

BOARD OF COMMISSIONERS

ST. JOSEPH COUNTY BOARD OF COMMISSIONERS AGENDA for MEETING on February 18, 2025, 5:00pm HISTORIC COURTHOUSE, COMMISSION ROOM

1. Call to Order
2. Opening Ceremonies
(Invocation and Pledge of Allegiance)
3. Roll Call
4. Adoption of Agenda
5. Consent Agenda
 - a. Board Meeting Minutes January 21, 2025
 - b. Artificial Intelligence (AI) Usage Policy
 - c. Acceptable Use Policy
 - d. Collective Bargaining Agreements
 - AFSCME Family Court
 - AFSCME Friend of the Court
 - AFSCME General Unit
 - AFSCME Probate Court
 - District Court Association
 - FOP Corrections Division
 - e. Board of Public Works Re-appointment
 - Eric Shafer
 - f. Materials Management Planning Committee Appointment
 - Stephen Wolf
 - g. Parks & Recreation Commission Board Re-appointment
 - John Dobberteen
 - Steve Zarza

I move to approve the consent agenda items.
6. Public Comment (4-minute limit per person)

7. Presentations
 - A. Rooted Safe House Presentation. Presented by Tiffany Wagler & Jim Stuck
 - B. 2024 Building & Grounds Annual Report. Presented by Jody Alger
 - C. 2023 & 2024 Friend of the Court Annual Report. Presented by Mary Herendeen
 - D. 2024 Information Technology Annual Report. Presented by Dustin Bainbridge
8. County Administrator's Report
9. Committee Reports and Appointments
10. Unfinished Business
11. New Business
 - A. Rooted Safe House Appropriation. Presented by Jared Hoffmaster/Angie Steinman
I move to approve the appropriation for Rooted Safe House in the amount of \$15,000 from CDBG Program Income Funds.
 - B. Budget Amendments. Presented by Angie Steinman
 - 1 ESTABLISH BUDGET FOR JURY SYSTEM

101-212-675.010	BUDGETED USE OF FUND BALANCE	20,000
101-215-816.310	COMPUTER MAINT/SVC CONTRACT	20,000
 - 2 ESTABLISH THE BUDGETS TO TRANSFER DOLLARS FROM COA TO CAPITAL IMPROVEMENT FUND TO REPLACE COA MEALS ON WHEELS TRUCK

273-672-675.010	BUDGETED USE OF FUND BALANCE	64,000
273-672-995.445	TRANSFER TO F445 CAPITAL	64,000
445-001-699.273	TRANSFER IN FROM COA	64,000
445-001-986.273	CAPITAL - COA	64,000

I move to approve the budget amendments as presented.
12. Commissioner Comments (for items not on the agenda)
13. Closed Session Legal Opinion.
I move to go into closed session under Section 8 (h) of the Open Meetings Act to discuss a written legal opinion exempt from disclosure under the attorney-client privilege and section 13(1)(g) of the Freedom of Information Act.
14. Adjournment

**ST. JOSEPH COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
January 21, 2025**

The Regular Session of the Board of County Commissioners for the County of St. Joseph, State of Michigan, was held in the Commission Chambers on January 21, 2025, at 5:00 p.m.

Chairman Jared Hoffmaster called the meeting to order.

The invocation was given by Commissioner Rick Shaffer.

County Clerk Gina Everson called the roll, and the following commissioners were present:

- Rusty Baker
- Jared Hoffmaster
- Ken Malone
- Luis Rosado
- Rick Shaffer
- Christina Yunker

COMMISSIONERS ABSENT: Terry Conklin

Also Present: County Administrator Teresa Cupp, Finance Director Angie Steinman

PUBLIC COMMENT

- Regina Chapman of Three Rivers
- Paige Willis of White Pigeon
- Deborah Davis of Colon
- Andrew Brandt of Centreville

ADDITIONS/DELETIONS TO THE AGENDA

None

APPROVAL OF AGENDA

It was moved by Commissioner Baker and seconded by Commissioner Malone to approve the agenda as presented. Motion carried.

CONSENT AGENDA

It was moved by Commissioner Rosado and seconded by Commissioner Malone to approve the consent agenda as presented. Motion carried.

The consent agenda included:

1. Special Board Meeting Minutes from January 7, 2025.
2. Updates to the St. Joseph County Board Rules.
3. Local Emergency Planning Committee (LEPC) Board Appointments.

PRESENTATIONS

- **Resolution Honoring Ken Malone for Service 2023–2024:**

Chairman Jared Hoffmaster and Commissioner Rick Shaffer presented a resolution honoring Ken Malone for his service as Chairman of the Board from 2023–2024. The resolution was unanimously adopted by the Board.

COUNTY ADMINISTRATOR'S REPORT

Administrator Teresa Cupp provided an update on county operations, including onboarding of elected officials, leadership training, and other ongoing project.

COMMITTEE REPORTS AND APPOINTMENTS

Chair Jared Hoffmaster presented the proposed **2025 Board of Commissioner Committee Appointments** for consideration by the Board.

It was moved by Commissioner Shaffer and seconded by Commissioner Malone to approve the **2025 Board of Commissioner Committee Appointments** as presented. Motion carried.

Additionally, Commissioner Rosado provided an update on road commission projects, followed by Commissioner Yunker, who also commented on road commission efforts. Commissioner Baker shared updates on the Three Rivers Court building and the need for a special meeting. Chair Hoffmaster provided an update on the Transportation Authority's budget cut.

UNFINISHED BUSINESS

None

NEW BUSINESS

None

COMMISSIONER COMMENTS

- Commissioner Shaffer reflected on new leadership at the county.
- Commissioner Malone thanked the community and fellow commissioners.
- Commissioner Baker expressed gratitude for Commissioner Malone's service as Chair.
- Commissioner Rosado and Commissioner Yunker appreciated public engagement.
- Chair Hoffmaster thanked attendees for their participation

ADJOURNMENT

It was moved by Commissioner Shaffer and seconded by Commissioner Malone to adjourn the meeting at 5:33 p.m. Motion carried.

Gina Everson, St. Joseph County Clerk/Register

St. Joseph County AI Usage Policy

1. Purpose

The purpose of this policy (“Policy”) is to ensure that the use of Artificial Intelligence (AI) technologies by employees, independent contractors, officers, managers, and directors (“Users”) of St. Joseph County (the “County”) enhances operational efficiency, improves service delivery, and adheres to ethical, legal, and professional standards.

There are many definitions of AI, the broadest of which may be, “the combination of computer science and data to enable problem solving.” Other definitions draw specific parallels to human-like intelligence, such as “the theory and development of computer systems able to perform tasks that normally require human intelligence.”

Whatever the definition, AI is still in its relatively early stages of development, growth and deployment. Artificial Intelligence technologies will continue to evolve following the adoption of this Policy. As a result, this Policy will be periodically updated to anticipate and respond to changes in technology; industry practices; viable “use cases”; and user feedback.

2. Scope

This Policy applies to all Users including employees, departments, and contractors of the County utilizing AI technologies in any aspect of their work with the County.

3. Policy Guidelines

3.1 Ethical Standards

- **Transparency:** Wherever feasible, AI processes should be transparent, and decisions made by AI technologies should be explainable to the recipients of those decisions.
- **Human Accountability:** Users involved in the design, development, deployment, and use of AI technologies must remain accountable for the ethical integrity, accuracy, outcomes, and impacts of these technologies. Human oversight is essential to ensure that AI works and decisions are justifiable and align with the County's professional and ethical standards, and public expectations. (Refer to the "Standards for Personal Conduct" section of the Employee Handbook for overarching guidelines.)

3.2 Acceptable Use

A list of approved AI technologies can be found in Appendix A. The following language has been adapted from Section 4.1 of the County’s Acceptable Use Policy:

- All uses of AI technologies must comply with the County’s policies, standards, procedures, and guidelines, as well as any applicable license agreements and laws including Federal, State, and local intellectual property laws.
- Users are responsible for protecting organizational information and resources from unauthorized use or disclosure.
- Users must observe authorized levels of access and utilize only technology, devices, services, and software approved by the appropriate manager or and the Information Technology Director/ designated security representative.
- Any suspected information security incidents or weaknesses must be immediately reported to the appropriate manager and the Information Technology Director/ designated security representative.

This section outlines requirements that supplement existing County policies, building upon the guidelines outlined in the Acceptable Use Policy and Employee Handbook to address the unique challenges and responsibilities associated with AI technologies. AI-specific acceptable use includes:

- **Enhancement, not Replacement:** AI can be used to enhance the capabilities of Users and improve efficiency, but not to completely replace human decision-making.
- **Data Integrity:** AI technologies must only use data that is accurate, relevant, and collected through ethical means. Users should be aware of potential errors, biases, or limitations of the AI technologies, and verify the accuracy, completeness, and appropriateness of the results.
- **Security and Privacy:** AI technologies must comply with all applicable data protection laws, ensuring that personal and sensitive information is handled securely and with respect for individual privacy. Users must not disclose, use or input any trade secrets, confidential, proprietary or sensitive information, or intellectual property unless approved by the appropriate manager. (Refer to "Personnel Files" and "Confidentiality" sections in the Employee Handbook for more details.)

3.3 Unacceptable Use

The following language has been adapted from Section 4.2 of the existing Acceptable Use Policy and are examples of unauthorized or unacceptable uses of AI, workstations, information and information technology resources (this is not an all-inclusive list):

- Unauthorized use or disclosure of personal, private, sensitive, or confidential information.
- Introducing malicious software or attempting to avoid user authentication or security controls.
- Unauthorized copying, distribution, or transmission of copyrighted material.
- Generating or amplifying offensive, lewd, abusive, unethical, discriminatory, harassing or other prejudicial content.

This section outlines requirements that supplement existing County policies, building upon the guidelines outlined in the Acceptable Use Policy and Employee Handbook to address the unique challenges and responsibilities associated with AI technologies. AI-specific unacceptable use includes:

- **No Autonomous Decisions in Critical Areas:** AI should not be used to make autonomous decisions in areas affecting individual rights or freedoms without human oversight. This includes, but is not limited to, legal, judicial, or law enforcement decisions.
- **No Undermining of Public Trust:** AI technologies must not be used in ways that could deceive the public or misrepresent information provided by the County.

Prohibited Data Types: To ensure compliance with all laws and regulations, prohibited data types shall not be entered into an AI technology, as governed by the County's existing policies on data protection and confidentiality.

3.4 Compliance and Monitoring

The following language has been adapted from Section 4.1 of the existing Acceptable Use Policy and are examples of compliance and monitoring of User security measures, audits, training, and reporting (this is not an all-inclusive list):

- Users must protect their credentials and lock their computer screens when not in use to prevent unauthorized access.
- Regular audits will be conducted to ensure compliance and proper functioning of AI technologies.
- Training on ethical use of AI and legal updates will be provided to all Users involved in AI operations. (This aligns with the "Training and Oversight" provisions in the Employee Handbook.)
- Incident reporting protocols outlined in the Acceptable Use Policy must be followed for AI-related breaches or misuse.

This section outlines requirements that supplement existing County policies, building upon the guidelines outlined in the Acceptable Use Policy and Employee Handbook to address the unique challenges and responsibilities associated with AI technologies. AI-specific compliance and monitoring measures include:

- Access or transmission to AI technologies may be restricted for security reasons or policy violations, as described in Section 4.5 of the Acceptable Use Policy.
- Violations of this Policy are subject to the disciplinary procedures outlined in the "Discipline and Related Issues" section of the Employee Handbook.

4. Policy Review

Given the rapid development of AI technologies, this Policy will be reviewed annually or as needed to adapt to new challenges and technological advances.

5. Enforcement

Violations of this Policy may result in disciplinary action, up to and including termination of employment. Serious violations could also result in legal action, depending on the nature of the

violation. (Refer to the "Discipline and Related Issues" section of the Employee Handbook for detailed procedures.)

APPENDIX A – APPROVED AI TECHNOLOGIES

In general, the use of AI technologies will be more permissive where no County, sensitive, or confidential information will be used, inputted, conveyed to or shared with the AI technology in question.

If County, sensitive, or confidential information will be used, inputted, conveyed to or shared with the AI technology, and use of an AI technology is approved by the department manager, the following AI technologies have been vetted by the Information Technology Director:

-



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

125 Main St.
P.O. Box 277
Centreville, MI 49032-0277

BOARD AGENDA REQUEST FORM

PROPOSED FOR BOARD MEETING OF: February 18, 2025

DEPARTMENT: GIS

PREPARED BY: Jerry Happel

SUBJECT: New County AI Policy

SPECIFIC ACTION REQUESTED:

Approve the new AI Usage Policy as recommended by the AI Steering Committee.

DESCRIPTION OF ACTION/BACKGROUND (dollar amount, purpose):

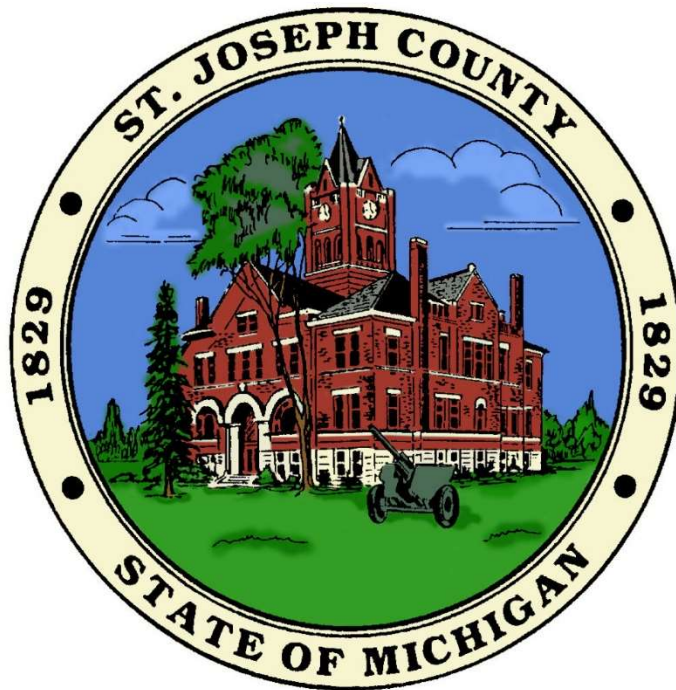
This new policy provides clear guidance to our staff in the appropriate use of AI within the county. It is the culmination of several months of work by the AI Task Force and AI Steering Committee. The new AI policies build on many of our existing county policies and will help us navigate this rapidly changing technology in the years to come.

FUNDING DETAILS (Funding Source, Budget Amount, GL #, etc.):

\$0.00

ST. JOSEPH COUNTY MICHIGAN

ACCEPTABLE USE POLICY



Acceptable Use Policy

1. Purpose and Benefits

Appropriate use of St. Joseph County (the “County”) information and information technology (“IT”) resources and effective security of those resources require the participation and support of the County’s workforce (“users”). Inappropriate use exposes the County to potential risks including virus attacks, compromise of network systems and services, and legal issues.

2. Authority

This Policy Document is based on the security guidelines provided by the National Institute of Science and Technology (NIST) and the Center for Internet Security (CIS) and is applied to St. Joseph County’s information systems under the authority of the St. Joseph County Board of Commissioners. The St. Joseph County Director of Information Technology has the authority to enforce, edit, and delete policy from this document with proper approvals from the County Administrator and/or Board of Commissioners.

3. Scope

This policy applies to all users of any County information systems and physical infrastructure, regardless of its form or format, created or used to support the County. It is the user’s responsibility to read and understand this policy and to conduct their activities in accordance with its terms.

4.0 Information Statement

Except for any privilege or confidentiality recognized by law, individuals have no legitimate expectation of privacy (i) during any use of the County’s IT resources or (ii) in any data on those resources. Any use may be monitored, intercepted, recorded, read, copied, accessed or captured in any manner including in real time, and used or disclosed in any manner, by authorized personnel without additional prior notice to individuals.

Periodic monitoring will be conducted of systems used, including but not limited to: all computer files and all forms of electronic communication (including email, text messaging, instant messaging, telephones, computer systems and other electronic records). In addition to the notice provided in this policy, users may also be notified with a warning banner text at system entry points where users initially sign on about being monitored and may be reminded that unauthorized use of the organization’s IT resources is not permissible.

The County may impose restrictions, at the discretion of their executive management, on the use of a particular IT resource. For example, the County may block access to certain websites or services not serving legitimate business purposes or may restrict user ability to attach devices to the County’s IT resources (e.g., personal USB drives, personal cell phones).

Users accessing the County's applications and IT resources through personal devices must only do so with prior approval or authorization from the County.

4.1 Acceptable Use

All uses of information and information technology resources must comply with the County's policies, standards, procedures, and guidelines, as well as any applicable license agreements and laws including Federal, State, local and intellectual property laws.

Consistent with the foregoing, the acceptable use of information and IT resources encompasses the following duties:

- Understanding and applying the baseline information security controls necessary to protect the confidentiality, integrity, and availability of information;
- Protecting organizational information and resources from unauthorized use or disclosure;
- Protecting personal, private, sensitive, or confidential information from unauthorized use or disclosure;
- Observing authorized levels of access and utilizing only approved IT technology devices, services, and software; and
- Immediately reporting suspected information security incidents or weaknesses to the appropriate manager and the Information Technology Director/ designated security representative.

4.2 Unacceptable Use

The following activities are examples of unauthorized or unacceptable uses of workstations, information and information technology resources (this is not an all-inclusive list):

- Violating any County workstation related policies or procedures;
- Violating the privacy of citizens and/or staff members;
- Violating the rights of any person or company protected by copyright, trade secret, patent, trademark, or other intellectual property;
- Distributing, transmitting, posting, or storing any electronic communications, material or correspondence that is threatening, obscene, harassing, pornographic, offensive, defamatory, discriminatory, inflammatory, illegal, or intentionally false or inaccurate;
- Unauthorized use or disclosure of personal, private, sensitive, and/or confidential information;
- Unauthorized use or disclosure of County information and resources;
- Unauthorized copying, distribution or transmission of copyrighted material;
- Intentional introduction of malicious software onto a workstation or the network;

- Transmitting material that is in violation of the County's sexual harassment or hostile workplace policies;
- Attempting to represent the County in matters unrelated to official authorized job duties or responsibilities;
- Connecting unapproved devices to the County's network or any IT resource;
- Connecting County IT resources to unauthorized networks;
- Connecting to any wireless network while physically connected to the County's wired network;
- Installing, downloading, or running software that has not been approved following appropriate security, legal, and/or IT review in accordance with organizational policies;
- Connecting to commercial email systems (e.g., Gmail, Hotmail, Yahoo) without prior management approval;
- Using the County's IT resources to circulate unauthorized solicitations or advertisements for non-organizational purposes including religious, political, or not-for-profit entities;
- Providing unauthorized third parties, including family and friends, access to the County's IT information, resources, accounts or facilities;
- Using County IT information or resources for commercial or personal purposes, in support of "for-profit" activities or in support of other outside employment or business activity (e.g., consulting for pay, business transactions);
- Intentionally causing a security incident (e.g., accessing electronic data or logging into an account that the staff member is not authorized to access, sharing electronic data with groups or individuals who are not authorized to access that data);
- Performing monitoring (network, computer, device or other) that will intercept data not intended for the user, staff member or official unless required by applicable regulatory compliance or cyber security standards;
- Attempting to avoid the user authentication or security of workstations or user accounts;
- Storing or copying sensitive County-owned data on cloud services that are not operated, controlled or approved by the County Information Technology Department;
- Sharing County-owned data on platforms not operated, controlled or approved by the Information Technology Department;
- Storing or copying unencrypted sensitive County-owned data on removable devices or media outside of secure locations (e.g., county offices or law enforcement vehicles) without having the data in the possession of authorized personnel at all times;
- Propagating chain letters, fraudulent mass mailings, spam, or other types of undesirable and unwanted email content using organizational IT resources;
- Tampering, disengaging, or otherwise circumventing a County or third-party IT security control;
- Using IT resources for personal entertainment purposes including social media, internet radio, games, online gambling, streaming tv or movies, or participating in internet chat rooms; and
- Any unlawful activities.

The Information Technology Department, under direction of the Information Technology Director, has the authority to disable, block or impair any unlawful or unauthorized use that threatens the security of County workstations, systems or data without prior notice or consent. Users, however, may be exempted from one or more of these restrictions during their authorized job responsibilities, after approval from County management, in consultation with organization IT staff (e.g., storage of objectionable material in the context of a disciplinary matter).

4.3 Occasional and Incidental Personal Use

Occasional, incidental and necessary personal use of IT resources is permitted, provided such use: is otherwise consistent with this policy; is limited in amount and duration; and does not impede the ability of the individual or other users to fulfill the County's responsibilities and duties, including but not limited to, extensive bandwidth, resource, or storage utilization. Exercising good judgment regarding occasional and incidental personal use is important. The County may revoke or limit this privilege at any time.

4.4 Individual Accountability

Individual accountability is required when accessing all IT resources and organization information. Everyone is responsible for protecting against unauthorized activities performed under their user ID. This includes locking your computer screen when you walk away from your system, and protecting your credentials (e.g., passwords, tokens or similar technology) from unauthorized disclosure. Credentials must be treated as confidential information, and must not be disclosed or shared.

4.5 Restrictions on Off-Site Transmission and Storage of Information

Users must not transmit restricted organization, non-public, personal, private, sensitive, or confidential information to or from personal email accounts (e.g., Gmail, Hotmail, Yahoo) or use a personal email account to conduct the organization's business unless explicitly authorized. Users must not store restricted organizational, non-public, personal, private, sensitive, or confidential information on a non-organizational issued device, or with a third-party file storage service that has not been approved for such storage by the County.

Devices that contain organizational information must be attended at all times or physically secured and must not be checked in transportation carrier luggage systems.

4.6 User Responsibility for IT Equipment

Users are routinely assigned or given access to IT equipment in connection with their official duties. This equipment belongs to the County and must be immediately returned upon request or at the time a user is separated from the County. Users may be financially responsible for the value of equipment

assigned to their care if it is not returned to the County. Should IT equipment be lost, stolen or destroyed, users are required to provide a written report of the circumstances surrounding the incident. Users may be subject to disciplinary action which may include repayment of the replacement value of the equipment. The County has the discretion to not issue or re-issue IT devices and equipment to users who repeatedly lose or damage IT equipment.

5. Compliance

This policy shall take effect upon publication. Compliance with all enterprise policies and standards is required. Policies and standards may be amended at any time. Users found in violation of this policy are subject to disciplinary action, up to and including termination.

If compliance with this policy is not feasible or technically possible, or if deviation from this policy is necessary to support a business function, users shall request an exception through the Information Technology Director.

6. Definitions of Key Terms

N/A

7. Distribution

This policy is to be distributed to all County staff, officials and computer users who are given County IT equipment or access the County network or data systems.

7.0 Revision History

Version	Date	Description	Approved by
1.0	02/18/20	Initial Policy – Workstation Security Policy	Board of Commissioners
1.1	10/20/23	Policy Review – minor updates.	Dustin Bainbridge
2.0		Acceptable Use Policy Revision	



COUNTY ADMINISTRATOR

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125 Main St.
P.O. Box 277
Centreville, MI 49032-0277

BOARD AGENDA REQUEST FORM

PROPOSED FOR BOARD MEETING OF: 18 Feb 2025

DEPARTMENT: Information Technology

PREPARED BY: Dustin Bainbridge

SUBJECT: Acceptable Use Policy

SPECIFIC ACTION REQUESTED:

Review and approve the Acceptable Use Policy.

DESCRIPTION OF ACTION/BACKGROUND (dollar amount, purpose):

This policy is a baseline set of rules and guidelines that outlines how the County's employees and officials are permitted to access and use the County's computer technology resources. Future policy updates, including the County's AI Usage Policy, will build upon and reference this policy.

Upon approval by the Board of Commissioners, all of the County's computer users will be presented with a log-in screen informing them that access and use of the County's computer systems are subject to this policy.

FUNDING DETAILS (Funding Source, Budget Amount, GL #, etc.):

AGREEMENT

BETWEEN

ST. JOSEPH COUNTY BOARD OF COMMISSIONERS
CIRCUIT COURT/FAMILY DIVISION/JUVENILE BRANCH
and
CHAPTER OF LOCAL #2955
AFSCME MICHIGAN
FOR FAMILY COURT EMPLOYEES

Termination Date: December 31, 2027

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AGREEMENT

THIS AGREEMENT, made and entered into effective the 1st day of January, 2025, 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 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES MICHIGAN, 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 NON-DISCRIMINATION

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 from any wages or compensation payable to an employee an amount equal to the regular monthly dues uniformly applicable to members of the Union, provided the employee signs a payroll deduction authorization permitting the deduction. Said form must be submitted by the Union to the Employer before any deductions are made. Employees may revoke dues or representation fee deduction authorization at any time of the year, however, it is encouraged to revoke their deduction during the month of January.

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 Employee signs a payroll deduction authorization permitting the dues or representation fee deduction.

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. 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.

D. 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.

E. 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. 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 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 AFSCME Michigan 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 Chief 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 Chief 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 Chief 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 Chief 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 of the meeting, then the matter will be presented for a decision to a Retired Circuit Judge 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, for four (4) weeks or more, 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 work day 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 employee 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 employee 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 work week subject to the following conditions:

A. The employee shall work a minimum of six (6) months at the forty (40) hour work week. The employee may elect to return to the thirty-five (35) hour work week 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 work week to thirty-five (35) hours by providing ten (10) calendar days prior written notice to the affected employees.

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

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

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

Section 4. Regular Part-time Employees. Regular part-time, not temporary, employees hired prior to December 31, 2015 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 an eligible 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 an eligible 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 Dollars (\$50.00) 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, parent, 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 parent-in-law, brothers, sisters, grandparents, grandparent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchildren, aunt, uncle, step-mother, step-father. (Parent, spouse, children and current stepchildren five (5) days as noted in Section A.)

E. One (1) day leave to attend the funeral of a niece or nephew shall be permitted.

F. 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.

G. Upon request of the employee, the Judge may grant additional days for travel or other proper reasons.

Section 3. Sick Leave.

A. Full-time employees and regular part-time employees hired prior to December 31, 2015 shall be eligible for sick leave or sick pay after thirty (30) days of employment.

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

1. Full-time employees shall receive eighty (80) hours of sick leave in January of each year. New employees hired after January shall receive a pro-rated amount of sick leave. Employees shall have the option of carrying over sick time that will not exceed 240 hours or cashing out unused sick time at the rate of fifty percent (50%).
2. Regular part-time employees hired prior to December 31, 2015 shall accumulate sick leave on a pro-rata basis.
3. Unused sick leave may be accumulated from year to year up to a maximum of 240 hours.

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.
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 not required.
4. Any other reason covered by the Michigan Paid Medical Leave Act, but only up to a total of five (5) days (forty (40) hours) per calendar year.

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.

K. Sick Leave for Part-Time Employees Hired on or After January 1, 2016. Part-time employees hired on or after January 1, 2016 who are scheduled to work at least 25 hours per week will be eligible to accrue sick leave at a rate of 1 hour of sick leave for every 35 hours worked and may accrue up to a maximum of 40 hours of sick leave in a calendar year. The sick leave may be used for any reason covered by the Michigan Paid Medical Leave Act. Up to 40 hours of unused sick leave may be carried over from year to year, but in no case may an employee accrue more than 40 hours of sick leave at any time. Unused leave may not be cashed out at the end of the year. Employees must follow the Employer's regular call-in procedures and provide any requested documentation when utilizing the leave. Employees will be allowed 3 days to provide documentation if requested.

Section 4. Personal Leave. Each full-time employee shall be entitled to two (2) personal leave days each year which shall not be deducted from sick leave. Each regular part-time employee hired prior to December 31, 2015 shall be entitled to one (1) personal leave day each year which shall not be deducted from sick leave. New employees hired after January shall receive a pro-rated amount of personal 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. 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 sixty (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 hired prior to December 31, 2015 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. Five (5) vacation days shall be provided to new full-time employees at the time of their hire. Eight (8) additional days shall be provided after the new employee completes one (1) year of employment.

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:

1. New Year's Day, January 1;
2. Martin Luther King, Jr., Day, the third Monday in January;
3. Presidents' Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Veterans' Day, November 11;
8. Thanksgiving Day, the fourth Thursday in November;
9. Friday after Thanksgiving;
10. Christmas Eve, December 24;
11. Christmas Day, December 25;
12. New Year's Eve, December 31.

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

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

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

Section 3. To be eligible for the above-mentioned holidays, the eligible employees (full-time and regular part-time employees hired prior to December 31, 2015) 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. Part-time employees hired on or after January 1, 2016 will also be eligible for holiday pay if the employee would have been scheduled to work on the particular holiday and the employee otherwise meets the requirements set forth in this section.

ARTICLE XV
INSURANCE

Section 1. Hospitalization and Medical Coverage.

A. All full-time employees, on the 1st of the month after the date of hire, shall be insured by the Employer's present, or an equivalent, hospitalization insurance program, except as stated below, with a carrier authorized to do business in the State of Michigan. The Employer shall pay the insurance

premium cost for the employee and dependent or family coverage, except as otherwise stated under this contract.

B. Effective January 1, 2019, the Employer will provide up to 3 health plans for employees to select. The Employer will pay 90% of the hard cap amount for premium costs as set annually by the State Treasurer’s Office and Employees will pay 10% of the premium costs.

Section 2. Life Insurance. The Employer shall pay the required premium to provide Twenty-five Thousand and no/100 Dollars (\$25,000.00) term life insurance to all full-time employees. The policy shall also provide for accidental death and dismemberment benefits in the amount of Twenty-five Thousand and no/100 Dollars (\$25,000.00). 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, on the 1st of the month after the date of hire 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.)

Effective January 1, 2010, and continuing until a different rate is negotiated the following 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

Section 5. Sickness and Accident Insurance. Effective January 1, 2016, 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 14th day after sickness or accident and shall pay not less than sixty-five percent (65%) of the employee’s wages, up to a maximum of Seven Hundred and no/100 Dollars (\$700.00) per week, for a maximum of ninety (90) days.

Employees eligible for sick and accident insurance may use their accrued and banked sick leave thereby allowing the employee to be paid one hundred percent (100%) 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. Long Term Disability Insurance. Full-time employees shall be covered by the County's long term disability insurance plan. Benefits shall commence on the 91st day of disability.

Section 7. 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 another source, other than through the County, shall have the option to receive Four Thousand and no/100 Dollars (\$4,000.00) paid out equally over each pay period. 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 8. 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 eight (8) years of service (V8), final average compensation based on highest consecutive sixty (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%.

Effective January 1, 2013, all new hires eligible for inclusion in the pension plan will be included in the Hybrid plan with a defined benefit multiplier of 1%, FAC 3, six (6) year vesting period and a defined contribution (DC) from the Employer of 1%, six (6) year vesting period. The Employer shall contribute 4.5% to the DC plan.

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 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 PLAN

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 Dollars (\$30.00) 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 Dollars (\$40.00) times the employee's years of seniority.

After four (4) years of continuous service Thirty-four and 20/100 Dollars (\$34.20) 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 Dollars (\$45.60) 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 Dollars (\$15.00) 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 Dollars (\$20.00) 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.).

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 one hundred percent (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. The wages for each classification shall be increased at the rate of 5% on January 1, 2025; 3% on January 1, 2026; and 3% on January 1, 2027. The compensation system is set forth in Appendix A, 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, 2027.

Section 2. Upon the written request of either party to this Agreement, both parties shall commence negotiations for a new Agreement no sooner than one hundred twenty (120) calendar days prior to the expiration thereof. This Contract shall continue in full force and effect after the expiration date unless either party gives ten (10) days written termination notice.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the 1st day of January, 2025.

ST. JOSEPH COUNTY
BOARD OF COMMISSIONERS

Date

Jared Hoffmaster

ST. JOSEPH COUNTY
CIRCUIT COURT

Date

Honorable Robert K. Pattison, Chief Judge

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
MICHIGAN, LOCAL #2955

Date

Mark Williams, AFSCME Michigan Staff
Representative

Date

Terri Crabtree, President

APPENDIX A

WAGES

**Rates Effective 1/1/2025 – 12/31/2025
(5% Increase)**

Wage Scale - Effective January 1, 2025

<u>Grade</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>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
A	13.76	14.16	14.58	14.99	15.40	15.82	16.23	16.64	17.05	17.47	17.88
B	14.88	15.32	15.76	16.21	16.66	17.10	17.56	18.00	18.44	18.89	19.33
1	16.07	16.55	17.04	17.51	18.01	18.49	18.95	19.46	19.92	20.41	20.91
2	17.68	18.21	18.74	19.25	19.81	20.32	20.85	21.39	21.92	22.46	22.97
3	18.56	19.11	19.68	20.23	20.79	21.36	21.91	22.47	23.02	23.58	24.12
4	19.95	20.55	21.17	21.76	22.35	22.95	23.55	24.13	24.73	25.35	25.95
4	41,496	42,744	44,034	45,261	46,488	47,736	48,984	50,190	51,438	52,728	53,976
5	21.46	22.09	22.73	23.37	24.02	24.66	25.31	25.96	26.61	27.24	27.88
5	44,637	45,947	47,278	48,610	49,962	51,293	52,645	53,997	55,349	56,659	57,990
6	22.52	23.19	23.88	24.53	25.23	25.86	26.59	27.25	27.92	28.58	29.30
6	46,842	48,235	49,670	51,022	52,478	53,789	55,307	56,680	58,074	59,446	60,944
7	24.55	25.32	26.10	26.73	27.46	28.29	29.00	29.76	30.45	31.16	31.96
7	51,064	52,666	54,288	55,598	57,117	58,843	60,320	61,901	63,336	64,813	66,477
8	25.81	26.60	27.36	28.17	28.92	29.66	30.50	31.25	32.00	32.78	33.56
8	53,685	55,328	56,909	58,594	60,154	61,693	63,440	65,000	66,560	68,182	69,805
9	57,721	59,453	61,185	62,917	64,648	66,380	68,112	69,844	71,574	73,306	75,038
10	62,051	63,912	65,774	67,635	69,497	71,359	73,220	75,082	76,943	78,805	80,666
11	66,704	68,706	70,707	72,708	74,709	76,711	78,712	80,712	82,714	84,715	86,716
12	71,708	73,858	76,010	78,161	80,313	82,464	84,614	86,766	88,917	91,069	93,220
13	78,878	81,245	83,611	85,978	88,343	90,710	93,076	95,443	97,809	100,176	102,541
14	86,766	89,369	91,972	94,576	97,179	99,780	102,383	104,987	107,590	110,193	112,796

*2024 Rates x 1.05%

**Rates Effective 1/1/2026 – 12/31/2026
(3% Increase)**

Wage Scale - Effective January 1, 2026

<u>Grade</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>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
A	14.17	14.58	15.02	15.44	15.86	16.29	16.72	17.14	17.56	17.99	18.42
B	15.33	15.78	16.23	16.70	17.16	17.61	18.09	18.54	18.99	19.46	19.91
1	16.55	17.05	17.55	18.04	18.55	19.04	19.52	20.04	20.52	21.02	21.54
2	18.21	18.76	19.30	19.83	20.40	20.93	21.48	22.03	22.58	23.13	23.66
3	19.12	19.68	20.27	20.84	21.41	22.00	22.57	23.14	23.71	24.29	24.84
4	20.55	21.17	21.81	22.41	23.02	23.64	24.26	24.85	25.47	26.11	26.73
4	42,744	44,034	45,365	46,613	47,882	49,171	50,461	51,688	52,978	54,309	55,598
5	22.10	22.75	23.41	24.07	24.74	25.40	26.07	26.74	27.41	28.06	28.72
5	45,968	47,320	48,693	50,066	51,459	52,832	54,226	55,619	57,013	58,365	59,738
6	23.20	23.89	24.60	25.27	25.99	26.64	27.39	28.07	28.76	29.44	30.18
6	48,256	49,691	51,168	52,562	54,059	55,411	56,971	58,386	59,821	61,235	62,774
7	25.29	26.08	26.88	27.53	28.28	29.14	29.87	30.65	31.36	32.09	32.92
7	52,603	54,246	55,910	57,262	58,822	60,611	62,130	63,752	65,229	66,747	68,474
8	26.58	27.40	28.18	29.02	29.79	30.55	31.42	32.19	32.96	33.76	34.57
8	55,286	56,992	58,614	60,362	61,963	63,544	65,354	66,955	68,557	70,221	71,906
9	59,453	61,237	63,021	64,805	66,587	68,371	70,155	71,939	73,721	75,505	77,289
10	63,913	65,829	67,747	69,664	71,582	73,500	75,417	77,334	79,251	81,169	83,086
11	68,705	70,767	72,828	74,889	76,950	79,012	81,073	83,133	85,195	87,256	89,317
12	73,859	76,074	78,290	80,506	82,722	84,938	87,152	89,369	91,585	93,801	96,017
13	81,244	83,682	86,119	88,557	90,993	93,431	95,868	98,306	100,743	103,181	105,617
14	89,369	92,050	94,731	97,413	100,094	102,773	105,454	108,137	110,818	113,499	116,180

*2025 Rates x 1.03%

**Rates Effective 1/1/2027 – 12/31/2027
(3% Increase)**

Wage Scale - Effective January 1, 2027

<u>Grade</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>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
A	14.60	15.02	15.47	15.90	16.34	16.78	17.22	17.65	18.09	18.53	18.97
B	15.79	16.25	16.72	17.20	17.67	18.14	18.63	19.10	19.56	20.04	20.51
1	17.05	17.56	18.08	18.58	19.11	19.61	20.11	20.64	21.14	21.65	22.19
2	18.76	19.32	19.88	20.42	21.01	21.56	22.12	22.69	23.26	23.82	24.37
3	19.69	20.27	20.88	21.47	22.05	22.66	23.25	23.83	24.42	25.02	25.59
4	21.17	21.81	22.46	23.08	23.71	24.35	24.99	25.60	26.23	26.89	27.53
4	44,034	45,365	46,717	48,006	49,317	50,648	51,979	53,248	54,558	55,931	57,262
5	22.76	23.43	24.11	24.79	25.48	26.16	26.85	27.54	28.23	28.90	29.58
5	47,341	48,734	50,149	51,563	52,998	54,413	55,848	57,283	58,718	60,112	61,526
6	23.90	24.61	25.34	26.03	26.77	27.44	28.21	28.91	29.62	30.32	31.09
6	49,712	51,189	52,707	54,142	55,682	57,075	58,677	60,133	61,610	63,066	64,667
7	26.05	26.86	27.69	28.36	29.13	30.01	30.77	31.57	32.30	33.05	33.91
7	54,184	55,869	57,595	58,989	60,590	62,421	64,002	65,666	67,184	68,744	70,533
8	27.38	28.22	29.03	29.89	30.68	31.47	32.36	33.16	33.95	34.77	35.61
8	56,950	58,698	60,382	62,171	63,814	65,458	67,309	68,973	70,616	72,322	74,069
9	61,237	63,074	64,912	66,749	68,585	70,422	72,260	74,097	75,933	77,770	79,608
10	65,830	67,804	69,779	71,754	73,729	75,705	77,680	79,654	81,629	83,604	85,579
11	70,766	72,890	75,013	77,136	79,259	81,382	83,505	85,627	87,751	89,874	91,997
12	76,075	78,356	80,639	82,921	85,204	87,486	89,767	92,050	94,333	96,615	98,898
13	83,681	86,192	88,703	91,214	93,723	96,234	98,744	101,255	103,765	106,276	108,786
14	92,050	94,812	97,573	100,335	103,097	105,856	108,618	111,381	114,143	116,904	119,665

*2026 Rates x 1.03%

AGREEMENT

BETWEEN

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

and

CHAPTER OF LOCAL #2955
MICHIGAN COUNCIL #25, AFSCME MICHIGAN
FOR AND FRIEND OF THE COURT EMPLOYEES

Termination Date: December 31, 2027

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AGREEMENT

THIS AGREEMENT made effective the 1st day of January, 2025, by and between the ST. JOSEPH COUNTY BOARD OF COMMISSIONERS and FRIEND OF THE COURT OF ST. JOSEPH COUNTY (hereinafter referred to as the "EMPLOYER"), and the 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 Friend of the Court, but excluding department managers, 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 from any wages or compensation payable to an employee an amount equal to the regular monthly dues uniformly applicable to members of the Union, provided the employee signs a payroll deduction authorization permitting the deduction. Said form must be submitted by the Union to the Employer before any deductions are made. Employees may revoke dues or representation fee deduction authorization at any time of the year, however, it is encouraged to revoke their deduction during the month of January. When an employee elects to start or cease dues deductions, it can take up to thirty (30) days before the changes can take effect.

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 Employee signs a payroll deduction authorization permitting the dues or representation fee deduction.

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. 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.

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

E. 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. 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 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 4. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME Michigan, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

ARTICLE III
MANAGEMENT RIGHTS

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

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

ARTICLE IV SENIORITY

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

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

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

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

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

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

A. He/she quits or retires.

B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

C. He/she is absent for two (2) consecutive working days without notifying the Employer unless the circumstances are beyond the employee's control. After such absence, the Employer will send written notification to the employee at his/her last known address that his/her employment has been terminated.

D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure.

E. He/she accepts employment elsewhere, unless otherwise provided herein, while on leave of absence or does not return to work immediately upon the expiration of a leave of absence, unless circumstances are beyond the employee's control.

F. When he/she has been laid off for a period in excess of twenty-four (24) consecutive months or a period equal to his/her seniority, whichever is less.

G. He/she is convicted or pleads guilty to a felony.

H. Intentionally falsifies his/her employment application, excepting for employees no longer on probation as of October 24, 1990.

ARTICLE V
LAYOFF AND RECALL

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

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

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

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

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

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

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

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

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

Employer at its discretion. It is the responsibility of the employee to keep the Employer informed of his/her last known address in writing.

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

ARTICLE VI
GRIEVANCE PROCEDURE; UNION REPRESENTATION
BARGAINING COMMITTEE

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

Section 2.

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

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

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

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

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

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

(a) Within thirty (30) days from the Employer's answer in step 3, the Employer and Union shall mutually select a retired circuit judge.

(b) The retired circuit judge 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 judge shall be final and binding

upon the parties hereto. The expenses and fees of the process shall be shared equally by the Employer and the Union.

(c) After a demand for final hearing has been made, the Union and Employer representatives shall hold the hearing within sixty (60) calendar days. If the judge is not available within that sixty (60) days, another judge shall be selected who will be available within that time frame. Thirty (30) days prior to the hearing, the judge shall notify the parties of the process for the conduct of the hearing. The hearing shall be held within sixty (60) days unless the parties agree to extend the time in writing.

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

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

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

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

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

Section 7. Bargaining Committee.

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

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

shall return to their workstation after negotiations have terminated, provided that there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift. Negotiations shall take place at mutually agreed upon times.

ARTICLE VII DISCHARGE OR SUSPENSION

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

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

ARTICLE VIII NEW JOB CLASSIFICATION

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

ARTICLE IX TRANSFERS AND PROMOTIONS

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

Section 2. When the Employer determines to fill a new regular job classification or a regular vacancy in an existing job classification, in the office of the Friend of the Court, such job or vacancy shall be posted on a bulletin board for a period of seven (7) working days, during which time employees may bid for such job vacancy. The posting shall include the application deadline date and time. The best-qualified candidate, as determined by the Employer, will be awarded the job. Bargaining unit applicants will be given preference provided they have equal skills and abilities as non-bargaining unit applicants.

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

Section 3. Transfers from and to Other Bargaining Units.

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

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

ARTICLE X
WAGES; OVERTIME; JURY DUTY

Section 1. Wages. The wages for each classification shall be increased at the rate of 5% on January 1, 2025; 3% on January 1, 2026; and 3% on January 1, 2027. The compensation system is set forth in Appendix A, which is attached hereto and by this reference made a part hereof.

Section 2. Overtime.

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

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

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

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

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

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

ARTICLE XI
HOURS OF WORK

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

Section 2. Regular Part-time Employees' Benefits. Regular part-time employees (not temporary) hired prior to December 31, 2015 who work an average of at least twenty (20) hours per week for a continuous period of thirteen (13) weeks, shall be entitled to paid holidays, accumulation of sick leave, vacation, longevity and seniority benefits on the basis of one-half (1/2) of a full-time employee's accrual. This benefit shall be retroactively applied after the qualifying period is served and shall continue until a regular part-time employee's average hours for a continuous thirteen (13) week period shall be less than twenty (20) hours per week. If a regular part-time employee works twenty (20) consecutive workdays at eight (8) hours per day, they shall accrue sick and vacation leave time at the full-time rate for the days worked at eight (8) hours. Holidays that fall after the twenty (20) consecutive workdays have been worked, will be compensated at eight (8) hours provided the employee is still working an eight (8) hour day.

ARTICLE XII
LEAVES OF ABSENCE

Section 1. Personal Days. Each full-time employee shall be entitled to two (2) personal leave days each year which shall not be deducted from earned sick leave. Each regular part-time employee hired prior to December 31, 2015 shall be entitled to one (1) personal leave day each year which will be deducted from earned sick leave. New employees hired after January shall receive a pro-rated amount of personal leave. Personal leave days shall not accumulate from year to year. The employee shall obtain approval from the Employer or his/her designee prior to using a personal day and such approval shall not be unreasonably withheld.

Section 2. Sick Leave.

A. Employees eligible for sick pay are full-time employees and regular part-time employees hired prior to December 31, 2015 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. Regular full-time employees shall receive eighty (80) hours of sick leave in January of each year. New employees hired after January shall receive a pro-rated amount of sick leave. Employees shall have the option of carrying over sick time that will not exceed 240 hours or cashing out unused sick time at the rate of fifty percent (50%).
2. Regular part-time employees hired prior to December 31, 2015 shall accumulate sick leave on a pro-rata basis.

3. Unused sick leave may be accumulated from year to year up to a maximum of 240 hours.

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

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

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

1. In the event of illness, injury, temporary disability or exposure to a contagious disease endangering others.
2. For illness, injury or temporary disability in the immediate family and provided the employee's presence is required. "Immediate family" in such cases shall include the employee's spouse, children, parents 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. Any other reason covered by the Michigan Paid Medical Leave Act, but only up to a total of five (5) days (forty (40) hours) per calendar year.

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.

I. Sick Leave for Part-Time Employees Hired on or After January 1, 2016. Part-time employees hired on or after January 1, 2016 who are scheduled to work at least 25 hours per week will be eligible to accrue sick leave at a rate of 1 hour of sick leave for every 35 hours worked and may accrue up to a maximum of 40 hours of sick leave in a calendar year. The sick leave may be used for any reason covered by the Michigan Paid Medical Leave Act. Up to 40 hours of unused sick leave may be carried over from year to year, but in no case may an employee accrue more than 40 hours of sick leave at any time. Unused leave may not be cashed out at the end of the year. Employees must follow the Employer's regular call-in procedures and provide any requested documentation when utilizing the leave. Employees will be allowed 3 days to provide documentation if requested.

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, parent, child or current stepchild upon proper notification to the Employer or his/her designee as soon as reasonably possible. The employee may request permission from the Employer to take allotted time non-consecutively subject to Employer's approval. The request and approval shall be reduced to writing as soon as possible following the death with a copy submitted with the time sheet to Payroll.

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

C. One (1) day leave to attend the funeral of a niece or nephew shall be permitted.

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

E. 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.

F. 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.

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

Section 4. Extended Unpaid Personal Leave.

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

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

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

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

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

ARTICLE XIII
FAMILY AND MEDICAL LEAVE

Section 1. General. A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months is eligible for a Family and Medical Leave Act leave for a period not to exceed twelve (12) work weeks during a twelve (12) month rolling period. 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 twenty-six (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 twelve (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 sixty (60) working days. Thereafter, the employee's seniority shall be frozen.

All other fringe benefits such as, but not limited to, insurances, sick leave accumulation and vacation accumulation shall terminate when an employee is on an unpaid leave of absence, which includes when an employee is on sick and accident insurance coverage. The only exception to that policy is that the Employer shall continue to pay health insurance premiums during an approved unpaid leave of absence under conditions 1 through 6 listed in Section 1 of this Article, for up to twelve (12) weeks.

Section 8. Failure to Return to Work. If an employee fails to return from the leave after the leave has expired, and due to circumstances within the employee's control, then the employer may recover from the employee the premium which the employer paid for maintaining medical coverage during the leave. Return to work shall be defined as at least thirty (30) calendar days.

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

Section 9. Reinstatement After Leave. When a leave of absence under conditions 1 through 6 listed in Section 1 of this Article is granted for twelve (12) weeks or less, the Employer does not guarantee that the employee will be reinstated in their former position, but reinstated at the same wage level and step level when he/she is ready to return to work. That decision will be at the discretion of the department manager.

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

ARTICLE XIV HOLIDAYS

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

1. New Year's Day, January 1;
2. Martin Luther King, Jr., Day, the third Monday in January;
3. Presidents' Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Veterans' Day, November 11;
8. Thanksgiving Day, the fourth Thursday in November;
9. Friday after Thanksgiving;
10. Christmas Eve, December 24;
11. Christmas Day, December 25;
12. New Year's Eve, December 31.

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

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

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

Section 3. To be eligible for the above-mentioned holidays, the eligible employees (full-time and regular part-time employees hired prior to December 31, 2015) 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. Part-time employees hired on or after January 1, 2016 will also be eligible for holiday pay if the employee would have been scheduled to work on the particular holiday and the employee otherwise meets the requirements set forth in this section.

ARTICLE XV
VACATION

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

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

Regular part-time employees hired prior to December 31, 2015 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. Five (5) vacation days shall be provided to new full-time employees at the time of their hire. Eight (8) additional days shall be provided after the new employee completes one (1) year of employment.

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

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

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

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

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

ARTICLE XVI PENSIONS

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

The previous plan benefit multiplier of 2.0%, vesting after eight (8) years of service (V8), final average compensation based on highest consecutive sixty (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%.

Effective January 1, 2013, all new hires eligible for inclusion in the pension plan will be included in the Hybrid plan with a defined benefit multiplier of 1%, FAC 3, six (6) year vesting period and a defined contribution (DC) from the Employer of 1%, six (6) year vesting period. Current employees will have a window of six (6) months from January 1, 2013 to move from the current DB plan to this Hybrid plan.

Thereafter, employees will not be able to change to the Hybrid plan. The Employer shall contribute 4.5% to the DC plan.

ARTICLE XVII
SPECIAL CONFERENCES

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

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

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

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

ARTICLE XVIII
INSURANCE

Section 1. Life Insurance Coverage. The Employer agrees to provide all eligible full-time employees with life insurance, plus accidental death and disability, in the amount of Twenty-five Thousand and no/100 Dollars (\$25,000.00). The amounts of such life insurance protection, as well as other benefits and conditions, are specified in the policy contract. In the event an employee wishes to purchase additional coverage he/she may do so, provided the employee pays for the premiums required above the Twenty-five Thousand and no/100 Dollars (\$25,000.00) coverage provided by the Employer.

Section 2. Hospitalization Insurance.

A. All full-time employees, on the 1st of the month after date of hire, shall be insured by the Employer's present, or an equivalent, hospitalization insurance program, except as stated below, with a carrier authorized to do business in the State of Michigan. The Employer shall pay the insurance premium cost for the employee and dependent or family coverage, except as otherwise stated under this contract.

B. Effective January 1, 2019, the Employer will provide up to 3 health plans for employees to select. The Employer will pay 90% of the hard cap amount for premium costs as set annually by the State Treasurer's Office and Employees will pay 10% of the premium costs.

Section 3. Dental Insurance. All full-time employees, on the 1st of the month after date of hire, 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.

Effective January 1, 2019 and continuing until a different rate is negotiated, the following 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

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 14th day after sickness or accident and shall pay not less than sixty-five percent (65%) of the employee's wages, up to a maximum of Seven Hundred and no/100 Dollars (\$700.00) per week, for a maximum of ninety (90) days.

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

Section 5. Long Term Disability Insurance. Full-time employees shall be covered by the County's long term disability insurance plan. Benefits shall commence on the 91st day of disability.

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 another source, other than through the County, shall have the option to receive Four Thousand and no/100 Dollars (\$4,000.00) paid out equally over each pay period. That employee must sign an Employer supplied waiver form. Such employee assumes all risks if they later desire to re-enroll in the Employer's insurance plan including no coverage for preexisting conditions and a waiting period for open enrollment, etc.

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

ARTICLE XIX PROBATIONARY PERIOD

All employees shall be considered probationary employees until the employee has completed ten (10) months of work. During the probationary period, the Employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason, or for no reason and is an employee at will. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work for any reason, for four (4) weeks or more, his/her probationary period shall be extended by a period equal to the duration of such absence.

ARTICLE XX GENERAL PROVISIONS

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

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

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

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

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

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

Section 7. Longevity Plan. After four (4) years of continuous service, at thirty-five (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 Dollars (\$30.00) 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 Dollars (\$40.00) times the employee's years of seniority.

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

After four (4) years of continuous service, all regular part-time employees who qualify shall be entitled to an annual longevity bonus computed by multiplying the sum of Fifteen and no/100 Dollars (\$15.00) times the employee's years of service. After ten (10) years of continuous service, all regular part-time employees who qualify shall be entitled to an annual longevity bonus computed by multiplying the sum of Twenty and no/100 Dollars (\$20.00) times the employee's years of service.

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

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

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

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

ARTICLE XXI CONCLUDING CLAUSE

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

ARTICLE XXII
WAIVER

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

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

ARTICLE XXIII
SEPARABILITY

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

ARTICLE XXIV
TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m. on December 31, 2027. Upon the written request of either party to this Agreement, both parties shall commence negotiations for a new Agreement no sooner than one hundred twenty (120) calendar 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 effective the 1st day of January, 2025.

ST. JOSEPH COUNTY
BOARD OF COMMISSIONERS

Date

Jared Hoffmaster

ST. JOSEPH COUNTY
FRIEND OF THE COURT

Date

Honorable Robert K. Pattison, Chief Judge

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
MICHIGAN, LOCAL #2955

Date

Mark Williams, AFSCME Michigan Staff
Representative

Date

Terri Crabtree, President

APPENDIX A

WAGES

**Rates Effective 1/1/2025 – 12/31/2025
(5% Increase)**

Wage Scale - Effective January 1, 2025

<u>Grade</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>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
A	13.76	14.16	14.58	14.99	15.40	15.82	16.23	16.64	17.05	17.47	17.88
B	14.88	15.32	15.76	16.21	16.66	17.10	17.56	18.00	18.44	18.89	19.33
1	16.07	16.55	17.04	17.51	18.01	18.49	18.95	19.46	19.92	20.41	20.91
2	17.68	18.21	18.74	19.25	19.81	20.32	20.85	21.39	21.92	22.46	22.97
3	18.56	19.11	19.68	20.23	20.79	21.36	21.91	22.47	23.02	23.58	24.12
4	19.95	20.55	21.17	21.76	22.35	22.95	23.55	24.13	24.73	25.35	25.95
4	41,496	42,744	44,034	45,261	46,488	47,736	48,984	50,190	51,438	52,728	53,976
5	21.46	22.09	22.73	23.37	24.02	24.66	25.31	25.96	26.61	27.24	27.88
5	44,637	45,947	47,278	48,610	49,962	51,293	52,645	53,997	55,349	56,659	57,990
6	22.52	23.19	23.88	24.53	25.23	25.86	26.59	27.25	27.92	28.58	29.30
6	46,842	48,235	49,670	51,022	52,478	53,789	55,307	56,680	58,074	59,446	60,944
7	24.55	25.32	26.10	26.73	27.46	28.29	29.00	29.76	30.45	31.16	31.96
7	51,064	52,666	54,288	55,598	57,117	58,843	60,320	61,901	63,336	64,813	66,477
8	25.81	26.60	27.36	28.17	28.92	29.66	30.50	31.25	32.00	32.78	33.56
8	53,685	55,328	56,909	58,594	60,154	61,693	63,440	65,000	66,560	68,182	69,805
9	57,721	59,453	61,185	62,917	64,648	66,380	68,112	69,844	71,574	73,306	75,038
10	62,051	63,912	65,774	67,635	69,497	71,359	73,220	75,082	76,943	78,805	80,666
11	66,704	68,706	70,707	72,708	74,709	76,711	78,712	80,712	82,714	84,715	86,716
12	71,708	73,858	76,010	78,161	80,313	82,464	84,614	86,766	88,917	91,069	93,220
13	78,878	81,245	83,611	85,978	88,343	90,710	93,076	95,443	97,809	100,176	102,541
14	86,766	89,369	91,972	94,576	97,179	99,780	102,383	104,987	107,590	110,193	112,796

*2024 Rates x 1.05%

**Rates Effective 1/1/2026 – 12/31/2026
(3% Increase)**

Wage Scale - Effective January 1, 2026

<u>Grade</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>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
A	14.17	14.58	15.02	15.44	15.86	16.29	16.72	17.14	17.56	17.99	18.42
B	15.33	15.78	16.23	16.70	17.16	17.61	18.09	18.54	18.99	19.46	19.91
1	16.55	17.05	17.55	18.04	18.55	19.04	19.52	20.04	20.52	21.02	21.54
2	18.21	18.76	19.30	19.83	20.40	20.93	21.48	22.03	22.58	23.13	23.66
3	19.12	19.68	20.27	20.84	21.41	22.00	22.57	23.14	23.71	24.29	24.84
4	20.55	21.17	21.81	22.41	23.02	23.64	24.26	24.85	25.47	26.11	26.73
4	42,744	44,034	45,365	46,613	47,882	49,171	50,461	51,688	52,978	54,309	55,598
5	22.10	22.75	23.41	24.07	24.74	25.40	26.07	26.74	27.41	28.06	28.72
5	45,968	47,320	48,693	50,066	51,459	52,832	54,226	55,619	57,013	58,365	59,738
6	23.20	23.89	24.60	25.27	25.99	26.64	27.39	28.07	28.76	29.44	30.18
6	48,256	49,691	51,168	52,562	54,059	55,411	56,971	58,386	59,821	61,235	62,774
7	25.29	26.08	26.88	27.53	28.28	29.14	29.87	30.65	31.36	32.09	32.92
7	52,603	54,246	55,910	57,262	58,822	60,611	62,130	63,752	65,229	66,747	68,474
8	26.58	27.40	28.18	29.02	29.79	30.55	31.42	32.19	32.96	33.76	34.57
8	55,286	56,992	58,614	60,362	61,963	63,544	65,354	66,955	68,557	70,221	71,906
9	59,453	61,237	63,021	64,805	66,587	68,371	70,155	71,939	73,721	75,505	77,289
10	63,913	65,829	67,747	69,664	71,582	73,500	75,417	77,334	79,251	81,169	83,086
11	68,705	70,767	72,828	74,889	76,950	79,012	81,073	83,133	85,195	87,256	89,317
12	73,859	76,074	78,290	80,506	82,722	84,938	87,152	89,369	91,585	93,801	96,017
13	81,244	83,682	86,119	88,557	90,993	93,431	95,868	98,306	100,743	103,181	105,617
14	89,369	92,050	94,731	97,413	100,094	102,773	105,454	108,137	110,818	113,499	116,180

*2025 Rates x 1.03%

**Rates Effective 1/1/2027 – 12/31/2027
(3% Increase)**

Wage Scale - Effective January 1, 2027

<u>Grade</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>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
A	14.60	15.02	15.47	15.90	16.34	16.78	17.22	17.65	18.09	18.53	18.97
B	15.79	16.25	16.72	17.20	17.67	18.14	18.63	19.10	19.56	20.04	20.51
1	17.05	17.56	18.08	18.58	19.11	19.61	20.11	20.64	21.14	21.65	22.19
2	18.76	19.32	19.88	20.42	21.01	21.56	22.12	22.69	23.26	23.82	24.37
3	19.69	20.27	20.88	21.47	22.05	22.66	23.25	23.83	24.42	25.02	25.59
4	21.17	21.81	22.46	23.08	23.71	24.35	24.99	25.60	26.23	26.89	27.53
4	44,034	45,365	46,717	48,006	49,317	50,648	51,979	53,248	54,558	55,931	57,262
5	22.76	23.43	24.11	24.79	25.48	26.16	26.85	27.54	28.23	28.90	29.58
5	47,341	48,734	50,149	51,563	52,998	54,413	55,848	57,283	58,718	60,112	61,526
6	23.90	24.61	25.34	26.03	26.77	27.44	28.21	28.91	29.62	30.32	31.09
6	49,712	51,189	52,707	54,142	55,682	57,075	58,677	60,133	61,610	63,066	64,667
7	26.05	26.86	27.69	28.36	29.13	30.01	30.77	31.57	32.30	33.05	33.91
7	54,184	55,869	57,595	58,989	60,590	62,421	64,002	65,666	67,184	68,744	70,533
8	27.38	28.22	29.03	29.89	30.68	31.47	32.36	33.16	33.95	34.77	35.61
8	56,950	58,698	60,382	62,171	63,814	65,458	67,309	68,973	70,616	72,322	74,069
9	61,237	63,074	64,912	66,749	68,585	70,422	72,260	74,097	75,933	77,770	79,608
10	65,830	67,804	69,779	71,754	73,729	75,705	77,680	79,654	81,629	83,604	85,579
11	70,766	72,890	75,013	77,136	79,259	81,382	83,505	85,627	87,751	89,874	91,997
12	76,075	78,356	80,639	82,921	85,204	87,486	89,767	92,050	94,333	96,615	98,898
13	83,681	86,192	88,703	91,214	93,723	96,234	98,744	101,255	103,765	106,276	108,786
14	92,050	94,812	97,573	100,335	103,097	105,856	108,618	111,381	114,143	116,904	119,665

*2026 Rates x 1.03%

AGREEMENT

BETWEEN

ST. JOSEPH COUNTY BOARD OF COMMISSIONERS
and
CHAPTER OF LOCAL #2955
AFSCME MICHIGAN
FOR GENERAL UNIT

Termination Date: December 31, 2027

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AGREEMENT

THIS AGREEMENT made effective the 1st day of January, 2025, by and between the ST. JOSEPH COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the “EMPLOYER”), and the ST. JOSEPH COUNTY EMPLOYEES CHAPTER OF LOCAL #2955, an affiliate of AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES INTERNATIONAL UNION MICHIGAN (hereinafter referred to as the “UNION”).

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

ARTICLE I UNION RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of St. Joseph County but excluding, Sheriff’s Department employees, Road Commission employees, criminal investigators, assistant prosecutors, Court employees, department heads, supervisors, employees currently represented by labor organizations, executives, confidential employees, casual employees and temporary employees.

ARTICLE II UNION SECURITY AND DUES CHECKOFF

Section 1. The Employer agrees to deduct from any wages or compensation payable to an employee an amount equal to the regular monthly dues uniformly applicable to members of the Union, provided the employee signs a payroll deduction authorization permitting the deduction. Said form must be submitted by the Union to the Employer before any deductions are made. Employees may revoke dues or representation fee deduction authorization at any time of the year, however, it is encouraged to revoke their deduction during the month of January. When an employee elects to start or cease dues deductions, it can take up to thirty (30) days before the changes can take effect.

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 Employee signs a payroll deduction authorization permitting the dues or representation fee deduction.

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. 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.

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

E. 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. 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 4. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of AFSCME Michigan with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

ARTICLE III MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of the electors of the County, hereby retains and reserves to itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including by way of illustration, but without limiting the generality of the foregoing, the following rights: the management and administrative control of the Employer and its properties and facilities and the work related activities of its employees; to determine employees' qualifications and the work related activities of its employees; to hire all employees, to determine the requirements for employees continued employment, or their termination or dismissal; and to promote and transfer all employees; to schedule overtime; to determine schedules of working hours and days; to determine assignments and layoffs; to determine the duties, responsibilities, assignments and other terms and conditions of employment of all of its employees; to determine physical and/or psychological qualifications of employees; to determine functions, authority, amount of supervision and table of organization; to determine the policy affecting selection, testing, recruitment, training or hiring of employees; to determine or modify the responsibilities within a position; and to transfer or reduce personnel and to subcontract. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority

under the applicable Michigan laws or any other national, state, county, district or local laws or regulations as they pertain to the Employer. In general, all rights except such as specifically abridged or relinquished herein are reserved to the Employer.

ARTICLE IV
UNION REPRESENTATION AND BARGAINING COMMITTEE

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

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

Section 2. Bargaining Committee.

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

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

ARTICLE V
SENIORITY AND PROBATIONARY PERIOD

Section 1. Probationary Period. All employees shall be considered probationary employees until the employee has completed ten (10) months of work. During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason, or for no reason, and is an employee at will. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work for any reason, for four (4) weeks or more, his/her probationary period shall be extended by a period equal to the duration of such absence.

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

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

Section 4. Seniority List. The Employer will keep the seniority list up to date at all times and will provide the Union with the up-to-date copies at least every six (6) months upon request. The Employer shall send a copy of the seniority list to Michigan Council #25, at least once every six (6) months upon request which shall include the address of each employee on record with the Employer.

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

- A. He/she quits or retires.
- B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He/she is absent for three (3) consecutive working days without notifying the Employer unless circumstance are beyond the employee's control. After such absence, the Employer will send written notification to the employee at his/her last known address that his/her employment has been terminated.
- D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure.
- E. He/she accepts employment elsewhere while on a leave of absence or does not return to work immediately upon the expiration of his/her leave of absence unless otherwise provided in this Agreement.
- F. When he/she has been laid off for a period in excess of twelve (12) consecutive months or a period equal to his/her seniority whichever is less.
- G. He/she is convicted or pleads guilty to a felony.
- H. Employees hired after November 26, 1990, who intentionally falsifies his/her employment application.

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

ARTICLE VI LAYOFF AND RECALL

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

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

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

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

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

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 in writing.

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

ARTICLE VII GRIEVANCE PROCEDURE

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

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

Section 3. First Step. Any grievance that is not settled, as set forth in Section 2 of this Article, shall be submitted in writing to the department manager. All grievances shall be signed by a representative of the Union and/or the employee who is filing the grievance and shall contain the nature of the grievance, including the section of the agreement involved, the facts upon which the grievance is based, when it occurred, and the relief requested, and shall be submitted to the appropriate supervisor within ten (10)

working days after the occurrence of the event upon which the grievance is based. The department manager shall give a written answer to the aggrieved employee and the Union within five (5) working days after the receipt of the written grievance. If the answer is mutually satisfactory, the grievant and/or Union Representative shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the department supervisor.

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

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

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

B. The arbitration proceedings shall be conducted in accordance with the Federal Mediation Conciliation Services Rules and Regulations.

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

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

Section 7. Grievances which are not appealed by the aggrieved within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Union. If the Employer does not answer within the time limits specified in the above grievance procedure, the grievance shall automatically progress to the next step. The above grievance procedure affords the sole and exclusive remedy for complaints and grievances under this Agreement and the sole method of expression or communication of a view, grievance, complaint or opinion on any matter related to this Agreement.

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

Section 9. It is understood and agreed that the time limits herein specified may be extended by mutual written agreement between the Employer and the Union.

Section 10. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract beyond Step 2. The employee must make his/her election within five (5) working days after the Step 2 answer is received. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE VIII DISCHARGE OR SUSPENSION

Section 1. In the event a non-probationary employee under the jurisdiction of the Union shall be discharged or suspended from employment and he/she believes he/she has been unjustly discharged or suspended, such action shall constitute a case arising under the grievance procedure, provided the employee presents a written grievance with respect thereto to the County Administrator within five (5) regularly scheduled working days after being discharged or suspended. Such grievance shall commence at the Second Step of the grievance procedure as provided in Section 4 of Article VII.

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

ARTICLE IX TEMPORARY ASSIGNMENTS; TRANSFERS AND PROMOTIONS

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

Section 2. Promotions. When the Employer determines to fill a new regular job classification or a regular vacancy in an existing job classification, such job or vacancy shall be posted on a bulletin board for a period of seven (7) working days, during which time employees may bid for such job vacancy. The posting shall include the application deadline date and time. The best-qualified candidate, as determined by the Employer, will be awarded the job. Bargaining unit applicants will be given preference provided they have equal skills and abilities as non-bargaining unit applicants.

A. If the Employer determines two or more employees' qualifications are equal, bargaining unit seniority shall apply.

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

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

Section 3. Transfers from and to Other Bargaining Units.

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

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

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

ARTICLE X

WAGES; OVERTIME; JURY DUTY

Section 1. Wages. The wages for each classification shall be increased at the rate of 5% on January 1, 2025; 3% on January 1, 2026; and 3% on January 1, 2027. The compensation system is set forth in Appendix A, which is attached hereto and by this reference made a part hereof.

Section 2. Overtime.

A. Employees required to work on Saturday, Sunday or in excess of forty (40) hours per week, or eight (8) hours per day or ten (10) hours per day, depending on the employee's schedule at the time (whether five 8's or four 10's), will be compensated at time and one-half for any such hours worked. Overtime will be authorized in advance by the department manager and noted on the time cards.

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

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

Section 4. Jury Duty. Employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the

employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided there is at least one-half (1/2) hour remaining of scheduled work if in St. Joseph County and one and one-half (1-1/2) hours if in Federal Court or another County. Employees shall submit evidence of attendance at jury duty upon request.

ARTICLE XI HOURS OF WORK

Section 1. 35 Hour Work Week. The regular work day shall be Monday through Friday and consist of seven (7) hours excluding a sixty (60) minute break for lunch but including a fifteen (15) minute break in the a.m. and also a fifteen (15) minute break in the p.m. or the first half and second half of their regular shift, whichever may apply.

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

Section 2. 40 Hour Work Week. The regular work day shall be Monday through Friday and consist of eight (8) hours excluding a sixty (60) minute break for lunch but including a fifteen (15) minute break in the a.m. and also a fifteen (15) minute break in the p.m. or the first half and second half of their regular shift, whichever may apply. Breaks may be taken as the schedule permits. Breaks not taken shall not accumulate.

The Employer, subject to the approval of the County Administrator, and by mutual agreement of the individual employee(s), may switch employees' schedule from a regular schedule of five eight (8) hour days to a regular schedule of four ten (10) hour days. The schedule change shall take place by mutual agreement within thirty (30) calendar days. The agreement must contain detailed terms about how the schedule change will impact the employees' vacation, and sick leave. The agreement may not cause an employee to work or receive pay for more than 40 hours in a workweek, or to receive holiday pay of more than eight (8) hours on a holiday. The agreement may be terminated at any time by the Employer if the Employer determines that it is not in the best interest of the Department or the County.

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 work week subject to the following conditions:

A. The employee shall work a minimum of six (6) months at the forty (40) hour week unless mutually agreed in writing to end that arrangement before the end of six (6) months. The employee may elect to return to the thirty-five (35) hour work week at the end of that six (6) months by notifying the Employer in writing of his/her desire to do so. Such notice shall be given to the Employer at least ten (10) calendar days prior to the expiration of the six (6) months. If no such notice is received, then the employee shall continue to work forty (40) hours per week at the Employer's option and until the Employer reduces the work week to thirty-five (35) hours by providing ten (10) calendar days prior written notice to the affected employee(s).

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

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

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

Section 4. Parks and Recreation Ranger. Notwithstanding any contrary provisions, the regular work week for the Parks and Recreation Ranger shall consist of forty (40) hours scheduled on days as determined by the Director, which may include Saturday and Sunday. However, the Parks and Recreation Ranger shall be scheduled off two (2) weekends each month.

Section 5. Animal Control Officers. Notwithstanding any contrary provisions, the following shall govern the hours of work and overtime pay for Animal Control Officers, only:

Hours

A. The normal work period consists of one hundred sixty (160) hours worked within a twenty-eight (28) consecutive day period.

B. 1. The normal work day consists of either twelve (12) or eight (8) hours inclusive of a paid meal period.

2. Work schedules may be changed when the staffing needs of the Department so require.

C. 1. The Sheriff retains the right to utilize shifts consisting of eight (8) or twelve (12) hours or any combination thereof at any time.

2. The hours of work shall be determined by the Sheriff.

Overtime

A. Time and one-half (1-1/2) will be granted for those working eight (8) hour shifts under any of the following conditions:

1. Daily – All work performed in excess of eight (8) hours in any twenty-four (24) hour period, excepting overtime created due to shift selection by an employee. Example: No overtime for changes in midnight shift if the employee works sixteen (16) straight hours.

2. Periodically – All work performed in excess of one hundred sixty (160) hours in any twenty-eight (28) day pay period.

3. No compensatory time may be accumulated and all overtime shall be paid as provided in 1. and 2. above.

B. Overtime for twelve (12) hour shifts shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly base rate of pay for work performed in excess of twelve (12) regular shift

hours in any twenty-four (24) hour period and in excess of eighty (80) hours in any scheduled bi-weekly pay period.

Shift Procedure

Upon completion of one (1) year with the St. Joseph County Sheriff's Department, employees may submit requests for shift preference. Shift preference requests may be submitted once every six (6) months.

Subject to the foregoing, the Sheriff will consider such requests, but the Sheriff retains the right to assign shifts in his discretion.

ARTICLE XII LEAVES OF ABSENCE

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

Section 2. Personal Days. Each employee shall be entitled to two (2) personal leave days each year which shall not be deducted from sick leave. New employees hired after January shall receive a pro-rated amount of personal leave. Personal leave days shall not accumulate from year to year.

Section 3. Sick Leave.

A. Employees eligible for sick pay are full-time employees and part-time employees hired prior to December 31, 2015.

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

1. Full-time employees shall receive eighty (80) hours of sick leave in January of each year. New employees hired after January shall receive a pro-rated amount of sick leave. Employees shall have the option of carrying over sick time that will not exceed 240 hours or cashing out unused sick time at the rate of fifty percent (50%).
2. Part-time employees hired prior to December 31, 2015 shall accumulate sick leave on a pro-rata basis.
3. Unused sick leave may be accumulated from year to year up to a maximum of 240 hours.

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

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

- E. Utilization. An employee shall be entitled to utilize sick leave in the following instances:
1. In the event of illness, injury, temporary disability or exposure to a contagious disease endangering others.
 2. For illness, injury or temporary disability in the immediate family and provided the employee's presence is required. "Immediate family" in such cases shall include the employee's spouse, children and any persons whose financial or physical care the employee is principally responsible.
 3. For employee's doctor or dentist appointments and for doctor or dentist appointments for the employee's immediate family, as defined in 2 above, provided the employee's presence is required.
 4. Any other reason covered by the Michigan paid Medical Leave Act, but only up to a total of five (5) days (forty (40) hours) per calendar year.

F. Medical Examination for Sick Leave Abuse. An employee who is on sick leave more than three (3) consecutive work days, or if the Employer has reasonable cause to believe that an employee is abusing sick leave, that employee may be required to present a signed, written statement from their physician or a doctor selected by the Employer, stating that they are physically able to return to work, prior to starting work or that they were sick and not able to work. Any and all cost required to obtain such statement from a physician will be paid by the employee. Falsification of such evidence shall be cause for disciplinary action, including discharge.

G. After exhaustion of accumulated sick leave or when an employee is on sickness and accident insurance coverage and regardless if they are supplementing with accrued sick time as defined in Article XVII, Section 4, full-time employees shall be entitled to at least two (2) noncompensable medical leaves of up to sixty (60) working days in duration, provided the employee submits proof of medical necessity from a physician. Sick and accident leave is classified as a noncompensable leave even if supplementing with accrued sick time. Family and medical leave provisions run concurrently with this section.

1. Seniority shall accumulate during noncompensable authorized medical leaves of sixty (60) working days. Thereafter, the employee's seniority shall be frozen.
2. In no event shall a medical leave of absence exceed one (1) year, although up to one (1) year may be granted under catastrophic circumstances with approval of the Employer.
3. Failure to return at the end of a medical leave shall result in termination of employment.
4. Any employee moving into the vacated position of the employee on authorized medical leave shall be filling the vacancy on a temporary basis. When the employee on leave returns, he/she shall return to his/her former classification and shift.

H. Medical Examination to Determine Standards of Fitness. Employees may be required to submit to a medical examination by a physician designated by the Employer. The expense of such examination shall be borne by the Employer if not covered by the employee's insurance. The purpose of any such examination shall be to determine whether the employee meets the standards of fitness required for that employee's job.

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

J. Sick Leave for Part-Time Employees Hired on or After January 1, 2016. Part-time employees hired on or after January 1, 2016 who are scheduled to work at least 25 hours per week will be eligible to accrue sick leave at a rate of 1 hour of sick leave for every 35 hours worked and may accrue up to a maximum of 40 hours of sick leave in a calendar year. The sick leave may be used for any reason covered by the Michigan Paid Medical Leave Act. Up to 40 hours of unused sick leave may be carried over from year to year, but in no case may an employee accrue more than 40 hours of sick leave at any time. Unused leave may not be cashed out at the end of the year. Employees must follow the Employer's regular call-in procedures and provide any requested documentation when utilizing the leave. Employees will be allowed 3 days to provide documentation if requested.

Section 4. Extended Unpaid Personal Leave.

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

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

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

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

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

ARTICLE XIII
FAMILY AND MEDICAL LEAVE

Section 1. General. A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months is eligible for a Family and Medical Leave Act leave for a period not to exceed twelve (12) work weeks during a twelve (12) month rolling period. 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 sixty (60) working days. Thereafter, the employee's seniority shall be frozen.

All other fringe benefits such as, but not limited to, insurances, sick leave accumulation and vacation accumulation shall terminate when an employee is on an unpaid leave of absence, which includes when an employee is on sick and accident insurance coverage. The only exception to that policy is that the Employer shall continue to pay health insurance premiums during an approved unpaid leave of absence under conditions 1 through 6 listed in Section 1 of this Article, for up to twelve (12) weeks.

Section 8. Failure to Return to Work. If an employee fails to return from the leave after the leave has expired, and due to circumstances within the employee's control, then the employer may recover from the employee the premium which the employer paid for maintaining medical coverage during the leave. Return to work shall be defined as at least thirty (30) calendar days.

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

Section 9. Reinstatement After Leave. When a leave of absence under conditions 1 through 6 listed in Section 1 of this Article is granted for twelve (12) weeks or less, the Employer does not guarantee that the employee will be reinstated in their former position, but reinstated at the same wage level and step level when he/she is ready to return to work. That decision will be at the discretion of the department manager.

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

ARTICLE XIV BEREAVEMENT LEAVE

Section 1. Up to three (3) consecutive days leave from the date of death, excluding weekends and holidays, may be used as funeral leave for a death in the immediate family (not parent, spouse, child or current stepchild) upon proper notification to the department manager as soon as reasonably possible. Up to five (5) consecutive days leave from the date of death, excluding weekends and holidays, may be used as funeral leave for death of a spouse, parent, child or current stepchild upon proper notification to a department manager as soon as reasonably possible. The employee may request permission from the Employer to take allotted time non-consecutively subject to Employer's approval. The request and approval shall be reduced to writing as soon as possible following the death with a copy submitted with the time sheet to Payroll.

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

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

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

Section 5. One day leave to attend the funeral of a niece or nephew shall be permitted.

Section 6. An employee selected to be a pall bearer at the funeral of a deceased County employee will be granted time off with pay for the time necessary to attend this funeral.

Section 7. Additional time may be granted from vacation or personal leave banks or taken as unpaid time.

Section 8. One (1) day to attend the funeral of an aunt or uncle shall be permitted.

ARTICLE XV HOLIDAYS

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

1. New Year's Day, January 1;
2. Martin Luther King, Jr., Day, the third Monday in January;
3. Presidents' Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Veterans' Day, November 11;
8. Thanksgiving Day, the fourth Thursday in November;
9. Friday after Thanksgiving;
10. Christmas Eve, December 24;
11. Christmas Day, December 25;
12. New Year's Eve, December 31.

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

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

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

Section 3. To be eligible for the above-mentioned holidays, the eligible employees (full-time and part-time employees hired prior to December 31, 2015) 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. Part-time employees hired on or after January 1, 2016 will also be eligible for holiday pay if the employee would have been scheduled to work on the particular holiday and the employee otherwise meets the requirements set forth in this section.

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

ARTICLE XVI VACATION

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

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

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

Part-time employees hired prior to December 31, 2015 shall be entitled to paid vacations at one-half (1/2) of the above scheduled accrual.

Section 2. Vacation time earned may be accumulated to a maximum of one and one-half (1-1/2) times the employee's annual accrual. Five (5) vacation days shall be provided to new full-time employees at the time of their hire. Eight (8) additional days shall be provided after the new employee completes one (1) year of employment.

Section 3. Vacation time must be approved by the department manager. Vacations will be scheduled with due consideration given to the employee's request. When a conflict in scheduling exists between two or more employees, seniority shall prevail.

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

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

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

ARTICLE XVII INSURANCE

Section 1.

A. For all full-time employees, the Employer agrees to continue its present or an equivalent hospitalization and a 50-50 co-pay dental plan insurance program with a carrier authorized to do business

in the State of Michigan and shall continue to pay the insurance premium cost for the employee, dependent or family coverage, except as otherwise provided under this contract. Full-time employees will be eligible for health and dental insurance on the 1st of the month after their date of hire.

B. Effective January 1, 2019, the Employer will provide up to 3 health plans for employees to select. The Employer will pay 90% of the hard cap amount for premium costs as set annually by the State Treasurer's Office and Employees will pay 10% of the premium costs.

C. Effective January 1, 2019 and continuing until a different rate is negotiated, the following 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

Section 2. The County shall pay the required premium to provide Twenty-five Thousand and no/100 Dollars (\$25,000.00) term life insurance to all full-time employees. The policy also provides for accidental death and dismemberment benefits. The amounts of such life insurance protection, as well as other benefits and conditions, are specified in the policy contract.

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

Section 4. The Employer will provide sickness and accident short term disability insurance coverage commencing on the 14th consecutive day of sickness and injury and providing not less than sixty-five percent (65%) of the employee's weekly wages, up to Seven Hundred and no/100 Dollars (\$700.00) per week for a maximum period benefit of ninety (90) days.

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

Section 5. Long Term Disability Insurance. Full-time employees shall be covered by the County's long term disability insurance plan. Benefits shall commence on the 91st day of disability.

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 another source, other than through the County, shall have the option to receive Four Thousand and no/100 Dollars (\$4,000.00) paid out equally over each pay period. That employee must sign an Employer supplied waiver form. Such employee assumes all risks if they later desire to re-enroll in the Employer's insurance plan including no coverage for preexisting conditions and a waiting period for open enrollment, etc.

ARTICLE XVIII
PENSIONS

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

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

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

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

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

Effective January 1, 2013, all new hires eligible for inclusion in the pension plan will be included in the Hybrid plan with a defined benefit multiplier of 1%, FAC 3, six (6) year vesting period and a defined contribution (DC) from the Employer of 1%, six (6) year vesting period. The Employer shall contribute 4.5% to the DC plan.

ARTICLE XIX
SPECIAL CONFERENCES

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

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

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

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

ARTICLE XX GENERAL PROVISIONS

Section 1. Part-time Employees. Part-time, not temporary, employees hired prior to December 31, 2015 who work an average of at least twenty (20) hours per week for a continuous period of thirteen (13) weeks will be entitled to paid holidays and accumulation of sick leave, vacation, longevity and seniority - all on a one-half (1/2) full-time benefit basis. For the purposes of this section, full-time shall be defined as forty (40) hours per week. The benefit will be retroactively applied once the qualifying period is served and continues until the average hours worked for a continuous thirteen (13) week period falls below twenty (20) hours per week.

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

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

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

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

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

Section 4. Training Programs. The Employer being a nonprofit, governmental operation, may be used as a work and training program, for County, State, and Federal agencies, and also for use of other employment funding programs available either through Federal or State agencies. However, this section shall not apply during a layoff, which is a maximum of twelve (12) months, to avoid filling a vacancy, or if it would result in a reduction of the regular work force.

Section 5. Gender. All references to employees in this Agreement designate both sexes and wherever the male gender or female gender is used, it shall be construed to include both male and female.

Section 6. Amendments. Amendments to this Agreement may be made by mutual written consent of both parties only.

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

Section 8. Private Auto Use. Employees required to use their automobile for County business will be reimbursed at the current published IRS rate. There will be no retroactive payments.

Section 9. Longevity Plan.

A. After four (4) years of continuous service at thirty-five (35) hours per week, employees shall become eligible as of their anniversary date to receive Thirty and no/100 Dollars (\$30.00) for each year worked, and after ten (10) years, Forty and no/100 Dollars (\$40.00) for each year worked, payable the first pay period in December.

After four (4) years of continuous service Thirty-four and 20/100 Dollars (\$34.20) 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 Dollars (\$45.60) for each complete year of service worked at forty (40) hours per week, pro rata for time worked for forty (40) hours, payable the first pay period in December.

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

Section 10. Safety Committee. The Employer agrees to allow two AFSCME members to serve on the Safety Committee, subject to approval of their department manager to participate and attend meetings. Members will not lose wages or benefits while attending such meetings when held during their regular work schedule.

ARTICLE XXI
TOTAL AGREEMENT

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

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

ARTICLE XXII
SEPARABILITY

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

ARTICLE XXIII
NO STRIKE CLAUSE

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

ARTICLE XXIV
NEW JOB CLASSIFICATION

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

ARTICLE XXV
CONFIDENTIAL EMPLOYEE

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

ARTICLE XXVI
TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m. on December 31, 2027. Upon the written request of either party to this Agreement, both parties shall commence negotiations for a new Agreement no sooner than one hundred twenty (120) calendar days prior to the expiration thereof.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the 1st day of January, 2025.

ST. JOSEPH COUNTY
BOARD OF COMMISSIONERS

Date

Jared Hoffmaster

ST. JOSEPH COUNTY SHERIFF

Date

Chad Spence

AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES MICHIGAN
LOCAL #2955

Date

Mark Williams, AFSCME Michigan Staff
Representative

Date

Terri Crabtree, President

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APPENDIX AWAGES**Rates Effective 1/1/2025 – 12/31/2025
(5% Increase)****Wage Scale - Effective January 1, 2025**

<u>Grade</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>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
A	13.76	14.16	14.58	14.99	15.40	15.82	16.23	16.64	17.05	17.47	17.88
B	14.88	15.32	15.76	16.21	16.66	17.10	17.56	18.00	18.44	18.89	19.33
1	16.07	16.55	17.04	17.51	18.01	18.49	18.95	19.46	19.92	20.41	20.91
2	17.68	18.21	18.74	19.25	19.81	20.32	20.85	21.39	21.92	22.46	22.97
3	18.56	19.11	19.68	20.23	20.79	21.36	21.91	22.47	23.02	23.58	24.12
4	19.95	20.55	21.17	21.76	22.35	22.95	23.55	24.13	24.73	25.35	25.95
4	41,496	42,744	44,034	45,261	46,488	47,736	48,984	50,190	51,438	52,728	53,976
5	21.46	22.09	22.73	23.37	24.02	24.66	25.31	25.96	26.61	27.24	27.88
5	44,637	45,947	47,278	48,610	49,962	51,293	52,645	53,997	55,349	56,659	57,990
6	22.52	23.19	23.88	24.53	25.23	25.86	26.59	27.25	27.92	28.58	29.30
6	46,842	48,235	49,670	51,022	52,478	53,789	55,307	56,680	58,074	59,446	60,944
7	24.55	25.32	26.10	26.73	27.46	28.29	29.00	29.76	30.45	31.16	31.96
7	51,064	52,666	54,288	55,598	57,117	58,843	60,320	61,901	63,336	64,813	66,477
8	25.81	26.60	27.36	28.17	28.92	29.66	30.50	31.25	32.00	32.78	33.56
8	53,685	55,328	56,909	58,594	60,154	61,693	63,440	65,000	66,560	68,182	69,805
9	57,721	59,453	61,185	62,917	64,648	66,380	68,112	69,844	71,574	73,306	75,038
10	62,051	63,912	65,774	67,635	69,497	71,359	73,220	75,082	76,943	78,805	80,666
11	66,704	68,706	70,707	72,708	74,709	76,711	78,712	80,712	82,714	84,715	86,716
12	71,708	73,858	76,010	78,161	80,313	82,464	84,614	86,766	88,917	91,069	93,220
13	78,878	81,245	83,611	85,978	88,343	90,710	93,076	95,443	97,809	100,176	102,541
14	86,766	89,369	91,972	94,576	97,179	99,780	102,383	104,987	107,590	110,193	112,796

*2024 Rates x 1.05%

**Rates Effective 1/1/2026 – 12/31/2026
(3% Increase)**

Wage Scale - Effective January 1, 2026

<u>Grade</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>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
A	14.17	14.58	15.02	15.44	15.86	16.29	16.72	17.14	17.56	17.99	18.42
B	15.33	15.78	16.23	16.70	17.16	17.61	18.09	18.54	18.99	19.46	19.91
1	16.55	17.05	17.55	18.04	18.55	19.04	19.52	20.04	20.52	21.02	21.54
2	18.21	18.76	19.30	19.83	20.40	20.93	21.48	22.03	22.58	23.13	23.66
3	19.12	19.68	20.27	20.84	21.41	22.00	22.57	23.14	23.71	24.29	24.84
4	20.55	21.17	21.81	22.41	23.02	23.64	24.26	24.85	25.47	26.11	26.73
4	42,744	44,034	45,365	46,613	47,882	49,171	50,461	51,688	52,978	54,309	55,598
5	22.10	22.75	23.41	24.07	24.74	25.40	26.07	26.74	27.41	28.06	28.72
5	45,968	47,320	48,693	50,066	51,459	52,832	54,226	55,619	57,013	58,365	59,738
6	23.20	23.89	24.60	25.27	25.99	26.64	27.39	28.07	28.76	29.44	30.18
6	48,256	49,691	51,168	52,562	54,059	55,411	56,971	58,386	59,821	61,235	62,774
7	25.29	26.08	26.88	27.53	28.28	29.14	29.87	30.65	31.36	32.09	32.92
7	52,603	54,246	55,910	57,262	58,822	60,611	62,130	63,752	65,229	66,747	68,474
8	26.58	27.40	28.18	29.02	29.79	30.55	31.42	32.19	32.96	33.76	34.57
8	55,286	56,992	58,614	60,362	61,963	63,544	65,354	66,955	68,557	70,221	71,906
9	59,453	61,237	63,021	64,805	66,587	68,371	70,155	71,939	73,721	75,505	77,289
10	63,913	65,829	67,747	69,664	71,582	73,500	75,417	77,334	79,251	81,169	83,086
11	68,705	70,767	72,828	74,889	76,950	79,012	81,073	83,133	85,195	87,256	89,317
12	73,859	76,074	78,290	80,506	82,722	84,938	87,152	89,369	91,585	93,801	96,017
13	81,244	83,682	86,119	88,557	90,993	93,431	95,868	98,306	100,743	103,181	105,617
14	89,369	92,050	94,731	97,413	100,094	102,773	105,454	108,137	110,818	113,499	116,180

*2025 Rates x 1.03%

**Rates Effective 1/1/2027 – 12/31/2027
(3% Increase)**

Wage Scale - Effective January 1, 2027

<u>Grade</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>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
A	14.60	15.02	15.47	15.90	16.34	16.78	17.22	17.65	18.09	18.53	18.97
B	15.79	16.25	16.72	17.20	17.67	18.14	18.63	19.10	19.56	20.04	20.51
1	17.05	17.56	18.08	18.58	19.11	19.61	20.11	20.64	21.14	21.65	22.19
2	18.76	19.32	19.88	20.42	21.01	21.56	22.12	22.69	23.26	23.82	24.37
3	19.69	20.27	20.88	21.47	22.05	22.66	23.25	23.83	24.42	25.02	25.59
4	21.17	21.81	22.46	23.08	23.71	24.35	24.99	25.60	26.23	26.89	27.53
4	44,034	45,365	46,717	48,006	49,317	50,648	51,979	53,248	54,558	55,931	57,262
5	22.76	23.43	24.11	24.79	25.48	26.16	26.85	27.54	28.23	28.90	29.58
5	47,341	48,734	50,149	51,563	52,998	54,413	55,848	57,283	58,718	60,112	61,526
6	23.90	24.61	25.34	26.03	26.77	27.44	28.21	28.91	29.62	30.32	31.09
6	49,712	51,189	52,707	54,142	55,682	57,075	58,677	60,133	61,610	63,066	64,667
7	26.05	26.86	27.69	28.36	29.13	30.01	30.77	31.57	32.30	33.05	33.91
7	54,184	55,869	57,595	58,989	60,590	62,421	64,002	65,666	67,184	68,744	70,533
8	27.38	28.22	29.03	29.89	30.68	31.47	32.36	33.16	33.95	34.77	35.61
8	56,950	58,698	60,382	62,171	63,814	65,458	67,309	68,973	70,616	72,322	74,069
9	61,237	63,074	64,912	66,749	68,585	70,422	72,260	74,097	75,933	77,770	79,608
10	65,830	67,804	69,779	71,754	73,729	75,705	77,680	79,654	81,629	83,604	85,579
11	70,766	72,890	75,013	77,136	79,259	81,382	83,505	85,627	87,751	89,874	91,997
12	76,075	78,356	80,639	82,921	85,204	87,486	89,767	92,050	94,333	96,615	98,898
13	83,681	86,192	88,703	91,214	93,723	96,234	98,744	101,255	103,765	106,276	108,786
14	92,050	94,812	97,573	100,335	103,097	105,856	108,618	111,381	114,143	116,904	119,665

*2026 Rates x 1.03%

**Memorandum of Understanding
Between St. Joseph County Board of Commissioners and
AFSCME General Unit**

(Continuation of 4-day/10-hours per day County work week schedule)

This agreement is a continuation of a previous MOU approved by the Board of Commissioners on May 20, 2014 which was effective May 20 through December 31, 2014. This MOU will expire with the current contract on December 31, 2015.

The parties agree that bargaining unit members, whose department managers wish to utilize, shall have the option of either working a 4-day/10-hours per day County workweek schedule (4/10 schedule) or maintain their regularly scheduled hours. (A County workweek runs Tuesday to the following Monday as defined in payroll calendar.)

The bargaining unit members choosing a 4/10 schedule who have a regular schedule of eight (8) hours per day for five (5) days per County workweek shall work ten (10) hours per day for four (4) days between Tuesday – Monday. Members, with approval from their department manager, shall choose from one of the following shifts.


<u>Shift Hours</u>	<u>Meal Period Duration</u>
6:30 am – 5:00 pm	One-half (½) hour
6:00 am – 5:00 pm	One (1) hour
6:00 am – 4:30 pm	One-half (½) hour
7:00 am – 5:30 pm	One-half (½) hour
7:30 am – 6:00 pm	One-half (½) hour
7:00 am – 6:00 pm	One (1) hour
8:00 am – 6:30 pm	One-half (½) hour

Bargaining unit members who utilize the 4/10 schedule shall not be entitled to overtime stipulated in Article X, Section 2 for hours worked over eight (8) in a single work day. Overtime shall be defined as any time required to be worked in excess of forty (40) hours in a Tuesday through Monday County pay week.

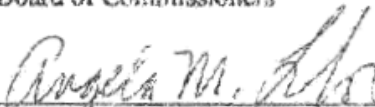
Bargaining unit members choosing a 4/10 schedule shall return to a 5-day/8-hour schedule for County workweeks containing County paid holidays. Commencing January 2, 2015 an employee can choose to still work 4/10 schedule and supplement the holiday with personal or vacation time or return to a 5-day/8-hour schedule during the week in which there is a holiday as long as hours equate to 40 hours including the 8 hours of holiday pay.

ST. JOSEPH COUNTY

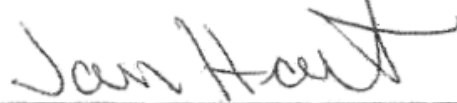
1/6/15
Date


John L. Dobberteen, Chairman
Board of Commissioners

12-15-14
Date


Angela Labor, Staff Representative
Michigan Council #25, AFSCME Local #2955

12-16-14
Date


Jan Hart, Local President

Board Approved 1/6/15



AGREEMENT

BETWEEN

ST. JOSEPH COUNTY BOARD OF COMMISSIONERS
PROBATE COURT
and
CHAPTER OF LOCAL #2955
AFSCME MICHIGAN
FOR PROBATE COURT EMPLOYEES

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AGREEMENT

THIS AGREEMENT, made and entered into effective the 1st day of January, 2025, by and between the ST. JOSEPH COUNTY BOARD OF COMMISSIONERS AND PROBATE COURT OF ST. JOSEPH COUNTY, (hereinafter referred to as the "EMPLOYER"), and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, MICHIGAN, 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 NON-DISCRIMINATION

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 Probate Court, 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 from any wages or compensation payable to an employee an amount equal to the regular monthly dues uniformly applicable to members of the Union, provided the employee signs a payroll deduction authorization permitting the deduction. Said form must be submitted by the Union to the Employer before any deductions are made. Employees may revoke dues or representation fee deduction authorization at any time of the year, however, it is encouraged to revoke their deduction during the month of January. When an employee elects to start or cease dues deductions, it can take up to thirty (30) days before the changes can take effect.

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 Employee signs a payroll deduction authorization permitting the dues or representation fee deduction.

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. 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.

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

E. 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. 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 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 AFSCME Michigan 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 workstation after negotiations have terminated, provided that there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to

commence subsequent to the start of their normal shift. Negotiations shall take place at mutually agreed upon times.

ARTICLE 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 Probate 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 Probate Judge or his/her designee shall meet with the grievant and/or Union representative within ten (10) working days to consider the grievance. The Probate 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 Probate 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 of the meeting, then the matter will be presented for a decision to a Retired Probate Judge 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, for four (4) weeks or more, 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 department and classification will be laid off first, provided the remaining employees have the present ability to perform the remaining work.

Seniority employees within the affected 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 the affected classification according to their seniority provided they have the present ability to perform the work. The recall period is limited to the equivalent of the laid off employees' seniority, or one (1) year, whichever is less.

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

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. 40 Hour Work Week. For those positions established based on 40 hours per week, the normal workday for Probate Court 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 2. Regular Part-time Employees. Regular part-time, not temporary, employees hired prior to December 31, 2015 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 an eligible 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 Probate Judge or his/her designee shall schedule said employee to use holiday hours on an otherwise scheduled day of work within that week.

If an eligible 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 3. Compensatory Time. When it is necessary for an employee to work in excess of forty (40) hours and such excess has been authorized in advance, the employee with prior approval of the Probate Judge or his/her designee, shall be granted compensatory time off at the rate of time and one-half. 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 Probate 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.

Section 4. 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.

Section 5. 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, parent, 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 parent-in-law, brothers, sisters, grandparents, grandparent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchildren, aunts, uncles, step-mother, step-father. (Parent, spouse, children and current stepchildren five (5) days as noted in Section A).

E. One (1) day leave to attend the funeral of a niece or nephew shall be permitted.

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

G. Upon request of the employee, the Judge may grant additional days for travel or other proper reasons.

Section 3. Sick Leave.

A. Full-time employees and regular part-time employees hired prior to December 31, 2015 shall be eligible for sick leave or sick pay after thirty (30) days of employment.

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

1. Regular full-time employees shall receive eighty (80) hours of sick leave in January of each year. New employees hired after January shall receive a pro-rated amount of sick leave. Employees shall have the option of carrying over sick time that will not exceed 240 hours or cashing out unused sick time at the rate of fifty percent (50%).
2. Regular part-time employees hired prior to December 31, 2015 shall accumulate sick leave on a pro-rata basis.
3. Unused sick leave may be accumulated from year to year up to a maximum of 240 hours.

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.

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 not required.
4. Any other reason covered by the Michigan Paid Medical Leave Act, but only up to a total of five (5) days (forty (40) hours) per calendar year.

D. Authorization. Any utilization of sick leave by an employee must have the approval of the Probate 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.

K. Sick Leave for Part-Time Employees Hired on or After January 1, 2016. Part-time employees hired on or after January 1, 2016 who are scheduled to work at least 25 hours per week will be eligible to accrue sick leave at a rate of 1 hour of sick leave for every 35 hours worked and may accrue up to a maximum of 40 hours of sick leave in a calendar year. The sick leave may be used for any reason covered by the Michigan Paid Medical Leave Act. Up to 40 hours of unused sick leave may be carried over from year to year, but in no case may an employee accrue more than 40 hours of sick leave at any time. Unused leave may not be cashed out at the end of the year. Employees must follow the Employer's

regular call-in procedures and provide any requested documentation when utilizing the leave. Employees will be allowed 3 days to provide documentation if requested.

Section 4. Personal Leave. Each full-time employee shall be entitled to two (2) personal leave days each year. Each regular part-time employee hired prior to December 31, 2015 shall be entitled to one (1) personal leave day each year. New employees hired after January shall receive a pro-rated amount of personal 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. 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 sixty (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 XIII
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 hired prior to December 31, 2015 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 Probate 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 Probate 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. Five (5) vacation days shall be provided to new full-time employees at the

time of their hire. Eight (8) additional days shall be provided after the new employee completes one (1) year of employment.

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:

1. New Year's Day, January 1;
2. Martin Luther King, Jr., Day, the third Monday in January;
3. Presidents' Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Veterans' Day, November 11;
8. Thanksgiving Day, the fourth Thursday in November;
9. Friday after Thanksgiving;
10. Christmas Eve, December 24;
11. Christmas Day, December 25;
12. New Year's Eve, December 31.

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

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

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

Section 3. To be eligible for the above-mentioned holidays, the eligible employees (full-time and regular part-time employees hired prior to December 31, 2015) 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. Part-time employees hired on or after January 1, 2016 will also be eligible for holiday pay if the employee would have been scheduled to work on the particular holiday and the employee otherwise meets the requirements set forth in this section.

ARTICLE XV
INSURANCE

Section 1. Hospitalization and Medical Coverage.

A. All full-time employees, on the 1st of the month after date of hire, shall be insured by the Employer's present, or an equivalent, hospitalization insurance program, except as stated below, with a carrier authorized to do business in the State of Michigan. The Employer shall pay the insurance premium cost for the employee and dependent or family coverage, except as otherwise stated under this contract.

B. Effective January 1, 2019, the Employer will provide up to 3 health plans for employees to select. The Employer will pay 90% of the hard cap amount for premium costs as set annually by the State Treasurer's Office and Employees will pay 10% of the premium costs.

Section 2. Life Insurance. The Employer shall pay the required premium to provide Twenty-five Thousand and no/100 Dollars (\$25,000.00) term life insurance to all full-time employees. The policy shall also provide for accidental death and dismemberment benefits in the amount of Twenty-five Thousand and no/100 Dollars (\$25,000.00). 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, on the 1st of the month after date of hire 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.)

Effective January 1, 2019 and continuing until a different rate is negotiated, the following 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

Section 5. Sickness and Accident Insurance. Effective January 1, 2016, 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 14th day after sickness or accident and shall pay not less than sixty-five percent (65%) of the employee's wages, up to a maximum of Seven Hundred and no/100 Dollars (\$700.00) per week, for a maximum of ninety (90) days.

Employees eligible for sick and accident insurance may use their accrued and banked sick leave thereby allowing the employee to be paid one hundred percent (100%) 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. Long Term Disability Insurance. Full-time employees shall be covered by the County's long term disability insurance plan. Benefits shall commence on the 91st day of disability.

Section 7. 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 another source, other than through the County, shall have the option to receive Four Thousand and no/100 Dollars (\$4,000.00) paid out equally over each pay period. 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 8. 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 eight (8) years of service (V8), final average compensation based on highest consecutive sixty (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%.

Effective January 1, 2013, all new hires eligible for inclusion in the pension plan will be included in the Hybrid plan with a defined benefit multiplier of 1%, FAC 3, six (6) year vesting period and a defined contribution (DC) from the Employer of 1%, six (6) year vesting period. The Employer shall contribute 4.5% to the DC plan.

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 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 PLAN

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 Dollars (\$30.00) 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 Dollars (\$40.00) times the employee's years of seniority.

After four (4) years of continuous service Thirty-four and 20/100 Dollars (\$34.20) 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 Dollars (\$45.60) 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 Dollars (\$15.00) 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 Dollars (\$20.00) 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.).

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

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 XXIX

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 one hundred percent (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 XXX
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 XXXI
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 XXXII
JOB CLASSIFICATION AND RATES

Section 1. The wages for each classification shall be increased at the rate of 5% on January 1, 2025; 3% on January 1, 2026; and 3% on January 1, 2027. The compensation system are set forth in Appendix A, which are 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 XXXIII
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 XXXIV
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 XXXV
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, 2027.

Section 2. Upon the written request of either party to this Agreement, both parties shall commence negotiations for a new Agreement no sooner than one hundred twenty (120) calendar days prior to the expiration thereof. This Contract shall continue in full force and effect after the expiration date unless either party gives ten (10) days written termination notice.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the 1st day of January, 2025.

ST. JOSEPH COUNTY
BOARD OF COMMISSIONERS

Date

Jared Hoffmaster

ST. JOSEPH COUNTY
PROBATE COURT

Date

Honorable Robert K. Pattison, Chief Judge

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
MICHIGAN, LOCAL #2955

Date

Mark Williams, AFSCME Michigan Staff
Representative

Date

Terri Crabtree, President

APPENDIX A

WAGES

**Rates Effective 1/1/2025 – 12/31/2025
(5% Increase)**

Wage Scale - Effective January 1, 2025

<u>Grade</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>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
A	13.76	14.16	14.58	14.99	15.40	15.82	16.23	16.64	17.05	17.47	17.88
B	14.88	15.32	15.76	16.21	16.66	17.10	17.56	18.00	18.44	18.89	19.33
1	16.07	16.55	17.04	17.51	18.01	18.49	18.95	19.46	19.92	20.41	20.91
2	17.68	18.21	18.74	19.25	19.81	20.32	20.85	21.39	21.92	22.46	22.97
3	18.56	19.11	19.68	20.23	20.79	21.36	21.91	22.47	23.02	23.58	24.12
4	19.95	20.55	21.17	21.76	22.35	22.95	23.55	24.13	24.73	25.35	25.95
4	41,496	42,744	44,034	45,261	46,488	47,736	48,984	50,190	51,438	52,728	53,976
5	21.46	22.09	22.73	23.37	24.02	24.66	25.31	25.96	26.61	27.24	27.88
5	44,637	45,947	47,278	48,610	49,962	51,293	52,645	53,997	55,349	56,659	57,990
6	22.52	23.19	23.88	24.53	25.23	25.86	26.59	27.25	27.92	28.58	29.30
6	46,842	48,235	49,670	51,022	52,478	53,789	55,307	56,680	58,074	59,446	60,944
7	24.55	25.32	26.10	26.73	27.46	28.29	29.00	29.76	30.45	31.16	31.96
7	51,064	52,666	54,288	55,598	57,117	58,843	60,320	61,901	63,336	64,813	66,477
8	25.81	26.60	27.36	28.17	28.92	29.66	30.50	31.25	32.00	32.78	33.56
8	53,685	55,328	56,909	58,594	60,154	61,693	63,440	65,000	66,560	68,182	69,805
9	57,721	59,453	61,185	62,917	64,648	66,380	68,112	69,844	71,574	73,306	75,038
10	62,051	63,912	65,774	67,635	69,497	71,359	73,220	75,082	76,943	78,805	80,666
11	66,704	68,706	70,707	72,708	74,709	76,711	78,712	80,712	82,714	84,715	86,716
12	71,708	73,858	76,010	78,161	80,313	82,464	84,614	86,766	88,917	91,069	93,220
13	78,878	81,245	83,611	85,978	88,343	90,710	93,076	95,443	97,809	100,176	102,541
14	86,766	89,369	91,972	94,576	97,179	99,780	102,383	104,987	107,590	110,193	112,796

*2024 Rates x 1.05%

**Rates Effective 1/1/2026 – 12/31/2026
(3% Increase)**

Wage Scale - Effective January 1, 2026

<u>Grade</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>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
A	14.17	14.58	15.02	15.44	15.86	16.29	16.72	17.14	17.56	17.99	18.42
B	15.33	15.78	16.23	16.70	17.16	17.61	18.09	18.54	18.99	19.46	19.91
1	16.55	17.05	17.55	18.04	18.55	19.04	19.52	20.04	20.52	21.02	21.54
2	18.21	18.76	19.30	19.83	20.40	20.93	21.48	22.03	22.58	23.13	23.66
3	19.12	19.68	20.27	20.84	21.41	22.00	22.57	23.14	23.71	24.29	24.84
4	20.55	21.17	21.81	22.41	23.02	23.64	24.26	24.85	25.47	26.11	26.73
4	42,744	44,034	45,365	46,613	47,882	49,171	50,461	51,688	52,978	54,309	55,598
5	22.10	22.75	23.41	24.07	24.74	25.40	26.07	26.74	27.41	28.06	28.72
5	45,968	47,320	48,693	50,066	51,459	52,832	54,226	55,619	57,013	58,365	59,738
6	23.20	23.89	24.60	25.27	25.99	26.64	27.39	28.07	28.76	29.44	30.18
6	48,256	49,691	51,168	52,562	54,059	55,411	56,971	58,386	59,821	61,235	62,774
7	25.29	26.08	26.88	27.53	28.28	29.14	29.87	30.65	31.36	32.09	32.92
7	52,603	54,246	55,910	57,262	58,822	60,611	62,130	63,752	65,229	66,747	68,474
8	26.58	27.40	28.18	29.02	29.79	30.55	31.42	32.19	32.96	33.76	34.57
8	55,286	56,992	58,614	60,362	61,963	63,544	65,354	66,955	68,557	70,221	71,906
9	59,453	61,237	63,021	64,805	66,587	68,371	70,155	71,939	73,721	75,505	77,289
10	63,913	65,829	67,747	69,664	71,582	73,500	75,417	77,334	79,251	81,169	83,086
11	68,705	70,767	72,828	74,889	76,950	79,012	81,073	83,133	85,195	87,256	89,317
12	73,859	76,074	78,290	80,506	82,722	84,938	87,152	89,369	91,585	93,801	96,017
13	81,244	83,682	86,119	88,557	90,993	93,431	95,868	98,306	100,743	103,181	105,617
14	89,369	92,050	94,731	97,413	100,094	102,773	105,454	108,137	110,818	113,499	116,180

*2025 Rates x 1.03%

**Rates Effective 1/1/2027 – 12/31/2027
(3% Increase)**

Wage Scale - Effective January 1, 2027

<u>Grade</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>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
A	14.60	15.02	15.47	15.90	16.34	16.78	17.22	17.65	18.09	18.53	18.97
B	15.79	16.25	16.72	17.20	17.67	18.14	18.63	19.10	19.56	20.04	20.51
1	17.05	17.56	18.08	18.58	19.11	19.61	20.11	20.64	21.14	21.65	22.19
2	18.76	19.32	19.88	20.42	21.01	21.56	22.12	22.69	23.26	23.82	24.37
3	19.69	20.27	20.88	21.47	22.05	22.66	23.25	23.83	24.42	25.02	25.59
4	21.17	21.81	22.46	23.08	23.71	24.35	24.99	25.60	26.23	26.89	27.53
4	44,034	45,365	46,717	48,006	49,317	50,648	51,979	53,248	54,558	55,931	57,262
5	22.76	23.43	24.11	24.79	25.48	26.16	26.85	27.54	28.23	28.90	29.58
5	47,341	48,734	50,149	51,563	52,998	54,413	55,848	57,283	58,718	60,112	61,526
6	23.90	24.61	25.34	26.03	26.77	27.44	28.21	28.91	29.62	30.32	31.09
6	49,712	51,189	52,707	54,142	55,682	57,075	58,677	60,133	61,610	63,066	64,667
7	26.05	26.86	27.69	28.36	29.13	30.01	30.77	31.57	32.30	33.05	33.91
7	54,184	55,869	57,595	58,989	60,590	62,421	64,002	65,666	67,184	68,744	70,533
8	27.38	28.22	29.03	29.89	30.68	31.47	32.36	33.16	33.95	34.77	35.61
8	56,950	58,698	60,382	62,171	63,814	65,458	67,309	68,973	70,616	72,322	74,069
9	61,237	63,074	64,912	66,749	68,585	70,422	72,260	74,097	75,933	77,770	79,608
10	65,830	67,804	69,779	71,754	73,729	75,705	77,680	79,654	81,629	83,604	85,579
11	70,766	72,890	75,013	77,136	79,259	81,382	83,505	85,627	87,751	89,874	91,997
12	76,075	78,356	80,639	82,921	85,204	87,486	89,767	92,050	94,333	96,615	98,898
13	83,681	86,192	88,703	91,214	93,723	96,234	98,744	101,255	103,765	106,276	108,786
14	92,050	94,812	97,573	100,335	103,097	105,856	108,618	111,381	114,143	116,904	119,665

*2026 Rates x 1.03%

AGREEMENT

BETWEEN

ST. JOSEPH COUNTY BOARD OF COMMISSIONERS
ST. JOSEPH COUNTY DISTRICT COURT

AND

ST. JOSEPH COUNTY DISTRICT COURT
EMPLOYEES' ASSOCIATION

Termination Date: December 31, 2027

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AGREEMENT

THIS AGREEMENT, made effective the 1st day of January, 2025, by and between the ST. JOSEPH COUNTY BOARD OF COMMISSIONERS AND ST. JOSEPH COUNTY DISTRICT COURT, hereinafter referred to as the “Employer,” and the ST. JOSEPH COUNTY DISTRICT COURT EMPLOYEES’ ASSOCIATION, hereinafter referred to as the “Association”.

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

ARTICLE I
ASSOCIATION RECOGNITION

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 Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all regular full-time and regular part-time clerical employees of the St. Joseph County District Court, but excluding department managers, supervisors, professional employees, temporary employees and all other employees.

Section 2. Regular full-time employees are defined as those whose regular work week consists of thirty (30) hours or more per week. Regular part-time employees are defined as those whose regular work week consists of twenty-nine (29) hours or less.

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

ARTICLE II
MANAGEMENT RIGHTS

Section 1. It is understood and hereby agreed that the Employer reserves and retains solely and exclusively, all inherent and customary rights, powers, functions, and authority of management to manage the operations of the District Court, and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law, along with the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their location; to establish classification of work; to hire and reduce or increase the size of the work force; to adopt, modify or amend its budget or any appropriation; to direct and control operation; to discontinue, combine or reorganize any part or all of its operation; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance

either in or out of the Employer's facilities, and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and shall not be subject to the grievance procedures established in this Agreement.

Section 2. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, discharge, layoff, and recall personnel; to establish reasonable work rules and to fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish and change work schedules, to provide and assign relief personnel; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specified provisions of this Agreement and, as such, they shall be subject to the grievance procedure established in this Agreement.

Section 3. 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 and then only to the extent such specific and express terms thereof are in conformance with the Constitution, the laws of the State of Michigan, the rules and orders of the Supreme Court of the State of Michigan, and the Constitution, the laws of the United States. Except as specifically provided in this Agreement, the Employer hereby reserves and retains all of its inherent and lawful rights, responsibilities, and authority under the applicable Michigan laws and rules and orders of the Michigan Supreme Court or any other supervising or Superior Court, or any other national, state, county, district, or local law or regulations as they pertain to the Courts.

Section 4. The District Court is an equal opportunity employer. There will be no discrimination with regard to religion, race, color, national origin, age, sex, height, weight, marital status or disability. The District Court as Employer recognizes the rules and regulations of the Americans with Disabilities Act.

ARTICLE III ASSOCIATION SECURITY

Section 1. Regular full-time and regular part-time employees covered by this Agreement at the time it becomes effective and who are members of the Association at the time may continue membership in the Association or pay a service fee to the Association equivalent to the amount of dues required of members for the duration of this Agreement.

Section 2. Employees hired, rehired, reinstated, or transferred into the bargaining unit after ratification and covered by this Agreement may become members of the Association, or pay a service fee to the Association, equivalent to the amount of dues uniformly required for membership for the duration of this Agreement commencing after two (2) full pay periods following the beginning of the employment in the Unit.

Section 3. The Employer will not aid, promote or finance any labor group or organization which proposes to engage in collective bargaining or make agreement with any such group or organization for the purpose of undermining this Association.

Section 4. The Association agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of dues or service fees.

Section 5. Seniority is defined as the length of continuous service the Association member has with the Employer since the employee's most recent date of hire. Seniority shall become effective upon successfully completing the probationary period listed in Article V of this Agreement. Seniority shall be applied only as specifically set forth in this Agreement.

Section 6. Loss of Seniority.

- A. She/he quits.
- B. She/he is discharged, and the discharge is not reversed through the grievance process as set forth in this Agreement.
- C. If she/he does not return to work when recalled from layoff as set forth in the recall procedure.
- D. If the employee is on layoff for a consecutive period of one (1) year.
- E. Return from sick leave and leaves of absence will be treated the same as subsection C.
- F. She/he accepts employment elsewhere while on a leave of absence unless otherwise provided in this Agreement.
- G. She/he leaves the Association for a position other than a Deputy Clerk.
- H. She/he retires or is retired by the Employer under an applicable retirement program.
- I. She/he is convicted or pleads guilty to a felony.
- J. An employee who intentionally falsifies her/his employment application.

ARTICLE IV
GRIEVANCE PROCEDURE

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

Section 2. An employee who believes she/he has a grievance shall first discuss the matter with the District Court Administrator, accompanied by an Association Representative within three (3) working days after he/she becomes aware of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedure shall apply.

Section 3. If an employee elects to use the grievance procedure provided for in this contract and later elects to use statutory remedies, the grievance decision shall not be applicable and any relief granted shall be forfeited.

Section 4. First Step. Any grievance that is not settled by discussion as set forth in Section 2 of this Article shall be submitted in writing to the District Court Administrator. All grievances shall be signed by a representative of the Association and 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 District Court Administrator within five (5) working days after the oral discussion as specified in Section 2. The District Court Administrator shall give a written answer to the aggrieved employee and the Association within five (5) working days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance and both grievant and Association Representative shall then sign the answer. Two (2) copies shall be retained by the Association and one (1) copy by the District Court Administrator.

Section 5. Second Step. If the grievance is appealed further, the grievant and his Association Representative must notify the Presiding District Court Judge or his/her designee in writing within five (5) working days of receipt of the First Step answer, and the Presiding District Court Judge or his/her designee shall meet with them. The Presiding District Court Judge or his/her designee shall give a written answer to the aggrieved employee and his/her Association representative within five (5) working days after the date of this meeting.

Section 6. Third Step. If the answer at Step 2 is not satisfactory and the Association wishes to carry it further, they shall within thirty (30) days from the date of the Employer's answer at Step 2 meet with a Retired District Court Judge for the purposes of attempting to resolve the dispute(s). The Retired District Court Judge must provide a written answer within ten (10) working days. The Retired District Court Judge is to be named and mutually agreed upon by the Employer and the Association. The decision shall be final and binding on both parties.

Section 7. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

Section 8. 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 Association. 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 grievances.

Section 9. For the purpose of this Article, working day shall be defined as the calendar days Monday through Friday, excluding holidays recognized under the contract.

Section 10. It is understood and agreed that the time limits herein specified may be extended by mutual agreement between the Employer and the Association.

Section 11. The Association reserves the right to financially support the grievant in the use of statutory remedies.

Section 12. 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 Association of the discharge or suspension. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with the Association representative, 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/her designated representative will discuss the discharge or suspension with the employee and the Association.
- 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 Association and the discharge or suspension shall not be in subject of a grievance.

ARTICLE V
EMPLOYEE EVALUATION

Section 1. It is the policy of the District Court to have all newly hired and current employees (as covered under Sections 4 and 5) undergo a trial period of employment in order to assess their ability to perform the job, work habits, attendance, and other work related characteristics.

Section 2. 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. 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. Overtime in excess of the employee's regularly scheduled workday shall not be included in computing the expiration date of the employee's probationary period.

Section 3. Evaluation. Probationary employees will be provided an evaluation conference within the first sixty (60) days of employment.

Section 4. An employee entering a different position within the District Court shall receive the rate of pay associated with that position. A trial period of sixty (60) days shall be instituted to determine job performance. If the employee fails the trial period of the different

position, he/she will be reinstated to the former position with no loss of salary, benefits, or increment status associated with the former position.

ARTICLE VI
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 Association 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 Association contends that the temporary rate is inappropriate, it shall serve a written notice upon the District Court Administrator within such thirty (30) day period of its desire to negotiate with respect to such rate. Such negotiations shall be initiated within fifteen (15) calendar days of receipt by the District Court Administrator of such written notice. If the parties cannot reach an agreement, the Employer shall forthwith request and base the permanent rate upon the recommendation of the State Court Administrative Office. The temporary rate shall remain in effect pending receipt of said recommendation.

ARTICLE VII
WAGES

Section 1. Wages. The wages for each classification shall be increased at the rate of 5% on January 1, 2025; 3% on January 1, 2026; and 3% on January 1, 2027. The classification and compensation system effective January 1, 2025 is set forth in Appendix A-1 and A-2, which is attached hereto and by this reference made a part hereof.

Section 2.

- A. An employee required to work in excess of a regularly scheduled work week up to forty (40) hours per work week shall be compensated at their current straight time hourly rate or compensatory time equal to the excess hours worked as agreed to by the Employer. Compensatory time 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.
- B. Employees required to work in excess of forty (40) hours per week will be paid at time and one-half for any such hours worked.
- C. Overtime shall not be paid or compensated unless approved by the District Court Administrator and noted on the time sheet.

Section 3. There shall not be duplication or pyramiding of overtime under the above provision.

Section 4. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

ARTICLE VIII
HOURS OF WORK

Section 1. The standard workweek shall consist of forty (40) hours. Included in a work day shall be a fifteen (15) minute break in the a.m. and also a fifteen (15) minute break in the p.m., or the first half and second half of their regular shift, whichever may apply.

Section 2. Regular part-time employees are employees who successfully complete a probationary period, working between twenty (20) and twenty-nine (29) hours per workweek. Nothing herein precludes the employee from working past her/his normal hour of employment if requested by the Employer and agreed by the employee.

Section 3. The Employer may schedule up to four (4) two-hour training sessions per year, outside of regular working hours, to be compensated at the regular hourly rate of pay.

- A. The Employer may require employees to attend training sessions held at the Courthouse facility. Attendance beyond the employee's normal workday shall be compensated at their regular hourly rate.
- B. An employee given the opportunity of attending training session(s) held outside the court facility shall be compensated at their regular hourly rate of pay for up to a total of eight (8) hours a day, when such session(s) exceed their normal work day. An employee declining the opportunity of attending any training session(s) exceeding eight (8) hours (including travel time), shall have this right without reflection on their record.

Section 4. If the Court Office is closed for any reason beyond the employee's control, such employee shall be paid at their regular pay rate.

ARTICLE IX
LEAVE OF ABSENCE AND FAMILY MEDICAL LEAVE ACT

Section 1. Miscellaneous Leaves. The Employer realizes that an employee may require a leave of absence to take care of matters of a personal nature. It is understood that such a leave is for the benefit of the employee and not the Employer and is non-compensable. Such a leave may be granted by the Employer and shall not exceed six (6) months.

Section 2. Authorization and Approval. The District Court Administrator shall be responsible for attendance and leave usage of employees. The Administrator shall review and approve all usage of leave.

Section 3. Special Provision.

- A. Failure to report for work as scheduled on the first day following the leave of absence may result in the employee's termination, except when provisions have been made with the District Court Administrator.
- B. All non-compensable leaves of absence should be considered by the employee as to their necessity. Fringe benefits, such as vacation, holiday pay, etc., will not be accumulated or paid for during a leave of absence. However, length of service, grade, classification, and fringe benefits accrued prior to the leave of absence will not be lost during said leave, but will be reinstated in full to the employee upon his return to work.
- C. Such leave may be extended for like cause.
- D. Each employee will have to make financial arrangements with the Finance Department to continue any insurance premium payments or payroll deductions by the employee.

Section 4. Military Service. All leaves of absence pertaining to military service will be handled by the District Court Administrator. All rights and privileges as indicated by State and Federal statutes will apply.

Section 5. Family and Medical Leave Act of 1993.

- A. 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. 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 Leave 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.

B. Notice.

1. 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:

- a. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the District Court, subject to the approval of the health care provider, and;
- b. Shall provide the District Court Administrator 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.

C. Certification for Medical Leave.

1. 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:

- a. The date on which the serious health condition commenced;
- b. The probable duration of the condition;
- c. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
- d. When applicable, a statement that the 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;
- e. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
- f. 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;
- g. 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
- h. 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 assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

D. Intermittently or Reduced Leave Schedule.

1. 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 the 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.

E. Second Opinion.

1. 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.
 - a. 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 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 the Employer and the employee.
 - b. Subsequent Re-certification. The Employer may require that the eligible employee obtain subsequent re-certifications on a reasonable basis. Re-certifications shall follow the same requirements as outlined in Section 5.C. of this Article.

F. Accrued Leave Usage.

1. The Employer may require the employee to use a designated portion of 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.
2. While using accrued paid leave, the employee will continue to accrue benefits as set forth in the applicable sections of this contract.

G. Continuation of Benefits.

1. Seniority shall accumulate during an approved unpaid leave of absence under conditions 1 through 6 listed in Section 5.A. of this Article, up to sixty (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 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 5.A. of this Article, for up to twelve (12) weeks.

- H. 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 require 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 coverage 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.

- I. Reinstatement After Leave. When a leave of absence under conditions 1 through 6 listed in Section 5A 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 Employer.
- J. It is the intent of the Employer and Association that this Agreement fully complies with the requirements of the Family and Medical Leave Act of 1993 as amended.

Any disputes in interpretation shall be resolved by referral to the Federal 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 X BEREAVEMENT LEAVE

Section 1. Up to five (5) days leave may be used for funeral leave for a death of a spouse, parent, child, or current step-child upon proper notification to the department head as soon as reasonably possible.

Section 2. Up to three (3) days leave may be used as funeral leave for a death of a brother, sister, step-parent, grandparent, grandparent-in-law, grandchild, aunt, uncle, parent-in-

law, brother-in-law, sister-in-law, son-in-law or daughter-in-law upon proper notification to the District Court Administrator as soon as reasonably possible. An employee may use personal leave or vacation time to attend the funeral of anyone not covered above in lieu of losing pay.

Section 3. One (1) day leave to attend the funeral of a niece or nephew shall be permitted.

Section 4. Up to two (2) additional days from accumulated sick leave may be granted by the District Court Administrator for travel or other necessary use.

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

Section 6. This Article is for the purpose of providing for the 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.

ARTICLE XI HOLIDAYS

Section 1. All regular full-time and regular part-time employees hired prior to December 31, 2015 covered by this Agreement shall be paid for each day designated as a holiday by the Supreme Court of the State of Michigan proportionately to their regularly scheduled workday.

- A. In addition to the above, all bargaining unit employees shall be guaranteed two (2) days off work (holiday) at Christmas and two (2) days off work (holiday) at New Years and one (1) day off on Good Friday.

Section 2. When New Year's Day, Independence Day, Veterans' Day, or Christmas Day falls on a Saturday, the preceding Friday shall be a holiday. When New Year's Day, Independence Day, Veterans' Day or Christmas Day falls on a 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 regularly scheduled day before and their scheduled day after the holiday unless prevented by circumstances beyond the employee's control, or the employee received prior permission from the District Court Administrator. Part-time employees will also be eligible for holiday pay if the employee would have been scheduled to work on the particular holiday and the employee otherwise meets the requirements set forth in this section.

ARTICLE XII
VACATION

Section 1. Vacation.

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

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

Regular part-time employees hired prior to December 31, 2015 shall be entitled to paid vacations at one-half (1/2) of the above scheduled accrual.

- B. Employees may accumulate from year to year a maximum of one and one-half (1-1/2) times an employee's annual vacation leave. Five (5) vacation days shall be provided to new full-time employees at the time of their hire. Eight (8) additional days shall be provided after the new employee completes one (1) year of employment.
- C. Employees shall be credited annually with this leave at their anniversary date. At time of retirement or death, the leave will be credited on a pro-rata basis according to the number of pay periods completed during the year. The length of service of each employee shall be calculated according to the provisions of this section in order to achieve equity among all employees covered by this Agreement.
- D. To be eligible for length-of-service vacation days, an employee must have a minimum of five (5) years of service which is regular full-time or regular part-time (for employees hired before December 31, 2015) and continuous. Continuous service is defined as five (5) years or more of service without a break of employment.

Section 3. Authorization. An employee may utilize vacation only with the prior approval of the District Court Administrator. No employee shall be authorized to utilize consecutively more than thirty (30) working days of vacation at a time.

Section 4. No Advance Credit. Vacation days shall not be allowed in advance of being earned. If an employee has insufficient vacation day credits to cover a period of absence, a payroll deduction for lost time shall be made.

Section 5. Maximum Accumulation. No employee shall accumulate more than one and one-half (1-1/2) times his or her total vacation time. However, employees may utilize the ninety (90) calendar days immediately following their anniversary date of each year to use (take)

any vacation time that is in excess of their maximum permissible accumulation. Employees who fail to utilize the excess accumulation of vacation time will lose that time on the ninety-first (91st) calendar day following their anniversary date. However, employees who request vacation time during the ninety (90) days immediately following their anniversary date and are denied vacation time pursuant to Section 3 thereof, shall not lose that time.

Section 6. An employee who has completed the required period of probation, upon separation from the District Court, shall be paid at the person’s current rate of pay for unused credited vacation.

ARTICLE XIII
INSURANCE

Section 1. Life Insurance. The Employer shall pay the required premium to provide Twenty-five Thousand and no/100 Dollars (\$25,000.00) term life insurance to all full-time eligible (30 hours or more) employees. The policy also provides for accidental death and dismemberment benefits. The amounts of such life insurance protection, as well as other benefits and conditions, are specified in the policy contract.

Section 2. Health and Dental Insurance.

A. Coverage.

1. For all full-time eligible (30 hours or more) employees, the Employer agrees to continue its present or an equivalent hospitalization and a 50/50 co-pay dental plan insurance program with a carrier authorized to do business in the State of Michigan and shall pay the insurance premium cost for the employee, dependent or family coverage as otherwise provided under this contract. Coverage for eligible employees shall commence on the first day of the month after employment commences.
2. Effective January 1, 2019, the Employer will provide up to 3 health plans for employees to select. The Employer will pay 90% of the hard cap amount for premium costs as set annually by the State Treasurer’s Office and Employees will pay 10% of the premium costs.
3. Effective January 1, 2010, the following 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

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

B. Double Health Insurance Coverage.

1. If an employee's spouse is covered by health insurance for which the premiums are paid by the County of St. Joseph, they shall not be eligible for double health insurance coverage (includes dental) and shall not receive health insurance under this contract.
2. Employees who are covered by health insurance (includes dental) for which the premium is not paid by the County of St. Joseph shall have the option of receiving Four Thousand and no/100 Dollars (\$4,000.00), paid equally over each pay period.. That employee must sign an Employer-supplied waiver form. Such employee assumes all risks if he/she later desires to re-enroll in the Employer's insurance plan including no coverage for preexisting conditions and waiting period for open enrollment, etc.

Section 3. Sickness and Accident Insurance. Effective January 1, 2016, 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 14th day after sickness or accident and shall pay not less than 65% of the employee's wages, up to a maximum of Seven Hundred and no/100 Dollars (\$700.00) per week, for a maximum of ninety (90) days in duration.

Section 4. Long Term Disability Insurance. Full-time employees shall be covered by the County's long term disability insurance plan. Benefits shall commence on the 91st day of disability.

Section 5. The Employer shall continue to make available hospitalization coverage and life insurance during the time an employee is on a medical leave of absence, worker's compensation and layoff for up to one (1) year.

ARTICLE XIV
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%.

Effective January 1, 2013, all new hires eligible for inclusion in the pension plan will be included in the Hybrid plan with a defined benefit multiplier of 1%, FAC 3, six (6) year vesting period and a defined contribution (DC) from the Employer of 1%, six (6) year vesting period. The Employer's contribution shall be 4.5%.

ARTICLE XV SICK LEAVE

Section 1. Regular full-time employees are eligible for sick leave pay. Probationary employees may use sick and personal time after thirty (30) calendar days of employment.

Section 2. Accumulated Sick Leave.

- A. Regular full-time employees shall receive (80) hours of sick leave in January of each year. Employees shall have the option of carrying over sick time that will not exceed 240 hours or cashing out unused sick time for the following year at the rate of 50%. If permitted by MERS, employees may elect to have their unused sick time accumulations be invested into a MERS Health Care Savings Program at 50% of any hours in excess of 240 hours.
- B. Unused sick leave may be accumulated from year to year up to a maximum of 240 hours.

Section 3. Utilization. Sick leave may be used by an employee for any of the following reasons:

- A. In the event of illness, injury, temporary disability or exposure to a contagious disease endangering others.
- B. 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 or foster parents, parents-in-law, brothers, sisters and any persons for whose financial or physical care the employee is principally responsible.

- C. Each employee shall receive two (2) personal leave days on January 1 of each year. New employees hired after January shall receive a pro-rated amount of personal leave. Personal leave days shall not accumulate from year to year.
- D. Any other reason covered by the Michigan Paid Medical Leave Act, but only up to a total of five (5) days (forty (40) hours) per calendar year.

Section 4. No Advance Credit. Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave and vacation credits to cover a period of absence, a payroll deduction for lost time shall be made.

Section 5. The Employer may require medical proof of the necessity for sick leave. In the event the Employer requires medical proof of the necessity for sick leave, the involved employee shall be required to provide a statement from a medical doctor certifying the necessity for such absence.

Section 6. Only employees having completed six (6) consecutive years shall be paid at their current rate of pay for 1/2 of their unused sick leave accumulation upon retirement, death or termination for other than disciplinary reasons. In the case of death, payment will be made to the employees' estate.

Section 7. Certification of Fitness. The District Court Administrator may require an employee to present medical certification of physical fitness to continue working or return to work.

Section 8. Sick Leave for Part-Time Employees. Part-time employee who are scheduled to work at least 25 hours per week will be eligible to accrue sick leave at a rate of 1 hour of sick leave for every 35 hours worked and may accrue up to a maximum of 40 hours of sick leave in a calendar year. The sick leave may be used for any reason covered by the Michigan Paid Medical Leave Act. Up to 40 hours of unused sick leave may be carried over from year to year, but in no case may an employee accrue more than 40 hours of sick leave at any time. Unused leave may not be cashed out at the end of the year. Employees must follow the Employer's regular call-in procedures and provide any requested documentation when utilizing the leave. Employees will be allowed 3 days to provide documentation if requested.

ARTICLE XVI LAYOFF AND RECALL

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

Section 2. If a layoff or job reduction becomes necessary, the following procedure will be mandatory. The District Court, through the Chief District Court Judge or his/her designee, will decide in which department (civil, criminal, traffic, or probation) the layoff or reduction will occur. Within the impacted department probationary employees will be laid off first, provided the remaining employees have the then present ability to perform the remaining work. Layoffs or job reductions within the impacted department will occur by seniority, starting with the least senior employee. The employee who is laid off, or has his or her job eliminated, will be considered for

other open positions with the Court, but shall not be entitled to bump existing employees in other departments by virtue of seniority or otherwise.

Section 3. Prior to the elimination of a job or layoff of employee(s), the Employer shall notify the Association's designated representative of the anticipated action. Thereafter, the Association through its designated representative may demand in writing a conference with the Chief District Court Judge or his/her designee in order to propose alternative measures. However, the decision of the Chief District Court Judge or his/her designee shall be final and binding on the parties.

Section 4. In the event that it becomes necessary to layoff Association employees, the affected employees shall be given five (5) working days' notice of the anticipated layoff.

Section 5. When the working force is increased after a layoff, employees shall be recalled according to their seniority provided they have the ability to perform the work.

Section 6. If an employee fails to report to work within five (5) working days of actual notice of recall or within ten (10) working days of notice by regular mail, he/she shall be considered to have terminated his/her employment.

ARTICLE XVII GENERAL PROVISIONS

Section 1. Nothing contained in this Agreement shall preclude supervisory employees from performing that work which is normally performed by the bargaining unit employees, provided it does not prohibit laid off employees from returning to work.

Section 2. The District Court, being a nonprofit governmental operation, may be used as work and training programs for county, state or federal agencies, and also for use of other employment funding programs available either through federal or state agencies.

Section 3. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the District Court and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 4. Employees who are required by the Employer to use their own automobile in the course of the District Court's business, shall be reimbursed by mileage at the then prevalent mileage rate paid by the County of St. Joseph to its employees.

Section 5. Payroll Changes. An employee's biweekly pay will be adjusted in accordance with the actions noted on the approved Attendance and Leave Reports.

Section 6. Notification of Leave Balance. The District Court Administrator will notify employees of their vacation and sick leave balance quarterly.

Section 7. Attendance and Leave Report.

- A. Preparation. At the end of each biweekly work period, the District Court Administrator shall approve a completed Attendance and Leave Report covering each employee.
- B. Leave Records. An Employee Leave Record shall be maintained for each employee based on their usage as indicated by the Attendance and Leave Reports.

Section 8. In the case of death, any accumulated benefit payments will be made to the employees' estate.

Section 9. 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 code of ethics where appropriate.

ARTICLE XVIII

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 XIX

ADDITIONS, AMENDMENTS, MODIFICATIONS AND TERMINATION

Section 1. Amendments to this Agreement may be made by mutual written consent of all parties only.

Section 2. This Agreement shall continue in full force and effect until 12:00 p.m. on December 31, 2027. The wages and benefits provided by the Employer hereunder shall continue in full force and effect until a new agreement is approved by both parties.

Section 3. If either party desires to terminate this Agreement, it shall give written notice of termination within sixty (60) days prior to the termination date. If either party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination by either party, on sixty (60) days' written notice prior to the current year's termination date.

Section 4. If either party desires to modify or change this Agreement, it shall give written notice of amendment within sixty (60) days prior to the termination date or any subsequent termination date, in which event the notice of amendment shall set forth the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 5. The parties to this Agreement acknowledge that substantial parity should exist between the provisions of this Agreement and agreements which affect employees of the St. Joseph County and the employees of the Circuit and Probate Courts of St. Joseph County. Therefore, if during the life of this Agreement, substantial differences arise between the provisions to this Agreement and those of the aforementioned agreements, either party hereto may, upon five (5) working days' notice in writing to the other party, reopen negotiations concerning all areas which may be affected by those differences.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the 1st day of January, 2025.

ST. JOSEPH COUNTY
DISTRICT COURT:

ST. JOSEPH COUNTY DISTRICT
COURT EMPLOYEES' ASSOCIATION:

Honorable Robert K. Pattison, Chief Judge

Guadalupe Seymour

Date

Date

Honorable Robert K. Pattison, Presiding District
Court Judge

Priscilla Walton

Date

Date

ST. JOSEPH COUNTY
BOARD OF COMMISSIONERS:

Jared Hoffmaster, Chairman

Date

APPENDIX A

WAGES

**Rates Effective 1/1/2025 – 12/31/2025
(5% Increase)**

Wage Scale - Effective January 1, 2025

<u>Grade</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>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
A	13.76	14.16	14.58	14.99	15.40	15.82	16.23	16.64	17.05	17.47	17.88
B	14.88	15.32	15.76	16.21	16.66	17.10	17.56	18.00	18.44	18.89	19.33
1	16.07	16.55	17.04	17.51	18.01	18.49	18.95	19.46	19.92	20.41	20.91
2	17.68	18.21	18.74	19.25	19.81	20.32	20.85	21.39	21.92	22.46	22.97
3	18.56	19.11	19.68	20.23	20.79	21.36	21.91	22.47	23.02	23.58	24.12
4	19.95	20.55	21.17	21.76	22.35	22.95	23.55	24.13	24.73	25.35	25.95
4	41,496	42,744	44,034	45,261	46,488	47,736	48,984	50,190	51,438	52,728	53,976
5	21.46	22.09	22.73	23.37	24.02	24.66	25.31	25.96	26.61	27.24	27.88
5	44,637	45,947	47,278	48,610	49,962	51,293	52,645	53,997	55,349	56,659	57,990
6	22.52	23.19	23.88	24.53	25.23	25.86	26.59	27.25	27.92	28.58	29.30
6	46,842	48,235	49,670	51,022	52,478	53,789	55,307	56,680	58,074	59,446	60,944
7	24.55	25.32	26.10	26.73	27.46	28.29	29.00	29.76	30.45	31.16	31.96
7	51,064	52,666	54,288	55,598	57,117	58,843	60,320	61,901	63,336	64,813	66,477
8	25.81	26.60	27.36	28.17	28.92	29.66	30.50	31.25	32.00	32.78	33.56
8	53,685	55,328	56,909	58,594	60,154	61,693	63,440	65,000	66,560	68,182	69,805
9	57,721	59,453	61,185	62,917	64,648	66,380	68,112	69,844	71,574	73,306	75,038
10	62,051	63,912	65,774	67,635	69,497	71,359	73,220	75,082	76,943	78,805	80,666
11	66,704	68,706	70,707	72,708	74,709	76,711	78,712	80,712	82,714	84,715	86,716
12	71,708	73,858	76,010	78,161	80,313	82,464	84,614	86,766	88,917	91,069	93,220
13	78,878	81,245	83,611	85,978	88,343	90,710	93,076	95,443	97,809	100,176	102,541
14	86,766	89,369	91,972	94,576	97,179	99,780	102,383	104,987	107,590	110,193	112,796

*2024 Rates x 1.05%

**Rates Effective 1/1/2026 – 12/31/2026
(3% Increase)**

Wage Scale - Effective January 1, 2026

<u>Grade</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>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
A	14.17	14.58	15.02	15.44	15.86	16.29	16.72	17.14	17.56	17.99	18.42
B	15.33	15.78	16.23	16.70	17.16	17.61	18.09	18.54	18.99	19.46	19.91
1	16.55	17.05	17.55	18.04	18.55	19.04	19.52	20.04	20.52	21.02	21.54
2	18.21	18.76	19.30	19.83	20.40	20.93	21.48	22.03	22.58	23.13	23.66
3	19.12	19.68	20.27	20.84	21.41	22.00	22.57	23.14	23.71	24.29	24.84
4	20.55	21.17	21.81	22.41	23.02	23.64	24.26	24.85	25.47	26.11	26.73
4	42,744	44,034	45,365	46,613	47,882	49,171	50,461	51,688	52,978	54,309	55,598
5	22.10	22.75	23.41	24.07	24.74	25.40	26.07	26.74	27.41	28.06	28.72
5	45,968	47,320	48,693	50,066	51,459	52,832	54,226	55,619	57,013	58,365	59,738
6	23.20	23.89	24.60	25.27	25.99	26.64	27.39	28.07	28.76	29.44	30.18
6	48,256	49,691	51,168	52,562	54,059	55,411	56,971	58,386	59,821	61,235	62,774
7	25.29	26.08	26.88	27.53	28.28	29.14	29.87	30.65	31.36	32.09	32.92
7	52,603	54,246	55,910	57,262	58,822	60,611	62,130	63,752	65,229	66,747	68,474
8	26.58	27.40	28.18	29.02	29.79	30.55	31.42	32.19	32.96	33.76	34.57
8	55,286	56,992	58,614	60,362	61,963	63,544	65,354	66,955	68,557	70,221	71,906
9	59,453	61,237	63,021	64,805	66,587	68,371	70,155	71,939	73,721	75,505	77,289
10	63,913	65,829	67,747	69,664	71,582	73,500	75,417	77,334	79,251	81,169	83,086
11	68,705	70,767	72,828	74,889	76,950	79,012	81,073	83,133	85,195	87,256	89,317
12	73,859	76,074	78,290	80,506	82,722	84,938	87,152	89,369	91,585	93,801	96,017
13	81,244	83,682	86,119	88,557	90,993	93,431	95,868	98,306	100,743	103,181	105,617
14	89,369	92,050	94,731	97,413	100,094	102,773	105,454	108,137	110,818	113,499	116,180

*2025 Rates x 1.03%

APPENDIX A-2 (continued)

WAGES

**Rates Effective 1/1/2027 – 12/31/2027
(3% Increase)**

Wage Scale - Effective January 1, 2027

<u>Grade</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>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
A	14.60	15.02	15.47	15.90	16.34	16.78	17.22	17.65	18.09	18.53	18.97
B	15.79	16.25	16.72	17.20	17.67	18.14	18.63	19.10	19.56	20.04	20.51
1	17.05	17.56	18.08	18.58	19.11	19.61	20.11	20.64	21.14	21.65	22.19
2	18.76	19.32	19.88	20.42	21.01	21.56	22.12	22.69	23.26	23.82	24.37
3	19.69	20.27	20.88	21.47	22.05	22.66	23.25	23.83	24.42	25.02	25.59
4	21.17	21.81	22.46	23.08	23.71	24.35	24.99	25.60	26.23	26.89	27.53
4	44,034	45,365	46,717	48,006	49,317	50,648	51,979	53,248	54,558	55,931	57,262
5	22.76	23.43	24.11	24.79	25.48	26.16	26.85	27.54	28.23	28.90	29.58
5	47,341	48,734	50,149	51,563	52,998	54,413	55,848	57,283	58,718	60,112	61,526
6	23.90	24.61	25.34	26.03	26.77	27.44	28.21	28.91	29.62	30.32	31.09
6	49,712	51,189	52,707	54,142	55,682	57,075	58,677	60,133	61,610	63,066	64,667
7	26.05	26.86	27.69	28.36	29.13	30.01	30.77	31.57	32.30	33.05	33.91
7	54,184	55,869	57,595	58,989	60,590	62,421	64,002	65,666	67,184	68,744	70,533
8	27.38	28.22	29.03	29.89	30.68	31.47	32.36	33.16	33.95	34.77	35.61
8	56,950	58,698	60,382	62,171	63,814	65,458	67,309	68,973	70,616	72,322	74,069
9	61,237	63,074	64,912	66,749	68,585	70,422	72,260	74,097	75,933	77,770	79,608
10	65,830	67,804	69,779	71,754	73,729	75,705	77,680	79,654	81,629	83,604	85,579
11	70,766	72,890	75,013	77,136	79,259	81,382	83,505	85,627	87,751	89,874	91,997
12	76,075	78,356	80,639	82,921	85,204	87,486	89,767	92,050	94,333	96,615	98,898
13	83,681	86,192	88,703	91,214	93,723	96,234	98,744	101,255	103,765	106,276	108,786
14	92,050	94,812	97,573	100,335	103,097	105,856	108,618	111,381	114,143	116,904	119,665

*2026 Rates x 1.03%

AGREEMENT

BETWEEN

ST. JOSEPH COUNTY BOARD OF COMMISSIONERS

and

SHERIFF OF ST. JOSEPH COUNTY

and

MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL

Corrections Division

Effective January 1, 2025 through December 31, 2027

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AGREEMENT

THIS AGREEMENT entered into effective the 1st day of January, 2025, by and between the ST. JOSEPH COUNTY BOARD OF COMMISSIONERS and the SHERIFF OF ST. JOSEPH COUNTY, CHAD SPENCE, hereinafter referred to as the "Employer" and MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL, hereinafter referred to as the "Union."

WITNESSETH:

PURPOSE

The purpose of this Agreement includes the promotion of harmonious relations between the Employer, its employees, and the Union, the establishment of equitable and peaceful procedures for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

The parties subscribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation as required by law.

The Employer and the Union agree to implement to fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I RECOGNITION

1.1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the parties hereto have engaged in collective bargaining with respect to the wages, hours of work, and other conditions of employment for the employees occupying, or who may during the life of this Agreement occupy, the job classifications that follow: All full time and regularly scheduled part-time (more than 24 hours/week) Correction Officers. The following job classifications are excluded from this Agreement: Sheriff, Undersheriff, Captains, Lieutenants, Marine Patrol employees, Posse members, Reserves, Dive Rescue employees, Deputies, Detectives, Sergeants, Corporals, Temporary, Casuals and all other employees employed by the St. Joseph County Sheriff's Department.

1.2. The Employer agrees that during the life of this Agreement, it will not recognize any organization other than the Union as the collective bargaining agent for the employees occupying, or who may during the life of this Agreement occupy, any of the job classifications outlined in Section 1.1.

**ARTICLE II
UNION SECURITY**

2.1. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters.

2.2. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit not only for members in the Union.

The Employer agrees to deduct dues from the salary of each individual employee in the bargaining unit who voluntarily becomes a member or who voluntarily authorizes the payment of representation fees, subject to all of the following conditions:

- (A) The Union shall obtain from those employees who voluntarily agree to become members **or voluntarily agree to remit representation fees** a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject. The Union shall furnish the forms. The form(s) must be acceptable to the Employer.
- (B) Check-off authorization forms shall be filed with the Employer's Director of Human Resources. The total amount due shall be deducted and forwarded to the Union at the address of:

**Fraternal Order of Police Labor Council
PO Box 71527
Madison Heights, Michigan 48071-0527**

It is the responsibility of the Labor Council to promptly notify the Director of Human Resources of any change in address for forwarding payments. The parties, by mutual agreement through a letter of understanding, may also agree to electronic transfer of dues payments, if such a method is available.

- (C) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Human Resources Director within two calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- (D) The Union shall provide at least 30 days written notice to the Human Resources Director of the amount of Union dues and 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 Human Resources Director at least 30 days prior to its implementation.

- (E) 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. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.
- (F) During the term of this Agreement it is the express intent of the Employers and the Union to follow the law as currently defined by the United States Supreme Court decision of *Janus v. AFSCME*, 138 S. Ct. 2448 (June 27, 2018), as well as 2012 PA 349, at MCL 423.209 and MCL 423.210.

2.3. 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, representation fees and/or initiation fee, 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.

ARTICLE III MANAGEMENT RIGHTS

The Employer 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 Sheriff's Department, 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 their qualifications, and the requirements for their continued employment, or their termination, 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 the qualifications of employees, including physical and/or psychological qualifications; to determine functions, authority, amount of supervision and table of organization; to determine the policy affected selection, testing, recruitment, training or hiring of employees; to determine or modify the responsibilities invested within a position; and to transfer or reduce personnel and to subcontract as authorized hereunder. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, reasonable rules, reasonable 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, and then only to the extent such specific and express terms hereof are in conformity with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. 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 Sheriff. In general, all rights except such as specifically abridged or relinquished herein are reserved to the Employer. The Union may grieve a new rule or new regulation as to whether or not it has been reasonably enforced.

ARTICLE IV EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization or any individual employees during the life of this Agreement with respect to the employees covered by this Agreement relative to a subject matter which is a proper subject for collective bargaining unless reduced to a written Letter of Understanding signed by the Union, Sheriff and County Board of Commissioners.

ARTICLE V SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered in this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the bargaining unit will be subcontracted in whole or in part to any non-department employees if it would cause a layoff of any of the present employees of the bargaining unit at the date of this Contract.

ARTICLE VI STEWARDS AND ALTERNATE STEWARDS

6.1. Members of the Union shall select a Steward who is a regular employee to represent them. Members of the Union may also select an alternate Steward who is a regular employee to represent them in the absence of the Steward.

6.2. The Steward, or the alternate in the Steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may present grievances to the Employer, provided the Steward obtains approval from his/her Supervisor prior to presentation of any grievance. The Sheriff may require the Steward to present grievances during non-working hours if the work force cannot properly be maintained.

The privilege of the Steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper presentation of grievances and will not be abused. The Steward and alternate Steward may be required to record time spent. All such Stewards will perform their regular assigned work at all times except when necessary to leave their work to present

grievances as provided herein. The bargaining unit shall notify the Employer of the names of all the Stewards and alternates.

6.3. The Employer agrees to recognize a negotiating committee of not more than three (3) employees in the bargaining unit, one of whom shall be the steward, plus a non-bargaining unit representative of the Union's choosing. No negotiating member shall function as such until the Employer has been so advised as provided in section 6.4.

All meetings between the Employer and the negotiating committee shall be at times mutually agreeable to the parties. When any meetings occur during a negotiating committee member's scheduled work time the Employer shall not pay more than two (2) negotiating committee members per session for his/her actual time lost.

6.4. The Union will furnish the Employer with the names of authorized representatives and members of its committee who are employed with the bargaining unit and such changes that may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representative of the Union with which it may be dealing.

ARTICLE VII DISCIPLINE AND DISCHARGE

7.1. The Employer shall not discharge or suspend any non-probationary employee without just cause. The Employer and the Union mutually agree in the concept of progressive discipline in respect to discharge and suspension where appropriate. Disciplinary warning notices shall not be used in subsequent disciplinary actions after eighteen (18) months from the date of said warning notice. Discharge must be by proper written notice to the employee and the Union and the Employer shall cite specific charges against the employee.

7.2. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his Steward or FOPLC Representative if readily available and the Employer will make available an area where he may do so before he is required to leave the property of the Employer, unless circumstances warrant the immediate removal of the employee from Employer premises. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the Steward or FOPLC Representative.

7.3. Should the discharged or suspended employee and the Union consider the discharge or suspension to be improper, a grievance may be presented in writing on a form provided by the Michigan Fraternal Order of Police Labor Council through the Steward or FOPLC Representative to the Sheriff within three (3) regularly scheduled working days of the discharge or suspension pursuant to Step 2 of the grievance procedure.

ARTICLE VIII GRIEVANCE PROCEDURE

8.1. A grievance shall be defined as any dispute regarding the interpretation, application or alleged violation of the terms and provisions of this Agreement.

8.2. All grievances, disputes or complaints arising under and during the life of this Agreement shall be settled in accordance with the procedure herein provided.

Step 1: The Steward or FOPLC Representative and/or the employee may discuss the grievance with the Undersheriff, and in his absence the Jail Administrator. If the grievance is not resolved in this manner, it shall be reduced to writing by the Union within five (5) working days after the employee becomes aware or should have known of the occurrence of the event upon which the grievance is based and (1) state the facts giving rise to this grievance; (2) shall identify all of the provisions of this Agreement alleged to be violated by appropriate reference; (3) shall state the contention of the Union with respect to those provisions; (4) shall state the total relief requested; and (5) shall be signed by the grievant and the Steward. The supervisor shall answer said grievance within five (5) working days after receipt of same. Any grievance not complying with the above shall not be valid.

Step 2. If the grievance is not settled in Step 1, the Union may, within five (5) days after the supervisor's answer, request a meeting between Union representatives and the Sheriff and/or his representative to review the matter. Such meetings will be held within ten (10) working days after the date of written request and the Employer will render its decision within seven (7) working days thereafter.

Step 3. In the event the Union wishes to carry the matter further, it shall, within fifteen (15) calendar days from the date of the Employer's answer to Step 2 request to meet with the County Administrator or his/her designee for the purpose of attempting to resolve the dispute. The Administrator or his/her designee shall answer said grievance within five (5) working days after the meeting. If the dispute remains unsettled, and the Union wishes to carry the matter further, the Union shall file a Demand for Arbitration with the Federal Mediation and Conciliation Service within thirty (30) calendar days, after the Employer's Step 3 response.

8.3. Each grievance submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its voluntary rules and regulations then pertaining, within the time specified above and such rules shall govern the arbitration.

The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the arbitrator and that the cost of any

arbitration proceeding under this provision shall be borne equally between the parties but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the party incurring them.

8.4. For purposes of this Agreement, "working day" shall be defined as Monday through Friday; Saturdays, Sundays and holidays shall not be considered working days. Time limits of the grievance procedure may be extended in writing by mutual agreement of the Employer and the Union.

8.5. If at any step of the grievance procedure the employee is given a response by the Employer and fails to take the grievance to the next step, the grievance shall be deemed settled by the Employer's last answer.

If a grievance which has not been settled at any step of the grievance procedure is not appealed by the Union to the next succeeding step within the time limit provided for such appeal, or extension in writing, such grievance shall be considered as having been withdrawn by the Union. If a grievance is not answered by the Employer within the time limits specified for such answer at any step of the grievance procedure, such grievance shall automatically be advanced to the next step.

8.6. Grievances involving discharge or discipline shall be processed from Step 2 of the grievance procedure.

8.7. 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. 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. In the event that an Unfair Labor Practice (ULP) is filed by the Union and MERC determines it does not have jurisdiction and remands the matter back for arbitration, the above prohibition shall not apply.

ARTICLE IX SPECIAL CONFERENCES

9.1. Special conferences for important matters, not grievances or continuing negotiations, may be arranged between the Union and the Employer or its designated representative upon the request of either party.

9.2. Such meetings shall be between not more than two (2) representatives of the Employer and not more than two (2) representatives of the 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 included in the agenda. Conferences may be held between the hours of 9:00 a.m. and 4:00 p.m. and limited to one (1) hour duration. The members of the Union shall not lose pay for time lost in such special conferences, if normally scheduled to work. There shall not be more than one special conference per month.

9.3. Special conferences if agreed to shall be scheduled within ten (10) calendar days after the request is made unless otherwise agreed.

ARTICLE X SENIORITY

10.1.

- (A) Seniority is defined as continuous length of service with the Sheriff Department from the date of hire.
- (B) Classification seniority shall be the length of service in a specific classification covered by this Agreement.
- (C) All full time employees shall be considered probationary employees until the employee has completed twelve (12) 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.
- (D) Part-time employees shall be considered probationary employees until the employee has completed 2,080 hours of work, subject to the provisions in Section C above.

10.2. Seniority shall not be affected by the race, color, creed, age, sex, or marital status of the employee.

10.3. An employee shall lose his seniority and employment for the following reasons only:

- (A) He quits, retires or receives a pension in accordance with the provisions of the pension program offered for the St. Joseph County Sheriff's Department.
- (B) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

- (C) He is absent for two (2) consecutive working days without properly notifying the Employer. After such unreported absence, the Employer will send written notification to the employee by certified mail or hand delivered notification to the employee at his last known address that because of his unreported absence, he is considered to have resigned (voluntary quit) and is no longer in the employ of St. Joseph County. In proper cases, exceptions shall be made upon the employee producing proof of his inability to give such notice due to circumstances beyond his control.
- (D) If he does not notify the Employer, within three (3) days after certified written notification is received by the employee, or the return is received by the Employer, or hand delivered notification to the employee is made, to return to work after layoff, as to the date when he will return, which must be within seven (7) calendar days after the delivery of such notice to his last known address on file with the employer. Exceptions may be made by the Sheriff upon the employee producing proof of his inability to return as required.
- (E) Return from sick leave and leaves of absence will be treated the same as in (C) above.
- (F) If he is laid off during the term of this Agreement for a continuous period equivalent to his seniority, or two (2) years, whichever is less.
- (G) Employees who are promoted to a position outside of the bargaining unit shall continue to accumulate seniority for a period of six (6) months. After six (6) months, any and all seniority accumulated will be frozen for purposes of this bargaining unit.
- (H) He/she is convicted or pleads guilty or no contest to a felony. Nothing shall preclude the Sheriff from taking appropriate disciplinary action for conviction, pleading guilty or no contest to a misdemeanor.
- (I) He/she intentionally falsifies his/her employment record.

10.4. An employee may request to voluntarily return to the bargaining unit in line with his seniority for the first six (6) months after accepting assignment to a supervisory position within the Sheriff's Department. Thereafter, such a request may be granted only if there is a currently available bargaining unit position.

10.5. Employees assigned as road deputies may, at the Sheriff's discretion, be assigned to work in the Jail for up to six (6) months in a twenty-four (24) month period. Such assignment shall not result in the bumping of any non-probationary corrections officers from his/her shift. No road officer shall accumulate any seniority in corrections for purposes of shift selection or vacation preference while working in the Jail. Road patrol officers assigned to the Jail shall be permitted to select their shift. This shall not prevent temporary assignments by the Sheriff when department needs require.

ARTICLE XI LAYOFF AND RECALL

11.1. Layoffs shall be determined by the Board of Commissioners. When there is such a reduction in the work force, the following procedure shall be followed: Temporary, part-time and then probationary employees in the classification affected by the layoff (see Recognition Section 1.1 for classifications) shall be laid off first, and then employees with the least seniority in the affected classification, which shall be seniority classification, shall be laid off, provided the employees with seniority retained have the present ability, skills, and qualifications to perform the available work.

11.2. Employees to be laid off will have at least ten (10) calendar days' notice of layoff. The Steward shall be sent a list from the Employer of the employees being laid off on the same date the notices are issued to the employee.

- (A) When the work force is to be increased after a layoff, employees shall be recalled according to seniority within classification (including those who exercised their bumping privilege under 11.1[B]) in reverse order of layoff, provided the employees recalled have the present ability, skills, and qualifications to perform the available work.
- (B) Notice of recall will be by certified mail to the employee's address on file with the Employer, or hand delivered to the employee.

ARTICLE XII WAGES

12.1. The job classifications and the wage ranges therefor, are set forth in Appendix A attached hereto and by reference made a part hereof. The wages for each classification shall be increased by \$1.00 per hour plus 5% on January 1, 2025; by 3% on January 1, 2026 and; by 3% on January 1, 2027.

12.2. When no Captain, Lieutenant or Sergeant is on-duty, the Employer will pay an additional \$1.00 per hour to the assigned Officer in Charge (OIC). The OIC will be assigned by the Sheriff or his designee.

ARTICLE XIII HOURS OF WORK AND PREMIUM PAY

13.1. The normal work period consists of one hundred sixty (160) hours within twenty-eight (28) days. The normal work day consists of twelve (12) or eight (8) hours, inclusive of a paid meal period. The Sheriff retains the right to utilize up to five (5) eight hour shift positions while utilizing twelve (12) hour shifts. If the Sheriff exercises his right to implement both twelve (12) and eight (8) hour shifts, employees shall have the right to select from available eight (8) or twelve (12) hour shifts, pursuant to Section 14.1 of the Collective Bargaining Agreement. Employees are allowed two (2) fifteen minute breaks per day which are to be taken to allow for the continuous operation of the

Department. However, breaks not taken shall not accumulate and cannot be used to shorten the employee's work shift. The hours of work shall be determined by the Sheriff. The schedule for Corrections shall be operated on a fourteen (14) day repeatable schedule that will repeat over the course of a sixteen week schedule period. The Sheriff retains the right to return to eight (8) hour shifts upon fourteen (14) calendar days' written notice to the Union.

Time and one-half (1 1/2) will be granted for those working eight (8) hour shift under any of the following conditions:

- (A) Daily – All work performed in excess of eight (8) hours in any twenty-four (24) hour period, excepting overtime created due to shift selection by an employee. Example: No overtime for changes in midnight shift if the employee works sixteen (16) straight hours.
- (B) Periodically – All work performed in excess of one hundred sixty (160) hours in any twenty-eight (28) day pay period.
- (C) No compensatory time may be accumulated and all overtime shall be paid as provided in (A) and (B) above.

Overtime for twelve (12) hour shifts shall be paid at the rate of time and one-half (1 1/2) the employee's regular hourly base rate of pay for work performed in excess of twelve (12) regular shift hours in any twenty-four (24) hour period and in excess of eighty (80) hours in any scheduled bi-weekly pay period. There shall be no compounding of premium pay as a result of this scheduling change.

13.2. Employees of the bargaining unit who may be subpoenaed to appear in any court or administrative hearings on criminal matters directly related to their employment on behalf of the Employer on days off or other authorized off-duty time will be paid time and one-half (1 1/2) at the minimum of two (2) hours for their set appearance in lieu of any witness fees.

13.3. Employees of the bargaining unit will be paid a minimum of two (2) hours when called in to work and may be required by the Sheriff, or his designee to work all of such time. However, employees will be paid for actual number of hours worked when work is contiguous to their scheduled shift.

13.4. Work schedules shall be prepared and posted for a period of thirty (30) days prior to effective date. Work schedules may be changed when the staffing needs of the Department so require. Employees may be allowed to change shifts and leave days with prior approval of the Sheriff as long as it does not result in overtime.

13.5. No shift premiums shall be paid to employees who work twelve (12) hour schedules. Employees who do not work twelve (12) hour schedules and work between 2:00 p.m. and midnight shall receive an additional twenty cents (\$.20) per hour.

Employees who work between midnight and 8:00 a.m. shall receive an additional ten cents (\$.10) per hour.

13.6. Trade Days. Corrections may trade three (3) work days within their classification in the contract for four (4) month schedules. Trading work days shall not be permitted if it will result in overtime. Written permission must be first obtained from the Sheriff or his designee; such permission shall not be unreasonably denied.

ARTICLE XIV PERIODIC SHIFT PREFERENCE

14.1. Upon completion of one (1) year with the St. Joseph County Sheriff's Department, employees shall be eligible for periodic shift preference. Shift preferences shall be exercised once every six (6) months. Seniority in the classification of Correction Officers shall be the primary basis in the shift assignments in this bargaining unit. Subject to the foregoing, the Sheriff will consider such requests that are presented in writing and shall grant such requests in accordance with classification seniority.

- (A) The Sheriff may change an employee's shift if just and reasonable cause can be shown. The employee shall be advised in writing fourteen (14) days in advance as to reasons for change, unless the Sheriff determines that the need for the reassignment is urgent in which case the Sheriff retains the discretion to reassign the employee without notice. Changes from preference shifts shall not be arbitrary or capricious.
- (B) If and when the Sheriff exercises a change under (A), the least senior employee on the affected shift shall be displaced unless mutually agreed by the Sheriff and affected employees.

14.2. Special shifts consideration may be given those employees who are enrolled in advanced educational classes. Upon completion of the semester, term, or other established educational time period, the shift of such employee given special educational consideration may be changed by the Employer provided that thirty (30) day notice of change in shift is given the employee.

14.3. Shift changes made in accordance with this Article shall be made within fifteen (15) days after the close of the bidding.

14.4. Notwithstanding any contrary provision in this contract, no employee shall be eligible for overtime as a result of a shift change.

14.5. Corrections Deputies assigned to Court Security duties shall be paid at the Corrections rate. The Sheriff shall have the right to assign any Corrections Deputy, in his discretion, to work the Court Security assignments without regard to seniority or any other consideration. Such assignments shall not affect the Corrections Deputy's present classification or seniority.

**ARTICLE XV
PROMOTIONS**

15.1. The Employer will consider promotions within the bargaining unit of its employees who possess the qualifications for the job under consideration pursuant to the following criteria:

- (A) Eligible employees must have two (2) years of continuous service in the proposed promotional classification covered by the labor contract.
- (B) Employees must have the present ability, skills, and qualifications to perform the work in question.
- (C) Promotion shall be on a competitive basis.
- (D) Seniority, attendance, job evaluation and work performance are also to be considered for promotion.

15.2. All full time promotional vacancies within the bargaining unit shall be filled by competitive examination using the following criteria:

<u>Written Examination</u> 34%	<u>Oral Examination</u> 33%	<u>Seniority, Attendance and Job Evaluation</u> 33%
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15.3. Promotional vacancies will be posted for a period of ten (10) calendar days in a conspicuous place in the work areas of the unit.

15.4. The Employer will not be obligated to consider a request for promotion from an employee unless he submits his request during the posted period.

15.5. In the event that an employee is promoted, the employee shall receive the rate of the new occupational level at the next wage step which will grant him an increase in wage rate.

15.6. The Sheriff shall establish a five (5) member panel to evaluate employees through an oral examination. Each individual employee may delete two (2) members of said panel. The employee will then be examined by the remaining three (3) members of the panel.

15.7. The written test given employees trying for promotions shall be uniform and applicants writing such examinations shall be given the results thereof. The employee tested may review his examination after receipt of the results of said examination.

15.8. The Sheriff shall have the discretion to select from among the top three (3) candidates with the highest scores on a one (1) year promotion list. Promoted employees shall serve a six (6) month probationary period in their new classification. The Employer's

decision to return the employee to his/her former work during the period will not be subject to arbitration, however, the reason for such action must be provided to the employee in writing.

ARTICLE XVI VACATIONS

16.1. Full time employees in the bargaining unit shall be eligible for vacation with pay, and shall accrue and earn this vacation on a monthly pro rata basis in accordance with the following schedule:

40 hours upon hire
104 hours after 1 year
120 hours after 5 years
136 hours after 9 years
160 hours after 14 years
200 hours after 20 years
240 hours after 25 years

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

16.2. Vacation leave must be utilized by the employee during the 12 month period from anniversary date to anniversary date. Employees may carry over a maximum of five (5) vacation days for use in emergency situations; such use to be approved by the Sheriff.

16.3. Upon termination of employment due to resignation, retirement or dismissal, an employee shall be compensated in wages for all unused vacation leave on a pro-rata basis.

16.4. Vacation pay will be paid at the employee's current rate of pay. Current rate of pay shall include any increase in rate of pay schedule by reason of length of service, or any percentage increase which the employee is entitled to by reason of this Agreement.

16.5. Overall seniority in the Corrections Division shall govern the choice of vacation periods made concurrently with the shift selection every four (4) months each calendar year. Requests for vacation leave must be made in writing at least fifteen (15) days prior to the posting of a schedule. Requests submitted after this period shall be processed on first come, first serve basis. All vacation requests are subject to the reasonable scheduling requirements of the St. Joseph County Sheriff Department.

ARTICLE XVII HOLIDAYS

17.1. The following days shall be observed as paid holidays for full time employees:

1. New Year's Day - January 1
2. Martin Luther King Day – 3rd Monday in January
3. Presidents Day - Third Monday in February
4. Memorial Day - Last Monday in May
5. Independence Day - July 4
6. Labor Day - First Monday in September
7. Veterans Day - November 11
8. Thanksgiving - Fourth Thursday in November
9. Friday after Thanksgiving
10. December 24
11. Christmas Day - December 25
12. December 31

17.2. Employees covered by this Agreement working eight (8) hour shifts shall receive time and one-half (1-1/2) their regular hourly base rate for all hours worked in addition to eight (8) hours pay for the holidays listed in Section 17.1. (Example: 8 hours worked on a holiday would be paid as 8 hours x 1.5 = 12 hours plus 8 hours = a total of 20 hours paid at regular hourly base rate.)

Employees working twelve (12) hour shifts shall receive twelve (12) hours of pay at 1-1/2 times their regular hourly base rate, plus their regular hourly base rate for all hours worked. (Example: 12 hours worked on a holiday would be paid as 12 hours x 1.5 = 18 hours plus 12 hours = a total of 30 hours paid at regular hourly base rate.)

Employees shall be paid the holiday extra pay if their shift commences on the date of the actual holiday. (Examples: Employees that start their 12 hour shift at 6 p.m. on July 3rd would receive no holiday extra pay for that shift. Employees that start their shift at 6 p.m. on July 4th and work until 6 a.m. on July 5th would receive the holiday extra pay of 12 hrs at 1-1/2 times their regular hourly base rate plus their regular hourly base rate for 12 hours worked = 30 hours paid at regular hourly base rate.)

17.3. An employee not working on a holiday specified above shall be paid for eight (8) hours at his/her current straight time rate of pay (regardless if they are on a 8 hr or 12 hr shift schedule) provided that the employee has worked the employee's scheduled day before and after the holiday or be on an authorized leave with pay (approved in writing by the Sheriff or his designee). In the event the employee fails to work as specified or is not on an authorized leave, he/she shall not be paid holiday pay.

17.4. Employees must work their scheduled day before and scheduled day after a holiday or be on authorized leave with pay in order to be paid for the holiday. Authorized leave shall mean approved in writing by the Sheriff or his designee.

17.5. If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be paid for the unworked holiday.

**ARTICLE XVIII
LEAVE OF ABSENCE**

18.1. Employees are eligible for unpaid leaves of absence after one (1) year of service with the Employer. Leaves of absence are for employees who, in addition to their regular sick and vacation time, require time off from their employment.

18.2. Any request for a leave of absence shall be submitted in writing by the employee to the Sheriff. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

18.3. Authorization or denial for a leave of absence request shall be furnished to the employee by the Sheriff in writing and that decision shall be final and binding.

18.4. An employee on an approved leave of absence will retain his or her seniority. However, the seniority of an employee will not accumulate while the employee is on an approved leave of absence beyond three (3) months. Further, no fringe benefits such as, but not limited to, vacation, sick leave, holiday pay, and health insurances shall continue or accrue during any such leave.

18.5. Further extension beyond the return date designated may be granted by the Sheriff upon written request of the employee, and the decision of the Sheriff shall be final and binding.

18.6. Commencing with each calendar year, one (1) representative of the Union shall be allowed up to five (5) scheduled days without pay to be utilized as leaves of absence to allow that representative to attend educational classes or conventions conducted by the Union. Such Union representative shall make written requests for utilization of said time at least fifteen (15) calendar days in advance. Such request may be denied by the Sheriff if staffing requirements cannot be met, or if such leave will result in overtime for another staff person.

18.7. Employees shall be granted a leave of absence with pay when they are required to report for jury duty.

- (A) 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 and their seniority shall continue. 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 and one-half (1-1/2) hours remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request.

18.8. Employees required either by the County of St. Joseph or any other public agency to appear before court or such agency on any matters related to their work for St. Joseph County which they are personally involved in shall be granted time off with pay

(as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and their wages for time necessarily spent in such. Employees will be paid for the time spent so appearing after turning over the witness fees to the Employer.

18.9. Up to five (5) consecutive days leave from the date of death, excluding weekends and holidays, may be used as funeral leave for the death of a spouse, parent, child or current step-child, upon proper notification as soon as reasonably possible, to the Undersheriff. One day off with pay shall be allowed for the death of a grandparent-in-law.

Up to three (3) consecutive days leave from the date of death may be used as funeral leave for the death of a brother, sister, step-parents, parents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, aunt or uncle, upon proper notification as soon as reasonably possible, to the Undersheriff.

One (1) day to attend the funeral of a niece or nephew shall be permitted.

No pay will be granted under this policy if the employee fails to attend the funeral.

This policy 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 or pay for days the employee would not normally have worked.

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

An employee may use personal or vacation time to attend the funeral of anyone not covered above in lieu of losing pay.

18.10.

- (A) The Employer shall adhere to all mandatory state and federal laws dealing with military leaves of absence.
- (B) Non-probationary employees who are in a branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve or guard pay and their regular pay when they are on full time duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is permitted under this provision.

18.11. Pregnancy shall be treated the same as any other leave of absence.

18.12. Thirty-six (36) hours per calendar year (prorated for new employees after the first sixty (60) days of employment) may be used as personal leave in not less than

one (1) hour increments upon twenty-four (24) hours prior notice and approval by the Sheriff or his designee. The Employer may waive the notice requirement. Personal leave hours shall not accumulate from year to year and will have no monetary value.

ARTICLE XIX SICK LEAVE

19.1. Full time employees will be credited with 80 sick hours each year (prorated for new employees after the first 60 days of employment). Employees may not carry over unused sick hours from year to year. At the end of each calendar year, up to 48 unused sick hours will be paid as soon as possible following the end of the calendar year, at the employee's straight time rate of pay as of the end of the year, provided the employee is employed on December 31st.

19.2. An employee eligible for sick leave with pay may use such sick leave upon approval for absence due to exposure to contagious diseases which could be communicated to other employees. It may also be used due to illness in the employee's immediate family, which is limited to spouse, children and parents, when the employee's presence is required but only up to a total of forty (40) hours per year, which may be extended within the discretion of the Sheriff.

19.3. Family and Medical Leave

- a. 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, except as otherwise noted below under #5. All Family and Medical Leave Act leaves 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 Employer. A Family and Medical Leave 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) Military Caregiver Leave: A covered employer must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered servicemember with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a “single 12- month period” to care for the servicemember. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating. The “single 12-month period” for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12 month period established by the employer for other types of FMLA leave. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the “single 12-month period.” (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered servicemember.)
- (6) Qualifying Exigency Leave: A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during the normal 12-month period established by the employer for FMLA leave for qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. Under the terms of the statute, qualifying exigency leave is available to a family member of a military member in the National Guard or Reserves; it does not extend to family members of military members in the Regular Armed Forces.

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

- b. The Employer may require employees to exhaust all accrued paid leave prior to an unpaid leave of absence.

- c. 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, care for a sick parent or for qualifying exigency leave. The aggregate number of work weeks of leave to which both may be entitled may be limited to twenty six (26) workweeks in a "single 12-month period" if the leave is to care for a covered service member with a serious injury or illness.
 - d. 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 agrees to such an arrangement.
 - e. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent, covered servicemember or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary. FMLA leave may also be taken intermittently for qualifying exigency arising out of the active duty status or call to active duty of a covered military member.
 - f. It is the intent of the Employer and Union that this agreement fully comply 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.
1. Continuation of Benefits. An employee on an unpaid FMLA shall not accrue benefits, which includes when an employee is drawing sick and accident insurance payments. The only exception to this 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 approved leave of absence under conditions (1), (2), (3), (4) or (6) and up to twenty six (26) weeks under condition (5) listed in Section 19.3.a. above. This twelve (12) week period shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick time (except under conditions (3) or (4) listed in Section 19.3.a. above), vacation time, or approved personal leaves of absence

under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid personal leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. Employees may continue insurance coverages at their own expense during approved, unpaid leaves of absence. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.

2. Reinstatement After Leave. When a leave of absence under conditions (1), (2), (3), (4) and (6) of Section 19.3.a. is granted for more than twelve (12) weeks or a leave of absence under condition (5) of Section 19.3.a. is granted for more than twenty six (26) weeks, or for more than thirty (30) calendar days for any other reason, the Employer does not guarantee that the employee will be reinstated in his/her former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer.
3. 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 care of a spouse, child or parent, the employee's serious health condition, Military Caregiver Leave or Qualifying Excgency Leave and the leave is foreseeable, the employee:

- a. 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;
 - b. 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.
4. Certification for medical leaves. 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:
 - a. The date on which the serious health condition commenced;
 - b. The probable duration of the condition;

- c. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
 - d. 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;
 - e. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
 - f. 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;
 - g. 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
 - h. 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.
5. Certification for military family leave. For leave taken under the military family leave the employer may require that:
- a. Leave for a qualifying exigency be supported by a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party.
 - b. Leave to care for a covered servicemember with a serious injury or illness be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered servicemember's family.
6. Second opinion. In any case where the Employer has reason to doubt the validity of the certification for leaves outlined in #4 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.

7. 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 and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.
8. Subsequent recertification. The Employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

19.2. Sick leave absences for part of a day shall be charged proportionately in an amount not smaller than one (1) hour increments.

19.5.

- (A) If the Employer has reasonable suspicion or if a pattern of abuse appears, the employee may be required to obtain doctor verification of alleged illness or injury by a doctor selected by the Employer. If not covered by the employee's health insurance, the Employer shall pay for the examination only if the doctor determines that the employee was ill and not able to work.

OR

- (B) The Employer can require doctor verification to determine if an employee is able to return to work after being absent for three (3) consecutive days.

OR

- (C) 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 it should appear that said employee is having difficulty performing his/her duties, or (2) on return from any kind of leave of absence. 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 own choosing at the employee's expense. 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 submit a report to the Employer and the employee, and the decision of such third party shall be binding on all of the parties. The expense of the third party doctor shall be shared equally by the employee and the Employer if not covered by the employee's

insurance. On the basis of said examination, the Employer shall take appropriate action.

ARTICLE XX INSURANCES

20.1. Flexible Benefit Plan. The Employer shall offer to all eligible employees the IRS Section 125 flexible benefit plan.

(A) Health Insurance.

(1) For all full time employees, the Employer agrees to continue its present or an equivalent hospitalization insurance program with a carrier authorized to do business in the State of Michigan and shall continue to pay the insurance premium cost for the employee, dependent or family coverage, except as otherwise provided under this contract. Full-time employees shall be eligible for Employer-provided health insurance on the 1st of the month after the date of hire.

(2) The Employer will provide up to 3 health plans for employees to select. The Employer will pay 90% of the hard cap amount for premium costs as set annually by the State Treasurer's Office and Employees will pay 10% of the premium costs.

(3) Double Health Insurance Coverage. Employees who have a spouse working in any County Department shall not be eligible for health insurance and shall receive Two Thousand Dollars (\$2,000.00) per year on a pro rata basis in lieu thereof, payable equally over each pay period.

Opt out payments will no longer be available for new occurrences of both spouses working for St. Joseph County (such as a result of marriage of two employees or employment of spouse).

(4) An employee who has health insurance available from another source shall have the option to receive Four Thousand Dollars (\$4,000.00) pro rata payable equally over each pay period, in lieu of health insurance, provided they sign an Employer provided waiver.

(B) Life Insurance. During the term of this Agreement, the amount of A.D.&D. life insurance provided by the Employer shall be Twenty-five Thousand Dollars (\$25,000.00).

(C) Dental Insurance. The Employer will supply a 50/50 co-pay dental plan and pay the cost of the premium therefor, except as noted below.

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

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

20.2. Disability Insurance.

- (A) All full time employees will be covered by disability insurance (on the 1st of the month after 30 days of employment), the terms of which are as follows: The Employer will provide a short-term disability policy starting on the seventh (7th) day of disability as a result of illness or accident and payable for up to a maximum of 52 weeks. Benefit amount of 66.67% of weekly wage to a maximum of \$500. The maximum shall be increased to \$700.
- (B) The Employer will provide a long-term disability policy starting after the end of the short-term disability policy and payable during the duration of the disability or until other disability benefits (i.e. social security) and/or retirement benefits are received by the employee. Benefit amount of 60% of weekly wage up to a monthly maximum of \$5,000.

**ARTICLE XXI
PENSION**

21.1.

- (A) Employees hired after December 31, 2015 will be provided with the MERS B-2, FAC 3, 25 & Out Pension Plan. For the duration of the contract, employees will contribute 10% to the Plan.
- (B) Current employees will remain in the MERS B-4 Plan with FAC 3, the E2 rider and 25 & Out. The employee's contribution for the duration of the contract shall be 12%. The Employer shall pay for any additional funding amounts. No other employees shall be eligible for this Plan.
- (C) The employee and Employer will continue to make pension contributions while the employee is on FMLA leave and drawing wages either from accrued paid leave or STD for up to twelve (12) weeks. For each party, pension contributions shall be calculated as follows: gross earnings received by the employee x the applicable percentage contribution = amount to remit to MERS. The employee shall remit to the Finance Department his/her contribution immediately upon receipt of STD payment.

**ARTICLE XXII
EQUIPMENT, ACCIDENTS AND REPORTS**

22.1. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

22.2. The Employer shall not require a member of this bargaining unit to use, operate or carry any equipment that is in disrepair, that malfunctions, or is unsafe or in such disrepair, malfunction or unsafe status it would impair or endanger the employee in his assigned duties.

22.3. Any employee involved in any accident shall immediately report said accident and any physical injuries incurred to his immediate supervisor. When required by his Employer, the employee, before starting his next shift, shall make out an accident report, in writing, on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

22.4. The employee shall immediately report all defects in equipment or vehicles. Said report shall be made on a suitable form furnished by the Employer and shall be made in multi-copies; one copy to be retained by the employee.

22.5. When the occasion arises when an employee gives written reports on forms in use by the Employer of a vehicle being in unsafe operating condition for the assigned activity, and receives no consideration from the Employer, he shall take up the matter with the Union Steward, who will take up the matter with the Sheriff or his designated representative.

**ARTICLE XXIII
GENERAL**

23.1. It is agreed by the parties of this Agreement, that the Employer shall provide to the employee, when practicable, such legal assistance as shall be required or needed as a result of good faith acts occurring when and while said employee is in the performance of his lawful police duties and responsibilities. This section shall only apply to civil litigation.

23.2. There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written Agreements referred to in this Agreement. No further agreement shall be binding upon either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union.

23.3. Proper equipment shall be made available to all employees on duty any normal tour of duty.

23.4. The parties agree that records of service shall be kept in the employee's Personnel file and citations may at the sole discretion of the Sheriff be awarded in instances of meritorious performance, above and beyond the call of duty. The employee, shall upon request and in the presence of the Employer, have access to his Personnel file.

23.5. The Employer shall make a firing range and ammunition available to the employees authorized by the Sheriff to carry a weapon for target shooting and the employees shall qualify with their weapon(s) a minimum of twice annually on a combat course. The Employer shall furnish 50 rounds of practice ammunition each month for those employees requesting them. Employees failing to qualify shall be disciplined per the Sheriff's rules and regulations.

23.6. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Steward of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

23.7. The Employer shall pay the tuition, expenses and provide proper transportation or pay for mileage for training sessions provided by the Employer outside of normal working hours.

Whenever an employee is requested by the Employer to use his own personal vehicle in the line of duty and on the business of the Employer, he shall be accorded mileage at the current IRS rate and any changes shall be effective when published by the IRS and not made retroactive.

23.8. An employee required by the Sheriff to attend special training schools benefitting both the County and the employee shall be remunerated at their regular rate of pay. This section does not apply to a certified police academy.

23.9. Duty Related Injuries. An employee injured in the performance of his duties while acting on behalf of the St. Joseph County Sheriff's Department, and is required to leave the job by medical authority and is receiving Worker's Compensation payments shall continue to receive fringe benefits and compensation equal to his/her normal base pay for the period of such incapacity up to a maximum of one (1) year. During any period in which Worker's Compensation is paid after one (1) year, the employee may use accumulated sick leave in order to receive normal pay. The combination of Employer and Worker's Compensation shall not exceed 100% of an employee's regular base pay. Health insurance coverage may continue while an employee is on worker's compensation, even after the first year on worker's compensation but only if the employee is using earned sick leave and/or vacation in combination with worker's compensation.

23.10. Uniforms, Uniform Accessories, Footwear.

- (A) The Employer shall provide necessary uniform and uniform accessories as determined by the Employer.
- (B) Upon separation from employment an employee shall be required to return all items provided by the Employer prior to release of final compensation.
- (C) The Employer shall reimburse the employee up to a total of Two Hundred (\$200.00) no more than once per calendar year as needed for Employer approved footwear and/or approved equipment upon submission of original receipt indicating purchase date, item and amount paid.

23.11. The Employer shall replace or repair personal items broken while in the performance of the lawful police duties. Such repair shall not exceed One Hundred Twenty-Five (\$125.00) Dollars for the following items: glasses, watches, dentures or bridgework.

23.12. Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in cases of emergency, or staff shortages or as otherwise provided under this contract.

23.13. The Employer shall pay the cost of false arrest insurance.

23.14. The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of the seniority and vacation lists and for the use of the Union and the Employer. Only official notices are to be posted and must be approved by the business agent or Chief Steward for the Union.

23.15. Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

23.16. The Employer shall provide payroll deduction for a Credit Union.

23.17. Officers working any part time job must have it approved by the Sheriff. Phone numbers shall be provided if the second job is approved so employees can be reached by the Department if necessary. The Sheriff shall not be unreasonable in denying part time work if it is non-police related. No employee shall be allowed to wear his/her uniform, or use his/her Sheriff-provided police powers on a second job. Employees working a second job for another law enforcement agency shall use only the police powers afforded that employee by the other police agency and not act under the powers granted by the St. Joseph County Sheriff.

23.18. Part-time employees.

- (A) Regularly scheduled part-time corrections employees shall mean those part-time employees who are scheduled to work and do work in corrections

more than 24 hours/week. The work week shall be defined as Tuesday through Monday.

- (B) Transport Officer and Court Security Officer duties shall not count toward the weekly and monthly time computations above.
- (C) Part-time corrections employees who work in corrections more than 24 hours/week shall be paid at the contract rate for part-time corrections officers.
- (D) Said employees shall be considered members of the bargaining unit in which they meet the hours worked requirements set forth above. Accordingly, said employees shall pay union dues on a pro-rated basis.
- (E) All liability for payroll deductions for union dues shall be covered by the parties' labor contract.
- (F) Employees who work for a full time employee who is absent and expected to return to work shall remain on part-time status, regardless of the hours worked, for a period not to exceed one (1) year. The Employer shall provide notice to the Union when a part-time employee is scheduled to work full time hours for a full time employee who is absent and expected to return to work.
- (G) Part-time corrections employees shall not be entitled to paid time off, holiday pay, pension or any other benefits under the parties' labor contract, regardless of hours worked.
- (H) Part-time employees shall be paid at the rate of time and one-half if they exceed forty (40) hours worked in the work week when replacing a full time employee who is on leave of absence.
- (I) All other terms of the collective bargaining agreement between the Employer and the Union shall govern the terms and conditions of employment for the employees.

ARTICLE XXIV SAVINGS CLAUSE

If any Article or Section of this Agreement or Addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal the remainder of the Agreement and the Addendum shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE XXV
TERMINATION**

This Agreement shall be effective on the first day of January, 2025, and shall remain in full force and effect until midnight on the 31st day of December, 2027. Either party may, ninety (90) days or later prior to the expiration, send a demand to commence negotiations.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the 1st day of January, 2025.

**MICHIGAN FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

**ST. JOSEPH COUNTY BOARD OF
COMMISSIONERS**

Andrew Payne, Business Agent

Jared Hoffmaster, Chairman

ST. JOSEPH COUNTY SHERIFF

Adam Balk, Employee

Chad Spence, Sheriff

APPENDIX A - WAGES

Rates Effective 1/1/2025 ($\$1 + 5\%$ Increase)

	<u>Start</u>	<u>6 mos.</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>8 years¹</u>	
Correction officer	\$24.60	\$25.50	\$26.57	\$27.47	\$28.35	\$28.96	
Part-time correction officer							\$24.44

¹ The 8 year step includes total years of service with the Employer as a corrections officer and/or corporal.

Rates Effective 1/1/2026 (3% increase)

	<u>Start</u>	<u>6 mos.</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>8 years</u>	
Correction officer	\$25.34	\$26.27	\$27.37	\$28.29	\$29.20	\$29.83	
Part-time correction officer							\$25.17

Rates Effective 1/1/2027 (3% increase)

	<u>Start</u>	<u>6 mos.</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>8 years</u>	
Correction officer	\$26.10	\$27.06	\$28.19	\$29.14	\$30.08	\$30.72	
Part-time correction officer							\$25.93



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

125 Main St.
P.O. Box 130
Centreville, MI 49032-0277

Board Agenda Request Form Appointment to County Board / Committee

Proposed Board Meeting Date: 2/18/25

Board / Committee: Board of Public Works

Prepared by: Jessica Miller

Appointment Type: Reappointment Full

Name: Eric Shafer

Address: on file

No. of Years of Term: 3-year term

Expiration Date: 1/1/28

Specific Action Requested:

Please consider the re-appointment of Eric Shafer for a 3-year term to expire 01-01-28.

Other Pertinent Information:

~~Attachment: Citizen Interest Form~~

View results

Respondent

13

Anonymous

04:26

Time to complete

Contact Information

1. First and Last Name: *

Steve Wolf

2. Address: *

27626 Wait Road

3. City: *

Sturgis

4. ZIP Code *

5. Phone: *

6. Email: *

7. I am a resident of ... *

- Branch County
- St. Joe County
- Neither of these counties

8. I prefer to be contacted by... *

- Phone
- Email

Qualification for Appointment

9. Please select one of the following that best describes you *

- I work at or operate a landfill that provides service in Branch and/or St. Joe Counties
- As part of my work, I transport or manage transportation of waste materials on public roads to a site for processing or disposal in Branch and/or St. Joe Counties
- I work at or operate a recycling center that provides service in Branch and/or St. Joe Counties
- I work at or operate a compositing site that provides service in Branch and/or St. Joe Counties
- I work at or operate a materials collection facility, such as a hazardous waste collection center or processing and transfer facility, that provides service in Branch and/or St. Joe Counties
- I work at, volunteer for, or operate an environmental interest group that enjoys or protects nature in Branch and/or St. Joe Counties
- I am an elected official of Branch or St. Joe County
- I am an elected official of a municipality within Branch or St. Joe County
- I work for or operate a business that generates waste in Branch and/or St. Joe County
- I have served on the Solid Waste Management Planning Committee of Branch and/or St. Joe County
- I am a citizen of Branch or St. Joe County who is interested in managed materials

10. Please briefly describe your selection, including the name of the business, organization, or municipality with which you are affiliated: *

Sherman Township Supervisor

Acknowledgements

Please acknowledge the expected responsibilities of appointed committee members by answering "yes" or "no" to each of the following:

11. I expect that I will be able to serve on this committee for an initial term of 5 years

Yes

No

12. I am willing to participate on this committee which is a public body, meaning that meeting notes will be made publicly available, and members of the public may attend

Yes

No

13. I will provide my expertise, advice, and exercise my voting authority in good faith to create the best possible materials management plan for our region

Yes

No



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

125 Main St.
P.O. Box 130
Centreville, MI 49032-0277

Board Agenda Request Form Appointment to County Board / Committee

Proposed Board Meeting Date: 2/18/25

Board / Committee: Parks & Recreation Commission

Prepared by: Jessica Miller

Appointment Type: Reappointment Full

Name: John Dobberteen

Address: on file

No. of Years of Term: 1

Expiration Date: 1/1/26

Specific Action Requested:

Please consider the re-appointment of John Dobberteen for a 1-year term to expire 01-01-26. The Parks & Recreation Commission voted to reappoint Dobberteen at its 2/5/25 regular meeting.

Other Pertinent Information:

~~Attachment: Citizen Interest Form~~



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

125 Main St.
P.O. Box 130
Centreville, MI 49032-0277

Board Agenda Request Form Appointment to County Board / Committee

Proposed Board Meeting Date: 2/18/25

Board / Committee: Parks & Recreation Commission

Prepared by: Jessica Miller

Appointment Type: Reappointment Full

Name: Steve Zarza

Address: on file

No. of Years of Term: 3

Expiration Date: 1/1/28

Specific Action Requested:

Please consider the re-appointment of Steve Zarza for a 3-year term to expire 01-01-28. The Parks & Recreation Commission voted to reappoint Zarza at its 2/5/25 regular meeting.

Other Pertinent Information:

~~Attachment: Citizen Interest Form~~

Jared Hoffmaster, CTFA

From: Jim Stuck <Jim.Stuck@fibreconverters.com>
Sent: Tuesday, January 21, 2025 2:13 PM
To: Jared Hoffmaster, CTFA
Subject: Rooted Safe House Packet
Attachments: Rooted Safe House - Packet C.pdf

Hi Jared,

Rooted of St. Joseph County is a five year old 501(c)(3) with the sole purpose of helping children that are forced into the foster care system. Due to a lack of foster parents, the Department of Health and Human Services (DHHS) struggle to place children in a safe and loving environment. These children often leave with hardly the shirt on their back. Worst case, children that have already gone through a traumatic removal spend a night or more in the office of DHHS. Rooted has tried to make this transition a more positive experience by providing each child with approximately \$1,500 of clothing and personal items. But their ultimate goal is to build a safe house where children can live for a few days until more permanent placement can be made.

That dream is now close to becoming a reality. Please find attached a packet of information on the Rooted Safe House Capital Campaign. I realize that everyone is asking for additional funding for their "critical need", but this need is just too important to not discuss. In short, construction cost is approximately \$500,000. The good news is that over \$300,000 has already been raised or committed from a broad base of support. In an effort to hopefully jumpstart the final push, the Fibre Converters Foundation has announced a \$100,000 matching grant. I believe that our county government needs to be a part of the solution. Is \$.25 per resident, or \$15,000, too much to ask for? If interested, Tiffany Wagler, Executive Director, could make a brief presentation to the commission, executive committee, or staff.

Please let me know if you have any questions. Thank you for your consideration.

Regards,
Jim

Jim Stuck | Chairman

Fibre Converters, Inc. • One Industrial Dr. • P.O. Box 130 • Constantine, MI 49042
Office: 269.279.1350 • Fax: 269.435.7760
Jim.Stuck@fibreconverters.com





of St. Joseph County, Inc.

*Safe House
Capital Campaign*

January 15, 2025

Rooted of St. Joseph County was founded in 2019 as a response to several gaps we recognized during our time as foster parents. The first goal was for Rooted to step in the gap for children during their initial removal from an unsafe situation. In this gap period, children are typically removed from their homes without being able to take personal items, including clothing or hygienic supplies. They often enter their placement home with nothing – no clothes, no toothbrush, no blankets, etc. This can cause stress, embarrassment, and shame for the child, as well as stress on the welcoming placement family. Rooted eases this stress and shame by freely providing an array of basic necessities for every child, including up to 2 weeks of clothing, shoes, seasonal gear, hygienic supplies, over-the-counter medications, bath towels, bed sheets, diapers, baby wipes, and even bedroom furniture (mattresses, beds, and dressers). Children walk into their new home with ***their own things***, and foster families or guardians are not pressured to run out and spend a great deal of money. In 2024, Rooted of St. Joseph County served nearly 200 children.

Along with the lack of basic necessities, there is currently an incredible lack of foster families in our county, state, and nation. Many children are removed from unsafe situations and do not have an immediate placement available. There is nowhere for them to go! As a result, Department of Health and Human Services (DHHS) workers seek housing wherever they can. Whether it be temporary foster house hopping, the DHHS office, shelters, or court appointed juvenile stays, the children experience confusion and feelings of being unwanted when there is nowhere for them to go.

To address this need, Rooted has plans to build a transition home that can provide a safe, home-like environment where children can live between removal and placement. The Rooted Safe House, as we call it, will provide a comfortable, real home where children can eat meals, shower, and clean up, play, and sleep. Children will be in the care of their state appointed worker but will have the additional resource of our Rooted volunteers to help care for and play with them during this stressful time. Additionally, the Rooted Safe House will be set up to allow case workers a fully equipped work space as they seek to find an appropriate, long-term placement for each child in need.

Our plan is to build a multi-level house with two separate living spaces. Each floor will feature its own entrance, kitchen, bedrooms, and bathrooms. The main floor will provide living space for children needing temporary care while the basement will provide a future home for a caretaker family to manage the home. Our financial goal for the project, including expenses for the first year, is \$500,000. The land has been purchased and cleared. We have commitments in place from contractors and organizations in the community to provide all of the necessary professional services to build the house. All of this, including payments for the land, surveying and permits, as well as labor and material donations totals approximately \$200,000. Working with the Sturgis Area Community Foundation we have been able to raise over \$100,000 but are still left with a gap of \$200,000. We are excited to announce that the Fibre Converters Foundation of Constantine has offered us a matching challenge grant of up to \$100,000. The rules are simple. For every dollar we raise over the next 100 days your donation is doubled!



connect@rootedsjc.com
269-503-3907

Today we are asking our community to partner with us to get the Rooted Safe House built this year. Can you help? If you need additional information please check out our website at www.rootedsjc.com or give us a call at 269-503-3907. If you choose to donate toward the building campaign, checks need to be made out to "Sturgis Area Community Foundation," and it should be noted in the memo line that the donation is for the "Rooted Safe House Financial Campaign." We would love it if you would join with us as we seek to shine a light into this dark world. Thank you for your consideration.

Sincerely,

Rob and Tiffany Wagler
Executive Directors Rooted of St. Joseph County
269-503-3897(R) 269-503-3907 (T)
robwagler@rootedsjc.com

Rooted Safe House FAQ

What is the total cost of building the Safe House?

Including land and donations, it will cost \$500,000. The land has already been purchased and cleared, the contractors have been obtained (and have given amazing deals through donations), and the permits are paid for and filed. All we need is the rest of the money to start building!

What is the current gap in funding?

We've raised a little over \$300,000 so far and we still need a little less than \$200,000 for building materials only—which we are buying locally through Huddleston's in Three Rivers. We were recently awarded a \$100,000 dollar for dollar matching grant from the Fibre Converters Foundation. We are currently hitting the street to raise the \$100,000 match.

How will you handle ongoing costs after the Safe House is built?

The future estimated operating annual cost of approximately \$6,200 includes staffing, maintenance, utilities, and supplies. The Safe House will be run by volunteers (who are already established) and will work alongside case workers. While the house is being built, we plan to continue bringing awareness to the community, applying for grants, and establishing an Endowment Fund to cover ongoing cost of the house. We are also privy to several grants once the house is built.

How long will the average child stay at the Safe House?

The typical length of stay is 30 days at most. This will ensure the case worker has been given ample time to find a stable and suitable placement for the child and lessen the moves they endure (house hopping). However, the case workers will press to have the child placed within several days, as they'll be required to stay with the child for the duration of their stay.

How many children will be using the Safe House?

We supported 175 children in 2024 so all of those children could have gone through the house. We KNOW that at least 100 of those children would have stayed the night there because of a lack of placements.

Meet Rooted's Executive Directors and Board



Rob and Tiffany Wagler Executive Directors

Rob and Tiffany have been married since August 2005 and have seven children. Rob and Tiffany served as foster parents from May 2016 until October 2021 when they decided to put all of their efforts into the ministry of Rooted—deciding that they could help more people through the broader reach that Rooted offered.

Rob is the Business and Accounting teacher at Schoolcraft High School in Schoolcraft, Michigan. Tiffany cares for their family at home, homeschools one of their sons, and is the Executive

Director of Rooted.

Rob and Tiffany have a great passion for people, especially people who are struggling with life's difficulties. They have spent many years helping, counseling, and leading others. They are excited about the potential of what Rooted could do for Southwest Michigan.

Amanda Johnson President

Amanda Johnson is a lifelong resident of St. Joseph County. Since 2004 she has been happily married to her husband Nathan and together they are proud parents of six children, ages 6 to 21. Currently, Amanda serves as St. Joseph County's Great Start Family Liaison, having previously worked as an early childhood educator.

Her experiences as a foster and adoptive mother, combined with her work with children and her own family life, naturally led her to the impactful work that Rooted undertakes.

Deeply committed to her community, Amanda can often be seen popping popcorn at her children's schools, serving on various boards, and actively engaging in a multitude of community events.





Maegan Ackerman-Millikan **Secretary/Treasurer**

Maegan has been on the Rooted board since 2022 and has served as Secretary/Treasurer since 2024. She began volunteering with Rooted in 2019 organizing donations and assisting with fundraising events. Maegan lives with her husband Wesley in the Three Rivers area. They are expecting their first child in March 2025.

Maegan works as a physical therapist following her graduation from Western Michigan University in 2023 with post-doctoral specialty certifications in pelvic health.

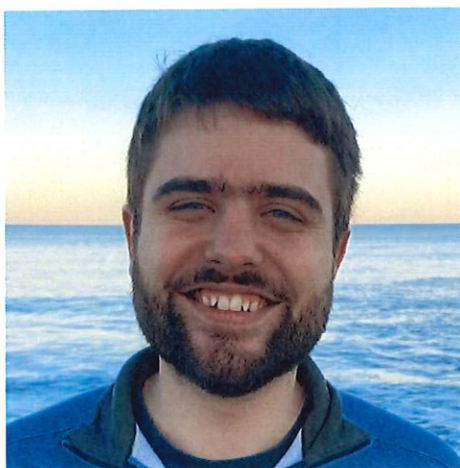
In her spare time Maegan enjoys spending time outdoors, especially hiking, kayaking, gardening, reading, and spending time with their two German Short-haired Pointers.

Heidi Musolff

Heidi is a stay-at-home mom and owner of multiple small businesses. Heidi and her husband became licensed foster parents in 2023 and are in the process of adopting a child.

Heidi enjoys tending to her family and home, playing and singing music, hiking, and sailing.

Heidi and her husband have a heart for children who need a safe and loving home and hope to adopt multiple children from the foster care system. Heidi has been a board member since January 2025.



Braden Weber

Braden Weber is a Software Consultant in the Sturgis area, though he grew up in Traverse City. He married his wife Kassi in May of 2022 and moved to Sturgis a year later. He has been a board member since January 2024.

When he moved to Sturgis, Braden was looking for a volunteering opportunity he could plug in to. At the same time Rooted was looking for someone to help manage their website. Braden has been managing the website ever since he and his wife became active volunteers at Rooted.

In his free time, Braden enjoys playing piano and singing, beating his friends in board games, and contributing to a personal math blog.

Darcy Borden

Darcy is a lifelong resident of Centreville and has worked in child welfare for 15 years. Darcy has seen first-hand the positive impact Rooted has had on the families and children of St. Joseph County and wants to continue to support their mission.

In her free time Darcy likes to travel and play with her pups, but her favorite activity is hanging out with her grandsons. Fun fact: Darcy listens to Christmas music all year long.



Justin Wolf

Justin is a passionate social worker who, along with his wife, shares a deep commitment to supporting others. Together they have three amazing children and are foster care parents in Cass County. Recognizing the urgent need, they eagerly became foster parents to help children in need.

Since joining the board of Rooted in November 2024, Justin has jumped right into action, offering his support wherever it's needed.

He spends his spare time with his family and especially enjoys the outdoors and cheering on his boys at their sporting events.

Justin values the importance of family and strives to create a positive impact in both his professional and personal life.

Rooted Safe House Estimated Monthly Cost of Operation *

* Based on the village average for a 1,780 sq ft home in Centreville, MI

Service	Provider	Amount
Water/Sewer	Centreville Village	\$ 55.00
Electric	Consumers	118.00
Gas	Consumers	72.00
Trash	LRS	14.00
Internet	AT&T	60.00
Key Essentials	Food, cleaning supplies, etc ¹	200.00
Total Estimated Monthly Cost		\$ 519.00

¹**Note:** Historically the community often brings in meals and groceries are purchased only as needed to supplement.



January 8, 2025

Rob and Tiffany Wagler
Executive Directors
Rooted of St. Joseph County
P.O. Box 173
Centreville, MI 49032

Subject: Rooted Safe House \$100,000 Matching Grant

Dear Rob and Tiffany:

Thank you for helping us become aware of the plight of children entering the foster care system in St. Joseph County. We applaud your efforts to make this difficult transition less traumatic by providing every child with up to two weeks of clothing, shoes, seasonal gear, hygienic supplies, over-the-counter medications, and other miscellaneous items.

Ideally these children would be placed in a loving environment immediately. Unfortunately, this often isn't reality as these children, at no fault of their own, might be forced to spend the first few nights in the offices of the Michigan Department of Health and Human Services (MDHHS) until a foster home can be secured. Even then there is no guarantee that siblings won't be separated, adding to an already stressful situation.

We were excited to hear your plans to build the Rooted Safe House, staffed by both MDHHS caseworkers and Rooted volunteers, where children can spend several weeks transitioning while a more permanent placement is found. You've done an admirable job of raising much of the \$500,000 necessary, but you are still \$200,000 short. To help push you over the finish line we would like to come alongside with a \$100,000 matching grant. The rules are simple. Over the next 100 days we will match every dollar you receive up to \$100,000. Let's make this dream a reality.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stuck".

James D. Stuck
President

Rooted Safe House Sponsors

Patrons (\$50,000 or More)

Fibre Converters Foundation

Visionaries (\$20,000 – \$49,999)

Sturgis Area Community Foundation

Advocates (\$5,000 – \$19,999)

Bowersox Flooring

One Way Plumbing

Stauffer Heating & Cooling

Leon Shetler

Richard M. Hostetler

Buist Electric

Harker Excavating

Constantine Area Community Foundation

White Pigeon Area Community Foundation

Believers (\$1,000 – \$4,999)

Integrity Roofing

Mid-City Supply Company Inc.

Great Lakes Superior Walls

St. Joseph County United Way

Mostrom & Associates

Bullseye Marketplace TR LLC

Burr Oak Tool Inc.

Jergens Piping Corporation

Reed and Associates

RE/MAX Elite Group

Friends (\$500 – \$999)

Affinity Custom Molding Inc.

Country Vinyl Windows & Doors

Riverland Poultry LLC

Annual Report Presentation to the St. Joseph County Board of Commissioners

Date: 18 February 2025

Presented by: Jody Alger, SJC Building and Grounds Director

1. Introduction

- **Greeting and Purpose**

- Good afternoon, Chairman Hoffmaster, Board Members, and County Administration. I am Jody Alger, the Building and Grounds Director. I am here today to present the annual report for our department, showcasing the operations, challenges, and successes of the past year.
-

2. Department Overview

- **Staffing Structure**

- Our department consists of four dedicated staff members: two in maintenance and two in custodial services. Each team plays a vital role in maintaining the operational functionality and cleanliness of our county buildings.

- **Buildings Managed**

- We oversee 14 county buildings and property, including the Historic Courthouse, Courts Building, Three Rivers Family Courts, the Sheriff's Department and County Jail, Animal Control, MSU Extension and several others. Our responsibility includes maintenance, preventative maintenance, custodial services, repairs, and facility upgrades.
-

3. Key Accomplishments in 2023/2024

- **Request Tracker**

- In 2024 Building and Grounds implemented a new maintenance request system called Request Tracker. This system is designed to give department employees the ability to inform Building and Grounds of the needs that may arise during the workday. This system has greatly improved communications with all departments across the board. This has also been a great tool for B&G to track and prioritize department needs. I would like to thank Dustin Bainbridge and IT for their role in making this program successful.

Historic Courthouse:

- **HVAC upgrade:** Added 40 feet of flexed ductwork from the HVAC unit to the diffuser in the Commission Room, reducing noise and improving acoustics.
- **Operation Greenlight:** Launched in partnership with the Board, supporting local Veterans. This was a very successful initiative, and I appreciate the Boards commitment to honoring those who have served.
- **Castle coating is almost finished up with historical paint touchups** on the 1st, 2nd, 3rd floors and the Commission Room. Kristina and her crew have been working hard to restore some of the deteriorating paint throughout the building.

Courts Building:

- **Remodel design in progress:** Multiple components of the redesign are underway, with the roofing portion completed successfully.
- **Roofing issues:** We encountered some initial installation challenges with pebbles trapped under the EPDM; however, Division 7 rectified the problem to ensure we were getting the best possible product.
- **Probate and Juvenile department relocation:** We successfully coordinated the move to the new Three Rivers Facility, ensuring minimal disruption. The transition was smooth and efficient.

Three Rivers Courthouse:

- **Winter readiness:** Ensured snowplowing, shoveling, and parking lot salt distribution were in place for the first winter season. Our teams have managed several light snow and ice storms successfully with cleared lots and sidewalks.
- **We installed a Water softener** to address any water quality issues. This will ease the buildup of minerals on our systems moving and distributing water throughout the building.
- **Humidity issues:** Ongoing evaluation of interior conditions due to high/low humidity are in place. ACM Engineering and Environmental Services performed lift testing to investigate supply duct and return duct work. Testing was performed the first week of January 2025. Lift testing produced zero traces of mold spores in the courtroom duct work.

JDT:

- **Interior upgrades:** Repaired and patched holes in the walls throughout the department, painted the entire department, and replaced carpeting throughout the department with 2' x 2' carpet squares.

- **Ceiling tiles still need replacement**, but overall improvements have significantly refreshed and revitalized the space.

Annex I (Department of Corrections):

- **West side building prep** for the upcoming Centreville Courthouse remodel came to a screeching halt.
- **Water Infiltration Damage:** Several rain events in August that produced 9” of rain caused water damage on the northwest side of the building; ongoing assessment and remediation in progress.
- **DOC relocation:** Successfully moved the DOC into the basement of the Courts Building.

Annex II (MSU Extension, Drain Commission, Parks and Recreation):

- **Building improvements:** Fresh interior paint, new carpet squares, sealed and striped parking lot, five new handicap signs and poured a concrete sidewalk leading up to the south entrance. We installed a new toilet in the women’s restroom and a motion occupancy sensor in the men’s restroom. We also installed a boot brush to give those the opportunity to clean off their boots prior to entering the building.
- **Awnings replaced** over the east and south entry doors, utilizing original frames with new canvas.

Sheriff’s Training Center:

- **Parking lot sealed, crack filled and striped to enhance overall look and safety of the lot**, with ADA accessibility improvements to support early voting. A generator was also installed to support early voting in the case that the building lost power.

Central Dispatch:

- **Facility upgrades:**
 - Added a new drinking fountain with bottle fill station. (2023)
 - Replaced the HVAC unit for improved climate control.
 - Lots sealed, striped and crack filled.
 - We had to install plastic spike strips on the exterior windowsills. Birds were landing on the sills and attaching their mirrored reflections in the windows.

Sheriff’s Department:

- **EPDM roof replacement:** Completed roof replacement with significant improvements to the building envelope and the building’s energy efficiency. Managed to stop all water infiltration into the building.

- **Mechanical overhaul:** Upgraded multiple systems, including 7 RTUs, 4 Make-up air units, the Gym Boiler, the gym water heater tank, the Basement domestic water heater, and metal platform were installed around all RTU's and MAU's for accessibility.
- **Solar system upgrades:** We overhauled the Solar Photovoltaic Cells on the south portion of the roof and expanded the capacity of Modules to harvest more sunlight and replaced the Inverter to the system. We decommissioned the Solar Thermal Hot Water System and removed it from the Jails Roof. This reduced building roof weight by thousands of pounds.
Shower Renovations: Applied an epoxy coating to the booking shower walls and floor and integrated a timed push-button water delivery system. We also applied epoxy to the flooring of the south wing shower, the dorm showers and 2 cell floors and a hallway in the CIT area.
- **Building and grounds improvements:** Sealed, crack filled and restriped east/west parking lots and upgraded to LED lighting in key areas that include the Evidence barn, boat barn and mobile command center barn.

Animal Control:

- **Facility Improvements:**
 - Covered all guillotine pass-through openings with sheet metal and painted them. The pressure treated openings were being chewed on by the dogs and weather was deteriorating the wood openings.
 - Installed epoxy flooring in high-traffic animal areas and public spaces like the lobby and the bathroom. (2023)
 - **Water Main Break:** Repaired water main break near the front entry door. Roberts Brothers with the assist in finding the leak and replacing the piping to restore the utility to the building.
 - **Roof Leak:** Repaired roof leak caused by improperly installed flashing around furnace piping. Roof was under warranty and fixed at no cost to the county.
 - **Garage Door Upgrades:** Replaced torsion springs and components of the doors for smoother operation.
 - **Anesthesia Room Relocation:** Moved the anesthesia room into a climate-controlled space for proper storage of medical supplies. This made room for AC to park both of their vehicle in the garage.
 - **Kennel Upgrade:** Built a new roofing system for the outdoor kennels to prevent dogs from escaping. We up cycled the anesthesia rooms studs and walls to make this happen.
-

6. Conclusion

- **Acknowledgments**

- I want to express my gratitude to my team for their hard work, dedication, and adaptability throughout the year. Their efforts ensure that our buildings are safe, functional, and well-maintained.

- **Appreciation to the Board**

- Thank you to the Board of Commissioners for your ongoing support, which enables us to accomplish all these important projects.

- **Questions**

- I'd be happy to answer any questions or provide further details on our work and plans for the coming year.
-

ST. JOSEPH COUNTY
FRIEND OF THE COURT

2023 ANNUAL REPORT

MARY HERENDEEN
FRIEND OF THE COURT

MISSION STATEMENT

The St. Joseph County Friend of the Court is committed to providing the highest quality customer service for the establishment, collection, and enforcement of child support orders, as well as professional, unbiased mediation and investigative services for the resolution of custody, parenting time and support issues.

The Friend of the Court is a branch of Circuit Court whose primary mission is the enforcement of the Court's orders regarding custody, parenting time, and support. The St. Joseph County Friend of the Court is a recognized child support enforcement agency entitled to federal funding under Title IV-D of the Social Security Act.

The Friend of the Court must comply with both federal and state laws regarding child support. The office is subject to compliance audits from both the state and federal levels.

2023 IN REVIEW

FUNDING

In 2023, 94% of our funding came from two sources. The office has a Cooperative Reimbursement Contract with the State that passes through federal funding and reimburses the county for 66% of eligible child support enforcement expenses. In 2023, we received \$807,770.48 from the federal portion of this contract and \$91,904.34 from the State supplement.

In addition, the office is entitled to incentive payments from the federal government based on performance in five categories:

- 1) Paternity establishment
- 2) Support order establishment
- 3) Current support collections
- 4) Support arrearage collection
- 5) Medical support collection

In 2023, the county received \$164,967 based on the Friend of the Court's performance in the five categories above.

The Friend of the Court is also required by Michigan law to provide various custody and parenting time services. These are funded in whole by user fees and judgment fees.

SOURCES OF REVENUE

Federal portion-reimbursement contract	\$ 807,770
State portion-reimbursement contract	\$ 91,904
Federal incentive payments	\$ 164,967
Statutory fees	\$ 37,700
Judgment fees and interest	\$ 16,980
Court costs	\$ 9,306
Other revenue	\$ 5,346
Total revenue	\$1,133,973

COLLECTIONS

Total collections for 2023 were down from 2022. 2020 saw an increase of nearly \$1 million in child support collected due to increased withholding of pandemic unemployment funds and offset of stimulus payments. Pandemic Unemployment payments didn't end until April 17, 2021, which inflated 2021 collections as well. The fact that 2019 had higher total collections than the past two years can be attributed to many support orders being reduced during the pandemic and have not returned to pre pandemic charge levels.

2023

Child Support Collected	\$9,602,243
Spousal Support Collected	<u>\$ 146,181</u>
Total Collections	\$9,748,424

2022

Child Support Collected	\$9,696,266
Spousal Support Collected	<u>\$ 159,751</u>
Total Collections	\$9,856,017

2021

Child Support Collected	\$10,340,675
Spousal Support Collected	<u>\$ 146,339</u>
Total Collections	\$10,487,014

2020

Child Support Collected	\$10,934,119
Spousal Support Collected	<u>\$ 173,597</u>
Total Collections	\$11,107,716

2019

Child Support Collected	\$10,108,991
Spousal Support collected	<u>\$ 181,418</u>
Total Collections	\$10,290,409

NON-ADVERSERIAL PROCEDURES

In 2007, the Friend of the Court adopted new procedures designed to help parties through custody, parenting time, and support proceedings with less litigation. Instead of going directly through a contested hearing in front of the court, usually with attorneys, the case is now referred to Friend of the Court staff for a Facilitative Conference. The office employees five caseworkers who are all trained mediators.

The results continue to be impressive saving judicial time that can be used elsewhere. Contested cases required a pretrial and a full evidentiary hearing before the Referee. Everyone benefits from the current procedures and the court saves judicial time that can be used elsewhere. The parties benefit from quicker and cheaper settlement of their issues. Also, we've found that parties who settle are less likely to return to court with future litigation.

ACTIVITY REPORT – 2023

1. MEDIATIONS & FACILITATIVE CONFERENCES		360
<i>Resolved</i>	260	
2. INVESTIGATIONS WITH RECOMMENDATIONS		928
<i>Custody</i>	105	
<i>Parenting time</i>	127	
<i>Support</i>	687	
<i>Other</i>	9	
3. REFEREE HEARINGS		323
<i>Custody</i>	44	
<i>Parenting time</i>	35	
<i>Support</i>	38	
<i>Other</i>	206	
4. ORDERS ESTABLISHED		380
<i>Paternity</i>	38	
<i>Child support</i>	136	
<i>Parenting time or custody</i>	206	

ST. JOSEPH COUNTY
FRIEND OF THE COURT

2024 ANNUAL REPORT

MARY HERENDEEN
FRIEND OF THE COURT

MISSION STATEMENT

The St. Joseph County Friend of the Court is committed to providing the highest quality customer service for the establishment, collection, and enforcement of child support orders, as well as professional, unbiased mediation and investigative services for the resolution of custody, parenting time and support issues.

The Friend of the Court is a branch of Circuit Court whose primary mission is the enforcement of the Court's orders regarding custody, parenting time, and support. The St. Joseph County Friend of the Court is a recognized child support enforcement agency entitled to federal funding under Title IV-D of the Social Security Act.

The Friend of the Court must comply with both federal and state laws regarding child support. The office is subject to compliance audits from both the state and federal levels.

2024 IN REVIEW

FUNDING

In 2024, 94% of our funding came from two sources. The office has a Cooperative Reimbursement Contract with the State that passes through federal funding and reimburses the county for 66% of eligible child support enforcement expenses. In 2024, we received \$863,733.20 from the federal portion of this contract and \$85,380.24 from the State supplement.

In addition, the office is entitled to incentive payments from the federal government based on performance in five categories:

- 1) Paternity establishment
- 2) Support order establishment
- 3) Current support collections
- 4) Support arrearage collection
- 5) Medical support collection

In 2024, the county received \$151,727 based on the Friend of the Court's performance in the five categories above.

The Friend of the Court is also required by Michigan law to provide various custody and parenting time services. These are funded in whole by user fees and judgment fees.

SOURCES OF REVENUE

Federal portion-reimbursement contract	\$ 863,733
State portion-reimbursement contract	\$ 85,380
Federal incentive payments	\$ 151,727
Statutory fees	\$ 38,255
Judgment fees and interest	\$ 15,985
Court costs	\$ 9,678
Other revenue	\$ 5,276
Total revenue	\$1,170,034

COLLECTIONS

Total collections for 2024 are up from 2023. We continue to lag slightly behind pre-pandemic collections in 2019. That lag can be attributed to many support orders being reduced during the pandemic that have not returned to pre-pandemic charge levels.

2024

Child Support Collected	\$9,808,544
Spousal Support Collected	<u>\$ 167,540</u>
Total Collections	\$9,976,084

2023

Child Support Collected	\$9,602,243
Spousal Support Collected	<u>\$ 146,181</u>
Total Collections	\$9,748,424

NON-ADVERSERIAL PROCEDURES

In 2007, the Friend of the Court adopted new procedures designed to help parties through custody, parenting time, and support proceedings with less litigation. Instead of going directly through a contested hearing in front of the court, usually with attorneys, the case is now referred to Friend of the Court staff for a Facilitative Conference. The office employs five caseworkers who are all trained mediators.

The results continue to be impressive saving judicial time that can be used elsewhere. Contested cases required a pretrial and a full evidentiary hearing before the Referee. Everyone benefits from the current procedures and the court saves judicial time that can be used elsewhere. The parties benefit from quicker and cheaper settlement of their issues. Also, we've found that parties who settle are less likely to return to court with future litigation.

ACTIVITY REPORT – 2024

1. MEDIATIONS & FACILITATIVE CONFERENCES		279
<i>Resolved</i>	186	
2. INVESTIGATIONS WITH RECOMMENDATIONS		532
<i>Custody</i>	65	
<i>Parenting time</i>	92	
<i>Support</i>	365	
<i>Other</i>	10	
3. REFEREE HEARINGS		363
<i>Custody</i>	43	
<i>Parenting time</i>	54	
<i>Support</i>	39	
<i>Other</i>	227	
4. ORDERS ESTABLISHED		334
<i>Paternity</i>	25	
<i>Child support</i>	127	
<i>Parenting time or custody</i>	182	

Information Technology Annual Report 2024

St. Joseph County, Michigan Government

1.0 - Executive Summary

The St. Joseph County Information Technology (IT) Department plays a critical role in supporting and securing the County's digital infrastructure, public services, and emergency operations. With over 1,200 managed devices, 50+ software systems, and 24/7 IT support, the department ensures seamless connectivity and technology services for County departments, law enforcement, and emergency responders.

In 2023 and 2024, the department has achieved key milestones, including the launch of a modernized County website, the migration to a .gov domain for enhanced security, and the successful deployment of a Mobile Device Management (MDM) system to strengthen data protection and compliance. Additionally, major cybersecurity enhancements were implemented, including firewall upgrades, penetration testing, and alignment with CIS security controls, significantly improving the County's defense against cyber threats.

However, the IT Department faces critical challenges, including staffing transitions, managing legacy systems, and balancing cloud adoption with cybersecurity risks. As the County shifts toward a cloud-first infrastructure, the department is focused on strategic modernization, optimizing IT governance, and enhancing digital services for citizens. To further protect County assets and ensure long-term security, recommendations include the creation of a Cybersecurity Committee, continued investment in cloud governance, and ongoing cybersecurity training and risk management initiatives.

This report outlines the department's accomplishments, challenges, and strategic initiatives, highlighting its commitment to delivering secure, efficient, and innovative technology solutions that empower County operations and enhance public service delivery.

2.0 - Department Overview

Information Technology by the Numbers:

Supported Computers: 325+
VoIP Telephones: 140+
Printers and FAX Machines: 90+
Servers: 50+
Network Infrastructure and Security Devices: 60+
Computer Users: 350+
Production Data Size: 45+ Terabytes
Annual Help Desk/Email/Telephone Requests:
2,200+
Annual Computer Replacements/Upgrades: ≈ 60

The Information Technology (IT) Department is dedicated to delivering high-quality infrastructure, expert support, and innovative solutions in the planning, development, and implementation of cutting-edge information and communication technology. Our mission is to empower County departments, offices, and officials by providing secure, efficient, and scalable technology services that

enhance operations and service delivery to the public.

The IT Department is responsible for the implementation, maintenance, and support of all data and telecommunications hardware and software across County departments and offices. Additionally, we provide critical technology support to law enforcement agencies, fire departments, and emergency services, ensuring secure access to public safety computer systems and in-vehicle computing solutions.

With a scope that spans **over 1,200 devices** and **50+ software systems**, the IT Department plays a pivotal role in supporting County operations and public services. Our managed technologies include, but are not limited to:

- **End-User Computing** – Computers, printers, scanners, document imaging systems
- **Public Safety & Law Enforcement** – Case and records management, law enforcement vehicle video, security cameras, courtroom proceedings video
- **Communication & Collaboration** – Email, telephony, fax, video conferencing, messaging software, remote access systems
- **Enterprise & Business Systems** – Property records, financial management, compliance and regulatory systems
- **Cloud & Cybersecurity** – Cloud storage and sharing services, cybersecurity software, data governance tools
- **Network & Infrastructure** – Data center and server equipment, network equipment, access control systems

2.1 - IT Department Workforce & Responsibilities



In 2023, the IT Department comprised a Director, System Administrator, Network Analyst, IT Technician, and a contracted document imaging support specialist. In 2024, the department expanded by adding a second IT Technician while eliminating the contracted document imaging position to enhance internal support capabilities.

The Network Analyst position is funded by St. Joseph County 911 Central Dispatch, under an agreement in which the IT Department provides dedicated technical support for 911 Central Dispatch and select external law enforcement and emergency services agencies.

Given the County's reliance on technology for 24/7 emergency services and critical infrastructure, IT staff are on-call 24/7/365, frequently responding to after-hours service requests, maintenance tasks, and urgent system incidents to ensure continuous operation and security across all departments.

3.0 - Key Accomplishments

In early 2023, the County successfully launched a **new County website** utilizing the Granicus platform. This modernized website enhances accessibility, user experience, and operational efficiency. A key feature of the new system allows select County departments to manage their own website content directly, reducing update turnaround times and improving the accuracy of public information. By empowering departments with greater control, we have **streamlined communication and increased transparency with residents**. This initiative reflects our commitment to leveraging technology for more effective public service delivery.

Over 2023, the IT Department successfully **upgraded our firewall infrastructure**, significantly enhancing our network security posture. This upgrade, completed with the assistance of our cybersecurity partner, introduced advanced threat detection, improved traffic inspection, and stronger intrusion prevention capabilities. The new firewall system provides greater visibility and control over network traffic, enabling more proactive defense

against cyber threats. This migration also serves as a critical stepping stone toward our future implementation of an Extended Detection and Response (XDR) solution, which will further enhance our ability to detect, investigate, and respond to security incidents across our entire IT environment. By strengthening our security foundation now, we are positioning the County for a **more resilient and adaptive cybersecurity strategy** in the years ahead.

In 2024, we successfully migrated our domain from **.org** to **.gov**, enhancing security and trust for our online presence. The **.gov** domain is exclusively available to verified government entities, reducing the risk of impersonation and phishing attacks. This transition **strengthens cybersecurity** by requiring compliance with federal security standards, including stricter authentication and encryption protocols. Additionally, the **.gov** domain improves public confidence, ensuring residents can trust they are interacting with an official government website. This migration reflects our commitment to safeguarding digital services and protecting County data from emerging cyber threats.

Throughout 2023 and 2024, the IT Department played a critical role in the successful transition of Probate Court, Juvenile Court, and Friend of the Court to the **new Three Rivers Court Building**. We managed the implementation of essential technology infrastructure, including secure network systems, courtroom recording equipment, and advanced security systems. Our team **ensured seamless connectivity**, enhanced cybersecurity, and reliable digital recording capabilities to support court operations. By overseeing the integration of these technologies, we contributed to a modernized and efficient judicial environment that enhances service delivery and security for staff and the public.

In 2024, the IT Department implemented a **Mobile Device Management (MDM)** solution to enhance security and ensure compliance with **CJIS Security Policy (CJISSECPOL)** requirements. This system allows us to centrally manage and secure mobile devices accessing sensitive law enforcement and government data. By enforcing encryption, remote wiping, and access controls, MDM strengthens data protection and mitigates risks associated with lost or compromised devices. This implementation reflects our ongoing commitment to cybersecurity and regulatory compliance, safeguarding critical information while enabling secure mobile access for authorized personnel.

4.0 - Key Challenges and Risks

4.1 - IT Staff Transition

The IT Department is experiencing a significant shift as **long-serving staff members transition out of the organization**. We have already seen the departure of one team member, and within the next six months, a retirement will bring the **total experience loss to 40 years**. This presents a challenge in maintaining operational continuity and preserving critical institutional knowledge.

To address this, we have already begun implementing **knowledge transfer, cross-training, and documentation initiatives** to ensure a smooth transition. New and incoming staff are being trained to take on key responsibilities, and we are refining our onboarding processes to accelerate their learning curve. By proactively managing this transition, we are working to sustain the high level of IT service and security that our County depends on.

4.2 - Cybersecurity & Legacy Systems

Managing cybersecurity threats and vulnerabilities remains a **critical challenge** for the IT Department. As cyber threats continue to evolve, ensuring the security of County systems requires ongoing vulnerability management, proactive monitoring, and rapid response capabilities.



One of the biggest obstacles we face is the **presence of legacy systems** that are difficult to upgrade or replace due to compatibility, operational dependencies, and budget constraints. These older systems **can pose security risks**, as they may lack modern security features and vendor support.

To mitigate these risks, we are continuously **working to identify vulnerabilities, apply necessary patches, and implement compensating security controls** where full system replacements are not immediately feasible. Additionally, we are developing long-term strategies for modernizing critical infrastructure while ensuring that upgrades align with operational and financial planning. Strengthening our security posture and risk management strategies remains a top priority as we balance innovation with the need to maintain stable and secure IT services for the County.

4.3 - Cloud Adoption & IT Management

As the IT landscape evolves, **cloud adoption** presents both opportunities and challenges for the County. Moving services to the cloud can enhance scalability, improve disaster recovery capabilities, and streamline operations, but managing a hybrid IT environment—where critical systems exist both on-premises and in the cloud—adds complexity.

Ensuring the security, compliance, and performance of cloud-based solutions while maintaining seamless integration with existing infrastructure requires careful planning and oversight.

Additionally, **cost management is a growing concern**, as cloud expenses can fluctuate based on usage and licensing models. Without proper governance, cloud sprawl—where services expand beyond necessary scope—can drive up operational costs. To address these challenges, we are working on optimizing cloud investments, enhancing security policies, and ensuring compliance with regulatory requirements. Our goal is to strike the right **balance between leveraging cloud efficiencies and maintaining control over our IT environment** to provide secure, reliable, and cost-effective technology services.

5.0 - Performance Metrics

5.1 – Third-Party Security Penetration Testing

As part of our ongoing commitment to cybersecurity, St. Joseph County **regularly conducts penetration tests**, a proactive security assessment designed to identify potential vulnerabilities in our IT systems before they can be exploited by cyber threats. This process involves ethical cybersecurity experts testing our networks, applications, and infrastructure to evaluate their resilience against unauthorized access. The goal is to **strengthen our defenses** and ensure the security and reliability of County services.

The results of the most recent third-party assessment showed that our **public-facing systems are well-secured**, with minimal risk of external threats. The evaluation also confirmed that our **cybersecurity policies and practices are effectively protecting County services**. However, like many organizations managing evolving technology needs, **opportunities were identified to enhance internal system security**, update older

software, and further strengthen network protections to ensure continued reliability and resilience.

To address these findings, the County is **proactively implementing security enhancements** such as improving system updates, strengthening access controls, and advancing cybersecurity training programs. These efforts align with best practices and national security standards to protect sensitive data and ensure the uninterrupted delivery of public services. Cyber threats continue to evolve, and St. Joseph County remains committed to staying ahead of potential risks, adopting modern security measures, and safeguarding the integrity of our technology infrastructure.

5.2 - CIS Controls Assessment

St. Joseph County has been engaged in a multi-year cybersecurity assessment with Dewpoint, utilizing the CIS (Center for Internet Security) Critical Security Controls framework to evaluate and enhance its security posture. This initiative, spanning from 2022 through 2024, has involved ongoing evaluations, policy updates, and technology improvements to address vulnerabilities and strengthen IT security. Through multiple reassessments, the County has systematically improved key security areas, demonstrating its commitment to adopting best practices and mitigating risks to County systems and data.

The latest CIS reassessment highlights significant security improvements across multiple controls. Secure Configuration of Enterprise Assets increased from 89% to 100% (+11%), reflecting the County's efforts in enforcing standardized security settings and session locking. Account Management saw an impressive rise from 69% to 100% (+31%), thanks to automated account monitoring and better credential management practices. Continuous Vulnerability Management improved from 88% to 94% (+6%) with the implementation of weekly vulnerability scans, ensuring proactive risk identification. Additionally, Service Provider Management, which was previously a major gap, improved from 50% to 63% (+13%), demonstrating enhanced oversight of third-party vendors handling County data.

These improvements showcase the County's proactive approach to cybersecurity, with enhanced policy enforcement, automation, and continuous monitoring leading to a more resilient IT environment. While progress has been substantial, St. Joseph County remains committed to further strengthening its security framework, ensuring ongoing protection against evolving cyber threats and maintaining compliance with industry best practices.

6.0 - Strategic Initiatives & Future Roadmap

6.1 - Cloud Transition & Hybrid IT Support

As technology evolves, the IT Department is committed to maintaining a hybrid IT environment that supports both on-premises and cloud-based operations. While many **critical systems still rely on on-prem infrastructure**, we recognize that cloud computing will eventually become the predominant platform for County services due to its scalability, resilience, and cost efficiencies.

In the near term, we will continue to optimize and secure our existing on-premises infrastructure while strategically migrating appropriate workloads to the cloud. This includes evaluating cloud readiness, ensuring data security and compliance, and implementing hybrid solutions that allow seamless integration between local and cloud environments.

Looking ahead, our long-term goal is to **fully transition to cloud-based infrastructure** where feasible. This will require **careful planning** to ensure minimal disruption, cost-effectiveness, and enhanced cybersecurity. As part of this transition, we will focus on modernizing applications, enhancing cloud governance, and investing in workforce training to support cloud-first operations. By taking a phased approach, we aim to position the County for a future-proof, resilient, and flexible IT ecosystem that meets both operational and security needs.

6.2 - Cybersecurity Framework Implementation

As cybersecurity threats continue to evolve, the County is committed to implementing a **comprehensive cybersecurity framework** that aligns with industry best practices. To strengthen our security posture, we are adopting the CIS (Center for Internet Security) Controls as the foundation of our cybersecurity strategy, with additional guidance from the NIST (National Institute of Standards and Technology) Cybersecurity Framework. This structured approach will help us **identify, protect, detect, respond to, and recover from cybersecurity threats** more effectively.

Our roadmap includes assessing and prioritizing security improvements based on risk impact and aligning them with CIS's implementation groups to ensure a phased, manageable deployment. Key focus areas will include:

- **Asset and vulnerability management** to maintain visibility over all IT resources.
- **Access control enhancements** through stronger authentication mechanisms.

- **Advanced threat detection and response** through security monitoring and incident management.
- **Continuous staff training and awareness programs** to reduce human error risks.
- **Regular security assessments and compliance reviews** to maintain best practices.

By adopting this cybersecurity framework, the County will be better **prepared to prevent, detect, and respond to threats**, ensuring the security of County systems, protecting sensitive data, and maintaining public trust. This initiative will be a key pillar of our long-term IT strategy, reinforcing resilience, regulatory compliance, and proactive risk management across all technology operations.

6.3 - Digital Transformation & Citizen Services

As technology continues to evolve, the IT Department is committed to expanding digital services to improve accessibility, efficiency, and transparency for County residents. A key focus of our future roadmap is enhancing self-service capabilities, allowing citizens to access government services online, reducing the need for in-person visits, and streamlining administrative processes.

Planned initiatives include:

- **Expanding Self-Service Portals:** Increasing the availability of online forms, applications, and document requests to improve access to government services.
- **AI-Powered Chatbots & Virtual Assistants:** Exploring the use of automated tools to provide quick, 24/7 responses to common citizen inquiries.
- **Mobile-Friendly Services:** Enhancing the usability of County websites and applications to ensure seamless access from smartphones and tablets.
- **E-Government & Paperless Initiatives:** Moving toward a **digital-first approach** by reducing reliance on physical paperwork and optimizing internal workflows through automation.

By leveraging modern technology, we aim to **simplify interactions between residents and County departments, reduce response times, and improve overall service delivery**. These efforts align with our broader goal of **digital transformation**, ensuring that the County remains efficient, accessible, and adaptable to future technological advancements.

7.0 - Recommendations to the Board of Commissioners

7.1 - Continue the Cloud Transition & IT Infrastructure Modernization

The County's hybrid IT model will eventually transition to a cloud-first approach. To manage this transition effectively, the County should:

- **Develop a cloud migration strategy**, prioritizing systems that will benefit most from cloud scalability and security.
- **Ensure financial planning for cloud adoption**, including evaluating **cost controls, vendor agreements, and ongoing maintenance expenses**.
- **Enhance governance over cloud environments**, ensuring **secure integrations between on-premises and cloud solutions**.
- **Modernize legacy applications and systems** to ensure compatibility with future cloud services.

7.2 - Continue Cybersecurity & Risk Management Improvements

The County has made significant strides in implementing CIS security controls, but cyber threats continue to evolve. To maintain compliance and protection against increasing threats:

- **Establish a Cybersecurity Committee** to oversee **risk management, compliance, and IT security strategy**.
- **Adopt a formal cybersecurity framework** to strengthen policies and enforcement.
- Continue investment in **ongoing cybersecurity training** for employees to **mitigate phishing, social engineering, and insider threats**.
- **Continue funding regular security audits and penetration testing** to identify vulnerabilities and **proactively enhance defenses**.

8.0 - Financials

General Fund (Excluding Personnel Accounts)	2023 Budgeted	2023 Activity	2024 Budgeted	2024 Activity
Office Supplies (Ink, Toner, Keyboard, Mouse, Small Technology Products)	10,000	293	8,000	9,970
Other Supplies (Network cable, Tools)	2,000	2,640	2,000	1,197
Contractual Services	93,000	91,752	93,000	121,620
Internet and Website Hosting	20,000	25,554	25,000	64,712
Travel	700	229	500	454
Training & Profession Development (IT Staff Training, OnBase Training, Employee Cyber Security Awareness)	16,600	15,022	12,000	19,841
Computer Maintenance and Service Contracts (Software Maintenance, Office 365 Subscription, Hardware Maintenance, etc.)	351,000	351,049	350,000	392,814
Computer Maint. and Service Contracts – MDT (Electronic Citation Software Maintenance)	15,000	14,995	15,000	27,116
Telephone Maintenance and Service Contracts (Telephone System Licensing and Maintenance)	31,060	30,001	32,000	17,605
Computer Hardware (Computers, Network Equipment)	95,100	99,852	100,000	103,208
Computer Hardware - MDT	2,000	274	2,000	0
Computer Software	3,000	0	2,000	0
Equipment	2,000	7,133	0	0
Total General Fund Expenses (Including personnel and other accounts)	953,143	953,430	1,044,228	1,134,935

Note: The expenses above do not show the full amount of St. Joseph County’s technology investments as many technology related expenses are not allocated to the IT Department’s budget and are not funded from the General Fund.

8.1 - The Continued Shift to “As a Service” IT Expenses

St. Joseph County is experiencing a **continued shift toward "As a Service" billing models**, where traditional capital expenditures for hardware and software are being replaced by **subscription-based, operational expenses**. These billing models provide **more predictable budgeting, fewer upfront costs, scalability and flexibility** benefits but also

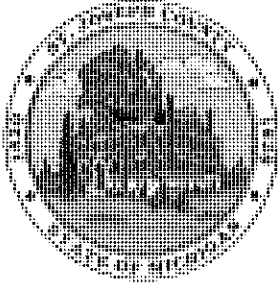
introduce **new financial considerations**. Without careful monitoring, **subscription fees can accumulate** as more services are added, leading to unexpected budget overruns. Relying on third-party services also means the county is **subject to vendor pricing changes, contract terms, and potential service disruptions**. While avoiding large upfront costs is beneficial, long-term subscription expenses will sometimes exceed the cost of traditional one-time purchases.

9.0 - Conclusion

The St. Joseph County Information Technology Department continues to play a **vital role in supporting and securing the County's digital infrastructure**. Through strategic investments, cybersecurity enhancements, and modernization efforts, the department has significantly **improved network security, cloud readiness, and digital service delivery**. The successful implementation of a new County website, domain migration, Mobile Device Management (MDM), and firewall upgrades reflects the County's ongoing commitment to technology-driven efficiency and security.

However, as technology rapidly evolves, **challenges such as IT staff transitions, managing legacy systems, and securing cloud environments remain a priority**. To address these issues, the department is focusing on knowledge transfer programs, cybersecurity training, and long-term IT planning to ensure continuity and resilience. Additionally, the **creation of a Cybersecurity Committee**, expanded cloud governance, and ongoing risk management initiatives will be critical in safeguarding County systems against emerging threats.

Moving forward, the IT Department will **continue to align technology initiatives with County objectives**, ensuring that innovation, security, and efficiency remain at the forefront of service delivery. By adapting to new challenges, optimizing IT resources, and strengthening cybersecurity frameworks, the department is well-positioned to support St. Joseph County's growth and digital transformation in the years ahead.



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

125 Main St.
P.O. Box 277
Centreville, MI 49032-0277

BOARD AGENDA REQUEST FORM

PROPOSED FOR BOARD MEETING OF: February 18, 2025

DEPARTMENT: County Clerk Court Division

PREPARED BY: Dena Clark

SUBJECT: Tyler Technologies Jury System

SPECIFIC ACTION REQUESTED:

Budget amendment to purchase Tyler Technologies Jury System

DESCRIPTION OF ACTION/BACKGROUND (dollar amount, purpose):

See attached letter from Berrien County Trial Court who has been hosting our jury system 2006. We are asking for \$20,000.00 to pay for the system at a reduced price due to Berrien Co. not hosting the system. Attached is also the contract breaking down the costs associated with the purchase of the system.

FUNDING DETAILS (Funding Source, Budget Amount, GL #, etc.):

The GL# 101-215-816.310 will be the line item the funds will need to come out of.
\$20,000.00



Berrien County Trial Court

Mabel J. Mayfield, Chief Judge ~ Carrie Smietanka-Haney, Administrator
Courthouse – 811 Port Street, St. Joseph, MI 49085
(269) 983-7111, Ext. 8453; FAX (269) 982-8634
www.berriencounty.org

«Agency»

Attn: «Name»

«Street»

«City», «State» «Zip»

March 5, 2024

Re: Discontinuation of Jury Hosting, Effective 1/1/2026.

Dear MERGE:

The County of Berrien has hosted courts on our local installation of Tyler Technologies' Jury Management System for several years. Over the past 3-5 years it has become increasingly difficult to assure seamless connections and functionality as we have added new courts, seen turnover at long-standing partner agencies and faced growing security concerns. In going forward, Berrien County is unable to maintain the infrastructure required to support multiple other courts and counties while assuring effective and efficient jury management to our citizens.

After discussion among internal stakeholders, the Berrien County Trial Court will no longer be hosting external counties on our jury application, effective January 1st, 2026. Tyler Technologies has been made aware of this decision, and it is our hope that 22 months provides you and your team sufficient time to find another option. Berrien will continue to host all of our partners as needed through the end of 2025 and will be available to assist you and/or Tyler with migration to your next solution.

It has been a true pleasure to work with you and your teams over the years and please let me know if I can be of any assistance.

Sincerely,

Frank Sampsell
Trial Court Support Services Manager
Berrien County Trial Court

Cc: Berrien County Information Systems
John Arnsten, Tyler Technologies

Investment Summary

St. Joseph County, MI Proposal



Cost Breakdown

Software (SaaS)	Annual SaaS
Enterprise Jury Manager	Included
Enterprise Juror Access	Included
Enterprise Jury Voice	Included
Hosting	Included
Subtotal	\$ 23,062
Discount	\$ 14,222
SaaS Fees	\$8,840
Difference	\$0

Services	Hours	Cost
Project Services	60.00	\$11,700
Technical Services	50.00	\$9,500
Implementation Services	44.00	\$8,140
Services	154.00	\$29,340

Recurring Services

Description	Amount
Enterprise Jury Summons (estimated at 7,000 summonses @ \$0.75/pcs)(excludes postage)	\$ 5,250
Enterprise Jury Message (10,000/year)	\$ 1,300
Source List Update - per instance	\$ 4,000
Total Recurring Services	\$10,550
	\$ 19,390



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc., and Client.

WHEREAS, Client and Tyler (as successor-in-interest to Courthouse Technologies, Ltd.) are parties to a prior agreement with an effective date of May 6, 2015, as amended ("Original Agreement"); and

WHEREAS, Client and Tyler desire to replace the Original Agreement with updated terms to reflect the ongoing nature of their relationship, and to migrate Client to Tyler's new jury product in accordance with Tyler's evergreen philosophy, under the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **Agreement** means this Software as a Service Agreement.
- **Business Travel Policy** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **Client** means St. Joseph County Circuit Court, Michigan.
- **Data** means your data necessary to utilize the Tyler Software.
- **Data Storage Capacity** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **Defect** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **Developer** means a third party who owns the intellectual property rights to Third Party Software.
- **Documentation** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **Effective Date** means the last signature date set forth in the signature block.
- **Force Majeure** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **Investment Summary** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **Invoicing and Payment Policy** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.

- **Initial Term and Renewal Term** have the meanings set forth in Section F(1) “Term and Termination” herein.
- **SaaS Fees** means the fees for the SaaS Services identified in the Investment Summary.
- **SaaS Services** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **SLA** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **Statement of Work** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **Support Call Process** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **Third Party Terms** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **Third Party Hardware** means the third-party hardware, if any, identified in the Investment Summary.
- **Third Party Products** means the Third Party Software and Third Party Hardware.
- **Third Party SaaS Services** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **Third Party Software** means the third-party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **Tyler** means Tyler Technologies, Inc., a Delaware corporation.
- **Tyler Software** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **we, us, our** and similar terms mean Tyler.
- **you** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Termination of Original Agreement**. When Tyler makes the Tyler Software set forth in the Investment Summary and licensed pursuant to this Agreement available to the Client for use in live production, the Original Agreement will terminate by mutual agreement of the parties, as will Tyler’s maintenance, support, and/or update obligations for the software included therein.
2. **Rights Granted**. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations, and we

will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8) "Maintenance and Support".

3. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy.
4. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. We reserve all rights not expressly granted to you in this Agreement. Without limiting the generality of the preceding, we retain all right, title, and interest in and to the Tyler Software, including without limitation, all software used to provide the Tyler Software and all Tyler logos and trademarks reproduced through the Tyler Software, as well as any copyright or other intellectual property rights in and to the Tyler Software.
 - 3.2 You do not acquire under this Agreement any rights to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.4 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
5. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
6. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8) "Maintenance and Support", below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.
7. SaaS Services.
 - 6.1 If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center upon execution of a mutually agreeable Non-Disclosure

Agreement ("NDA"). Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

- 6.2 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.3 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 6.4 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data.
- 6.5 We provide secure data transmission paths from each of your workstations to our servers.
- 6.6 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
8. Maintenance and Support.
 - 8.1 For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); and
 - 8.1.2 provide support during our established support hours; and
 - 8.1.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services; and
 - 8.1.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect.
 - 8.2 For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.

- 3.1 We are authorized by each Developer to grant access to the Third Party Software.
- 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2) "Invoice Disputes".
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, and you do not rectify that failure within a commercially reasonable timeframe after we have notified you of it, then we may demand immediate full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement shall commence on March 1, 2025 and continue for a period of three (3) years (the "*Initial Term*"), unless earlier terminated as set forth below. Upon expiration of the Initial Term, this Agreement will renew automatically for additional one (1) year renewal terms (each a "*Renewal Term*") at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate upon the termination or expiration of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of

termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2) "Invoice Disputes".

- 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you do not cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3) "Dispute Resolution". You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3) "Dispute Resolution".
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend and indemnify you and your agents, officials, and employees from and against any third-party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the

right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend and indemnify you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1) "TERM", TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THIS SECTION G(4) "LIMITATION OF LIABILITY" AND SECTION G(5) "EXCLUSION OF CERTAIN DAMAGES" SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) "INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION" AND G(2) "GENERAL INDEMNIFICATION".

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Tyler Software, Products, and Services. You may purchase additional Tyler Software, products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height,

weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either you or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect on the terms of this Agreement and the terms and conditions of this Agreement shall control over any terms and conditions contained in a purchase order or similar document submitted by you. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. Additionally, any provision of this Agreement is found by a proper authority to be unenforceable, illegal, or invalid, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or

modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of

your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>, and to applicable provisions found in the current Twilio Terms of Service, available at <https://www.twilio.com/legal/tos>. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user’s failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Statement of Work

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IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

St. Joseph County Circuit Court, MI

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

St. Joseph County Circuit Court
125 W. Main St.
Centreville, MI 49032
Attention: _____

With a copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department



EXHIBIT A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Software Payments					
Annual SaaS Fee Payments	Year 1	Year 2	Year 3	Year 4	Year 5
Annual SaaS Fee Payments	\$34,855	\$36,598	\$38,647	\$40,580	\$42,609
Early Adopter Discount	-\$20,715	-\$17,484	-\$14,311	-\$11,115	-\$7,938
Total Annual SaaS Fee Payments	\$14,140	\$19,114	\$24,336	\$29,465	\$34,671
Annual Transaction Based Services Costs	Year 1	Year 2	Year 3	Year 4	Year 5
Enterprise Jury Summons -Transaction Based Services	0.75/pcs	0.80/pcs	0.90/pcs	1.00/pcs	1.08/pcs
Total Annual Transaction Based Services Cost Payment:	\$0.75/pcs	\$0.80/pcs	\$0.90/pcs	\$1.00/pcs	\$1.08/pcs
Software					
Enterprise Jury Software (SaaS)	Annual SaaS Fee				
Enterprise Jury Manager Suite	\$34,855				
Enterprise Jury Manager	Included				
Enterprise Juror Access	Included				
Enterprise Jury Voice	Included				
Enterprise Jury Text Messaging (10,000 SMS/year) *	Included				
Annual Source List Update - Per Instance **	Included				
	Sub-Total Annual SaaS Fee (Year 1)				\$34,855
	Early Adopter Discount				-\$20,715
	Total Annual SaaS Fee (Year 1)				\$14,140
Transaction Based Services	Cost				
Enterprise Jury Summons (estimated 7,000 summonses)(excludes postage)***	\$0.75/pcs				
Implementation Service					
Professional Services (Fixed Cost)	Cost				
Project Management	\$11,700				
Deployment	\$3,700				
Customization	\$2,100				
Setup, Configuration & Consulting	\$1,850				
Training / Go-Live Assistance	\$6,290				
	Total Professional Services Cost				\$25,640
Travel Expenses					
Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.					
NOTES:					
* If Client exceeds the stated maximum number of text messages per year (via SMS), Client will pay \$0.14/text and will be billed monthly in arrears. 1 text message = 1 Twilio segment.					
** One Source List Update included with the Annual SaaS Fees. Additional Source List Updates will be billed \$4,000 upon delivery of each instance of services performed.					
*** Enterprise Jury Summons pricing is based on an estimated 7,000 summonses annually. Excludes Postage.					



EXHIBIT B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the Initial Term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the Initial Term are set forth in the Investment Summary. Your annual SaaS fees during any Renewal Term will be at our then-current rates; provided, however, that SaaS fees for Years 4 and 5 shall be at the rates set forth in the Investment Summary. As of the commencement of the Initial Term, no further fees shall be due pursuant to the Original Agreement.
2. **Credit for Prepaid Fees.** Client will receive a credit for any prepaid but unused fees payable under the Original Agreement as of the commencement of the Initial Term.
3. **Professional Services.** Implementation and other professional services (including training) are invoiced in full upon the completion of training.
4. **Transaction-Based Services Fees.** Subject to any additional adjustments set forth below, Transaction-Based Services fees for the Initial Term and Years 4-5 shall be at the rates set forth in the Investment Summary, and subsequent Transaction-Based Services fees shall be at our then-current rates. The following service-specific payment terms shall also apply:

Enterprise Jury Summons. Fees for the Jury Summons services, at the rate set forth in the Investment Summary, shall be invoiced monthly in arrears based on the number of summonses produced each month. The per summons fee is based on the estimated annual summons or questionnaire production as set forth in the Investment Summary. Should the number of documents actually produced annually with Summons change from the estimated amount, the per summons fee is subject to an annual readjustment to Tyler's then-current rates for the actual annual volume, effective for the next annual term. In the event that Tyler's costs for providing the Summons services increase as a result of price increases by a third-party provider utilized by Tyler, Tyler may increase the Summons fees by giving you sixty (60) days' advance written notice.

5. **Third Party Products** (if applicable).

5.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

5.2 *Third Party Software Maintenance*: The first-year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

5.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

5.4 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

6. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



EXHIBIT B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the

current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch, and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



EXHIBIT C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



EXHIBIT C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience*:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

** Support Resources may be limited for certain applications.*

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



EXHIBIT D
Statement of Work for
Implementation of Enterprise Jury Manager,
Browser-based Jury Management System
SaaS Implementation
In St. Joseph County, MI

Tyler Technologies will implement Enterprise Jury Manager in St. Joseph County, MI under the following terms.

Project Terms

Tyler will...

1. Provide a subscription to use the following Products:
 - **Enterprise Jury Manager**; web-based jury management system;
 - **Enterprise Juror Access**; interactive web response system;
 - **Enterprise Jury Voice**; interactive voice response system;
2. Provide the following Recurring Services:
 - **Enterprise Jury Hosting**; hosting services for ALL products and services listed in this SOW;
 - **Enterprise Jury Message**; text-messaging service (max 10,000/year);
 - **Source List Update** whereby TYLER will merge/purge the existing source list with the new source data to be provided by the customer. The extent and degree of matching criteria used in the Source List Update will be agreed upon (and signed off) by both parties before work is performed. (Additional SLU's can be performed at an additional cost per customer's local requirements)
3. Provide the following Professional Services:
 - Provide project management services to coordinate all aspects of the project;
 - Provide a jury management consulting resource to conduct Business Requirements Review with the Client's appointed user committee to gather configuration and reporting information;
 - After the Business Requirements Review, TYLER will provide the Customer a Project Implementation Schedule (including proposed Customer timelines and deliverables in respect of the project as well as designated Customer Project Milestones) for review and comment by the Customer.
 - In the event of a failure by the Customer to meet a Milestone, which results in a delay to the Project beyond the originally agreed Project Implementation Schedule, Tyler shall be

entitled to an additional fee for each week of delay to the Project Implementation Schedule arising due to such failure based on a pro-rated weekly portion of HALF the Annual SaaS Fee.

- Provide a standard conversion of the Customer's current jury management system to Enterprise Jury Manager, to include permanent disqualified records and last reporting date;
 - Provide a jury management installation resource for the installation of Enterprise Jury Manager in a training and a production environment;
 - Provide a 2-hour, online System Administrator training session;
 - Provide 16 hours of user training session to the Customer's staff;
 - Provide training and support materials including an Administration Guide and an electronic Quick Reference Guide;
 - Provide a jury management "go-live" support resource (8 hours) during the first day that jurors report under the new system.
4. Provide the following Hosting Services:
- Provide all server operating system and database licenses required for use of Enterprise Jury Manager;
 - Install and maintain a test and production environment of Enterprise Jury Manager;
 - configure the DNS for use of hosted Enterprise Jury Manager;
 - install, configure, maintain, and support upgrade functions with Enterprise Jury Manager;
 - install, configure, maintain, and support the database used by Enterprise Jury Manager;
 - perform automated Server Patching via Microsoft Automatic Update;
 - provide installed anti-virus, anti-spam software, and port monitoring as part of the server environment as well as a secured, managed firewall;
 - guarantee the data will remain in the United States during transit and rest;
 - provide daily backups of the Enterprise Jury Manager environment
5. Migrate data from the existing Enterprise Jury Manager into the new Enterprise Jury Manager
- The following data will be migrated:
 - i. Candidate data for those that meet one or more of the following criteria:
 1. On Active pools
 2. Within the exemption period
 3. Permanently Disqualified
 4. Not a duplicate
 - ii. Jury Manager, Juror Access, and Jury Voice Settings
 - iii. Questionnaires
 - iv. Seat Charts

- v. Reports (actively used)
 - The following data will not be migrated:
 - i. Candidate History
 - ii. App History
 - iii. Canned Messages
 - iv. Unused Reports
 - v. Any other data not listed in the data to be migrated (insert reference here)
 - For imported candidates, we will create candidate history to indicate which disqualifications or summons dates were migrated over
6. Engage with the customer in beta testing the new EJM solution. The following services will be provided during the EAP testing period:
- An opportunity to regularly meet with the product team to provide direct feedback via video calls. The frequency/duration of calls would vary depending on the customer and Tyler's needs, but we will target a minimum of one session per week.
 - A regular release cycle of new software builds to allow quick iteration on feedback. The frequency of releases would depend on the product cycle, with a target of once per week.

An opportunity to provide input/feedback on enhancements to the current feature set. All feedback will be taken under advisement by the Tyler Team, and the Tyler team will determine when/if to implement received feedback;

In consideration of the above, the Customer agrees to:

- Appoint a project leader to act as the single point of contact with Tyler;
- Appoint a user committee that will participate in the Business Requirements Review. They will assist Tyler and the project leader in gathering configuration and reporting information.
- Arrange for one or more users to test and provide feedback on the new EJM during the beta testing period. Users must be able to spend at least 5 hours per week on beta-testing activities and meet at least once per week with Tyler on video calls to provide feedback.
- Appoint IT Staff who will participate in the Technical Requirements Review to ensure all local requirements for installation and implementation of Enterprise Jury Manager are detailed;
- Provide a single point of contact as Tier 1 support for any software support issues or questions;
- Provide assistance to the Customer's IT personnel to assist with issues related to any hardware, software, or connectivity on the customer's premises;
- Provide all-hardware and software for premise connectivity;
- At the Customer's sole option, license and install the following optional Third-Party Software for use in connection with the TYLER Software:
 - Google Maps API key
- The jury management system will rely on access to the Customer's SMTP server for the purpose of sending outbound emails. The Customer agrees to provide such access and to supply

information about its SMTP server to Tyler including, but not limited to: SMTP hostname or IP address, assigned username and password, port number, and any required firewall exception(s) to facilitate access.

- Provide and purchase any required SSL certificates.
- Use the solution on equipment that meets the following minimum specifications:
 - Jury Manager (Desktop):
 - Resolution: 1440x900 (1920*1080 recommended)
 - RAM: 8GB
 - CPU: Quad-Core
 - Browser: The latest version of Microsoft Edge (Chrome-Based), Google Chrome, Firefox, or Safari
 - OS: Windows 10+, MacOS 11+
 - Jury Manager (Tablet)
 - Resolution: 1080x820
 - RAM: 3GB
 - CPU: Quad-Core
 - Browser: The latest version of Safari or Chrome
 - OS: iPad OS 15+, Android 11+, Windows 10+
 - Juror Access
 - Any modern web browser (IE11 not supported)

Completion of the Early Adopter Phase is defined as below:

- Severity Level 1 and Severity Level 2 reported issues have been resolved or the Customer and Tyler have mutually agreed to a plan to resolve the issues.
- Customer can successfully complete the following functions:
 - Create a pool of prospective jurors.
 - Qualify and process candidate requests
 - Record attendance of prospective jurors
 - Calendar cases
 - Create panel of prospective jurors (random selection or pre-create)
 - Empanel Juries
 - Attend seated jurors
 - Disburse payments to prospective jurors
 - Messaging (SMS, emails are successfully being sent)



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

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BOARD AGENDA REQUEST FORM

PROPOSED FOR BOARD MEETING OF: February 18, 2025

DEPARTMENT: COA

PREPARED BY: Pam Riley

SUBJECT: Purchase of a MOW truck

SPECIFIC ACTION REQUESTED:

Requesting approval to purchased a gently use truck and hot/cold box conversion for MOW program.

DESCRIPTION OF ACTION/BACKGROUND (dollar amount, purpose):

Expected cost \$64,000. We purchased two MOW trucks in 2024 so I wasn't anticipating the need for a truck in 2025. In January 2025 we took one of our regular MOW trucks in for an oil change and were informed that the frame was rusted out on three sides. This is a 2012 vehicle with well over 200K miles. The cost to repair the frame is about \$5000 and is not recommended.

FUNDING DETAILS (Funding Source, Budget Amount, GL #, etc.):

The COA has funding available from our fund balance.