

**AGREEMENT**

**BETWEEN**

**ST. JOSEPH COUNTY BOARD OF COMMISSIONERS  
CIRCUIT COURT/FAMILY DIVISION/JUVENILE BRANCH**

**and**

**CHAPTER OF LOCAL #2955  
MICHIGAN COUNCIL #25, AFSCME, AFL-CIO  
FOR FAMILY COURT EMPLOYEES**

**Termination Date: December 31, 2011**

INDEX

<u>AGREEMENT</u> .....	1
<u>PURPOSE AND INTENT</u> .....	1
<u>ARTICLE I</u> .....	1
NON-DISCRIMINATION.....	1
<u>ARTICLE II</u> .....	1
RECOGNITION .....	1
<u>ARTICLE III</u> .....	1
MANAGEMENT RIGHTS .....	1
<u>ARTICLE IV</u> .....	2
UNION SECURITY .....	2
Section 1: Aid to other Unions.....	2
Section 4: Continued Employment .....	3
Section 5: Hold Harmless and Indemnification .....	3
<u>ARTICLE V</u> .....	3
UNION REPRESENTATION.....	3
Section 1: Union Representation .....	3
Section 2: Bargaining Committee.....	4
<u>ARTICLE VI</u> .....	4
NO STRIKE - NO LOCKOUT.....	4
<u>ARTICLE VII</u> .....	4
GRIEVANCE PROCEDURE.....	4
Section 1: Definition of Grievance .....	4
Section 2: Grievance Procedure.....	4
Section 7: Discharge or Suspension.....	6
Section 8: Grievance Resolution.....	6
Section 9: Election of Remedies .....	6
<u>ARTICLE VIII</u> .....	6
SENIORITY.....	6
Section 1: Definition of Seniority .....	6
Section 2: Probationary Period .....	6
Section 3: Seniority List.....	7
Section 4: Temporary Transfer .....	7
Section 5: Loss of Seniority.....	7

<u>ARTICLE IX</u> .....	8
LAYOFF AND RECALL PROCEDURE.....	8
Section 1: Definition.....	8
<u>ARTICLE X</u> .....	8
HOURS OF WORK.....	8
Section 1: 35 Hour Work Week.....	8
Section 2: 40 Hour Work Week.....	9
Section 4: Regular Part-time Employees.....	9
Section 5: Compensatory Time.....	10
Section 6: Weekend on Call.....	10
Section 7: Registers Who Work Overtime on Weekends.....	10
Section 8: Overtime Compensation.....	10
<u>ARTICLE XI</u> .....	10
LEAVES OF ABSENCE.....	10
Section 1: Military Service.....	10
Section 2: Bereavement Leave.....	10
Section 3: Sick Leave.....	11
Section 4: Personal Leave.....	12
Section 5: Disability Leave.....	12
Section 6: Extended Unpaid Personal Leave.....	12
<u>ARTICLE XII</u> .....	13
FAMILY AND MEDICAL LEAVE.....	13
<u>ARTICLE XIII</u> .....	16
VACATION.....	16
<u>ARTICLE XIV</u> .....	17
HOLIDAYS.....	17
<u>ARTICLE XV</u> .....	18
INSURANCE.....	18
Section 1: Hospitalization and Medical Coverage.....	18
Section 2: Life Insurance.....	19
Section 4: Dental Insurance.....	19
Section 5: Sickness and Accident Insurance.....	19
Section 6: Double Health Insurance Coverage.....	20
Section 7: Cafeteria Plan.....	20
<u>ARTICLE XVI</u> .....	20
PENSIONS.....	20

CIRCUIT COURT, FAMILY DIVISION OF ST. JOSEPH COUNTY/AFSCME

Termination Date: December 31, 2011

Signature Copy/June 2009

<u>ARTICLE XVII</u> .....	20
WAIVER.....	20
<u>ARTICLE XVIII</u> .....	21
SEPARABILITY .....	21
<u>ARTICLE XIX</u> .....	21
SPECIAL CONFERENCES.....	21
<u>ARTICLE XX</u> .....	21
PHYSICAL EXAMINATION TO DETERMINE FITNESS.....	21
<u>ARTICLE XXI</u> .....	21
WORK RULES.....	21
<u>ARTICLE XXII</u> .....	22
VETERANS RIGHTS .....	22
<u>ARTICLE XXIII</u> .....	22
LONGEVITY.....	22
<u>ARTICLE XXIV</u> .....	22
MILEAGE.....	22
<u>ARTICLE XXV</u> .....	22
NOTIFICATION OF ADDRESS.....	22
<u>ARTICLE XXVI</u> .....	23
DISTRIBUTION OF AGREEMENT.....	23
<u>ARTICLE XXVII</u> .....	23
NEW JOB CLASSIFICATION.....	23
<u>ARTICLE XXVIII</u> .....	23
POSTING OF VACANT POSITIONS.....	23
<u>ARTICLE XXIX</u> .....	23
JURY DUTY .....	23
<u>ARTICLE XXX</u> .....	23
WORKERS' COMPENSATION SUPPLEMENT.....	23
<u>ARTICLE XXXI</u> .....	24
TRANSFERS BETWEEN BARGAINING UNITS.....	24

CIRCUIT COURT, FAMILY DIVISION OF ST. JOSEPH COUNTY/AFSCME

Termination Date: December 31, 2011

Signature Copy/June 2009

<u>ARTICLE XXXII</u> .....	24
TRAINING PROGRAMS .....	24
<u>ARTICLE XXXIII</u> .....	24
JOB CLASSIFICATION AND RATES.....	24
<u>ARTICLE XXXIV</u> .....	25
SAFETY COMMITTEE.....	25
<u>ARTICLE XXXV</u> .....	25
CRIMINAL HISTORY BACKGROUND CHECKS.....	25
<u>ARTICLE XXXVI</u> .....	25
CONCLUDING CLAUSE.....	25
<u>ARTICLE XXXVII</u> .....	25
DURATION AND MODIFICATION OF AGREEMENT .....	25
APPENDIX A-1 - CLASSIFICATION SYSTEM.....	27
APPENDIX A-2- WAGES 1/1/2009 - 12/31/2011.....	28

AGREEMENT

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

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

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

ARTICLE I  
NONDISCRIMINATION

The Employer and the Union agree that neither shall discriminate against any Employee because of race, color, creed, age, sex, nationality, political belief, handicap or membership in a Union, as required by law.

ARTICLE II  
RECOGNITION

Section 1. The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment of all Employees as described in Section 2 hereof. The term "he" or "his" shall refer to a male or female Employee whenever used in this Agreement.

Section 2. The term "Employees" whenever used in this Agreement and for the purpose of this Agreement shall include the following:

All Employees of the Circuit Court/Family Division/Juvenile Branch, excluding elected officials, supervisors, confidential Employees, casual Employees, executives and temporary Employees.

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 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 SECURITY

Section 1. Aid to Other Unions. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make agreement with any such group or organization for the purpose of undermining the Union.

Section 2. 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 3. The Employer agrees to deduct from the wages 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 an 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 therefor, 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 4. 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 5. 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 6. 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 V UNION REPRESENTATION

Section 1. 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 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 VI  
NO STRIKE - NO LOCKOUT

The Union agrees that there shall be no interruption of services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Employer. During the life of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees. Both the Employer and the Union reserve all rights to seek legal redress for any violation of this Section. Nothing contained in this Section shall be construed as a waiver of any such right to which either party is entitled.

The Employer and the Union agree that discharge is an appropriate penalty for Employees who violate the provisions of this Section of the Agreement.

ARTICLE VII  
GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A grievance is defined as a claim of a violation of a specific provision or of provisions of this Agreement. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and it shall set forth the facts pertaining to such alleged violations. An earnest effort shall be made to settle grievances promptly in accordance with the following procedure.

Section 2. Grievance Procedure.

- STEP 1. An employee and/or Union Representative who believes there is a grievance shall first discuss the matter with the immediate supervisor personally within five (5) working days after he becomes 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 a grievance is not settled in this manner, the following formal grievance procedure shall apply.
- STEP 2. Any grievance that is not settled as set forth in Step 1 of this Article shall be submitted in writing to the employee's supervisor. 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 or when the employee and/or Union Representative should have known of the occurrence. The supervisor shall give a written answer to the aggrieved employee and the Union within five (5) working days after 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.
- STEP 3. If the grievance has not been settled in the Second Step and if it is to be appealed, the grievant and/or his/her Union representative shall notify the Circuit Judge or his/her designee in writing within five (5) working days after receipt of the supervisor's answer of his/her desire to appeal. If such written request is made, the Circuit Judge or his/her designee shall meet with the grievant and/or Union representative within ten (10) working days to consider the grievance. The Circuit Judge or his/her designee shall give a written answer to the aggrieved employee and his/her Union representative within five (5) working days after the date of this meeting.
- STEP 4. If the answer at Step 3 is not satisfactory and the Union wishes to carry it further, the local President shall refer to Council #25, who in turn shall within thirty (30) working days from the date of the Employer's answer at Step 3 meet with the Circuit Judge or his/her designee for the purpose of attempting to resolve the dispute(s). If the grievance cannot be settled within ten (10) working days, then the matter will be presented for a decision to a Circuit Judge or his/her designee to be named and mutually agreed upon by the Employer and the Union. The decision shall be final and binding on both parties.

Section 3. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

Section 4. 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 5. For the purposes of this Article, working day shall be defined as the calendar days

Monday through Friday, excluding holidays recognized under this Contract.

Section 6. 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 7. Discharge or Suspension.

A. Notice of Discharge or Suspension. The Employer agrees promptly upon the discharge or suspension of a non-probationary employee to notify in writing the Steward in the department of the discharge or suspension. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with the Steward of the department, and the Employer may make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the Steward.

B. Appeal of Discharge or Suspension. Should the discharged or suspended employee consider the discharge or suspension to be improper, a grievance may be filed in writing at Step 3 of the grievance procedure within five (5) regularly scheduled working days of the discharge or suspension. In the event no grievance is filed within that period, the matter shall be deemed dropped by the employee and the Union and the discharge or suspension shall not be in subject of a grievance.

Section 8. Grievance Resolution. It is understood and agreed that any grievance settlement arrived at hereunder between the Court and the Union is binding upon both parties and the employee and cannot be changed by any individual employee.

Section 9. 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 beyond Step 3 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.

ARTICLE VIII  
SENIORITY

Section 1. Definition of Seniority. Seniority is defined as length of continuous service with the Employer since the employee's most recent date of hire. Seniority shall commence after the employee completes the probationary period hereinafter provided. Seniority shall be applied only as specifically set forth in this Agreement. 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. 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 3. Seniority List. The Employer agrees to provide a copy of the Seniority List to Council #25. Additionally, the seniority list shall include the employee's address. The Employer also agrees to notify the Union's President of the Local, monthly, or any changes in the seniority list upon request. Employees who are hired on the same date shall be placed on the seniority list alphabetically by surname.

Section 4. Temporary Transfer. If, in the opinion of the Employer, there is a temporary surplus or deficiency of employees in any job covered hereby, the Employer shall have the right to temporarily assign an employee to another job for which it deems him/her qualified. However, temporary assignment shall not exceed six (6) months, unless mutually agreed upon between the Employer and the Union. A temporarily transferred employee, who has been transferred to one other job for more than three (3) consecutive weeks, shall be paid the rate of pay of the temporarily assigned job or the employee's regular rate of pay, whichever is greater.

Section 5. Loss of Seniority. An employee shall lose his/her seniority and job for any of the following reasons:

- A. He/she quits.
- 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. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. This section shall not excuse an employee for being absent from work nor shall it act as a waiver of the Employer's rights to issue disciplinary action due to an employee's absence from work in appropriate cases.
- D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure.
- E. Return from sick leave and leaves of absence will be treated the same as subsection (c).
- F. If the Employee is on layoff for a consecutive period of one (1) year or the length of his/her seniority, whichever is lesser.
- G. He/she accepts employment elsewhere while on a leave of absence unless otherwise provided in this Agreement.
- H. He/she retires or is retired by the Employer under an applicable retirement program.

- I. He/she is convicted or pleads guilty to a felony.
- J. For employees employed after November 20, 1990 who intentionally falsifies his/her employment application.

ARTICLE IX  
LAYOFF AND RECALL PROCEDURE

Section 1. Definition. 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. There shall not be any bumping rights.

Section 3. Seniority as used in this Article shall refer to seniority by classification.

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.

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 X  
HOURS OF WORK

Section 1. 35 Hour Work Week. The normal workday for the Family Division shall be seven (7) hours, from 9:00 a.m. - 5:00 p.m. or any other hours between 8:00 a.m. - 6:00 p.m. if mutually agreed to in writing between the employee and Employer. However, any such agreement must be for six (6) months

minimum unless mutually agreed to change back to 9:00 a.m. - 5:00 p.m. before the end of that six (6) months. There shall be an hour off daily for an unpaid lunch Monday through Friday. It is left up to the discretion of the Employer as to when the employees will take time off for his/her lunch. Nothing herein precludes the employee from working past his/her normal hour of employment if requested by the Employer.

Section 2. 40 Hour Work Week. For those positions established based on 40 hours per week, the normal workday for the Family Division shall be eight (8) hours, from 8:00 a.m. - 5:00 p.m. or any other hours between 8:00 a.m. - 6:00 p.m. if mutually agreed to in writing between the employee and Employer. However, any such agreement must be for six (6) months minimum unless mutually agreed to change back to 8:00 a.m. - 5:00 p.m. before the end of that six (6) months. There shall be an hour off daily for an unpaid lunch Monday through Friday. It is left up to the discretion of the Employer as to when the employees will take time off for his/her lunch. Nothing herein precludes the employee from working past his/her normal hour of employment if requested by the Employer.

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 workweek. 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 notice is received, then the employee shall continue to work forty (40) hours per week until the Employer reduces at its option the workweek to thirty-five (35) hours by providing ten (10) calendar days prior written notice to the affected employees.
- 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 such leave accruals prior to the forty (40) hour workweek shall remain at the rate earned; i.e. seven (7) hours.

Section 4. Regular 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, 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 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 Circuit Judge or his/her designee shall schedule said employee to use holiday hours on an otherwise scheduled day of work within that 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.

Section 5. Compensatory Time. When it is necessary for an employee to work in excess of 35 hours but not exceeding 40 hours, unless normally scheduled to work forty (40) hours in which case this shall not apply, and such excess has been authorized in advance, the employee with prior approval of the Circuit Judge or his/her designee, shall be granted compensatory time off equal to the excess hours worked. Such compensatory time shall not accumulate beyond a maximum of 24 hours and must be arranged for and taken within sixty (60) days. If it cannot be used within sixty (60) days the employee shall be paid at their hourly rate in effect at the time they earned the compensatory time. The Circuit Judge or his/her designee, shall cooperate in arranging for such time off. The employee shall give at least one (1) week's notice of the time to be taken off. All employees who are required to work in excess of 40 hours in one week shall be compensated at the rate of time and one-half.

Section 6. Weekend on Call. Caseworkers may be required to be on call on weekends. The Employer may request volunteers first, with the right to reject any volunteer. Weekend on call shall start at 5:00 p.m. Friday and end Monday morning at 9:00 a.m. Caseworkers on call shall be paid a flat rate of Fifty and No/100 (\$50.00) Dollars for being on call and for all work performed.

Section 7. Registers Who Work Overtime on Weekends. Registers who work on Saturday or Sunday shall be paid time and one-half their regular straight-time rate for all approved time worked on Saturdays or Sundays. This section does not include weekend on-call.

Section 8. Overtime Compensation. Paid vacation and paid sick leave from an employees' accumulated sick bank (not sick and accident coverage) shall be counted as hours worked for overtime purposes.

## ARTICLE XI 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. Bereavement Leave.

- A. 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 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 a 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.

- B. No pay will be granted under this Article if the employee fails to attend the funeral.
- C. 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.
- D. The immediate family (three (3) days as noted in Section A) 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, step-father. (Spouse, children and current stepchildren five (5) days as noted in Section A).
- E. An employee selected to be a pall bearer at the funeral of a deceased Circuit Court, Family Division, employee will be granted time off with pay for the time necessary to attend this funeral.
- F. Upon request of the employee, the Judge may grant additional days for travel or other proper reasons.
- G. One (1) day to attend an aunt or uncle's funeral shall be granted.

Section 3. Sick Leave.

- A. Full-time employees and regular part-time employees who qualify shall be eligible for sick leave or sick pay after thirty (30) days of employment.
- B. Accumulated Sick Leave. Sick leave shall accumulate from the first day of employment and the following provisions shall apply:
  - 1. Full-time employees shall accumulate sick leave at the rate of one half (1/2) day per pay period thirteen (13) days for a completed year and may be taken after thirty (30) days of employment.
  - 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 and may be taken after thirty (30) days of employment.
  - 3. Unused sick leave may be accumulated from year to year up to a maximum bank of one hundred twenty (120) days.
- C. 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 which necessitates absence from work. "Immediate family" in such cases shall include the Employee's spouse, children, parents, and any persons whose financial or physical care the employee is principally responsible.



- D. Authorization. Any utilization of sick leave by an employee must have the approval of the Circuit Judge or his/her designee.
- E. No Advance Credit. Sick leave shall not be granted or allowed in advance of being earned.
- F. Verification for Alleged Sick Leave Abuse. An employee(s) 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, 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. Sick leave may be accumulated and taken if needed as earned.
- H. Payment of Sick Leave.
1. 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.
  2. When an employee retires from the Court, the employee shall receive fifty percent (50%) for accumulated sick leave.
  3. If an employee has completed at least six (6) months of service with this Court, if the employment is terminated by death of an employee, the employee's beneficiary, or estate, shall receive fifty percent (50%) for accumulated sick leave.
- I. No time will be compensated for sick leave when that same time is being compensated for in some other way.
- J. In no event shall a medical leave of absence exceed one (1) year, although up to one (1) year may be granted under catastrophic circumstance with approval of the Employer.

Section 4. Personal Leave. Each full-time employee shall be entitled to two (2) personal leave days each year which will be deducted from 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 sick leave. Personal leave days shall not accumulate from year to year.

Section 5. Disability Leave. All full-time employees who have a disability which prevents their active employment may apply for sick and accident insurance under the terms and conditions stated under this contract and insurance policy.

Section 6. 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 XII  
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 XII  
VACATION

Section 1. Vacation Eligibility. All full-time employees covered by this Agreement shall earn vacation with pay in accordance with the following schedule:

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

A. Length of Service. An employee's length of service shall be based on the number of years of service with the Court.

B. Credit of Vacation Leave. Employees will be eligible to take this vacation on the anniversary of their date of hire. Employees employed before August 15, 2000 are grandfathered under the previous language which allowed the use of vacation time as it was earned as opposed to the new language which changes the eligibility for use to the anniversary of their date of hire.

C. To be eligible for length of service vacation leave, an employee must have a minimum of five (5) years of service which is full-time - years of service is defined as five (5) years or more of service without a break in employment excluding approved leaves of absence and layoff.

D. Vacation Authorization. An employee may utilize vacation leave only with the prior approval of the Circuit Judge or his/her designee. In case of conflict, seniority shall prevail for all employees who have submitted their request thirty (30) days in advance of their proposed vacation. Employees who submit their vacation request less than thirty (30) days prior to their anticipated vacation and who are in conflict with another employee, shall be subservient to the vacation desires of the earliest request. No employee shall be authorized to utilize consecutively more than fifteen (15) days of vacation leave. However, the Circuit Judge may authorize employee vacations on less than thirty (30) days notice and vacations of more than fifteen (15) days.

E. Vacation leave shall not be allowed in advance of being earned. If an employee has insufficient vacation leave credits to cover a period of absence, a payroll deduction for lost time shall be made.

F. Vacation leave shall be accumulative to a maximum of 1-1/2 times the employee's annual accrual of said vacation leave.

G. An employee who has completed six (6) months of service, upon separation from this Court, shall be paid at the person's current rate of pay for unused credited vacation leave. Upon separation from this Court, no vacation leave will be paid unless that person has been employed by this Court for at least six (6) months.

#### ARTICLE XIV HOLIDAYS

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



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. Life Insurance. The Employer shall pay the required premium to provide \$15,000.00 term life insurance to all full-time employees. The policy shall also provide for accidental death and dismemberment benefits in the amount of Fifteen Thousand and No/100 (\$15,000.00) Dollars. The amounts of such life insurance protection, as well as other benefits and conditions, are specified in the policy contract.

Section 3. The Employer shall continue to provide hospitalization coverage and life insurance during the time an Employee is on paid sick leave (drawing) from the employee's accrued sick leave bank (not sick and accident insurance) or on worker's compensation, for up to one (1) year.

Section 4. 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 5. 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 insurances 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 insurances shall continue for sixty (60) days. This is not in addition to the required twelve (12) weeks under the Family Medical Leave Act.



Section 6. 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 regarding preexisting conditions coverage and open enrollment, etc.

Section 7. Cafeteria Plan. Effective January 1, 2001 the Employer shall offer to all eligible employees the IRS Section 125 flexible benefit plan.

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  
WAIVER

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings oral or written, express or implied, between such parties, shall govern

their entire relationship and shall be the sole source of any and all rights or claims which may be exerted in arbitration or otherwise.

The 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 XVIII  
SEPARABILITY

If any section of this Contract, or of any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section, should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and any rider thereto, or the application of such Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XIX  
SPECIAL CONFERENCES

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 meetings shall be between at least two (2) but not more than three (3) representatives of the Union and two (2) representatives of the Employer. 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 conference if normally scheduled to work. There shall not be more than one (1) special conference per month.

ARTICLE XX  
PHYSICAL EXAMINATION TO DETERMINE 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.

ARTICLE XXI  
WORK RULES

Rules and Regulations. Every employee is expected to conduct himself or herself in a manner that will reflect credit upon the St. Joseph County governmental and judicial organization of which he or she is a part. The Employer may adopt reasonable rules and regulations governing employee's conduct and dress and a code of ethics where appropriate.

ARTICLE XXII  
VETERANS RIGHTS

Re-employment rights of Veterans will be in accordance with applicable state and federal laws.

ARTICLE XXIII  
LONGEVITY

Longevity Plan.

A. After four (4) years of continuous service, at thirty-five (35) hours per week, all full-time employees shall be entitled to an annual longevity bonus computed by multiplying the sum of Thirty and no/100 (\$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 and no/100 (\$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, any permanent part-time employees who qualify shall be entitled to an annual longevity bonus computed by multiplying the sum of Fifteen and no/100 (\$15.00) Dollars times the employee's years of service. After ten (10) years of continuous service, any permanent part-time employees who qualify shall be entitled to an annual longevity bonus computed by multiplying the sum of Twenty and no/100 (\$20.00) Dollars times the employee's years of service.

This longevity bonus shall vest on the day of the employee's employment 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.).

B. Notwithstanding any contrary provisions, employees hired after November 18, 1993 will not be eligible for longevity pay.

ARTICLE XXIV  
MILEAGE

Employees required to use their automobile in the course of their employment shall be reimbursed at the current published IRS rate. There will be no retroactive payments.

ARTICLE XXV  
NOTIFICATION OF ADDRESS

Employees shall notify the presiding Judge or the employee's immediate supervisor in writing of any change of address within five (5) working days after such change has been affected. The employer shall be entitled to rely upon the address shown on its record.

ARTICLE XXVI  
DISTRIBUTION OF AGREEMENT

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.

ARTICLE XXVII  
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 XXVIII  
POSTING OF VACANT POSITIONS

When the Employer determines to fill a vacant position within the bargaining unit, such vacancy shall be posted on a bulletin board for a period of seven (7) working days.

ARTICLE XXIX  
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, 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 XXX  
WORKERS' COMPENSATION SUPPLEMENT

Employees shall have the option to supplement his/her workers' compensation payment from his/her accrued and earned sick bank so that he/she can receive 100% of his/her normal pay.

The employee shall turn over and endorse to the Employer any workers' compensation checks he/she may receive, if the Employer compensates the employee from employee's earned sick bank before the employee receives workers' compensation payments, or the Employer may deduct such payments from any other compensation due the employee.

ARTICLE XXXI  
TRANSFERS BETWEEN BARGAINING UNITS

An employee transferring into this bargaining unit from another bargaining unit under 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 sick leave may also be carried over to this bargaining unit.

An employee transferring to another St. Joseph County Court 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 sick leave may also be carried over to that new unit if that labor contract permits same.

ARTICLE XXXII  
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.

ARTICLE XXXIII  
JOB CLASSIFICATION AND RATES

Section 1. 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.

Section 2. 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.

Section 3. 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.

ARTICLE XXXIV  
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 XXXV  
CRIMINAL HISTORY BACKGROUND CHECKS

The Employer shall have the right to conduct periodic criminal background checks of all Circuit Court Family Division 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 XXXVI  
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 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 XXXVII  
DURATION AND MODIFICATION OF AGREEMENT

Section 1. This Agreement shall be effective upon the execution of the Agreement and shall remain in full force and effect until 11:59 p.m. on December 31, 2011.

Section 2. 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. This 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

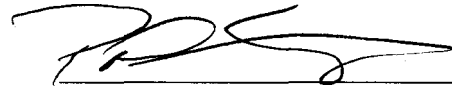
2nd day of June, 2009.

ST. JOSEPH COUNTY  
BOARD OF COMMISSIONERS

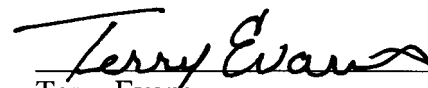
  
Robin Baker, Vice-Chairman

JUNE 2, 2009  
Date

ST. JOSEPH COUNTY  
CIRCUIT COURT


  
Honorable Paul Stutesman

5/28/09  
Date

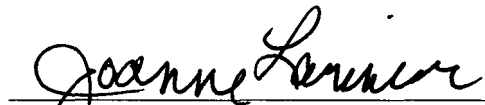
  
Terry Evans

5.28.09  
Date

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

  
William M. Farmer, Representative

5/27/09  
Date

  
Joanne Larimer

5/27/09  
Date

  
Alice Kielau

5-27-09  
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	970	Family Division Clerk
2 (1001-1175)		
3 (1176-1350)		
4 (1351-1525)	1355 1360 1420 1515	Family Division Bookkeeper Abuse/Neglect Specialist Family Division Coordinator Family Division Deputy Register
5 (1526-1700)		
6 (1701-1875)	1760	Family Division Register
7 (1876-2050)	2010	Diversion Caseload Coordinator (added 3-01-05)
8 (2051-2225)		
9 (2226-2400)	2295	Family Division Caseworker



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)