

**AGREEMENT**

**BETWEEN**

**ST. JOSEPH COUNTY BOARD OF COMMISSIONERS  
CIRCUIT COURT AND FRIEND OF THE COURT**

**and**

**CHAPTER OF LOCAL #2955  
MICHIGAN COUNCIL #25, AFSCME, AFL-CIO  
FOR CIRCUIT COURT AND FRIEND OF THE COURT EMPLOYEES**

**Termination Date: December 31, 2011**

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AGREEMENT

THIS AGREEMENT made this 2nd day of June, 2009 by and between the ST. JOSEPH COUNTY BOARD OF COMMISSIONERS, CIRCUIT COURT and FRIEND OF THE COURT OF ST. JOSEPH COUNTY, (hereinafter referred to as the "EMPLOYER"), and the CIRCUIT COURT and FRIEND OF THE COURT EMPLOYEES, CHAPTER OF LOCAL #2955, MICHIGAN COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "UNION").

ARTICLE I

UNION RECOGNITION; NO STRIKE CLAUSE;  
PAST PRACTICE CLAUSE

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment of the term of this Agreement for all employees of the 45th Judicial Circuit Court, including Friend of the Court employees, but excluding department managers, confidential employees, supervisory employees and employees in the Family Division of the Circuit Court.

Section 2. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 3. The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer in any way. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge.

Section 4. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships.

ARTICLE II

UNION SECURITY AND DUES CHECKOFF

Section 1. The Employer agrees to deduct Union dues or Union representation fees from employees' paychecks on the first and second payday of each month in equal amounts, effective the first payday of the month following the employee's successful completion of thirty (30) calendar days of employment, as outlined below.

Membership in the Union is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit.

Section 2. The Employer agrees to deduct from the wage of each individual employee in the bargaining unit who becomes a Union member, the Union's dues, or if not a member, a representation fee, subject to all of the following conditions:

A. The Union shall obtain from each of its members a completed and signed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.

B. All checkoff authorization forms shall be filed with the Finance Department, who may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no checkoff shall be made until such deficiency is corrected.

C. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a representation fee, after receipt by the Employer of a signed authorization card conforming to state and federal laws, and which sum shall accurately represent the amount for that employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.

D. The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.

E. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Finance Department within ten (10) calendar days after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.

F. The Union shall provide at least thirty (30) calendar days written notice to the Finance Department of the amount of Union dues and/or representation fees to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Finance Department at least thirty (30) calendar days prior to its implementation.

Section 3. Continued Employment. The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or representation fee within thirty (30) calendar days after that notice is received, the Union shall notify the Employer by certified mail of this omission. Fifteen (15) calendar days after receipt of notification by the Employer, the Employer shall terminate that employee. An exception to the above is as follows:

Any employee who is a member of and adheres to established and traditional tenets or teaching of a religion, body or sect which holds conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment except, that such employee shall be required, in lieu of paying the monthly Union dues uniformly required of all Union members, to pay sums equal to such dues uniformly required of Union members to a tax exempt charity.

Section 4. Hold Harmless and Indemnification. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fees, or in reliance upon any list, notice, certification or authorization furnished under this Article or the termination of an employee as

provided hereunder. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

Section 5. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

### ARTICLE III MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of the electors of the County, hereby retains and reserves to itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including by way of illustration, but without limiting the generality of the foregoing, the following rights: the management and administrative control of the Court and Friend of the Court and its properties and facilities and the work related activities of its employees; to determine employees' qualifications and the work related activities of its employees; to hire all employees, to determine the requirements for employees' continued employment, or their termination or dismissal; and to promote and transfer all employees; to schedule overtime; to determine schedules of working hours and days; to determine assignments and layoffs; to determine the duties, responsibilities, assignments and other terms and conditions of employment of all of its employees; to determine physical and/or psychological qualifications of employees; to determine functions, authority, amount of supervision and table of organization; to determine the policy affecting selection, testing, recruitment, training or hiring of employees; to determine or modify the responsibilities within a position; and to transfer or reduce personnel and to subcontract. 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. 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 Employer. In general all rights except such as specifically abridged or relinquished herein are reserved to the Employer.

### ARTICLE IV SENIORITY

Section 1. Seniority shall be determined in accordance with the employee's last date of hire.

A. "Last date of hire" shall mean the date on which an employee was hired since which he/she has not quit, retired or been discharged.

B. Regular part-time employees who qualify shall accumulate seniority at the rate of one-half (1/2) year for every one (1) year that is worked.

Section 2. The seniority list on the date of this Agreement will show the names, date of hire and job titles of all employees of the unit entitled to seniority.

Section 3. The Employer will keep the seniority list up to date at all times and will provide the Union with up-to-date copies every six (6) months upon request. The Employer shall send a copy of the seniority list to Michigan Council #25, at least once every six (6) months which shall include the address of each employee on record with the Employer.

Section 4. Loss of Seniority. An employee shall automatically lose his/her status as an employee and his/her seniority for any of the following reasons:

- A. He/she quits or retires.
- B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He/she is absent for two (2) consecutive working days without notifying the Employer unless the circumstances are beyond the employee's control. After such absence, the Employer will send written notification to the employee at his/her last known address that his/her employment has been terminated.
- D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure.
- E. He/she accepts employment elsewhere, unless otherwise provided herein, while on leave of absence or does not return to work immediately upon the expiration of a leave of absence, unless circumstances are beyond the employee's control.
- F. When he/she has been laid off for a period in excess of twenty-four (24) consecutive months or a period equal to his/her seniority, whichever is less.
- G. He/she is convicted or pleads guilty to a felony.
- H. Intentionally falsifies his/her employment application, excepting for employees no longer on probation as of October 24, 1990.

ARTICLE V  
LAYOFF AND RECALL

Section 1. The word "layoff" means a reduction in the working force. This provision shall apply to part-time and full-time employees.

Section 2. In the event of a layoff, the Employer will give the Union and affected employees at least fourteen (14) calendar days advanced notice of such layoff, in writing.

The Employer will determine which classification will be affected and the following procedure will be mandatory.

Probationary employees within the affected classification will be laid off first, provided the remaining employees have the present ability to perform the remaining work.



Seniority employees within the affected classification will be laid off in reverse order of seniority, provided the remaining employees have the present ability to perform the remaining work.

Employees who are laid off may bump into lesser paid classifications provided they have the present skill and ability to perform the work of the job they are bumping into. The employee must give the Employer written notice of the bump within seven (7) calendar days of layoff notice.

Section 3. Seniority as used in this Article shall refer to seniority by classification. However, employees who secure a position in any lesser paid classification through the bumping procedure shall henceforth have their bargaining unit seniority become their classification seniority in instances of future layoffs.

Section 4. When the working force is increased after a layoff, employees shall be recalled in the affected classification according to their seniority provided they have the present ability to perform the work. The recall period is limited to the equivalent of the laid off employees' seniority, or one (1) year, whichever is less.

Section 5. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail or hand delivered to the last known address or in person. If an employee fails to report for work within five (5) working days from the receipt of mailing of notice of recall or delivery, he/she shall be considered to have terminated his/her employment. Exceptions may be made by the Employer at its discretion. It is the responsibility of the employee to keep the Employer informed of his/her last known address in writing.

Section 6. In the event of a layoff, it is agreed that replacement part-time employees will not be used to supplement the work force.

ARTICLE VI  
GRIEVANCE PROCEDURE; UNION REPRESENTATION  
BARGAINING COMMITTEE

Section 1. A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

Section 2.

STEP 1. An employee and/or Union Representative who believes there is a grievance shall first discuss the matter with the Employer or his/her designee within five (5) working days after he/she becomes aware of or should have known the occurrence of the event upon which the grievance is based. The Employer shall be informed that the employee and/or Union Representative considers such discussion as Step 1 of the grievance process.

STEP 2. (a) If the matter is thereby not disposed of, it will be submitted in written form by a Union Representative to the Employer within five (5) working days after the discussion in Step 1. Upon receipt of the grievance, the Employer shall sign and date the steward's copy of the grievance.

(b) The Employer shall give its answer in writing to the Union Representative within five (5) working days of receipt of the grievance. The Union Representative shall sign the Employer's copy acknowledging receipt of the Union's copy.

STEP 3. (a) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer to STEP 2 meet with the Employer or its designated representative for the purpose of attempting to resolve the dispute.

(b) The Employer or its designated representative shall respond to Council #25 by giving an answer to the grievance in writing within five (5) working days after the meeting in (a) above.

STEP 4. If the dispute(s) remain unsettled, and the Council wishes to carry the matter(s) further, Council #25 shall:

(a) File a demand for arbitration with the Federal Mediation and Conciliation Service within thirty (30) days from the Employer's answer in STEP 3.

(b) The arbitration proceedings shall be conducted in accordance with the Rules and Regulations of Federal Mediation and Conciliation Service.

(c) The Arbitrator shall have no authority to add to, subtract from, change or modify the provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and Federal Mediation and Conciliation Service shall be shared equally by the Employer and the Union.

(d) After a demand for arbitration has been made, the Union and Employer representatives shall hold the arbitration within sixty (60) calendar days. If the arbitrator is not available within that sixty (60) days, another arbitrator shall be selected who will be available within that time frame. All arbitration shall be held within sixty (60) days unless the parties agree to extend the time in writing.

Section 3. Grievances which are not appealed by the Union within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Union. If the Employer does not answer within the time limits specified in the above grievance procedure, the grievance shall automatically process to the next step.

Section 4. It is understood and agreed that the time limits herein specified may be extended by mutual written agreement between the Employer and the Union.

Section 5. 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 contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract beyond Step 3. The employee must make his/her

election within five (5) days after the Step 3 answer is received. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

Section 6. Union Representation. The Employer recognizes the right of the Union to designate a Steward. The authority of the Steward so designated by the Union shall be limited to and shall not exceed the investigation and presentation of grievances.

The Steward, during his/her working hours, without loss of pay or time, may investigate and present grievances to the Employer, it being agreed that investigation shall be performed with a minimum of interference with work assignments and loss of working time. However, in no event shall the Steward leave his/her work for such purpose without first obtaining permission from his/her supervisor.

Section 7. Bargaining Committee.

A. The Bargaining Committee will include not more than two (2) employees. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

B. Two (2) employee members of the Bargaining Committee will be paid for the time spent in negotiations in the event they are normally scheduled to work during a bargaining meeting. Employees shall return to their workstation after negotiations have terminated, provided that there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift. Negotiations shall take place at mutually agreed upon times.

ARTICLE VII  
DISCHARGE OR SUSPENSION

Section 1. In the event a seniority employee under the jurisdiction of the Union shall be discharged or suspended from his/her employment and he/she believes he/she has been unjustly discharged or suspended such action shall constitute a case arising under the grievance procedure, provided the employee presents a written grievance with respect thereto within five (5) regularly scheduled working days after being discharged or suspended. Such grievance shall commence at the Third Step of the grievance procedure as provided in Section 2 of Article VI.

Section 2. The Employer will promptly, upon the discharge or suspension of an employee, notify, in writing, the employee and his/her steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

ARTICLE VIII  
NEW JOB CLASSIFICATION

If, during the life of this Agreement, a new job classification is created by the Employer, a temporary rate of pay for the new classification shall be established by the Employer; the Union will be

notified promptly in writing as to the temporary rate and the effective date thereof. If no objection to the rate thus set is registered with the Employer within thirty (30) calendar days after the temporary rate has been set, such rate shall become permanent. If the Union disagrees with the temporary rate, it shall serve a written notice upon the Employer within such thirty (30) days of its desire to negotiate with respect to such rate. Such negotiations shall be initiated within fifteen (15) calendar days after receipt by the Employer of such written notice. In the event the parties cannot reach an agreement, the Employer may implement its last best offer as permitted by law.

## ARTICLE IX TRANSFERS AND PROMOTIONS

Section 1. The Employer shall have the right to temporarily assign employees from one job to another to cover for employees who are absent due to illness, accident, vacation, leave of absence, vacant position, workers' compensation, etc. The transferred employee will be paid for all hours worked in excess of one shift at the first rate in the higher classification that is greater than the rate of pay received in his/her regular classification.

Section 2. When the Employer determines to fill a new regular job classification or a regular vacancy in an existing job classification, in the office of the Friend of the Court, such job or vacancy shall be posted on a bulletin board for a period of seven (7) working days, during which time employees may bid for such job vacancy. The posting shall include the application deadline date and time. From among those employees bidding therefore, the best-qualified employee, as determined by the Employer, will be awarded the job. An employee in the bargaining unit who is awarded the job or vacancy shall be given up to a thirty (30) day trial period. During this time, the Employer may require, or the employee may choose, to return to their previous position.

A. If there are no bidders for such posted job, or among those who bid therefore there are none who qualify therefore, the job shall be filled by hiring from outside of the bargaining unit.

B. In the event the senior applicant is denied the job, reasons for such denial shall be given in writing to the employee and his/her representative.

C. At the close of the posting, the Employer will provide the President with a copy of such posting, the name of employees who bid for the position and the employee to whom the job was awarded.

### Section 3. Transfers from and to Other Bargaining Units.

A. An employee transferring into this bargaining unit from another bargaining unit from the St. Joseph County Courts or an employee of the Board of Commissioners, will be credited with their prior seniority service for computing vacation and longevity only. It shall not be used for any other purpose, such as, but not limited to, layoff and recall. Any earned and accrued sick leave may also be carried over to this bargaining unit.

B. An employee transferring to a St. Joseph County Court under an AFSCME bargaining unit or a position with the Board of Commissioners shall be credited with their seniority service for computing vacation and longevity only, subject to and contingent upon that bargaining unit labor contract permitting same. It shall not be used for any other purpose, such as but not limited to, layoff and recall. Any earned

and accrued sick leave may also be carried over to that new unit if that labor contract permits same.

ARTICLE X  
WAGES; OVERTIME; JURY DUTY

Section 1. Wages.

A. Effective January 1, 2009 the compensation system covered by this Agreement shall be increased by two percent (2%). Effective January 1, 2010 the compensation system covered by this Agreement shall be increased by two percent (2 %). Wages for 2011 to be negotiated during the 4<sup>th</sup> quarter of 2010. The compensation system effective January 1, 2009, and January 1, 2010, is set forth in Appendix A-1 & A-2, which is attached hereto and by this reference made a part hereof.

B. Those employed on January 1, 1997 will advance to the next step on January 1, 1998. Those employed on January 1, 1997 that are placed on the minimum step will advance to the 6 month step on July 1, 1997. Part-time employees would advance to the 6-month step after completing 1040 hours and all other steps after 2080 hours.

C. Those hired after January 1, 1997 will advance to the next step based on their date of hire. Part-time employees would advance to the 6-month step after completing 1040 hours and all other steps after 2080 hours.

Section 2. Overtime.

A. Employees required to work in excess of eight (8) hours in one day, or on a Saturday, shall be compensated at time and one-half for such hours worked.

B. Employees required to work on Sunday shall be compensated at double time.

C. Employees required to work on designated holidays as defined in this Agreement shall be compensated at double time in addition to holiday pay.

D. Overtime will be authorized in advance by the Employer and noted on the time records.

Section 3. There shall be no duplication or pyramiding of overtime under the above provision.

Section 4. Jury Duty. Employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least one-half (1/2) hour remaining of scheduled work, or three (3) hours remaining of scheduled work if in Federal Court. Employees shall submit evidence of attendance at jury duty upon request.

ARTICLE XI  
HOURS OF WORK

Section 1. 40 Hour Work Week. The regular workday shall be Monday through Friday and consist of eight (8) hours. Employees shall be allowed a sixty (60) minute unpaid lunch period at or near the daily mid-point in addition to the eight (8) hour workday. They shall be permitted a fifteen (15) minute break in the morning and also a fifteen (15) minute break in the afternoon, or the first half and second half of their regular shift, whichever may apply.

Section 2. Regular Part-time Employees' Benefits. Regular part-time employees (not temporary) who work an average of at least twenty (20) hours per week for a continuous period of thirteen (13) weeks shall be entitled to paid holidays, accumulation of sick leave, vacation, longevity and seniority benefits on the basis of one-half (1/2) of a full-time employee's accrual. This benefit shall be retroactively applied after the qualifying period is served and shall continue until a regular part-time employee's average hours for a continuous thirteen (13) week period shall be less than twenty (20) hours per week. If a regular part-time employee works twenty (20) consecutive workdays at eight (8) hours per day, they shall accrue sick and vacation leave time at the full-time rate for the days worked at eight (8) hours. Holidays that fall after the twenty (20) consecutive workdays have been worked, will be compensated at eight (8) hours provided the employee is still working an eight (8) hour day.

ARTICLE XII  
LEAVES OF ABSENCE

Section 1. Personal Days. Each full-time employee shall be entitled to two (2) personal leave days each year which shall be deducted from earned sick leave. Each regular part-time employee who qualifies shall be entitled to one (1) personal leave day each year which will be deducted from earned sick leave. Personal leave days shall not accumulate from year to year. The employee shall obtain approval from the Employer or his/her designee prior to using a personal day and such approval shall not be unreasonably withheld.

Section 2. Sick Leave.

- A. Employees eligible for sick pay are full-time employees and regular part-time employees who qualify and who have been employed for thirty (30) calendar days, or more.
- B. Accumulated Sick Leave. Sick leave shall accumulate from the first day of employment in the following manner:
  - 1. Full-time employees shall accumulate sick leave at the rate of one-half (1/2) day per pay period - 13 days per calendar year.
  - 2. Regular part-time employees who qualify shall accumulate sick leave at the rate of one-quarter (1/4) day per pay period - six and one-half (6 1/2) days per calendar year.
  - 3. Unused sick leave may be accumulated from year to year up to a maximum bank of one hundred twenty (120) days.

C. When employment is terminated by resignation after completing six (6) years of employment, the employee shall receive fifty percent (50%) pay for all accumulated sick leave. Upon retirement or death, the employee, or in the case of death, the employee's estate, shall receive fifty percent (50%) pay for all accumulated sick leave.

D. No time will be compensated for as sick leave when that same time is being compensated for in some other way.

E. Utilization. An employee shall be entitled to utilize sick leave in the following instances:

1. In the event of illness, injury, temporary disability or exposure to a contagious disease endangering others.
2. For illness, injury or temporary disability in the immediate family and provided the employee's presence is required. "Immediate family" in such cases shall include the employee's spouse, children and any persons whose financial or physical care the employee is principally responsible.
3. For employee's doctor or dentist appointments and for doctor or dentist appointments for the employee's immediate family, as defined in 2 above, provided the employee's presence is required.
4. For illness, injury or temporary disability of the employee's legal mother or father when the employee's presence is required, but only up to a total of five (5) days per calendar year. A "day" shall be based on the equivalent number of hours normally worked by the employee in a day.

F. Medical Examination for Sick Leave Abuse. An employee who is on sick leave more than three (3) consecutive work days, or if the Employer has reasonable cause to believe that an employee is abusing sick leave, that employee may be required to present a signed, written statement from a physician stating they are physically able to return to work prior to starting work or that the absence was due to illness or injury. Any and all cost required to obtain such statement from a physician will be paid by the employee.

G. Physical and Mental Examination to Determine Standards of Fitness. The Employer reserves the right to require an employee, at the Employer's expense, if not covered by the employee's insurance, to take a physical or mental examination (1) if an employee is having difficulty in performing his/her duties, or (2) on return from any kind of medical leave of absence, such as sick leave or worker's compensation or sick and accident leave. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her choosing. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to perform an examination and to submit a report to the Employer and the employee, and the decision of such third doctor shall be binding on all the parties. The expense of the third doctor shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of that report, the Employer may take appropriate action.

H. In no event shall a medical leave of absence exceed one (1) year, although up to one (1) year may be granted under catastrophic circumstances with approval of the Employer.

Section 3. Bereavement Leave.

A. Up to five (5) consecutive work days leave from the date of death may be used as funeral leave for a death of a spouse, child or current stepchild upon proper notification to the Employer or his/her designee as soon as reasonably possible. The employee may request permission from the Employer to take allotted time non-consecutively subject to Employer's approval. The request and approval shall be reduced to writing as soon as possible following the death with a copy submitted with the time sheet to Payroll.

B. Up to three (3) consecutive work days leave from the date of death may be used as funeral leave for a death of a parent, brother, sister, father-in-law, mother-in-law, step-parent, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, aunt, uncle, upon proper notification to the Employer or his/her designee as soon as reasonably possible. The employee may request permission from the Employer to take allotted time non-consecutively subject to Employer's approval. The request and approval shall be reduced to writing as soon as possible following the death with a copy submitted with the time sheet to Payroll.

C. No day will be granted under (A) and/or (B) under this section if the employee fails to attend the funeral.

D. This section is for the purpose of providing compensation to an employee, which he/she would normally have received, for time lost from scheduled work and is not intended to provide for extra pay for days the employee would not normally have worked.

E. An employee selected to be pall bearer at a funeral of a deceased Circuit Court employee will be granted up to one-half (1/2) day off with pay for the time necessary to attend this funeral.

F. Additional time may be granted from vacation or personal leave banks or taken as unpaid time.

Section 4. Extended Unpaid Personal Leave.

A. An employee may request and may be granted up to the equivalent of an academic semester of unpaid personal leave for educational purposes with approval of the Employer. This leave would not be in addition to any other applicable leaves of absences that might apply.

B. The request shall be made in writing and shall state the reason for the leave, the proposed beginning and ending dates of the requested leave, and shall be signed by the employee and presented to the appropriate department manager or designee.

C. The approval or denial of any extended unpaid personal leave request shall not constitute any practice or precedent whatsoever for future requests. If a request is denied, the reason for denial shall be provided to the requesting employee.



D. All fringe benefits such as, but not limited to, insurances, sick and vacation leave accumulation, retirement contributions, etc. shall terminate when an employee is on an extended unpaid personal leave.

E. Seniority shall be frozen while an employee is on an extended unpaid personal leave.

ARTICLE XIII  
FAMILY AND MEDICAL LEAVE

Section 1. General.

A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months is eligible for a Family and Medical Leave Act leave for a period not to exceed twelve (12) work weeks during a twelve (12) month rolling period, beginning on the first day of the employee's leave and ending twelve (12) months later. All Family and Medical Leave Act leaves must be in writing, must give the reason for the leave, must give the expected duration of the leave and must be approved by the Employer. A Family and Medical Act leave of absence may be granted in the following cases:

1. A serious health condition that makes the employee unable to perform the functions of his/her position;
2. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
3. Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter;
4. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
5. Effective January 28, 2008, up to 26 work weeks in order to care for the employee's spouse, son, daughter, parent, or the nearest next of kin blood relative injured or ill in the line of duty while on active duty in the Armed Forces, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating; final regulations to be determined by the Secretary of Labor;
6. Effective January 16, 2009, up to 12 work weeks for "any qualifying exigency" arising out of a spouse, son, daughter or parent in the military that is on active duty or has been notified of an impending call or order to active duty in support of a contingency operation.

Leaves under the Family and Medical Leave Act run concurrently with other related leaves. Employees will be placed on FMLA if the leave fits one of the six eligible situations listed above and the other requirements are satisfied.

Section 2. Notice.

For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) calendar days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) calendar days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to the care of a spouse, child or parent of the employee or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

1. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider, and;
2. Shall provide the Employer with not less than thirty (30) calendar days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) calendar days the employee shall provide such notice as is practicable.

### Section 3. Certification for Medical Leaves.

For leaves taken to care for a sick spouse, child, or parent of the employee or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
4. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent of the employee and an estimate of the amount of time that the employee is needed to provide such care;
5. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
6. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;
7. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
8. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent of the employee, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent of the employee or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

### Section 4. Intermittently or Reduced Leave Schedule.

Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer and employee agree to such an arrangement.

Subject to notification and certification requirements described below, leave to care for a spouse, child or parent of the employee or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.

When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child, or to care for a sick parent.

#### Section 5. Second Opinion.

In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.

1. Resolution of Conflicting Opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer's physician and the employee's physician concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.
2. Subsequent Recertification. The employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis. Recertifications shall follow the same requirements as outlined in Section 3 of this Article.

#### Section 6. Accrued Leave Usage.

- A. The Employer may require the employee to use a designated portion of accrued paid leave prior to an unpaid leave of absence; however the employee will be allowed to retain at least two vacation days. The Employer shall not allow paid sick leave to be used in those situations that would not normally be applicable for sick leave usage.
- B. While using accrued paid leave, the employee will continue to accrue benefits as set forth in the applicable sections of this contract.

#### Section 7. Continuation of Benefits.

Seniority shall accumulate during an approved unpaid leave of absence under conditions 1 through 6 listed in Section 1 of this Article, up to 60 working days. Thereafter, the employee's seniority shall be frozen.

All other fringe benefits such as, but not limited to, insurances, sick leave accumulation and vacation accumulation shall terminate when an employee is on an unpaid leave of absence, which includes when an employee is on sick and accident insurance coverage. The only exception to that policy is that

the Employer shall continue to pay health insurance premiums during an approved unpaid leave of absence under conditions 1 through 6 listed in Section 1 of this Article, for up to twelve (12) weeks.

Section 8. Failure to Return to Work.

If an employee fails to return from the leave after the leave has expired, and due to circumstances within the employee's control, then the employer may recover from the employee the premium which the employer paid for maintaining medical coverage during the leave. Return to work shall be defined as at least thirty (30) calendar days.

In all other circumstances, the Employer shall not continue to pay health insurance premiums for the employee. Employees may continue insurance coverages at their own expense. Each employee will have to make financial arrangements with the applicable offices to pay for any insurance premium payments or payroll deductions authorized by the Employer which the employee may desire to continue while on an unpaid leave, at the employee's cost.

Section 9. Reinstatement After Leave.

When a leave of absence under conditions 1 through 6 listed in Section 1 of this Article is granted for twelve (12) weeks or less, the Employer does not guarantee that the employee will be reinstated in their former position, but reinstated at the same wage level and step level when he/she is ready to return to work. That decision will be at the discretion of the department manager.

Section 10. It is the intent of the Employer and Union that this agreement fully complies with the requirements of the Family and Medical Leave Act of 1993 as amended. Complaints may be filed with the Secretary of Labor by contacting the nearest office of the Wage and Hour Division of the Employment Standards Administration, U.S. Department of Labor. The address/telephone number for local offices may usually be found in the telephone directory listings for government offices under U.S. Government-Labor. The complaint may be filed in person, by letter or by telephone, however, the complaint must be reduced to writing.

ARTICLE XIV  
HOLIDAYS

Section 1. The regularly scheduled paid holidays will be those annually described by the State Court Administrator. Currently those holidays are:

1. New Year's Day, January 1;
2. Martin Luther King, Jr., Day, the third Monday in January;
3. Presidents' Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Veterans' Day, November 11;
8. Thanksgiving Day, the fourth Thursday in November;
9. Friday after Thanksgiving;
10. Christmas Eve, December 24;

11. Christmas Day, December 25;
12. New Year's Eve, December 31;

In addition to the above, Good Friday shall be observed as a holiday.

Any change in the State Court Administrator's holiday schedule shall not result in any increase or decrease from the number of holidays set forth above.

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

Section 3. To be eligible for the above-mentioned holidays, the employees shall work their prior scheduled day before and their scheduled day after the holiday unless prevented by circumstances beyond the employee's control, or the employee receives prior permission from his/her immediate supervisor.

#### ARTICLE XV VACATION

Section 1. All full-time employees covered by this Agreement shall be entitled to paid vacation in accordance with the following schedule:

13 days after 1 year  
15 days after 5 years  
17 days after 9 years  
20 days after 14 years  
25 days after 20 years  
30 days after 25 years

Regular part-time employees who qualify shall be entitled to paid vacations at one-half (1/2) of the above scheduled accrual.

Section 2. Employees may accumulate from year to year a maximum of one-and-one-half (1 1/2) times an employee's annual vacation leave.

Section 3. Vacations will be scheduled with due consideration given to the employee's request. When a conflict in scheduling exists between two (2) or more employees, seniority shall prevail.

Section 4. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

Section 5. Employees who have more than six (6) months of employment may receive payment for all accrued vacation, subject to the above maximum, upon separation from employment.

Section 6. Rate During Vacation. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefit provided for in this Agreement.

Section 7. A vacation may not be waived by an employee and extra pay received for work during that period.

ARTICLE XVI  
PENSIONS

Effective April 1, 2007, the current assets and liabilities of the St. Joseph County Employees' Retirement System were transferred to the Municipal Employees' Retirement System of Michigan (MERS).

The previous plan benefit multiplier of 2.0%, vesting after 8 years of service (V8), final average compensation based on highest consecutive 60 months (FAC 5), and exclusion of longevity payments, sick, vacation payouts, and fees for services from pension benefits did not change. Details of the pension program are explained in the MERS Plan Document.

Effective April 1, 1999 the 3% contribution made by the Employer but classified as an employee contribution shall be designated an Employer contribution, not available for employees to withdraw, other than through retirement as defined by plan. Contributions made prior to April 1, 1999 may be withdrawn upon separation.

Effective January 1, 2004 the benefit multiplier was increased from 1.8% to 2.0% and the employees began paying 2% through pre-taxed payroll deduction.

Effective April 1, 2007 the employee's 2% contribution was reduced to 1% with the understanding that the Employer could later increase this contribution up to 2%.

ARTICLE XVII  
SPECIAL CONFERENCES

Section 1. Special conferences for important matters (not grievances or continuing contract negotiations) will be arranged between the Local President, the Court or its designee within fifteen (15) working days of such request of either party for such conference. Such meeting shall be between not more than two (2) representatives of the Employer and not more than two (2) representatives of the local Union.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items. Such meetings may be canceled in advance and rescheduled or adjourned to meet the reasonable needs of the Court.

The members of the union shall not lose time or pay for time spent in such special conferences if normally scheduled to work. Special conferences shall be held between 8:00 a.m. and 6:00 p.m. as agreed between the parties. There shall not be more than one (1) special conference per month.

Section 2. This meeting may be attended by representatives of the Council and/or representatives of the International Union or representatives of the Employer who are not employees. The Union representatives may meet on the Employer's property for fifteen (15) minutes immediately preceding the conference, provided such meeting shall not interfere with the operation of the Court.

ARTICLE XVIII  
INSURANCE

Section 1. Life Insurance Coverage. The Employer agrees to provide all eligible full-time employees with life insurance, plus accidental death and disability, in the amount of Fifteen Thousand (\$15,000.00) Dollars. The amounts of such life insurance protection, as well as other benefits and conditions, are specified in the policy contract. In the event an employee wishes to purchase additional coverage he/she may do so, provided the employee pays for the premiums required above the Fifteen Thousand (\$15,000.00) Dollar coverage provided by the Employer.

Section 2. Hospitalization Insurance.

A. All full-time employees, upon completion of sixty (60) days employment, shall be insured by the Employer's present, or an equivalent, hospitalization insurance program, except as stated below, with a carrier authorized to do business in the State of Michigan. The Employer shall pay the insurance premium cost for the employee and dependent or family coverage, except as otherwise stated under this contract.

B. Effective January 1, 2008 and continuing until a different rate is negotiated the following health and dental premium employee contribution schedule shall be implemented:

Employees shall pay through pretax payroll deduction each pay period as follows:

Single coverage	12% of total annual premium cost
Two person coverage	12% of total annual premium cost
Family coverage	12% of total annual premium cost

Effective January 1, 2010 and continuing until a different rate is negotiated the following health and dental premium employee contribution schedule shall be implemented:

Employees shall pay through pretax payroll deduction each pay period as follows:

Single coverage	14% of total annual premium cost
Two Person coverage	14% of total annual premium cost
Family coverage	14% of total annual premium cost

Employee payment amounts after 2010 subject to the parties' contract re-opener agreement for wages, health/dental insurance and pension.

C. Effective January 1, 2001 the drug rider employee deductible shall be increased to \$10.00. Effective January 1, 2006 or as soon thereafter as possible, the drug rider employee deductible shall be changed to \$10.00 generic/\$40 brand name with mail order of 2 times co-pay for 3 month supply (\$20/\$80); Community Blue office visits shall be increased to \$20 and wellness coverage increased to \$500/year.

Section 3. Dental Insurance. All full-time employees, upon completion of sixty (60) days employment, shall be eligible, if insurable, for enrollment in a dental insurance program, similar to the

Blue Cross-Blue Shield Class I and Class II dental benefits, including riders CR 50-50, rider MPL 800 and dependent coverage, but excluding Class III and orthodontic benefits. This program may be provided by an insurance carrier of the Employer's choice.

Section 4. Sickness and Accident Insurance. Effective July 1, 1986, all full-time employees shall be insured by an insurance carrier of the Employer's choice for sickness and accident benefits. The sickness and accident benefits shall commence on the 31st day after sickness or accident and shall pay not less than sixty-five (65%) percent of the employee's wages, up to a maximum of Six Hundred (\$600.00) Dollars per week, for a maximum of fifty-two (52) weeks in duration.

Employees eligible for sick and accident insurance may use their accrued and banked sick leave thereby allowing the employee to be paid one hundred (100%) percent of their normal pay while on sick and accident insurance, subject to the normal tax deductions. However, the above does not change the limitation of the continuation of Employer paid health insurance while an employee is receiving sick and accident insurance, which is a sixty (60) day maximum. All fringe benefits such as, but not limited to, holiday pay, sick leave accumulation and vacation accumulation shall terminate when an employee is on sick and accident insurance coverage with the only exception being that health insurance shall continue for sixty (60) days. This is not in addition to the required twelve (12) weeks under the Family and Medical Leave Act.

Section 5. Double Health Insurance Coverage.

A. If an employee's spouse works for any St. Joseph County Court or the Board of Commissioners, they shall not be eligible for double health insurance coverage (includes dental) and shall not receive health insurance under this contract.

B. Employees who are covered by health insurance (includes dental) from their spouse's Employer, other than St. Joseph County Courts or the Board of Commissioners, shall have the option to receive \$2,000.00 paid equally over each pay period, quarterly or annually at the employee's option. That employee must sign an Employer supplied waiver form. Such employee assumes all risks if they later desire to re-enroll in the Employer's insurance plan including no coverage for preexisting conditions and a waiting period for open enrollment, etc.

Section 6. Cafeteria Plan. Effective January 1, 2001 the Employer shall offer to all eligible employees the IRS Section 125 flexible benefit plan.

ARTICLE XIX  
PROBATIONARY PERIOD

All employees shall be considered probationary employees until the employee has completed ten (10) months of work. During the probationary period, the Employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason, or for no reason and is an employee at will. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work for any reason, his/her probationary period shall be extended by a period equal to the duration of such absence.



ARTICLE XX  
GENERAL PROVISIONS

Section 1. Training Programs. The Employer being a nonprofit, governmental operation, may be used as a work and training program for County, State, and Federal agencies, and also for use of other employment funding programs available either through Federal or State agencies. However, this section shall not apply during a layoff, for a maximum of twelve (12) months, to avoid filling a vacancy, or if it would result in a reduction of the regular work force.

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

Section 3. Amendments. Amendments to this Agreement may be made by mutual written consent by both parties only.

Section 4. Copies of Contract. The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

Section 5. Mileage Reimbursement. Employees required to use their automobile for County business will be reimbursed at the current published IRS rate. There will be no retroactive payments.

Section 6. Employees incurring injuries during the course of their employment. Employees who qualify for worker's compensation benefits will receive in addition to their statutory benefit, an amount to be paid from their accrued sick leave and/or vacation sufficient to make up the difference, if necessary, between the statutory benefit and his/her regular weekly income and that such difference may continue until the employee's accrued sick leave and/or vacation are exhausted.

Section 7. Longevity Plan. After four (4) years of continuous service, at thirty-five hours per week all full-time employees shall be entitled to an annual longevity bonus computed by multiplying the sum of Thirty (\$30.00) Dollars times the employee's years of seniority. After ten (10) years of continuous service, all full-time employees shall be entitled to an annual longevity bonus computed by multiplying the sum of Forty (\$40.00) Dollars times the employee's years of seniority.

After four (4) years of continuous service Thirty-four and 20/100 (\$34.20) Dollars for each complete year of service worked at forty (40) hours per week, pro rata for time worked for forty (40) hours; and after ten (10) years of continuous service Forty-five and 60/100 (\$45.60) Dollars for each complete year of service worked at forty (40) hours per week, pro rata for time worked for forty (40) hours.

After four (4) years of continuous service, all regular part-time employees who qualify shall be entitled to an annual longevity bonus computed by multiplying the sum of Fifteen (\$15.00) Dollars times the employee's years of service. After ten (10) years of continuous service, all regular part-time employees who qualify shall be entitled to an annual longevity bonus computed by multiplying the sum of Twenty (\$20.00) Dollars times the employee's years of service.

This longevity bonus shall vest on the day of the employee's anniversary date, and shall be payable prior to the 25th day of December of the calendar year in which the anniversary date falls. A vested longevity bonus shall be payable at the aforementioned time even though the employee's employment may have been terminated (death, resignation, termination, etc.)

Notwithstanding any contrary provisions, employees hired after January 31, 1994 will not be eligible for longevity pay.

Section 8. Safety Committee. The Employer agrees to allow two AFSCME members to serve on the Safety Committee, subject to approval of their department manager to participate and attend meetings. Members will not lose wages or benefits while attending such meetings when held during their regular work schedule.

Section 9. Criminal History Background Checks. The Employer shall have the right to conduct periodic criminal background checks of all Friend of the Court employees pursuant to the current Circuit Court and SCAO policy. Should any changes to the policies be made in the future, or should the requirement for background checks be revoked, a special conference shall be convened to review the practice.

ARTICLE XXI  
CONCLUDING CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject 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, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXII  
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 of claims which may be exerted in arbitration or otherwise.

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

ARTICLE XXIII  
SEPARABILITY

If any Section of this Agreement, or of any riders thereto, should be held invalid by operation of law, or by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any Section, should be restrained by such court or tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto, shall not be affected thereby.

ARTICLE XXIV  
TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until 11:59 p.m. on December 31, 2011. The parties agree to re-open the contract no sooner than ninety (90) days prior to December 31, 2010 for purposes of negotiating on wages, health/dental insurance, and pension for 2011. Upon the written request of either party to this Agreement, both parties shall commence negotiations for a new Agreement no sooner than ninety (90) days prior to the expiration thereof. The contract shall continue in full force and effect after the expiration date unless either party gives ten (10) days written termination notice.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 2nd day of June, 2009.

JUNE 2, 2009  
Date

ST. JOSEPH COUNTY  
BOARD OF COMMISSIONERS

Robin Baker  
Robin Baker, Vice-Chairman

ST. JOSEPH COUNTY  
CIRCUIT COURT

Paul Stutesman  
Paul Stutesman, Circuit Judge

MICHIGAN COUNCIL #25, AMERICAN  
FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO  
LOCAL #2955

William M. Farmer  
William M. Farmer, Representative

Andi Guy  
Andi Guy

Nancy Schultz  
Nancy Schultz

5/28/09  
Date

5/27/09  
Date

5.28.09  
Date

5/28/09  
Date

APPENDIX A-1  
CLASSIFICATION SYSTEM

<u>Pay Grade &amp; JE Points Range</u>	<u>Total JE Points</u>	<u>Classifications</u>
1 Up to 1000 Points	915	Friend of the Court Receptionist/Clerk
2 (1001-1175)		
3 (1176-1350)	1255	FOC Medical Enforcement Clerk
4 (1351-1525)	1385	FOC Secretary
5 (1526-1700)	1530 1575 1575	Friend of the Court Account Clerk Friend of the Court Clerk Friend of the Court Enforcement Clerk
6 (1701-1875)		
7 (1876-2050)		
8 (2051-2225)	2130	FOC Child Support Paternity Investigator
9 (2226-2400)	2295	FOC Enforcement Caseworker/Investigator

APPENDIX A-2WAGES

Rates Effective 1/1/2009 – 12/31/2009\*  
(2% Increase)

<u>Pay Grade</u>	<u>Minimum</u>	<u>6 Months</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Maximum</u>
1	\$9.93	\$10.15	\$10.32	\$10.69	\$11.05	\$11.44	\$11.81	\$12.17	\$12.53	\$12.91
2	\$10.46	\$10.63	\$10.83	\$11.22	\$11.62	\$12.00	\$12.39	\$12.80	\$13.18	\$13.57
3	\$10.95	\$11.17	\$11.38	\$11.79	\$12.20	\$12.61	\$13.06	\$13.46	\$13.85	\$14.27
4	\$11.86	\$12.07	\$12.32	\$12.77	\$13.19	\$13.62	\$14.07	\$14.51	\$14.95	\$15.42
5	\$12.94	\$13.19	\$13.46	\$13.93	\$14.41	\$14.88	\$15.37	\$15.85	\$16.33	\$16.85
6	\$14.09	\$14.37	\$14.62	\$15.16	\$15.69	\$16.21	\$16.74	\$17.28	\$17.79	\$18.33
7	\$15.07	\$15.36	\$15.65	\$16.19	\$16.77	\$17.34	\$17.89	\$18.47	\$19.03	\$19.61
8	\$16.25	\$16.56	\$16.88	\$17.48	\$18.09	\$18.71	\$19.30	\$19.92	\$20.52	\$21.14
9	\$17.13	\$17.45	\$17.77	\$18.40	\$19.06	\$19.70	\$20.34	\$20.97	\$21.61	\$22.27

\*Wages are retroactive only for employees employed on the date of ratification by the parties.

APPENDIX A-2 (CONTINUED)WAGES

Rates Effective 1/1/2010 – 12/31/2010  
(2% Increase)

<u>Pay Grade</u>	<u>Minimum</u>	<u>6 Months</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Maximum</u>
1	\$10.13	\$10.35	\$10.53	\$10.90	\$11.27	\$11.67	\$12.05	\$12.41	\$12.78	\$13.17
2	\$10.67	\$10.84	\$11.05	\$11.44	\$11.85	\$12.24	\$12.64	\$13.06	\$13.44	\$13.84
3	\$11.17	\$11.39	\$11.61	\$12.03	\$12.44	\$12.86	\$13.32	\$13.73	\$14.13	\$14.56
4	\$12.10	\$12.31	\$12.57	\$13.03	\$13.45	\$13.89	\$14.35	\$14.80	\$15.25	\$15.73
5	\$13.20	\$13.45	\$13.73	\$14.21	\$14.70	\$15.18	\$15.68	\$16.17	\$16.66	\$17.19
6	\$14.37	\$14.66	\$14.91	\$15.46	\$16.00	\$16.53	\$17.07	\$17.63	\$18.15	\$18.70
7	\$15.37	\$15.67	\$15.96	\$16.51	\$17.11	\$17.69	\$18.25	\$18.84	\$19.41	\$20.00
8	\$16.58	\$16.89	\$17.22	\$17.83	\$18.45	\$19.08	\$19.69	\$20.32	\$20.93	\$21.56
9	\$17.47	\$17.80	\$18.13	\$18.77	\$19.44	\$20.09	\$20.75	\$21.39	\$22.04	\$22.72

WAGES

Rates Effective 1/1/2011 – 12/31/2011  
(To Be Negotiated in the 4<sup>th</sup> Quarter of 2010)