

3866

6/30/99

AGREEMENT

BETWEEN

ST. JOSEPH COUNTY BOARD OF COMMISSIONERS
CIRCUIT COURT AND FRIEND OF THE COURT
and
CHAPTER OF LOCAL #2955
MICHIGAN COUNCIL #25, AFSCME, AFL-CIO
FOR CIRCUIT COURT AND FRIEND OF THE COURT EMPLOYEES

St. Joseph County

Termination Date: June 30, 1999

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AGREEMENT

THIS AGREEMENT made this 19th day of November, 1996, effective as of the 1st day of July, 1996, except as otherwise provided hereunder, by and between the ST. JOSEPH COUNTY BOARD OF COMMISSIONERS, CIRCUIT COURT and FRIEND OF THE COURT OF ST. JOSEPH COUNTY, (hereinafter referred to as the "EMPLOYER"), and the CIRCUIT COURT and FRIEND OF THE COURT EMPLOYEES, CHAPTER OF LOCAL #2955, MICHIGAN COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "UNION").

ARTICLE I

UNION RECOGNITION; NO STRIKE CLAUSE;
PAST PRACTICE CLAUSE

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

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

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

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

ARTICLE II

UNION SECURITY AND DUES CHECKOFF

Section 1: The Employer agrees to deduct Union dues or Union representation fees from employee's paychecks to become effective the second payday of the month, following the employee's successful completion of thirty (30) days of employment probation, 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 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 3: Continued Employment: The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or representation fee within thirty (30) calendar days after that notice is received, the Union shall notify the Employer by certified mail of this omission. Fifteen (15) calendar days after receipt of notification by the Employer, the Employer shall terminate that employee. An exception to the above is as follows:

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

Section 4: Hold Harmless and Indemnification: The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fees, or in reliance upon any list, notice, certification or authorization furnished under this Article or the termination of an employee as provided hereunder. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

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

ARTICLE III

MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of the electors of the County, hereby retains and reserves to itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including by way of illustration, but without limiting the generality of the foregoing, the following rights: the management and administrative control of the Court and Friend of the Court and its properties and facilities and the work related activities of its employees; to determine employees' qualifications and the work related activities of its employees; to hire all employees, to determine the requirements for employees'

continued employment, or their termination or dismissal; and to promote and transfer all employees; to schedule overtime; to determine schedules of working hours and days; to determine assignments and layoffs; to determine the duties, responsibilities, assignments and other terms and conditions of employment of all of its employees; to determine physical and/or psychological qualifications of employees; to determine functions, authority, amount of supervision and table of organization; to determine the policy affecting selection, testing, recruitment, training or hiring of employees; to determine or modify the responsibilities within a position; and to transfer or reduce personnel and to subcontract. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the applicable Michigan laws or any other national, state, county, district or local laws or regulations as they pertain to the Employer. In general all rights except such as specifically abridged or relinquished herein are reserved to the Employer.

ARTICLE IV

SENIORITY

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

- A. "Last date of hire" shall mean the date on which an employee was hired since which he/she has not quit, retired or been discharged.
- B. Permanent part-time employees who qualify shall accumulate seniority at the rate of one-half (1/2) year for every one (1) year that is worked.

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

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

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

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

ARTICLE V

LAYOFF AND RECALL

Section 1: The word "layoff" means a reduction in the working force.

Section 2: In the event of a layoff, the Union shall be provided with at least fourteen (14) calendar days notice of such layoff. The following procedure will be mandatory. Probationary employees within the affected department will be laid off first, provided the remaining employees have the then present ability to perform the remaining work. Seniority employees within the affected department will be laid off in reverse order of seniority, provided the remaining employees have the then present ability to perform the remaining work.

- A. Seniority as used in this Article shall refer to departmental seniority.

Section 3: When the working force is increased after a layoff, employees shall be recalled according to their seniority provided they have the present ability to perform the work.

Section 4: 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 then last known address. If an Employee fails to report for work within ten (10) calendar days from the receipt or delivery of notice of recall, he/she shall be considered to have terminated his/her employment. It is the responsibility of the employee to keep the Employer informed of his/her last known address in writing.

Section 5: In the event of a layoff, it is agreed that replacement part-time employees will not be used to supplement the work force. However, if there are part-time employees working prior to a layoff, said part-time employees shall be laid off with any full-time employee, according to seniority.

ARTICLE VI

GRIEVANCE PROCEDURE; UNION REPRESENTATION
BARGAINING COMMITTEE

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

Section 2:

- STEP 1. An Employee who believes he/she has a grievance shall first discuss the matter with the Employer or his/her designee within five (5) working days after he/she becomes aware of or should have known the occurrence of the event upon which the grievance is based.
- STEP 2. (a) If the matter is thereby not disposed of, it will be submitted in written form by the steward to the Employer within five (5) working days after the discussion in Step 1. Upon receipt of the grievance, the Employer shall sign and date the steward's copy of the grievance.
- (b) The Employer shall give its answer in writing to the steward within five (5) working days of receipt of the grievance. The steward shall sign the Employer's copy acknowledging receipt of the Union's copy.

- STEP 3. (a) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer to STEP 2 meet with the Employer or its designated representative for the purpose of attempting to resolve the dispute.
- (b) The Employer or its designated representative shall respond to Council #25 by giving an answer to the grievance in writing within five (5) working days after the meeting in (a) above.

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

- (a) File a demand for arbitration with the Federal Mediation and Conciliation Service within thirty (30) days from the Employer's answer in STEP 3.
- (b) The arbitration proceedings shall be conducted in accordance with the Rules and Regulations of Federal Mediation and Conciliation Service.
- (c) The Arbitrator shall have no authority to add to, subtract from, change or modify the provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and Federal Mediation and Conciliation Service shall be shared equally by the Employer and the Union.
- (d) After a demand for arbitration has been made, the Union and Employer representatives shall hold the arbitration within sixty (60) calendar days. If the arbitrator is not available within that sixty (60) days, another arbitrator shall be selected who will be available within that time frame. All arbitrations shall be held within sixty (60) days unless the parties agree to extend the time in writing.

Section 3: Grievances which are not appealed by the 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 process to the next step.

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

Section 5: Election of Remedies: When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract beyond Step 3. The employee must make his/her election within five (5) days after the Step 3 answer is received. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

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

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

Section 7: Bargaining Committee:

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

B. Two (2) employee members of the Bargaining Committee will be paid for the time spent in negotiations in the event they are normally scheduled to work during a bargaining meeting. Employees shall return to their 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 VII

DISCHARGE OR SUSPENSION

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

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

ARTICLE VIII

NEW JOB CLASSIFICATION

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

ARTICLE IX

RECLASSIFICATION PROCEDURE

Section 1. Reclassification shall be conducted once a year on a timetable allowing presentation to the Board of Commissioners by the first of June. The procedure noted in Section 2 must be followed. Any position which has been reclassified or denied reclassification through this process shall not be considered for the reclassification procedure for three (3) years.

In the event that a reclassification is approved, the same will become effective, if funds are available, the next pay period following the Board of Commissioners' approval or the start of the next budget year, as determined by the Board of Commissioners. The Board of Commissioners has sole discretion to determine whether or not funds are available for this purpose.

Section 2:

- A. In order for a reclassification proposal to be considered, reclassification requests must be submitted by an employee, the Friend of the Court, or the Circuit Court administrator no later than May of each year.
- B. A meeting will be held between the Friend of the Court, a Union representative, the three court administrators and county administrator to discuss the reclassification proposal. The employee may attend if requested by any of the above persons.
- C. A majority of the above-stated persons (excluding the employee, and excluding the department head, if he/she made the request) must vote to have the proposal forwarded to the Circuit Court Judge. The vote shall be by secret ballot.
- D. The Judge shall review the forwarded proposals and may approve the reclassification request and forward it to the Board of Commissioners.
- E. The Board of Commissioners, within its sole discretion, shall make the final determination from the recommendations received from the Judge if an employee is to be reclassified.

It is expressly understood and agreed that the decision made by the Judge or Board of Commissioners is not subject to any grievance procedure contained in this collective bargaining agreement. The decision of the Board of Commissioners is final and binding on all the parties.

ARTICLE X

TRANSFERS AND PROMOTIONS

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

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

- A. If there are no bidders for such posted job, or among those who bid therefor there are none who qualify therefor, the job shall be filled by hiring from outside of the bargaining unit.
- B. In the event the senior applicant is denied the job, reasons for such denial shall be given in writing to the employee and his/her representative.
- C. At the close of the posting, the Employer will provide the Chapter Chairperson with a copy of such posting, the name of employees who bid for the position and the employee to whom the job was awarded.

ARTICLE XI

WAGES; OVERTIME; JURY DUTY

Section 1: Wages:

A. Effective July 1, 1996 through December 31, 1996, all classifications covered by this Agreement as listed in appendix A-1, shall receive a one percent (1%). Retroactive pay shall be given to those employed on the date of ratification by the parties.

B. Effective January 1, 1997 all classifications covered by this Agreement, as listed in appendix A-2, shall be included in the County-wide classification and compensation system.

C. Effective January 1, 1997, employees shall be placed on the compensation system based on their hourly rate as of December 31, 1996, on the nearest step that would result in an increase in their hourly rate. (Appendix A-3)

D. Effective January 1, 1998 the compensation system covered by this Agreement shall be increased by one percent (1%). Effective January 1, 1999 the compensation system covered by this Agreement shall be increased by one percent (1%). This increase is for the period January 1, 1999 through December 31, 1999. The compensation system effective January 1, 1997, January 1, 1998 and January 1, 1999 are set forth in Appendix A-4, which is attached hereto and by this reference made a part hereof.

E. 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.

F. 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.

G. Effective January 1, 1998, one half percent (1/2%) shall be applied to the hourly rate of those employees whose hourly rate exceeds the maximum step of their pay grade. Effective January 1, 1999, one half percent (1/2%) shall be applied to the hourly rate of those employees whose hourly rate exceeds the maximum step of their pay grade.

Section 2: Overtime:

- A. Employees required to work in excess of eight (8) hours in one day, or on a Saturday, shall be compensated at time and one-half for such hours worked.
- B. Employees required to work on Sunday shall be compensated at double time.
- C. Employees required to work on designated holidays as defined in this Agreement shall be compensated at double time in addition to holiday pay.
- D. Overtime will be authorized in advance by the Employer and noted on the time records.

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

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

ARTICLE XII

HOURS OF WORK

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

Section 2: Permanent Part-Time Employees' Benefits: Permanent part-time employees (not temporary) who work an average of at least twenty (20) hours per week for a continuous period of thirteen (13) weeks shall be entitled to paid holidays, accumulation of sick leave, vacation, longevity and seniority benefits on the basis of one-half (1/2) of a full-time employee's accrual. This benefit shall be retroactively applied after the qualifying period is served and shall continue until a permanent part-time employee's average hours for a continuous thirteen (13) week period shall be less than twenty (20) hours per week.

ARTICLE XIII

LEAVES OF ABSENCE

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

Section 2: Sick Leave:

A. Employees eligible for sick pay are full-time employees and permanent part-time employees who qualify and who have been employed for thirty (30) calendar days, or more.

B. Accumulated Sick Leave: Sick leave shall accumulate from the first day of employment in the following manner:

1. Full-time employees shall accumulate sick leave at the rate of one-half (1/2) day per pay period - 13 days per calendar year.
2. Permanent part-time employees who qualify shall accumulate sick leave at the rate of one-quarter (1/4) day per pay period - six and one-half (6 1/2) days per calendar year.

3. Unused sick leave may be accumulated from year to year up to a maximum bank of one hundred twenty (120) days.

C. When employment is terminated by resignation after completing six (6) years of employment for those employees hired after July 1, 1993, and four (4) years for those employees hired prior to July 1, 1993, the employee shall receive fifty percent (50%) pay for all accumulated sick leave. Upon retirement or death, the employee, or in the case of death, the employee's estate, shall receive fifty percent (50%) pay for all accumulated sick leave.

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

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

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

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

G. Physical and Mental Examination to Determine Standards of Fitness: The Employer reserves the right to require an employee, at the Employer's expense, if not covered by the employee's insurance, to take a physical or mental examination (1) if an employee is having difficulty in performing his/her duties, or (2) on return from any kind

of medical leave of absence, such as sick leave or worker's compensation or sick and accident leave. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her choosing. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to perform an examination and to submit a report to the Employer and the employee, and the decision of such third doctor shall be binding on all the parties. The expense of the third doctor shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of that report, the Employer may take appropriate action.

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

Section 3: Bereavement Leave:

A. Up to five (5) consecutive work days leave from the date of death may be used as funeral leave for a death of a spouse or child upon proper notification to the Employer or his/her designee as soon as reasonably possible.

B. Up to three (3) consecutive work days leave from the date of death may be used as funeral leave for a death of a parent, brother, sister, father-in-law, mother-in-law, step-parent, step-child, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, aunt, uncle, upon proper notification to the Employer or his/her designee as soon as reasonably possible.

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

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

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

ARTICLE XIV

FAMILY AND MEDICAL LEAVE

Section 1: Unpaid Leave: (Family and Medical Leave Act 1993):

A. 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 may request an unpaid personal leave of absence for a period not to exceed twelve (12) work weeks during any consecutive 12-month period. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the department head. An employee electing an unpaid leave of absence cannot later decide to use accrued paid leave. A personal 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. To attend an educational institute, or for other reasons deemed appropriate by the department head.

Section 2: Notice:

A. 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) 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) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child or parent 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) 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) days the employee shall provide such notice as is practicable.

Section 3: Certification for Medical Leaves:

A. For leaves taken to care for a sick spouse, child, or parent 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:

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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;
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2. Shall provide the Employer with not less than thirty (30) 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) days the employee shall provide such notice as is practicable.

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A. For leaves taken to care for a sick spouse, child, or parent 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 provider regarding the condition;
4. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent 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 positions 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, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent 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:

A. 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 agrees to such an arrangement

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

1. 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:

A. 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 item E of this section.

Section 6: Accrued Leave Usage:

A. An eligible employee may elect, or an employer may require the employee, to substitute all accrued paid leave prior to an unpaid leave of absence. 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:

A. Seniority shall accumulate during an approved unpaid leave of absence under conditions 1 through 4 listed in Section 1A 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 for eligible employees employed for at least one (1) year and who have at least 1250 hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on an approved unpaid leave of absence under conditions 1 through 4 listed in Section 1A 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.

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

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

ARTICLE XVI

VACATION

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

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

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

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

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

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

Section 5: If a regular pay day falls during an employee's vacation, he/she will receive that check in advance before going on vacation if requested from the department head and if proper notification is given on appropriate voucher prior to the regular pay day before going on vacation.

Section 6: 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 7: Rate During Vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefit provided for in this Agreement.

Section 8: A vacation may not be waived by an employee and extra pay received for work during that period.

ARTICLE XVII

PENSIONS

Effective as soon as possible after ratification of contracts by all the parties; and as soon as the actuary can make the appropriate changes to the plan and submission of the plan to the State for approval; the Employer agrees to make the following changes: (NOTE: "All the parties" include AFSCME Units - General, Circuit & Probate; District Court Association; Telecommunicators' Association; and the Board of Commissioners.)

Increase the benefit multiplier from 1.2%/1.7% to 1.8%.

The current 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 the plan, after the effective date of this change. Contributions made prior to the effective date of this change, may be withdrawn upon separation.

All other terms and provisions of the present retirement program remain unchanged.

ARTICLE XVIII

SPECIAL CONFERENCES

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

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

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

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

ARTICLE XIX

INSURANCE

Section 1: Life Insurance Coverage: The Employer agrees to provide all eligible full-time employees with life insurance, plus accidental death and disability, in the amount of Fifteen Thousand (\$15,000.00) Dollars. In the event an employee wishes to purchase additional coverage he/she may do so up to a maximum of Five Thousand (\$5,000.00) Dollars, provided the employee pays for the premiums required above the Fifteen Thousand (\$15,000.00) Dollar coverage provided by the Employer.

Section 2: Hospitalization Insurance: All full-time employees, upon completion of sixty (60) days employment, shall be insured by the Employer's present, or an equivalent, hospitalization insurance program with a carrier authorized to do business in the State of Michigan. The Employer shall pay the entire cost of the insurance premium for the employees and eligible dependents, except as otherwise provided under this contract.

Section 3: Dental Insurance: All full-time employees, upon completion of sixty (60) days employment, shall be eligible, if insurable, for enrollment in a dental insurance program, similar to the Blue Cross-Blue Shield Class I and Class II dental benefits, including riders CR 50-50, rider MPL 800 and dependent coverage, but excluding Class III and orthodontic benefits. This program may be provided by an insurance carrier of the Employer's choice.

Section 4: Sickness and Accident Insurance: Effective July 1, 1986, all full-time employees shall be insured by an insurance carrier of the Employer's choice for sickness and accident benefits. The sickness and accident benefits shall commence on the 31st day after sickness or accident and shall pay sixty-five (65%) percent of the employee's wages, up to a maximum of Four Hundred (\$400.00) 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 and Medical Leave Act.

Section 5: Employer Health Deductible Fund: The Employer will contribute up to \$1,800.00 to a fund for health insurance deductibles, excluding the drug rider, based upon a twelve (12) month period, currently January through December each year (to be consistent with Blue Cross/Blue Shield deductible twelve (12) month period). From this fund the Employer will reimburse employees within sixty (60) days after close of the year, currently December 31st, for the amounts of the deductible paid by the employee; i.e., up to \$275.00 for hospital and up to \$100.00 for family master medical deductible; i.e., over \$100.00 paid by the employee up to \$100.00 additional and over \$50.00 paid by the employee up to additional \$50.00 for single coverage. If the total exceeds \$1,800.00 for all the employees in the Circuit Court bargaining unit, those employees will be paid pro rata (based on percentage of amount paid). The \$1,800.00 maximum for each year and any remaining funds from year to year will not be added to another year.

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. That employee shall receive \$1,000.00 per year, pro rata, based upon twelve (12) months per year in lieu of health insurance coverage. Such payment shall be paid quarterly or annually at the employee's option. If this same provision is in another St. Joseph County collective bargaining contract, then those two (2) employees shall determine who shall receive the \$1,000.00 payment.

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 the \$1,000.00 noted above and under the same payment terms and conditions. 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 XX

PROBATIONARY PERIOD

All employees shall be considered probationary employees until the employee has completed six (6) months of work. During the probationary period, the Employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason, or for no reason and is an employee at will. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work for any reason, his/her probationary period shall be extended by a period equal to the duration of such absence.

ARTICLE XXI

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XXII

CONCLUDING CLAUSE

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

ARTICLE XXIII

WAIVER

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights of claims which may be exerted in arbitration or otherwise.

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

ARTICLE XXIV

SEPARABILITY

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

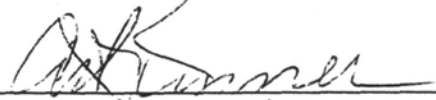
ARTICLE XXV

TERMINATION AND MODIFICATION

Section 1: This Agreement shall continue in full force and effect until 11:59 p.m. on June 30, 1999. Wages have been negotiated through December 31, 1999. Upon the written request of either party to this Agreement, both parties shall commence negotiations for a new Agreement no sooner than ninety (90) days prior to the expiration thereof. The contract shall continue in full force and effect after the expiration date unless either party gives ten (10) days written termination notice.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 19th day of November, 1996.

ST. JOSEPH COUNTY
BOARD OF COMMISSIONERS

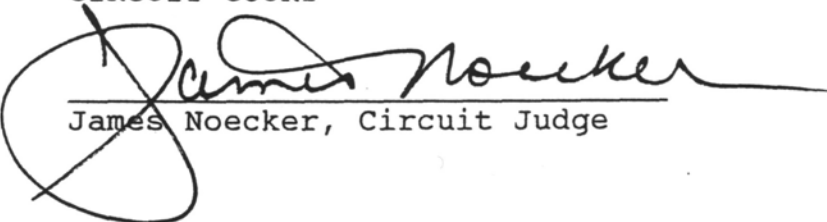


Art Renner, Chairman

11/19/96

Date

ST. JOSEPH COUNTY
CIRCUIT COURT



James Noecker, Circuit Judge

November 18, 1996

Date

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



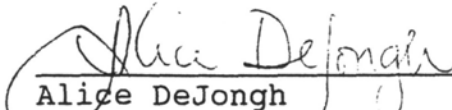
Bobbi Ryan, Representative

11/13/96

Date

11-15-96

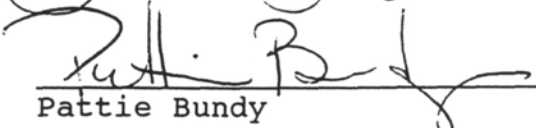
Date



Alice DeJongh

11-15-96

Date



Pattie Bundy

APPENDIX A-1

CLASSIFICATIONS AND WAGES FROM
JULY 1, 1996 THROUGH DECEMBER 31, 1996

Rates Effective 7/1/96 - 12/31/96*
(1% Increase Over 7/1/95)

Caseworker	12.27	13.43	14.49	15.10
Circuit Court Recorder				
Judicial Secretary	11.07	12.13	12.57	13.09
Receptionist/Accounting Clerk	10.33	11.23	11.59	12.10
Account Clerk				
Data Processing Account Clerk				
Secretary to Friend of Court	9.56	10.37	10.69	11.04
Friend of the Court Part-time	8.80	9.57	9.76	9.96
Part-time Receptionist/Clerk	8.08	8.67	8.96	9.28

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

APPENDIX A-2

CLASSIFICATION SYSTEM EFFECTIVE 1/1/97

<u>Pay Grade & JE Points Range</u>	<u>Total JE Points</u>	<u>Classifications</u>
1 Up to 1000 Points	915	Friend of the Court Receptionist/Clerk
2 (1001-1175)	1145	Friend of the Court Secretary
3 (1176-1350)	-	-
4 (1351-1525)	1400 1485 1515	Circuit Court Recorder Friend of the Court Account Clerk Friend of the Court Clerk
5 (1526-1700)	1565	Circuit Court Judicial Sec/Assign Clerk
6 (1701-1875)	-	-
7 (1876-2050)	-	-
8 (2051-2225)	-	-
9 (2226-2400)	2295	FOC Enforcement Caseworker/Investigator

APPENDIX A-3

PLACEMENT OF PRESENT EMPLOYEES
ON THE CLASSIFICATION SYSTEM
EFFECTIVE 1/1/97

<u>PAY GRADE</u>	<u>CLASSIFICATION</u>	<u>EMPLOYEE'S NAME</u>	<u>STEP</u>
1	Friend of the Court Receptionist/Clerk	Susan Dentler	3
2	Friend of the Court Secretary	E'Coie Hill	7
3	-		
4	Circuit Court Recorder	Yvonne Bogen	Exceeds MAX
	Friend of the Court Account Clerk	Pam Armstrong	Exceeds MAX
		Ellen Hull	Exceeds MAX
	Friend of the Court Clerk	Janice Birkhold	Exceeds MAX
		Pattie Bundy	Exceeds MAX
5	Circuit Court Judicial Secretary/Assignment Clerk	Benita Rainors	Exceeds MAX
6	-		
7	-		
8	-		
9	FOC Enforcement Caseworker/ Investigator	Andi Boulette-Guy	5
		Alice DeJongh	5
		Mary Herendeen	2
		Andrea Jeffers	2

APPENDIX A-4

WAGES

Rates Effective 1/1/97 - 12/31/97
 (Implementation of County Wide Classification & Compensation System)

PAY GRADE	MIN	6 MTHS	1 STEP	2 STEP	3 STEP	4 STEP	5 STEP	6 STEP	7 STEP	MAX
1	7.43 —	7.57 1.9%	7.71 1.8%	7.99 3.6%	8.27 3.5%	8.55 3.4%	8.82 3.3%	9.10 3.2%	9.38 3.1%	9.66 3.0%
2	7.80 —	7.95 1.9%	8.09 1.8%	8.39 3.6%	8.68 3.5%	8.97 3.4%	9.27 3.3%	9.56 3.2%	9.85 3.1%	10.14 3.0%
3	8.19 —	8.35 1.9%	8.50 1.8%	8.81 3.6%	9.12 3.5%	9.42 3.4%	9.73 3.3%	10.04 3.2%	10.34 3.1%	10.65 3.0%
4	8.86 —	9.03 1.9%	9.20 1.8%	9.53 3.6%	9.86 3.5%	10.19 3.4%	10.52 3.3%	10.86 3.2%	11.19 3.1%	11.52 3.0%
5	9.68 —	9.86 1.9%	10.04 1.8%	10.40 3.6%	10.77 3.5%	11.13 3.4%	11.49 3.3%	11.86 3.2%	12.22 3.1%	12.58 3.0%
6	10.54 —	10.73 1.9%	10.93 1.8%	11.33 3.6%	11.72 3.5%	12.12 3.4%	12.51 3.3%	12.91 3.2%	13.30 3.1%	13.70 3.0%
7	11.27 —	11.48 1.9%	11.69 1.8%	12.11 3.6%	12.53 3.5%	12.96 3.4%	13.38 3.3%	13.80 3.2%	14.22 3.1%	14.65 3.0%
8	12.16 —	12.38 1.9%	12.61 1.8%	13.07 3.6%	13.52 3.5%	13.98 3.4%	14.43 3.3%	14.89 3.2%	15.35 3.1%	15.80 3.0%
9	12.80 —	13.04 1.9%	13.28 1.8%	13.76 3.6%	14.24 3.5%	14.72 3.4%	15.20 3.3%	15.68 3.2%	16.16 3.1%	16.64 3.0%

APPENDIX A-4 - continued

WAGES

Rates Effective 1/1/98 - 12/31/98
(1% Increase)

<u>PAY</u> <u>GRADE</u>	<u>MIN</u>	<u>6</u> <u>MTHS</u>	<u>1</u> <u>STEP</u>	<u>2</u> <u>STEP</u>	<u>3</u> <u>STEP</u>	<u>4</u> <u>STEP</u>	<u>5</u> <u>STEP</u>	<u>6</u> <u>STEP</u>	<u>7</u> <u>STEP</u>	<u>MAX</u>
1	7.50	7.65	7.79	8.07	8.35	8.64	8.91	9.19	9.47	9.76
2	7.88	8.03	8.17	8.47	8.77	9.06	9.36	9.66	9.95	10.24
3	8.27	8.43	8.59	8.90	9.21	9.51	9.83	10.14	10.44	10.76
4	8.95	9.12	9.29	9.63	9.96	10.29	10.63	10.97	11.30	11.64
5	9.78	9.96	10.14	10.50	10.88	11.24	11.60	11.98	12.34	12.71
6	10.65	10.84	11.04	11.44	11.84	12.24	12.64	13.04	13.43	13.84
7	11.38	11.59	11.81	12.23	12.66	13.09	13.51	13.94	14.36	14.80
8	12.28	12.50	12.74	13.20	13.66	14.12	14.57	15.04	15.50	15.96
9	12.93	13.17	13.41	13.90	14.38	14.87	15.35	15.84	16.32	16.81

APPENDIX A-4 - continued

WAGES

Rates Effective 1/1/99 - 12/31/99
(1% Increase)

<u>PAY</u> <u>GRADE</u>	<u>MIN</u>	<u>6</u> <u>MTHS</u>	<u>1</u> <u>STEP</u>	<u>2</u> <u>STEP</u>	<u>3</u> <u>STEP</u>	<u>4</u> <u>STEP</u>	<u>5</u> <u>STEP</u>	<u>6</u> <u>STEP</u>	<u>7</u> <u>STEP</u>	<u>MAX</u>
1	7.58	7.73	7.87	8.15	8.43	8.73	9.00	9.28	9.56	9.86
2	7.96	8.11	8.25	8.55	8.86	9.15	9.45	9.76	10.05	10.34
3	8.35	8.51	8.68	8.99	9.30	9.61	9.93	10.24	10.54	10.87
4	9.04	9.21	9.38	9.73	10.06	10.39	10.74	11.08	11.41	11.76
5	9.88	10.06	10.24	10.61	10.99	11.35	11.72	12.10	12.46	12.84
6	10.76	10.95	11.15	11.55	11.96	12.36	12.77	13.17	13.56	13.98
7	11.49	11.71	11.93	12.35	12.79	13.22	13.65	14.08	14.50	14.95
8	12.40	12.63	12.87	13.33	13.80	14.26	14.72	15.19	15.66	16.12
9	13.06	13.30	13.54	14.04	14.52	15.02	15.50	16.00	16.48	16.98