining unit position.

ACCESS

Section 2.1 Access. An accredited representative of the Police Officers Labor Council will be granted admission to the Court during regular working hours for the purpose of investigating or adjusting grievances, provided notice is given in advance to the Employer. In no event shall any such representative interfere with the normal operations of the Court.

UNION SECURITY

Section 3.1 Union Membership.

Agency Shop. All employees in the bargaining unit, upon completion of thirty (30) days of employment, shall pay dues or a representation fee to the Union in the amount uniformly required of membership for the duration of this Agreement.

Section 3.2 Payroll Deduction.

(a) **Representation Fee Deduction.** Upon receipt of a voluntary written authorization for payroll deduction, the Employer shall deduct from the pay of such employee the dues or representation fee in the amount certified by the Union to the Employer each January, provided such authorization is received prior to the first day of the payroll period during which deductions are to be made and provided that there are sufficient earnings for such deductions. Once each month the Employer shall forward, by check, to the designated representative of the Union, such sums deducted.

(b) **Certified Change.** Deduction amounts for representation fees shall not be subject to change except for one (1) adjustment each contract year by the Union upon providing thirty (30) days written notice of such change to the Employer.

Section 3.3 Hold Harmless Provision. The Union agrees to indemnify and hold the Employer harmless concerning any and all claims made against it concerning the deduction of dues or representation fees, as provided above.

MANAGEMENT RIGHTS

Section 4.1 Rights. It is hereby agreed that the customary and usual rights, powers, functions and authority of management are vested in the Berrien County Trial Court. These rights include, but are not limited to, those provided by statutes or law, along with the right to direct, hire, promote, transfer, and assign employees; to investigate, suspend, demote, discharge for just cause, or to take other disciplinary action that is necessary to maintain the efficient operation of the Court; to increase or decrease the working force; to close or discontinue any or all operations; to determine the work to be performed, the equipment and facilities to be used; to establish and/or change classification of work and the methods, means and procedures for performing the work; to subcontract work; to make and enforce reasonable rules and regulations relating to personnel policies, procedures and working conditions; to schedule hours and shifts of work, including overtime. It is expressly understood that the Berrien County Trial Court, herein referred to as the Employer, hereby retains and reserves all its inherent and customary rights. The Employer agrees that it will not exercise these rights in violation of any specific provision of this Agreement.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1 Definition of Grievance. A grievance is defined as a dispute over the meaning and application of this Agreement, which is raised by an aggrieved employee or by the Union during the term of this Agreement.

Section 5.2 Grievance Procedure. All grievances shall be processed in accordance with the following procedures:

Step 1. Within five (5) days from the event which caused the grievance an employee shall submit the grievance in written form to the Trial Court Administrator. A meeting shall be held within five (5) working days after the receipt of such grievance. The Employer is represented at this step by the Trial Court Administrator; the Union shall be represented by the steward, and either party may request the presence of the grievant(s). The Trial Court Administrator will reply, in writing, to the grievance within five (5) working days following the meeting in this Step 1.

Step 2. If the grievance is not satisfactorily settled in Step 1, the grievance may be appealed to the Trial Court Chief Judge within five (5) days following the Trial Court Administrator answer in Step 1. The Trial Court Chief Judge shall meet with the steward to discuss the grievance. This meeting will be held within twenty (20) calendar days, or longer if mutually agreed to and confirmed in writing, of the Union's appeal to Step 2. Each party may have two non-employee representatives present, if desired. The Employer shall give his decision within ten (10) days following said meeting.

Section 5.3 Policy Grievance. A grievance filed by the Union shall relate to the bargaining unit as a whole or as a matter of policy and may be initiated in Step 1 of the Grievance Procedure.

Section 5.4 Arbitration. Within twenty (20) calendar days following receipt of the Employer's answer in Step 2, the Union may request arbitration on a grievance which is arbitrable. The Trial Court Chief Judge shall be given, in writing, a notice of appeal to arbitration.

Section 5.5 Selection of Arbitrator. If notice of appeal to arbitration is given under Section 5.4 above, the Parties shall, within ten (10) working days, attempt to agree mutually to the selection of an arbitrator. If the Parties are unable to agree upon an arbitrator, the Union shall request the Federal Mediation and Conciliation Services for its assistance in selection of an arbitrator according to its rules and regulations.

The fees and expenses of the arbitrator shall be shared equally between the Employer and the Union in the case of a divided award. The Union shall bear this cost of arbitration if the grievance is denied, and the Employer shall bear this cost of arbitration if the grievance is sustained.

Section 5.6 Arbitrator's Powers. The Employer, the Employees, the Union, and the independent arbitrator shall be subject to the following:

(A) The arbitrator shall be empowered to rule only on a grievance(s) which involves an interpretation, application, or claim of violation of this agreement.

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

(C) It shall not be within the jurisdiction of the arbitrator to change an existing wage rate or rule upon the exercise of the Employer's rights not otherwise specifically abridged by this agreement.

(D) 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 their judgment 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 their judgment for that of the Employer as to the reasonableness of any penalty without an expressed finding that the Employer acted arbitrarily, capriciously and without reason shall render their 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 attorney fees, incurred in defending such appeal.

(E) The arbitrator's decision on an arbitrable matter within his jurisdiction shall be final and binding upon the Employees, the Union, and the Employer provided, however, that either party retains all legal rights to challenge arbitration and decisions thereof, where the

award was procured by fraud or undue means or where the arbitrator was guilty of misconduct or exceeded his powers or jurisdiction.

(F) The cost of arbitration shall be shared equally between the Employer and the Union in the case of a divided award. The Union shall bear the cost of arbitration if the grievance is denied, and the Court shall bear the cost of arbitration if the grievance is sustained.

Section 5.7 Grievance Form. All grievances must be filed promptly and must be reduced to writing on a form provided by the Court. The written grievance form, which shall be signed by the aggrieved employee, shall include at least the date the grievance arose, the specific facts involved, the Section of this Agreement allegedly violated, and the relief sought.

Section 5.8 Grievance Investigation. A grievance may be presented in accordance with the grievance procedure. The investigation, discussion and settlement of a grievance shall be done outside of working hours, unless the Parties agree that it is necessary to investigate, discuss or settle a particular grievance during working hours. No employee shall leave his workstation for the purpose of presenting or processing a grievance without first obtaining permission from the Trial Court Administrator.

Section 5.9 Time Limits. If any steps or action provided for in the grievance and arbitration procedure are not taken, or appeals herein provided for are not taken or filed, or notice is not given within the time limit specified, then the grievance shall be deemed final and settled on the basis of the Employer's last reply. If the Employer's reply is not timely given at any stage of the above procedure, then the grievance may be appealed to the next step in the grievance procedure, as specified. Any of the time limits set forth herein may be extended by mutual agreement of the Parties in writing.

Section 5.10 Lost Time. Any employee who is required to attend a joint Employer-Union grievance meeting during his scheduled working hours shall suffer no loss of pay for his attendance.

Section 5.11 Grievance Settlements. All grievance settlements shall be reduced to writing and signed by the Trial Court Chief Judge.

Section 5.12 Multi-Forums. No claim concerning wages, hours or other terms and conditions of employment shall be submitted or processed through the grievance and arbitration procedures provided herein, if such claim is the subject of an action in some other forum. This provision does not include a claim presented to the Workers' Disability Compensation Bureau or the Michigan Employment Security Commission.

Section 5.13 Insurance and Pension. The following shall not be submitted or processed through the grievance and arbitration procedures provided herein:

1. A dispute between an employee or retired employee and the Berrien County retirement system over benefits to be provided pursuant to Section 14.3.
2. A dispute between an employee or retired employee and an insurance carrier over insurance benefits to be provided pursuant to Section 14.1, Section 14.2, and Section 14.4.

DISCIPLINE

Section 6.1 The Employer agrees that it shall not discipline an employee except for just cause.

Section 6.2 An employee shall be entitled to representation by a Union representative at any hearing or meeting at which the employee is in attendance and which is conducted by the Employer where such hearing or meeting may lead to disciplinary action. The Employer shall notify the employee of the purpose of such a hearing or meeting prior to its commencement.

Section 6.3 The Employer shall reduce to writing all charges or alleged violations prior to invoking disciplinary action against an employee. A copy of said charges or alleged violations shall be provided to the employee and the Union. Such charges or alleged violations shall cite the specific regulation or appropriate law/ordinance which the employee is alleged to have violated.

Section 6.4 The Police Officers Labor Council representative shall be given a copy of all reports, complaints or other information filed by an employee, supervisor or any other officer or department, or department head or any such complainant whomsoever, which are the basis for disciplinary action, at the time the disciplinary action is initiated.

SENIORITY

Section 7.1 Definition of Seniority. Seniority, in the bargaining unit, shall be defined as the length of the employee's continuous service with the Court, dating from the employee's last date of hire, or date of transfer into the bargaining unit, whichever is later. (In the event that two or more employees have the same seniority date, the individual having the lowest last four digits in social security number shall have ranking seniority.) Seniority shall become effective upon the completion of the probationary period.

Employees with contiguous County of Berrien employment, who transfer to this Employer, shall be credited with that time in regards to the following economic benefits only: vacation accumulation, sick leave accumulation, and pension.

Section 7.2 Probationary Period. All new employees and employees who have rehired after loss of seniority in accordance with the terms of this Agreement shall be considered probationary employees for the first twelve (12) months after hiring or rehired, during which period they may be discharged, disciplined or suspended without regard to the provisions of this Agreement, and without recourse to the grievance procedure.

Section 7.3 Loss of Seniority. Seniority shall be broken and employment terminated when an employee:

- a) Quits.
- b) Is discharged for just cause.

- c) Is absent for three (3) workdays without notifying the Court of the reason for his absence and without subsequent permission from the Court to be absent provided, however, that permission will not be unreasonably withheld.
- d) Accepts other employment while on a leave of absence without prior written approval from the Trial Court Chief Judge.
- e) Fails to report for work at the termination of an authorized leave of absence without prior permission from the Trial Court Chief Judge.
- f) Fails to return to work within fourteen (14) calendar days after receipt of the Employer's notice of recall by certified mail to the employee's last known address.
- g) Provides a false reason for requesting a leave of absence or engages in other employment during such leave of absence.
- h) A settlement with the employee has been made for total disability.
- i) The employee retires.

Section 7.4 Job Postings. All unionized Courtroom Officer positions will be posted in the Court for a period of not less than five (5) calendar days, concurrent with the county posting.

LAYOFF AND RECALL

Section 8.1 Layoffs. In the event that a reduction in the workforce becomes necessary, the first employees to be laid off from the Court shall be those employees who are on probation. If further layoffs are necessary, those employees with the least amount of seniority shall be laid off. The Employer shall give two (2) weeks advance notice of a layoff, unless such notice is impracticable due to emergency or unusual circumstances.

Section 8.2 Recall. In the event that the work force is increased, recall to work shall be in the inverse order of layoff from work. An employee shall have recall rights to his former job for a period equal to his length of seniority or twenty-four (24) consecutive months, whichever is shorter.

Section 8.3 Seniority List. Upon request, the Employer shall provide the Union with a copy of the seniority list once a year, or at other times when there are changes thereto.

HOURS OF WORK AND OVERTIME

Section 9.1 Workweek. The workweek shall be forty (40) hours, so that an employee will normally have available 2080 hours of work in a year.

Section 9.2 Overtime. An employee shall be paid overtime pay for hours worked in excess of eight (8) hours per day. Overtime shall be paid at the rate of time and one-half (1-1/2) the employee's regular, straight-time hourly rate

Section 9.3 Weekend Court. An employee shall be paid overtime pay for all time worked on Saturdays and Sundays. An employee shall be paid for a minimum of two and one-half (2-1/2) hours for Saturday and Sunday work.

Section 9.4 Scheduled Weekend Work. The Employer and the Union agree that the present practice of members of the Bargaining Unit being able to exchange scheduled Saturday and Sunday work shall continue.

Section 9.5 Compensatory Time. Employees shall be allowed the option of receiving compensatory time off in lieu of overtime pay pursuant to Section 9.2 and 9.3, and Holiday premium pay pursuant to Section 11.5. Such compensatory time off shall accrue at the rate of one and one-half (1-1/2) hours of compensatory time off for each hour of overtime worked. The maximum accumulation of compensatory time off shall be forty (40) hours. The utilization of accrued compensatory time off shall be based on the scheduling needs of the Employer and at the Employer's discretion. The employees shall indicate their choice when time slips are submitted.

LEAVE OF ABSENCE

Section 10.1 Personal Leave. Personal leaves of absence without pay and without benefits may be granted by the Trial Court Administrator subject to the following:

- a) Requests for personal leaves must be in writing and submitted to the Trial Court Administrator.
- b) Personal leave may be granted for a period of sixty (60) days, and an extension for an additional thirty (30) days may be granted.
- c) Seniority shall be accumulated during any personal leave.
- d) Personal leaves will not be granted for the purpose of obtaining and/or working in other employment, unless such employment is for Union business.

Section 10.2 Paid Sick Leave.

Employees shall be eligible for sick leave at their regular straight-time rates of pay in accordance with the provisions of this section. Sick leave shall be allowed to be accrued at the rate of 4.0 hours per pay period beginning with the employee's date of hire with the Court. Sick leave may accumulate to a maximum total of 150 days (1,200 hours). Unused sick leave is not payable upon separation. Accumulated and unused sick days shall, at the time of employee's retirement, be added and counted as days worked for purposes of calculating pension benefits. The maximum time to be thus allowed will be six (6) additional months credited service (e.g., based upon 130 days of accumulated, unused sick days). Sick leave does not accrue during any unpaid leave of absence, including a medical leave of absence, during a suspension without pay or during a lay off.

- a) Employees shall report their absences before or at the beginning of their normal working day by using a designated telephone number, or as otherwise may be determined by the Trial Court Administrator.
- b) An Employee eligible for sick leave with pay may use such sick leave, when arranged for and approved by the Trial Court Administrator or his/her designee, when the employee is absent because of sickness or injury. Employees may be required to

furnish satisfactory evidence of illness. The submission of a doctor's certificate or report from the employee's treating physician shall be considered satisfactory evidence for the purpose of this section.

- c) An employee may use accumulated sick leave, when approved by the Trial Court Administrator, for unusual circumstances or emergencies that may exist in the immediate family or for personal medical or dental appointments.
- d) Employer and Union subscribe to intentions outlined in family medical leave act as per Berrien County Policy #4080 titled "Family and Medical Leave of Absence" dated February 19, 2008.

Section 10.3 Workers' Compensation Supplement. The Employer shall provide Workers' Compensation Supplement, which will:

- a) Allow an employee to use his accumulated sick leave on a pro rata basis to supplement his workers' compensation benefits, so that the employee does not suffer a reduction in pay; and
- b) Upon exhaustion of an employee's accumulated sick leave, the Court shall supplement an employee's workers' compensation benefits so that the employee will receive full pay for a period of six (6) months after his sick leave is exhausted.

Section 10.4 Bereavement Leave. In case of death of an employee's spouse, children, grandchildren, or parents, the employee shall be granted five (5) working days leave of absence with pay to attend the funeral and to take care of pre and post funeral arrangements.

In case of death in his or her extended family, an employee shall be granted a leave of absence with pay to attend the funeral, provided that such leave shall not exceed three (3) working days. Extended family shall be defined as grandparents, sisters, brothers, stepparents, stepsisters, stepbrothers, stepchildren, brother-in-law, sister-in-law, and his/her spouse's parents, spouse's grandparents, or any other relative residing in the employee's household.

Additional bereavement time may be granted upon request to an employee by the Trial Court Administrator.

Section 10.5 Military Leave. Re-employment rights of veterans will be in accordance with applicable State and Federal law. Employees who are in the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay, if their regular pay exceeds their military pay. In addition to any pay differential, an employee may use accrued vacation leave when he is on full-time, active duty in the Reserve or the National Guard, provided proof of service and pay are submitted. A maximum of fifteen (15) calendar days per year shall apply to any pay differential.

Section 10.6 Union Leave. Upon seven (7) calendar days advance notification in writing to the Trial Court Administrator from the Steward, the Employer shall allow one (1) employee, without loss of pay, to attend functions of the Union provided that the total days for said leave shall not exceed three (3) days per year.

HOLIDAYS

Section 11.1 Holidays. For the purpose of this Agreement, the following days shall be recognized as holidays:

New Years Day	January 1
Martin Luther King Day	Third Monday of January
Presidents Day	Third Monday of February
Spring Holiday	Good Friday
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September
Veterans Day	Second Monday of November
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Friday after Thanksgiving
Extra Christmas Holiday	Varies*
Christmas Day	December 25

* The Extra Christmas Holiday is to be the last working day before the day on which Christmas is celebrated, except when said day is a Monday or Thursday, in which case the extra Holiday will be the day after Christmas is celebrated.

Section 11.2 Personal Days. An employee may take two personal leave days per anniversary year based on employee's date of hire. One personal leave day will not be subtracted from accumulated sick leave and one personal leave day will be subtracted from accumulated sick leave, if used. The personal leave day may not be taken in conjunction with a paid holiday or scheduled vacation, unless approved by the Trial Court Administrator.

Section 11.3 Holidays on Saturday or Sunday. If a holiday falls on a Sunday, the holiday shall be celebrated the following Monday. If the holiday falls on a Saturday, the holiday shall be celebrated on the preceding Friday.

Section 11.4 When a holiday falls within an employee's scheduled vacation or during paid sick leave when he is receiving paid sick days, as provided in this agreement, or while an employee is off work as the result of a Worker's Compensation during his first ninety (90) days of such being off work, the employee shall receive compensation for that day as a holiday and shall not be charged for such day as a vacation day or a sick leave day, nor shall his Worker's Compensation pay, if applicable, be affected thereby.

Section 11.5 If an employee works on a holiday recognized in this labor agreement, he shall receive, in addition to his regular pay, time and one-half (1-1/2) for all hours worked.

VACATION

Section 12.1 Vacation Eligibility. Eligibility for vacations shall be based upon date of hire as defined in Section 7.1.

Section 12.2 Vacation Benefits.

- a) Vacation time is earned biweekly at the end of each pay period beginning with the employee's date of hire.

- b) Vacation leave will accrue per pay period according to the following schedule:
- 3.1 Hours per pay period (two weeks annually) during the first three (3) years of employment.
 - 4.7 Hours per pay period (three weeks annually) beginning with the employee's fourth (4th) through thirteenth (13th) years of employment.
 - 6.2 Hours per pay period (four weeks annually) beginning with the employee's fourteenth (14th) through nineteenth (19th) years of employment.
 - 7.7 Hours per pay period (five weeks annually) beginning with twentieth (20th) year of employment and each year thereafter.

Section 12.2(c) Vacation leave may accumulate up to but not exceeding two hundred forty (240) hours or thirty (30) days.

Section 12.3 It is expressly agreed that an employee may not use or be compensated for any vacation until after the completion of one (1) year of continuous employment.

Section 12.4 Vacation Scheduling. Vacation time off will be approved by the Trial Court Administrator or designee upon receiving a request in writing. The Trial Court Administrator shall determine the number of Court Officers who may be absent at any one time from the Court, and vacations shall be scheduled on the basis of the date the request is received, or, if two requests are received on the same date, on the basis of seniority.

WAGES

Section 13.1 Wages. The schedule of wage rates set forth in Appendix "A", attached hereto, and made a part hereof, shall be the agreed upon wage rates effective **January 1, 2011**, through **December 31, 2013**.

INSURANCE AND PENSION

Section 14.1 Healthcare Insurance.

The employer shall maintain hospitalization and medical insurance for employees and their dependents. This insurance shall provide coverage as outlined in Appendix "B". The employee shall contribute fifteen percent (15%) of applicable premium toward the cost of health insurance.

Coverage shall begin after the employee has completed ninety (90) days of continuous employment with the court.

Section 14.2 Dental and Vision

- a) Beginning January 1, 2005, dental and vision reimbursement dollars may be combined for use by an employee or their eligible family members. The maximum dollar limit, beginning January 1, 2011, will be nine hundred dollars (\$900). 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.

- b) Receipts must be received no later than the last day of the quarter in which service was rendered. If received after that day, consideration for payment will be delayed until the end of the quarter in which the submission occurs. Reimbursement will be issued on the third Thursday immediately following the close of the quarter. Receipts should be submitted to the County Administration Office, Administration Center, St. Joseph. All services must be rendered by a properly licensed Doctor of Dental Surgery (DDS or MD/DDS, for dental), or Optometrist or Doctor of Ophthalmology (for optical). Receipts must show the date of service, the service performed, for whom the service was performed, the cost of the service, and the amount of the patient's payment.
- c) If coverage for an employee or his/her dependent is available through his/her spouse, an Explanation of Benefits (EOB) form from the spouse's plan must accompany the receipt. The employee will be reimbursed for the difference between the charge(s) shown on the receipt and the amount paid by the spouse's plan (as shown on the EOB).
- d) The County reserves the right to contact the DDS, Optometrist or Doctor of Ophthalmology to confirm and/or clarify the information contained on the receipt.
- e) The County reserves the right to deny reimbursement for any claim for which inadequate information is provided by either the licensed Doctor of Dental Surgery (DDS or MD/DDS, for dental), or Optometrist or Doctor of Ophthalmology (for optical), or the employee.

Section 14.3 Life Insurance. The County shall pay to a reputable insurer of its choosing the required premium to provide group term life insurance coverage in the amount of fifty thousand dollars (\$50,000.00) to all full-time general employees covered by this Agreement. Coverage shall begin after the employee has completed ninety (90) days of continuous employment, and it remains in effect through the employee's last day of work.

Section 14.4 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 of Appendix "B", and as long as all employees retain coverage for pre-existing conditions which occurred while covered by any county health insurance plan.

Section 14.5 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 14.6 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 suspension 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 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. Such insurance shall be continued only for the periods prescribed and to the extent allowed by the applicable policy or policies of insurance.

Section 14.7 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 fifty-percent (50%) of the premium for a single employee.

Section 14.8 Sickness and Accident Insurance. Weekly Short-Term Disability Insurance: Employees on an approved medical leave who have exhausted all of their accumulated sick leave may apply for short-term weekly disability compensation. Eligible employees may receive 66 2/3% of their normal weekly income not to exceed a maximum payment of \$500.00 per week. Eligibility conditions, established by a carrier of the County's choosing, must be satisfied prior to the commencement of any payments. Employees may also be required to furnish proof of continuing disability.

Section 14.9 I.R.C. Section 125 Exemption. Section 125 of the Internal Revenue Code allows employee contribution toward the health insurance coverage to be taken from pre-tax dollars.

Section 14.10 Pension Plan. All Court Employees are required to be members of the Berrien County Employees Amended Retirement Plan, subject to the conditions of that plan.

- a) Effective the first pay period in 2011, employees contribute fourteen and twelve one-hundredths (14.12%) of gross wages to the plan.
- b) Employees' contribution shall be tax deferred.
- c) Normal retirement age shall be either age fifty-five (55), provided the employee has twenty-five (25) years credited service in the Court and is a member of the Pension Plan, or a member with at least five (5) years of credited service for any employee hired before January 1, 2011, and ten (10) years of credited service for any employee hired after January 1, 2011, and who is also at least 60 years of age.
- d) 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 two and eight-tenths percent (2.8%) for credited service earned prior to December 31, 2010. A multiplier of 2.2 % for credited service earned after January 1, 2011.
- 2) Allowing the use of up to six (6) months of unused sick leave to be rolled over into the pension computation at the time of retirement.
- e) If 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.
- f) Employees hired prior to January 1, 2011, vest at five (5) years of credited service and employees hired after January 1, 2011 vest at ten (10) years of credited service.

MISCELLANEOUS

Section 15.1 No Discrimination. The Employer and the Union agree that there shall be no discrimination, according to applicable state and federal law or regulation.

Section 15.2 Captions. The captions used in sections of this Agreement are for purpose of identification only and are not a substantive part of this Agreement.

Section 15.3

(a) Uniform Allowance. Each full-time Courtroom Officer shall be issued a uniform at the time of hiring at no expense to the employee. This uniform shall consist of two blazers, three pairs of slacks, three shirts, two neckties, and a badge. A terminated employee must return to the Trial Court Administrator all county owned property, including issued uniforms, before he is entitled to receive his final paycheck.

(b) Damaged Uniforms, etc. The Employer will replace or repair eyeglasses, watches, or uniforms damaged while the employee was engaged in the faithful performance of his job duties.

(c) CCW Permit Reimbursement. The employer shall reimburse the employees for the cost of renewing a mandated Carrying Concealed Weapon Permit (CCW) upon satisfactory proof of payment and receipt of the CCW Permit.

Section 15.4 Dry Cleaning and Laundering. Dry cleaning and laundering of uniforms utilized in the performance of duty will be provided by the Employer for all Courtroom Officers. The Employer shall designate dry cleaning businesses in Niles and St. Joseph, and it shall be the responsibility of the individual Courtroom Officer to see that his uniforms are dropped off and picked up at the designated business used.

Section 15.5 Work Assignment. The Union recognizes the Court's right to assign other Trial Court Employees to bargaining unit work, provided such assignment does not result in layoff within the bargaining unit.

Section 15.6 Bulletin Boards. The Employer shall allow space on Court bulletin boards to be used by the Union for posting notices and other official Union business.

Section 15.7 Copies of Agreement. The Employer shall provide all present and future Courtroom Officers a copy of this Agreement.

Section 15.8 Rules and Regulations. The Employer reserves the right to establish reasonable rules and regulations concerning employee performance and conduct not inconsistent with this Agreement. A written copy of any new rule or regulation shall be furnished to the Union, and the Union shall have ten (10) days thereafter to file a grievance on the reasonableness of such rule or regulation.

Section 15.9 Severability. Should any part of any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a decree of a Court of competent jurisdiction, each invalidation of such part or provision of this Agreement shall not invalidate any remaining part or portion hereof, and such remaining part or portion shall continue in full force and effect.

Section 15.10 Waiver. This Agreement contains the entire terms and conditions of the employment agreed upon between the Employer and the Union. The Parties acknowledge that there are no other agreements, either oral or written, express or implied, that cover the relationship of the Parties. Each Party hereby expressly waives the right to require the other to enter into further negotiations on any matter whether covered in this Agreement or not, and regardless whether such subject matter was or was not within the knowledge or contemplation of either or both of the Parties at the time they negotiated or executed this Agreement. This Agreement, however, may be extended by mutual agreement of the Parties in writing.

Section 15.11 Travel. Employees who are required by the Court to use their personal vehicles to report for work at a Court facility that differs from their normally assigned worksite shall be reimbursed for incurred mileage at the rate adopted by the Berrien County Board of Commissioners.

Section 15.12 Random Drug Testing. The employer may implement a random drug testing program, at the employer's expense, pursuant to the policy, procedures and guidelines implemented for nonunion employees of the court. If a member of this bargaining unit requests a "triple-split" of a specimen sample, the lab will provide a sample to the tested employee for that employee to seek an independent evaluation of the sample at the employee's own expense.

PROHIBITION

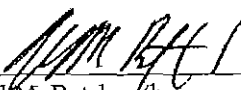
Section 16.1 No Strike. During the term of this Agreement or any written extension thereof, the Union will not instigate, condone, engage in, or take part in any strike, slowdown, stoppage of work, or any other action which would curtail or impede any of the operations of the Court. The Trial Court Chief Judge has the right, in his discretion, to discipline and/or discharge employees who violate this provision. If either Party elects to pursue any remedies it may have as a result of the breach of this section in any Court of competent jurisdiction, that Court and not an arbitrator shall determine whether or not this section has been breached.

DURATION

Section 17.1 This Agreement shall remain in full force and effect from January 1, 2011, to midnight December 31, 2013, and this Agreement shall continue in full force and effect from year-to-year thereafter, unless either the Union or the Employer shall notify the other in writing not fewer than sixty (60) days prior to the expiration of the term or an extended term of this Agreement of a desire to modify this Agreement. If either the Union or the Employer gives notices as is aforesaid to the other of a desire to modify any of the terms of this Agreement, then within fifteen (15) days, or longer time if mutually agreed upon, of the service of such notice, representatives of the Union and the Employer shall set a date and time to commence negotiations with respect to such modifications. If no agreement as to such modifications is reached before the expiration of the term, then this Agreement shall continue in full force and effect until the culmination of a full Agreement.

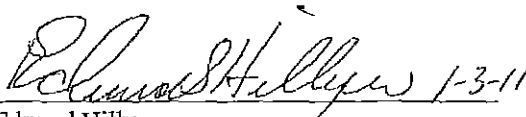
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 3rd day of January, 2011.

BERRIEN COUNTY TRIAL COURT:




Alfred M. Butzbaugh,
Trial Court Chief Judge

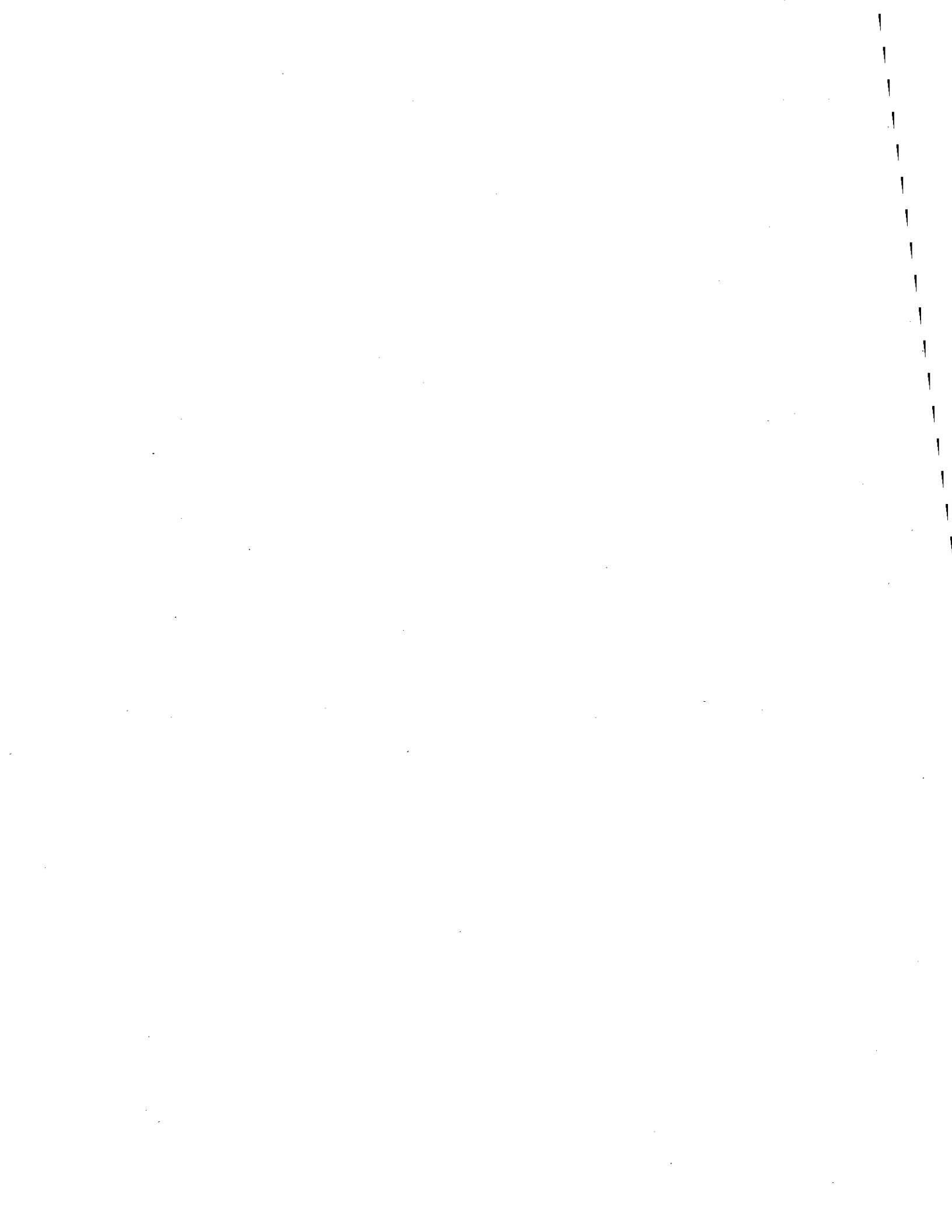
POLICE OFFICERS LABOR COUNCIL:



Edward Hillyer,
Field Representative, POLC



David A. Koern,
Chief Steward



APPENDIX "A"

The following pay scale reflects a 1.5% wage increase effective January 1, 2011, a 1.5% wage increase effective January 1, 2012, and a 1% wage increase January 1, 2013.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2011	\$31,680 (\$15.23)	\$33,264 (\$15.99)	\$34,927 (\$16.79)	\$36,674 (\$17.63)	\$38,507 (\$18.51)	\$40,433 (\$19.43)	\$42,490 (\$20.42)
2012	\$32,155 (\$15.45)	\$33,763 (\$16.22)	\$35,451 (\$16.95)	\$37,224 (\$17.89)	\$39,085 (\$18.78)	\$41,039 (\$19.73)	\$43,127 (\$20.72)
2013	\$32,477 (\$15.61)	\$34,101 (\$16.39)	\$35,806 (\$17.21)	\$37,596 (\$18.07)	\$39,476 (\$18.97)	\$41,449 (\$19.92)	\$43,558 (\$20.93)

Duration: January 1, 2011, through December 31, 2013.

APPENDIX "B"

BERRIEN COUNTY COMPREHENSIVE MAJOR MEDICAL PLAN SCHEDULE OF BENEFITS

DEDUCTIBLE	\$250.00 Individual \$500.00 Family
CO-PAYMENT	10%
MAXIMUM CO-PAYMENT	\$1000.00 Individual \$2000.00 Family
MAXIMUM ANNUAL COST	\$1250.00 Individual \$2500.00 Family
HOSPITAL PRECERTIFICATION	Required or 20% Reduction
SECOND SURGICAL OPINION	Required or 20% Reduction
EMPLOYEE CONTRIBUTION	15% of applicable premium (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
PRESCRIPTIONS	\$15 generic / \$30 non-generic 90-day supply via mail order service

Effective January 1, 2002, 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

