

AGREEMENT

BETWEEN

ST. JOSEPH COUNTY BOARD OF COMMISSIONERS

and

CHAPTER OF LOCAL #2955

MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

FOR GENERAL UNIT

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 (hereinafter referred to as the "EMPLOYER"), and the ST. JOSEPH COUNTY EMPLOYEES CHAPTER OF LOCAL #2955, an affiliate of COUNCIL 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO (hereinafter referred to as the "UNION").

Now, therefore, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE I  
UNION RECOGNITION

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 for the term of this agreement of all employees of St. Joseph County but excluding, Sheriff's Department employees, Road Commission employees, criminal investigators, assistant prosecutors, Court employees, department heads, supervisors, employees currently represented by labor organizations, executives, confidential employees, casual employees and temporary employees.

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 Employer 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  
UNION REPRESENTATION AND BARGAINING COMMITTEE

Section 1. Union Representation. The Employer recognizes the right of the Union to designate two (2) Stewards. The authority of the Stewards so designated by the Union shall be limited to and shall not exceed the investigation and presentation of grievances. The Union will furnish the Employer with a written list of the names of the two designated Stewards and any changes as they occur.

A 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. Only one Steward shall be involved with a grievance.

Section 2. 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 work station 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 V**  
**SENIORITY AND PROBATIONARY PERIOD**

**Section 1. 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.

**Section 2.** Seniority shall be on a bargaining unit basis and determined in accordance with the employee's last date of hire. "Last date of hire" shall mean the date on which an employee was hired in the bargaining unit since which he/she has not quit, retired or been discharged.

**Section 3.** The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

**Section 4. Seniority List.** The Employer will keep the seniority list up to date at all times and will provide the Union with the up-to-date copies at least 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 upon request which shall include the address of each employee on record with the Employer.

**Section 5. 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 three (3) consecutive working days without notifying the Employer unless circumstance 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 while on a leave of absence or does not return to work immediately upon the expiration of his/her leave of absence unless otherwise provided in this Agreement.



- F. When he/she has been laid off for a period in excess of twelve (12) 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. Employees hired after November 26, 1990, who intentionally falsifies his/her employment application.

Section 6. Use of Sick and Personal Time by Probationary Employees. Probationary employees may use sick and personal time after thirty (30) calendar days of employment.

## ARTICLE VI 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 department and classification will be affected and the following procedure will be mandatory.

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

Seniority employees within the affected department and 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 a less senior employee in an equal or lesser paid classification provided they have the present skill and ability to perform the work of the job they are bumping into, in the same department first or in a different department, if there is no one to bump in their department. The employee must give the Employer written notice of the bump within seven (7) calendar days of layoff notice.

An employee that has given written notice of the intent to bump into another position based upon their seniority, shall be offered a thirty (30) calendar day trial period to determine if they have the present skill and ability to perform the job properly. During the trial period, the Employer may require or the employee may choose to return to layoff status.

Notwithstanding any contrary provision, maintenance and custodian employees cannot bump other employees and vice versa.

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 a 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 VII GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this agreement.

Section 2. An employee and/or Union Representative who believes there is a grievance shall first discuss the matter with the immediate supervisor personally or accompanied by a Union representative within five (5) working days after they become aware or should have known the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedure shall apply.

Section 3. First Step. Any grievance that is not settled, as set forth in Section 2 of this Article shall be submitted in writing to the department manager. All grievances shall be signed by a representative of the Union and/or the employee who is filing the grievance and shall contain the nature of the grievance, including the section of the agreement involved, the facts upon which the grievance is based, when it occurred, and the relief requested, and shall be submitted to the appropriate supervisor within ten (10) working days after the occurrence of the event upon which the grievance is based. The department manager shall give a written answer to the aggrieved employee and the Union within five (5) working days after the receipt of the written grievance. If the answer is mutually satisfactory, the grievant and/or Union Representative shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the department supervisor.

Section 4. Second Step. If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the grievant and/or the Union representative shall notify the County Administrator in writing within five (5) working days after receipt of the department manager's First Step answer of their desire to appeal. If such written request is made, the County Administrator or a designee named by the County Administrator shall meet with the grievant and/or Union representative within ten (10) working days to consider the grievance. The County Administrator or its representative shall give a written answer to the aggrieved employee and the Union representative within ten (10) working days after the date of this meeting.

**Section 5. Third Step.** If the answer to Step 2 is not satisfactory, and the Union wishes to carry it further, the local President shall refer the matter to Council #25.

A. In the event Council #25 wishes to carry the matter further, it shall, within ten (10) working days from the date of the Employer's answer to Step 2 meet with the County Administrator or its designee for the purpose of attempting to resolve the dispute(s). The County Administrator or its designee shall give a written answer within ten (10) working days after the date of this meeting. If the dispute(s) remains unsettled and the Council wishes to carry the matter(s) further, Council #25 shall file a Demand for Arbitration with the American Arbitration Association within thirty (30) calendar days after receipt of answer to this meeting.

B. The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

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 the American Arbitration Association shall be shared equally by the County and the Union.

**Section 6.** No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

**Section 7.** Grievances which are not appealed by the aggrieved 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 progress to the next step. The above grievance procedure affords the sole and exclusive remedy for complaints and grievances under this agreement and the sole method of expression or communication of a view, grievance, complaint or opinion on any matter related to this Agreement.

**Section 8.** For purposes of this Article, working day shall be defined as the calendar days Monday through Friday.

**Section 9.** 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 10. Election of Remedies.** When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, 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 2. The employee must make his/her election within five (5) working days after the Step 2 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 11. 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 arbitrations shall be held within sixty (60) days unless the parties agree to extend the time in writing.

ARTICLE VIII  
DISCHARGE OR SUSPENSION

Section 1. In the event a non-probationary employee under the jurisdiction of the Union shall be discharged or suspended from 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 to the County Administrator within five (5) regularly scheduled working days after being discharged or suspended. Such grievance shall commence at the Second Step of the grievance procedure as provided in Section 4 of Article VII.

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

ARTICLE IX  
TEMPORARY ASSIGNMENTS; TRANSFERS AND PROMOTIONS

Section 1. Temporary Assignments. 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. Promotions. When the Employer determines to fill a new regular job classification or a regular vacancy in an existing job classification, 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) calendar 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. If the Employer determines two or more employees' qualifications are equal, bargaining unit seniority shall apply.

C. 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.

D. 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.

E. Notwithstanding any contrary provision, maintenance employees cannot bid on other positions contained in this contract and vice versa.

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.

C. If an employee transfers out of this bargaining unit into another position under the Board of Commissioners, he/she may return to this unit to their same prior position they left if the position which they transferred to is eliminated. However, this right shall only last for six (6) months from the date of transfer.

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 on Saturday, Sunday or in excess of forty (40) hours per week, or eight (8) hours per day, will be compensated at time and one-half for any such hours worked. Overtime will be authorized in advance by the department manager and noted on the time cards.

B. Notwithstanding any contrary provisions, the Parks and Recreation Ranger shall not be entitled to overtime compensation for hours worked in excess of eight (8) per day, or Saturday or Sunday work, unless work on said days exceeds a total of forty (40) hours for that week.

Section 3. Pyramiding of Overtime. There shall be no duplication of pyramiding of overtime under this contract.

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 there is at least one-half (1/2) hour remaining of scheduled work if in St. Joseph County and one and one-half (1 1/2) hours if in Federal Court or another County. Employees shall submit evidence of attendance at jury duty upon request.

ARTICLE XI  
HOURS OF WORK

Section 1. 35 Hour Work Week.

The regular work day shall be Monday through Friday and consist of seven (7) hours excluding a sixty (60) minute break for lunch but including a fifteen (15) minute break in the a.m. and also a fifteen (15) minute break in the p.m. or the first half and second half of their regular shift, whichever may apply.

Breaks may be taken as the schedule permits. Breaks not taken shall not accumulate.

Section 2. 40 Hour Work Week.

The regular work day shall be Monday through Friday and consist of eight (8) hours excluding a sixty (60) minute break for lunch but including a fifteen (15) minute break in the a.m. and also a fifteen (15) minute break in the p.m. or the first half and second half of their regular shift, whichever may apply. Breaks may be taken as the schedule permits. Breaks not taken shall not accumulate.

Section 3. Changing from 35 Hour to 40 Hour Work Week.

Upon the mutual written agreement between an employee and the Employer, an employee shall change from a thirty-five (35) hour to a forty (40) hour workweek subject to the following conditions:

A. The employee shall work a minimum of six (6) months at the forty (40) hour week unless mutually agreed in writing to end that arrangement before the end of six (6) months. The employee may elect to return to the thirty-five (35) hour workweek at the end of that six (6) months by notifying the

Employer in writing of his/her desire to do so. Such notice shall be given to the Employer at least ten (10) calendar days prior to the expiration of the six (6) months. If no such notice is received, then the employee shall continue to work forty (40) hours per week at the Employer's option and until the Employer reduces the work week to thirty-five (35) hours by providing ten (10) calendar days prior written notice to the affected employee(s).

B. A forty (40) hour workweek is contingent upon prior approval by the Board of Commissioners for funding.

C. When an employee is working a forty (40) hour workweek, his/her benefit accruals for vacation and sick leave shall be based upon an eight (8) hour day.

D. Vacation and sick leave accruals earned prior to the forty (40) hour work week shall remain at the rate earned; i.e. seven (7) hours.

#### Section 4. Parks and Recreation Ranger.

Notwithstanding any contrary provisions, the regular workweek for the Parks and Recreation Ranger shall consist of forty (40) hours scheduled on days as determined by the Director, which may include Saturday and Sunday. However, the Parks and Recreation Ranger shall be scheduled off two (2) weekends each month.

### ARTICLE XII LEAVES OF ABSENCE

Section 1. Military Leave. All leaves of absence pertaining to military service will be handled by the Employer. All rights and privileges as indicated by State and Federal statutes will apply.

Section 2. Personal Days. Each employee shall be entitled to two (2) personal leave days each year which will be deducted from sick leave. Personal leave days shall not accumulate from year to year.

#### Section 3. Sick Leave.

- A. Employees eligible for sick pay are full-time employees.
- B. Accumulated Sick Leave. Sick leave shall accumulate at the rate of one-half (1/2) day per pay period - 13 days per calendar year. 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 their physician or a doctor selected by the Employer, stating that they are physically able to return to work, prior to starting work or that they were sick and not able to work. Any and all cost required to obtain such statement from a physician will be paid by the employee. Falsification of such evidence shall be cause for disciplinary action, including discharge.
- G. After exhaustion of accumulated sick leave or when an employee is on sickness and accident insurance coverage and regardless if they are supplementing with accrued sick time as defined in Article XVII, Section 4, full-time employees shall be entitled to at least two (2) noncompensable medical leaves of up to sixty (60) working days in duration, provided the employee submits proof of medical necessity from a physician. Sick and accident leave is classified as a noncompensable leave even if supplementing with accrued sick time. Family and medical leave provisions run concurrently with this section.
1. Seniority shall accumulate during noncompensable authorized medical leaves of sixty (60) working days. Thereafter, the employee's seniority shall be frozen.
  2. 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.
  3. Failure to return at the end of a medical leave shall result in termination of employment.
  4. Any employee moving into the vacated position of the employee on authorized medical leave shall be filling the vacancy on a temporary basis. When the employee on leave returns, he/she shall return to his/her former classification and shift.
- H. Medical Examination to Determine Standards of Fitness. Employees may be required to submit to a medical examination by a physician designated by the Employer. The expense of such



examination shall be borne by the Employer if not covered by the employee's insurance. The purpose of any such examination shall be to determine whether the employee meets the standards of fitness required for that employee's job.

- I. Fringe Benefit Continuation When On Unpaid Approved Leaves. All fringe benefits such as, but not limited to, health insurances (except as stated below), holiday pay, 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. (This section applies to Section G above also). The Employer shall continue to pay for an employee's health insurance for up to sixty (60) consecutive days when an employee is on an approved non-compensated medical leave of absence only, which includes sick and accident leave as "non-compensated" leave. This is not in addition to the required 12 weeks under the Family and Medical Leave Act.

#### 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  
BEREAVEMENT LEAVE

Section 1. Up to three (3) consecutive days leave from the date of death, excluding weekends and holidays, may be used as funeral leave for a death in the immediate family (not spouse, child or current stepchild) upon proper notification to the department manager as soon as reasonably possible. Up to five (5) consecutive days leave from the date of death, excluding weekends and holidays, may be used as funeral leave for death of a spouse, child or current stepchild upon proper notification to a department manager 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.

Section 2. No pay will be granted under this Article if the employee fails to attend the funeral.

Section 3. This section is for the purpose of providing for compensation an employee would normally have received for that time lost from scheduled work and is not intended to provide for extra pay or pay for days the employee would not normally have worked.

Section 4. The immediate family (three (3) days as noted in Section 1) shall include father, mother, father-in-law, mother-in-law, brothers, sisters, grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchildren, step-mother, and step-father. (Spouse, children and current stepchildren five (5) days as noted in Section 1).

Section 5. An employee selected to be a pall bearer at the funeral of a deceased County employee will be granted time off with pay for the time necessary to attend this funeral.

Section 6. Additional time may be granted from vacation or personal leave banks or taken as unpaid time.

Section 7. One (1) day to attend the funeral of an aunt or uncle shall be permitted.

ARTICLE XV  
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.

Section 4. In the event an employee covered by this Agreement is required to work on any holiday, he/she shall receive time and one-half (1-1/2) his/her regular hourly rate for all consecutive hours worked on such holiday in addition to his/her regular holiday pay.

ARTICLE XVI  
VACATION

Section 1. Full-time employees in the bargaining unit shall be eligible for vacation with pay, and shall accrue and earn this 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

Employees will be eligible to take this vacation on the anniversary of their date-of-hire.

Section 2. Vacation time earned may be accumulated to a maximum of one and one-half (1-1/2) times the employee's annual accrual.

Section 3. Vacation time must be approved by the department manager. Vacations will be scheduled with due consideration given to the employee's request. When a conflict in scheduling exists between two 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 for each holiday, 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 pay while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE XVII  
INSURANCE

Section 1.

A. For all full-time employees, the Employer agrees to continue its present or an equivalent hospitalization and a 50-50 co-pay dental plan insurance program with a carrier authorized to do business in the State of Michigan and shall continue to pay the insurance premium cost for the employee, dependent or family coverage, except as otherwise provided 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 2. The County shall pay the required premium to provide \$15,000 term life insurance to all full-time employees. The policy also provides for accidental death and dismemberment benefits. The amounts of such life insurance protection, as well as other benefits and conditions, are specified in the policy contract.

Section 3. Effective January 1, 1997 the Employer shall offer to all eligible employees the IRS Section 125 flexible benefit plan. Effective January 1, 2001 part-time employees may participate in the uninsured health care and dependent care reimbursement accounts.

Section 4. Effective July 1, 1986, the Employer will provide sickness and accident short term disability insurance coverage commencing on the 31st consecutive day of sickness and injury and providing not less than sixty-five (65%) percent of the employee's weekly wages, up to Six Hundred and No/100 (\$600.00) Dollars per week for a maximum period benefit of fifty-two (52) weeks.

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 insurances while an employee is receiving sick and accident insurance, which is a sixty (60) calendar 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) calendar 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.



ARTICLE XVIII  
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 XIX  
SPECIAL CONFERENCES

Special conferences for important matters (not grievances or continuing contract negotiations) shall be arranged between the Local President, the Employer or its designee within fifteen (15) working days of such request of either party for such conference. Such meeting shall be between at least two (2) but not more than three (3) representatives of the local union and not more than three (3) representatives of the Employer.

Arrangements for such matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up at special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items.

The members of the union shall not lose time or pay for time spent in such special conferences, if they are normally scheduled to work.

There shall not be more than one (1) special conference per month.

ARTICLE XX  
GENERAL PROVISIONS

Section 1. Part-time Employees. Part-time, not temporary, employees who work an average of at least twenty (20) hours per week for a continuous period of thirteen (13) weeks will be entitled to paid holidays and accumulation of sick leave, vacation, longevity and seniority - all on a one-half (1/2) full

time benefit basis. For the purposes of this section full-time shall be defined as forty (40) hours per week. The benefit will be retroactively applied once the qualifying period is served and continues until the average hours worked for a continuous thirteen (13) week period falls below twenty (20) hours per week.

At no time shall a part-time employee be paid more than their scheduled hours of work per week as a result of a holiday falling within that week or use of sick/vacation time. Should a holiday fall on a part-time employee's scheduled day off, the department manager shall schedule said employee to use holiday hours on an otherwise scheduled day of work within that week.

This change shall be effective November 10, 1998. Benefit accrual shall not be retroactively applied.

If a regular part-time employee works twenty (20) consecutive workdays at seven (7) or eight (8) hours per day, they shall accrue sick and vacation leave time at the full-time rate for the days worked at seven (7) or eight (8) hours. Holidays that fall after the twenty (20) consecutive workdays have been worked, will be compensated at seven (7) or eight (8) hours provided the employee is still working a seven (7) or eight (8) hour day.

Section 2. Bulletin Boards. The Employer will provide bulletin boards in the Historic Courthouse and Annex buildings which may be used only by the Union for posting notices pertaining to Union business.

Section 3. Supervisors Performing Unit Work. Nothing contained in this Agreement shall preclude supervisory employees from performing that work which is normally performed by bargaining unit employees.

Section 4. 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, which is 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 5. 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 6. Amendments. Amendments to this Agreement may be made by mutual written consent of both parties only.

Section 7. Copy of Contract. The Employer will make a copy of the Agreement available to each bargaining unit member, and all new hires.

Section 8. Private Auto Use. 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 9. Longevity Plan.

A. After four (4) years of continuous service at thirty-five (35) hours per week, employees shall become eligible as of their anniversary date to receive thirty (\$30.00) dollars for each year worked, and after ten (10) years, forty (\$40.00) dollars for each year worked, payable the first pay period in December.

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, payable the first pay period in December.

B. Notwithstanding any contrary provisions, employees hired after November 16, 1993 will not be eligible for longevity pay.

Section 10. 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.

ARTICLE XXI  
TOTAL AGREEMENT

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 claim 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 XXII  
SEPARABILITY

If any Section of this Agreement, or 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 XXIII  
NO STRIKE CLAUSE

The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, 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. The Employer and the Union agree that discharge is an appropriate penalty for employees who violate the provisions of this Article.

ARTICLE XXIV  
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 temporary 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.

ARTICLE XXV  
CONFIDENTIAL EMPLOYEE

The secretary to the County Administrator is a confidential employee and is excluded from the bargaining unit. It is agreed that if the secretary also works part-time in the Parks Department that will not affect her confidentiality status. If the secretary to the County Administrator becomes full-time for the County Administrator, then any part-time or full-time Parks' secretary shall return to the bargaining unit.

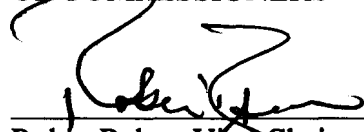
ARTICLE XXVI  
TERMINATION AND MODIFICATION

Section 1. 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) calendar days prior to the expiration thereof. This contract shall continue in full force and effect after the expiration date, unless either party gives ten (10) calendar days written termination notice.

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

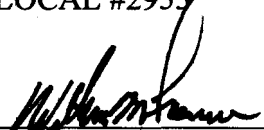
JUNE 2, 2009  
Date

ST. JOSEPH COUNTY BOARD  
OF COMMISSIONERS

  
Robin Baker, Vice-Chairman

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

5/27/09  
Date

  
William M. Farmer, Representative

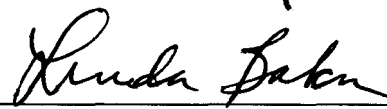
5-27-09  
Date

  
Virginia Trattles, AFSCME Local President

5/27/09  
Date

  
Vicki Allen, Steward

5-28-09  
Date

  
Linda Baker, Steward

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)	690	Victim Services Clerk
	805	Secretary to Animal Control
	870	Parks & Recreation Secretary
	985	Microfilm Operator
2 (1001-1175)	1060	Office Assistant - Central Services
	1070	Custodian
3 (1176-1350)	1210	Register of Deeds Data Entry Clerk
	1255	Register of Deed Data Entry/Imaging Clerk
	1295	Veterans' Advisor
	1300	Land Resource Data Entry Clerk
4 (1351-1525)	1365	Deputy Register of Deeds
	1385	Land Resource Services Clerk
	1400	Maintenance/Grounds
	1435	Victim Services Coordinator
	1495	Parks & Recreation Ranger
5 (1526-1700)	1530	Deputy Treasurer
	1530	Court Liaison Secretary - Prosecutor
	1530	Accounting Clerk - Finance
	1550	Deputy Circuit Court Clerk
	1550	Deputy County Clerk
	1550	Appraiser I
	1550	Land Resource Administrative Aide
	1560	Land Resource Data Cartographer
	1585	Maintenance Worker
	1595	Community Corrections Coordinator
1600	Program Aide - Extension	
6 (1701-1875)	1790	Appraiser II
	1815	Deputy County Clerk/Election Specialist
7 (1876-2050)	1965	Animal Control Officer
8 (2051 - 2225)	2095	Appraiser III

APPENDIX A-2

WAGES

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

\*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

WAGES

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