

St. Clair County
31st Judicial Circuit Court and Probate Court

Proposal To

St. Clair County Circuit Court – Family Division
and Probate Court Employees Association

July 1, 2011 through December 31, 2012

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ARTICLE 1
AGREEMENT

1.1: This Agreement made and entered into this 1st day of July, 2011 by and between the Probate Court, St. Clair County, the 31st Judicial Circuit Court Family Division, herein termed the Employer, and the St. Clair County Board of Commissioners being the Legislative body of said Employer, and the St. Clair County Circuit Court – Family Division and Probate Court Employees Association herein termed as the Association.

This Agreement is subject to the terms of the Local Government and School District Fiscal Accountability Act, MCL 141.1501 to 141.1531, and as a result if an emergency manager is appointed he/she shall have the right to reject, modify or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

ARTICLE 2
PURPOSE AND INTENT

2.1: The general purpose of this Agreement is to set forth terms and conditions of employment, so that the parties hereto, may in an orderly fashion carry out their mutual desire to work together harmoniously and continue to maintain relations between the Employer and the Association, which will serve to the best interests of all concerned.

2.2: To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between representatives of the parties hereto at all levels and among the local Association members.

ARTICLE 3
RECOGNITION

3.1: The Association is hereby recognized by the 31st Judicial Circuit Court – Family Division, the Probate Court and the St. Clair County Board of Commissioners as exclusive representative of employees in the following classifications:

Administrative Secretary/Judicial Assignment Clerk – 31st Circuit Court
Administrative Secretary/Judicial Assignment Clerk – Probate Court
Administrative Secretary/Judicial Assignment Clerk – 31st Circuit Court Fam. Div.
Guardianship Investigator
Family Division Investigator & Liaison Service Officer
Surveillance Officer – Circuit Court Family Division
Process Server – Circuit Court Family Division

ARTICLE 4
MANAGEMENT RIGHTS

4.1: It is recognized that all rights, powers, and duties of their offices inherent therein or otherwise provided by law or Court rule are reserved and retained by the respective Judges of the Probate Court and Family Division of the Circuit Court, except only as expressly abridged in this Agreement. The control of its properties, and the maintenance of order and efficiency are solely the prerogative and responsibility of the

Court. Other rights and responsibilities not expressly abridged by this contract shall belong solely to the Court in addition to the following, and are hereby provided as illustration only and not by way of limitation:

A. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to alter or discontinue jobs, classification, or practices; the maintenance and repairs; amount and kind of supervision necessary; methods and means of operation; scheduling and establishment of hours; manpower and work sites; full control of the selection, examination, review, and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate the Probate Court and the Circuit Court Family Division.

B. Further, it is recognized that the responsibility and prerogatives of the Management of the Probate Court and Circuit Court Family Division for the selection and direction of the working forces includes but is not limited to the right to decide the number of employees, the right to hire, suspend, discipline, discharge or transfer, train or retrain; the right to decide employee's and job qualifications; to determine the times and amounts of overtime to be worked; recesses and to carry out Supreme Court directives concerning holidays; the right to make necessary rules and regulations governing employee's conduct and safety; and to relieve an employee from duty because of lack of work or other legitimate reason; all of which are vested exclusively in the Court, subject only to the provisions of this Agreement.

C. The Court's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right or preclude the Court from exercising the same in some other way not in conflict with the express provisions of this Agreement.

D. Employment with the Court and the County is "at will". Employment "at will" means that the Court and the County reserve the right, except where abridged by the expressed terms of this collective bargaining agreement or statute, to terminate an employee's employment at any time for any reason or no reason at all.

ARTICLE 5
ASSOCIATION REPRESENTATION

5.1: The Association shall be represented to the Employer by no more than two (2) representatives. The names and classifications of these employees shall be communicated in writing to the Probate Court Administrator and Human Resources Director of the County upon their selection and/or subsequent change.

5.2: The representative(s) shall be permitted to represent the employees to the Employer in matters of negotiation, grievances or concerns of the membership. No more than two (2) employees may be paid when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Association in all

other matters.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1: A grievance shall be defined as an allegation of misapplication, misinterpretation or disregard of any provision of this Agreement.

6.2: An economic grievance shall be defined as any grievance affecting the salary, compensation and/or fringe benefits of an employee, except the issue of an employee's merit step increase which shall be at the sole discretion of the Employer and exempt from the grievance procedure.

6.3: A non-economic grievance shall be defined as any grievance affecting the administrative language of this Agreement, excluding the administration of economic benefits.

6.4: An employee with an economic grievance shall within fifteen (15) calendar days from the incidence giving rise to the grievance, take the matter up with the Court Administrator and Human Resources Director. Be it provided that the grieving employee shall be entitled to representation from one of the duly designated Association Representatives.

6.5: An employee with a non-economic grievance shall within fifteen (15) calendar days from the incidence giving rise to the grievance, take the matter up with the Court Administrator. Be it provided that the grieving employee shall be entitled to representation from one of the duly designated Association Representatives.

6.6: An employee may appeal the decision of the non-economic grievance to the Presiding Circuit Court Judge of the Family Division for a final and binding decision.

ARTICLE 7
SENIORITY

7.1: An employee shall have seniority from their most recent date of full time continuous hire for the purpose of the computation of applicable fringe benefits and application of all terms and conditions provided by this Agreement.

7.2: The Employer shall provide a duly designated representative a copy of a seniority roster of all Association members within two (2) calendar weeks of receipt of a written request.

7.3: The seniority shall indicate the name, classification and seniority date of all Association members.

ARTICLE 8
LOSS OF SENIORITY

- 8.1: An employee shall lose seniority for the following reasons only:
- A. Resigns.
 - B. Employment is terminated and not reversed by the Chief Judge.
 - C. Does not return from an approved leave of absence, unless authorized in writing.
 - D. Retirement.
 - E. Absent for three (3) consecutive working days without providing notification to the supervisor. Notice will be sent to the employee's last known address. The grievance procedure shall be available to the employee provided it is initiated in the time frame set forth in Article 6 - Grievance Procedure.

ARTICLE 9
DISCHARGE AND DISCIPLINE

- 9.1: A disciplined employee shall be provided with a written notice indicating the offense and the corrective and/or disciplinary action taken.
- 9.2: It shall be the responsibility of the disciplined employee to notify the Association at the discretion of the employee.
- 9.3: The disciplined employee shall be entitled to utilize the grievance procedure to appeal a disciplinary notice. The grievance shall be file in accordance with Article 7 - Grievance Procedure.
- 9.4: In the event an Association member disciplines another Association member, a copy of the written notice shall be sent to the Court Administrator. In the event the discipline is reversed by the supervisor, the Court Administrator shall be notified.

ARTICLE 10
EMPLOYEE RECORDS REVIEW

- 10.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee personnel file.
- 10.2: The employee may inquire into disciplinary actions taken against the employee provided in the Employers record. The Employer shall provide an inventory of all disciplinary items on record, defining these actions by circumstance and date. Be it provided, however, that the employee's statutory rights to review such records are not hereby waived.
- 10.3: The employee may request to receive copies of all disciplinary actions take against the employee. The Employer shall provide copies of all such documentation at the expense of twenty-five (\$0.25) cents per copy to the employee.

ARTICLE 11
NEW CLASSIFICATIONS

11.1: The Association shall be notified in writing of a new classification within ten (10) working days of its effective date. The Association shall also be advised of the rate structure.

11.2: The Association shall, within ten (10) working days, provide written request to negotiate the rate of pay or the matter will be considered resolved.

11.3: The Court shall be entitled to appoint an employee to the new classification so long as timely notice is provided the Association, regardless of whether there is mutual agreement on the rate of pay.

ARTICLE 12
OVERTIME

12.1: Only a department head and/or supervisor may determine the need to work hours in addition to regularly scheduled hours of work. An employee may only be entitled to receive compensatory time for hours worked in addition to regularly scheduled hours of work when approved in advance by the department head and/or supervisor. Approval must be reduced to writing either before or after the hours are actually worked. The department head and/or supervisor are responsible for maintaining compensatory time records.

12.2: When overtime is necessary and required, it shall be compensated at time and one half the base rate for:

- A. All work performed beyond the normal full time workday or workweek.
- B. Reporting early or returning later to work, as determined and approved by the department head and/or supervisor but only for such hour(s) that exceeds the normal daily hours.
- C. A minimum of two (2) hours when reporting back to work.
- D. Work performed on a holiday, which shall be at double time or two (2) times the base hourly rate.

12.3 Employees, exempt from the Fair Labor Standards Act, may be granted either compensatory time or overtime pay as determined by the department head and/or supervisor, consistent with the applicable provisions of the budget. The department head and/or supervisor should determine in advance of the hours worked whether the time will be paid as overtime pay or compensatory time.

12.4: Employees, exempt from the Fair Labor Standards Act, may accrue compensatory time to a maximum of forty-five (45) hours. Upon termination of employment the employee shall be paid the accrued compensatory time at the employee's current hourly rate to a maximum of forty-five (45) hours.

12.5: The department head and/or supervisor shall endeavor to grant an employee the use of his or her accrued compensatory time when requested by the employee. The department head and/or supervisor shall be entitled to compel the employee to use accrued compensatory time as long as it remains lawful to do so.

12.6: An employee is required to complete a departmental overtime form in accordance with the policy of the department.

- A. The departmental overtime form is to be submitted to the employee's supervisor authorizing the overtime no later than the employee's next scheduled workday.
- B. The supervisor authorizing the overtime shall sign the form to verify the authorization to work the overtime.
- C. The supervisor authorizing the overtime shall submit the overtime form to the payroll delegate in a timely manner to assure overtime payment in the pay period in which it is worked but not later than the following pay period in which the overtime was worked.
- D. Overtime that is not authorized by a supervisor may not be compensated.
- E. An employee or a supervisor that fails to provide notice of authorized overtime no later than the pay period following the pay period in which it is earned shall be subject to discipline up to and including employment termination.

ARTICLE 13
ON-CALL PAY

TBD – Court's Discretion

ARTICLE 14
LEAVE OF ABSENCE

14.1: An employee may request a leave of absence for reasonable periods, not to exceed one year will be granted without loss of seniority for:

- A. Serious or critical illness of their spouse, child, or parent; or
- B. Personal illness (physical or mental);

The Court shall comply with all applicable laws in providing leaves of absence, such as but not limited to the Family and Medical Leave Act of 1993. Employee notice of their rights under the ACT and a fact sheet shall be provided in a reasonable method and manner. Leave taken under the ACT will be taken consistent with the ACT, this provision and the policy of the Court and County.

14.2: The leave of absence for personal illness shall be consistent with the provisions of Article 21 - Sick Days and Disability Insurance in order to be granted. The employee shall be required to provide medical verification by the attending physician when illness extends beyond seven (7) calendar days and at reasonable intervals as determined by the Court or County. The County shall have the right to require an employee to submit

to an examination by a physician of the County's choice provided such charges are paid by the County.

14.3: An educational leave without pay (except when required by the Court) may be granted for a reasonable interval but shall not exceed one (1) year. The leave shall be consistent with meeting the operational needs of the Court or it shall be denied.

14.4: In no case shall an employee be granted a leave greater than the length of time provided herein or their accrued seniority. In the event the employee fails to return to work the next work day following the expiration of a leave of absence, the employee shall be considered to have resigned, except as may be provided otherwise by law.

14.5: An employee shall not be entitled to return to work from a leave of absence due to personal illness without verification by the attending physician of medical recovery.

14.6: Any request for a leave of absence shall be made in writing and approval or denial shall be in writing.

14.7: The employee on leave shall be eligible to return to the position held prior to commencing the leave provided the employee is capable of performing the work.

14.8: While on a leave of absence without pay for any reason, the employee accrues no vacation time, sick days, retirement credit, or gain from any other fringe benefit. An employee on a leave of absence receiving salary continuation by way of long term disability insurance shall be considered to be on a leave with pay. An employee eligible for short term disability but with insufficient accrued days to continue salary during the first twenty (20) working days of absence shall be considered to be on a leave with pay for purposes of computing fringe benefits.

ARTICLE 15 WORKER'S COMPENSATION

15.1: All employees shall be subject to the St. Clair County's Worker's Compensation Plan.

15.2: When an employee is injured during the course of employment, the alleged injury shall be reported to a supervisor as soon as possible. The supervisor shall complete an accident report on the form provided by the County and submit it to the Human Resources Department.

15.3: In the event of an alleged injury, the supervisor shall immediately contact the Human Resources Department.

15.4: The County shall provide the employee the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury. The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal, State, local and F.I.C.A. taxes. The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

15.5: When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus normal authorized payroll deductions

to the extend of their accrued sick days.

15.6: Employees who elect not to supplement their Worker's Compensation, or who have no or insufficient sick days or who exhaust their sick days while on an injury leave, shall retain the Worker's Compensation check as directed by the County.

15.7: The employee who elects to supplement Worker's Compensation shall have one (1) sick day deducted from their accrual for each three (3) days of compensable absence.

ARTICLE 16 RETIREMENT

16.1: All full time regular employees shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan. Specific terms and conditions of retirement not herein defined are subject to the terms and conditions provided by the retirement plan custodians and shall not be subject to nor require separate approval.

16.2: The Defined Benefit Pension and the Retiree Health Care Plan are completely separate Retirement Plan programs with separately designated methods for funding set forth in this Agreement. The assets of the separate programs may be commingled for investment purposes but shall be and are separate funds for accounting and actuarial purposes.

- A. The Retirement Board shall have fiduciary responsibility for retiree pension.
- B. The County Administrator/Controller shall have fiduciary responsibility for the Retiree Health Care Trust Account.

16.3: The St. Clair County Retirement System provides eligible employees (hired before 01/01/09) with a Defined Benefit Pension Plan. A defined benefit plan is a retirement plan that establishes an annual and monthly pension amount based on an employee's years of service and final average compensation. Participation in the Defined Benefit Plan is mandatory among eligible employees as defined and set forth in 18.1. Terms and conditions of the Defined Benefit Plan are addressed in the Retirement Plan booklet. Employee and Employer contributions are as follows.

- A. The employee shall contribute five percent (5%) of his or her eligible gross bi-weekly wage.

16.4: The St. Clair County Retirement System provides eligible employees the opportunity to prefund retiree health care coverage by contributing to a Health Care Trust Account. Employee participation in the Health Care Trust Account is optional. The option is exercised upon date of eligibility to participate in the retirement plan and once exercised is irrevocable. An employee is required to complete and submit to the Human Resources Department a retiree health care prefunding election form within 30 days of adoption of the resolution by the Board of Commissioners. The employee that fails to submit a timely form shall be considered to have elected not to prefund retiree health care coverage. A description of the retiree health care coverage is provided in the Retirement Plan booklet. Eligibility for retiree health care coverage is as follows:

- A. An employee subject to the original plan must have eight (8) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.
- B. An employee subject to the modified plan must have twenty (20) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.
- C. An employee that chooses not to participate in the prefunding of retiree health care or that does not meet the actual years of service contributions stipulated in the preceding subsections A and B, shall be entitled to purchase retiree health care coverage based on the following conditions:
 - i. The full time employee shall have eleven (11) or more actual years of service contributions to the Retirement Plan.
 - ii. The employee, as a retiree, shall be required to pay the entire premium cost determined by the County on a month-to-month basis as a deduction from his or her monthly pension payment.
 - iii. The employee with contributions in the Health Care Trust Account shall be entitled to pay the health care premium costs from his or her contributions. When contributions are depleted the retiree shall be subject to the preceding [ii].
 - iv. The employee, upon making an application for retirement, must choose to purchase or not purchase health care coverage. The employee, as a retiree, may not choose to purchase health care at a later time. In other words, the employee, as a retiree, must participate in the purchase of health care coverage upon initial retirement or he or she shall be forever ineligible for health care coverage.
 - v. The employee, as a retiree, shall not be entitled to purchase health care coverage intermittently from the Retirement Plan. Failure to pay the monthly premium, whether intentionally or unintentionally disqualifies the retiree for health care coverage. In other words, the retiree shall not be entitled to discontinue and later re-enroll for health care coverage.

16.5: Contributions to the Retiree Health Care Trust Account shall be calculated on the first \$50,000 of an employee's eligible wages as defined in this article. This amount may be adjusted annually in proportion to the average annual employee percentage wage adjustment. The contribution of employees hired before January 1, 2009 shall be as follows:

<u>Effective Date</u>	<u>Employee Contribution</u>
01/01/09	0.5%
07/01/09	1.0%
01/01/10	1.5%
07/01/10	2.0%
01/01/11	2.5%

16.6: Employees hired before January 1, 2009 with sufficient years of service and age to retire by December 31, 2011 shall be entitled to select the following contribution option.

- A. The employee shall contribute five percent (5%) of his or her eligible bi-weekly wage as defined in 18. 3:A. The employee contribution shall be attributed to pension.
- B. The County shall contribute thirteen percent (13%) of the employee's eligible bi-weekly wage. The County's contribution shall be attributed to both pension and health care, as annually adopted by the Board of Commissioners.
- C. In selecting this option the employee agrees to and shall retire on or before December 31, 2011 and shall sign a waiver stating such. By doing so, they are not obligated to pay the contributions outlined in 18.5.
- D. In selecting this option the employee must complete and sign a retirement application form designating a retirement date no later than December 31, 2011. The employee shall also sign a form that authorizes the County to deduct from the employee's pay an amount that equals the health care contributions stipulated in 18.5 of this article to be paid by the employee who fails to retire on or before December 31, 2011. The employee that fails to timely complete and submit both forms shall not be entitled to this contribution option.
- E. The employee that fails to retire or otherwise leave employment no later than December 31, 2011 shall be required to pay an amount equal the contributions that otherwise would have been made to the Health Care Trust Account. Contributions due shall be made by payroll and/or in a lump sum at the employee's discretion but shall be paid in full within ninety (90) calendar days after December 31, 2011 or the employee will be subject to pay one percent (1%) daily compounded interest.

16.8: An employee shall have the option to contribute to a 457 Deferred Compensation Plan rather than contribute to the Retiree Health Care Trust Fund Account. An employee who contributes to the 457 Deferred Compensation Plan shall not be entitled to retiree health care paid by the Retirement System upon retirement. Terms and conditions of the 457 Deferred Compensation Plan are as follows:

- A. Effective upon the earliest possible date following approval of the resolution by the Board of Commissioners, the employee shall be entitled to select one of the following contribution options to be matched by the County.

<u>Employee Contribution</u>	<u>County Contribution</u>
1.0%	0.5%
2.0%	1.0%
3.0%	1.5%
4.0%	2.0%
5.0%	2.5%

- B. "ALL CONTRIBUTIONS" to the 457 Deferred Compensation Plan shall mean the contributions of the employee and the County. Contributions shall mean all contributions except as otherwise defined.

- C. Upon retirement the employee may at his or her election use contributions to the 457 Deferred Compensation Plan to purchase retiree health care from the Retirement System provided the employee has a minimum of eleven (11) or more years of contributed service in the Retirement System.
- D. An employee must elect or not elect to contribute to the 457 Deferred Compensation Plan upon full time regular employment with the County. The election once executed is irrevocable. Employees wishing to adjust their employee contribution elected amount, may do so in accordance with the terms of the 457 Plan and applicable County policy.
- E. An employee shall not be entitled to contribute to the Retiree Health Care Trust Fund Account and the 457 Deferred Compensation Plan at the same time. An employee shall have the option to contribute to a 457 Deferred Compensation Plan account rather than contribute to the Retiree Health Care Trust Fund Account. An employee that contributes to the 457 Deferred Compensation Plan shall not be entitled to retiree health care paid by the Retirement System upon retirement.
- F. All contributions in the 457 Deferred Compensation Plan are immediately fully vested.

16.9: An employee subject to the Original Retirement Plan shall mean the plan in effect prior to January 1, 1993. The Original Retirement Plan shall continue to provide an annual multiplier of two percent (2%) accumulating to a maximum of seventy-five percent (75%) at thirty-seven and one-half (37-1/2) years. An employee subject to the Original Retirement Plan shall be eligible for health care upon eligibility to receive a pension.

16.10: The County shall notify the Union no less than thirty (30) calendar days in advance of any proposal to change retiree health care affecting a member or former member of the bargaining unit. The County agrees to meet with the Union to discuss the proposed changes. The Union may request to bargain the proposed changes to the extent that it may impact former bargaining unit members who retired during the term of the collective bargaining agreement in affect at the time of the proposed changes. The Union shall have no standing or authority to bargain changes that affect a former member who retired prior to the collective bargaining agreement in affect at the time of the proposed change.

16.11: An employee subject to the Modified Retirement Plan shall mean the plan adopted effective January 1, 1993 with a graduated multiplier as follows:

<u>Years of Service</u>	<u>Annual Multiplier</u>
1 through 10	1.75% - accumulative
11 through 19	2.00% - accumulative
20 through 24	2.00% - retroactive
25 and above	2.40% - retroactive

The employee subject to the Modified Retirement Plan shall be eligible for health care upon attaining twenty (20) actual years of service. Years of actual service shall mean that period of time employed and contributing, including repayment of previous employment credit, to the St. Clair County Employee Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

16.12: An employee subject to either the Original Retirement Plan or Modified Retirement Plan shall have their pension benefit computed on the base salary, and where applicable service recognition, and shall not include compensation from the following:

- A. Overtime or compensatory time payoff.
- B. Vacation accrual payoff upon separation from employment.
- C. Sick day accrual payoff upon separation from employment.
- D. Compensation paid as an allowance, reimbursement or premium.

Final average compensation (FAC) is computed on the best three (3) of the last ten (10) years of service effective January 1, 2005.

16.13: An employee shall be eligible upon satisfying one of the following three criteria (in accordance with the Employees' Retirement System Ordinance):

- A. The employee has attained the age of fifty-five (55) years and has twenty-five (25) or more years of credited service.
- B. The employee has attained the age of sixty (60) years and has eight (8) years or more years of credited service.
- C. The employee's combined years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) years of actual service.

Years of actual service shall mean that period of time employed and contributing to the St. Clair County Employee Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or purchase of military service time.

16.14: An employee shall only be entitled to withdraw his or her contributions to the Defined Benefit Plan upon termination of employment.

- A. An employee is not required to withdraw his or her contributions upon termination of employment.
- B. Contributions left in the plan are deferred until such time as the former employee is eligible to receive a pension.
- C. The employee that withdraws his or her contributions shall terminate all right to receive a pension benefit from the plan.

- D. The employee that withdraws his or her contributions shall be entitled to a rate of interest on the contributions determined by the Retirement Board which shall be consistent with the interest rate attributed to all employee accounts regardless of union affiliation.

16.15: An employee shall only be entitled to withdraw his or her contributions to the Health Care Trust Account upon termination of employment.

- A. An employee is not required to withdraw his or her contributions upon termination of employment.
- B. Contributions left in the plan are deferred until such time as when the former employee shall be entitled to a retirement pension.
- C. The employee that leaves his or her contributions in the Health Care Plan Trust Account shall only be entitled to health care coverage in conjunction with receiving a pension.
- D. The employee that withdraws his or her contributions shall terminate all right to receive health care coverage from the plan at no premium cost to the retiree. The employee shall be allowed to withdraw only his or her contributions plus interest/yield up to 2% if there were earnings.
- E. The employee that leaves his or her contributions in the Health Care Trust Account but who has insufficient actual years of services to qualify for coverage shall be entitled to purchase coverage when meeting all the conditions stipulated in 18. 4 of this article.

16.16: Employees hired on or after January 1, 2009 shall not be eligible to participate in the County Defined Benefit Plan or the Retiree Health Care Plan.

As of January 1, 2009, all newly hired regular full time employees shall be eligible to participate in a Defined Contribution Plan. The Defined Contribution Plan has distinct differences from the Defined Benefit Retirement Plan: there is no guarantee of a specific benefit, only what the employee decides to withdraw upon termination from employment; the employee chooses how to direct his or her investment. The employee should fund this plan with the goal to cover both pension and retiree healthcare needs. The benefit is portable.

Participation in the new Plan is voluntary for eligible full time regular employees. Terms and conditions of the new Plan are as follows:

The employee may contribute up to a maximum of 8% of total wages through payroll deduction each pay period. Wages is defined as W-2 compensation less fringe benefits, bonuses, overtime, off schedule payments and longevity, etc. Employees wishing to adjust their employee contribution election amount, may do so in accordance with the terms of the 457 Plan and applicable County policy.

The County will match the employee contribution dollar for dollar up to a maximum of 8% of total wages.

- A. The minimum employee contribution rate is one (1) percent.

- B. An employee shall be entitled to select one of the following contribution options to be matched by the County:

<u>Employee Contribution</u>	<u>County Contribution</u>
1.0%	1.0%
2.0%	2.0%
3.0%	3.0%
4.0%	4.0%
5.0%	5.0%
6.0%	6.0%
7.0%	7.0%
8.0%	8.0%

- C. An employee is not required to withdraw his or her contributions upon termination of employment.

- D. Upon separation of County employment, the County match is subject to forfeiture by the employee based on a 5 year graded vesting schedule:

<u>Years of Service</u>	<u>Vesting Amount</u>
1 year of service	20%
2 years of service	40%
3 years of service	60%
4 years of service	80%
5 years of service	100%

For example: if an employee participating in the Defined Contribution Plan terminates employment with two (2) years of service, the employee would receive 40% of the County match. The remaining 60% would be forfeited and used to reduce future County match obligations to other participants.

Retirement age: Age 65 or the age at which Participants have the right to retire and receive, under the basic defined benefit pension plan of the employer, immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age.

ARTICLE 17
HEALTH, LIFE AND DENTAL CARE

17.1: Effective January 1, 2012 each full time employee shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 8

Annual Deductible:
\$500 – Employee
\$1,000 – Family

Annual Co-Pays:

- 80% - Plan Approved Charges
- 20% - Employee

Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Services):

- \$3,000 – Employee
- \$6,000 - Family

- \$20 Office Visit Co-Pay
- \$20 Chiropractic Co-Pay

Prescription Drug Rider Deductibles

- \$15.00 - Generic Prescription Drugs
- \$30.00 - Brand Name Prescription Drugs
- \$45.00 – Non-Preferred Prescription Drugs

MOPD - Mail Order Prescription Drugs requires a single co-pay for 90 day supply via mail or retail.

Unlimited Annual In Network Preventative Services

VCA 80 – Vision Rider

HCA – Hearing Care

The Employer shall pay the cost of premiums of full time regular employees with the following exceptions:

- A. Effective upon ratification and thereafter, all participating regularly scheduled full time employees shall pay an employee premium cost coshare amount equal to 7% of the County’s illustrated rate:

2011 Annual Illustrated Rates

Single	\$ 5,048.52/annual
Two Person	\$12,116.52/annual
Family	14,640.84/annual

2011 Employee Premium Coshare

Single	\$ 353.40/annual (\$13.60/per pay period)
Two Person	\$ 848.16/annual (\$32.63/per pay period)
Family	1,024.86/annual (\$39.43/per pay period)

Employee premium cost coshare amounts will be held in abeyance until 6 months after contract expiration. If no new agreement is reached concerning such contributions they shall be activated. If such contributions are reactivated they will be at the contribution levels which exist at the time they are reinstated.

17.2: Full time employees eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:

NON-PARTICIPATION COMPENSATION

- \$ 650 - One Person subscriber
- \$1100 - Two Person subscriber
- \$1350 - Family Plan subscriber

Payment shall be made in equal bi-weekly installments. The employee may elect the compensation through deferred compensation or individual flexible spending account. The employee shall have sole responsibility to apply for deferred compensation, which shall be consistent with all terms and conditions of deferred compensation.

17.3: The County shall have authority to select the health care provider provided such coverage is substantially equivalent.

17.4: The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing.

A. CORE PLAN

- Plan 100 50/50 to an annual maximum of \$1,000 per individual per year.
- Orthodontia Plan 50/50 to a lifetime maximum of \$1500 of \$3000 per individual.

B. OPTION I

- \$200 to a flexible reimbursement account.

C. OPTION II

- \$150 cash rebate.

17.5: In order to acquire and maintain health and/or dental benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the plan provider.

17.6: An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs.

17.7: On an approved leave of absence without pay, the employee may continue plan payment within the provision of the plan provider policy or forfeit plan eligibility and coverage.

17.8 Full time employees shall be entitled to contribute pretax dollars to a flexible spending account for uninsured health care and/or dependent care, in accordance with the policy established by the County and the Plan Administrator.

17.9: The Employer will provide the following group life insurance plan for qualified insurance employees as the core option:

<u>Salary</u>	<u>Life Insurance Amount</u>
\$24,999 or less	\$20,000
\$25,000 to \$30,999	\$30,000
\$31,000 to \$39,999	\$40,000
\$40,000 or more	\$50,000

A. OPTION I

- The eligible employee may purchase an additional amount equal to the core at the Employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

B. OPTION II

- The eligible employee may purchase an amount equal to twice the core at the Employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

17.10: Employees of the County, that have a spouse working for or retired from the County or County agency, shall not be eligible for dual County health insurance, dental or other insurance coverages as both a sponsor and a dependent for any insurance coverage under this Agreement. The County shall in no instance be required to provide dual coverage. Should an employee have a qualifying event and lose coverage, they would become eligible to re-enroll in the active or retiree health insurance plan.

17.11: Employees of the County, that have a spouse working for or retired from the County or County agency, shall not be eligible to participate in the Opt Out plan option as both a dependent for any insurance coverage under this Agreement and as an Opt Out participant.

ARTICLE 18
SERVICE RECOGNITION

18.1: Full time employees hired before January 1, 1987 in a regular full time capacity shall be eligible for a lump sum payment in recognition of their years of continual service in accordance with the following schedule:

Maximum payment shall not exceed the annual base salary of:

<u>Years Of</u> <u>Service</u>	<u>% Of Base</u> <u>Salary</u>	<u>\$25,000</u> <u>Or</u> <u>Less</u>	<u>\$25,001</u> <u>To</u> <u>\$35,000</u>	<u>\$35,001</u> <u>And</u> <u>Over</u>
15 – 19	6%	\$ 1,200	\$ 1,800	\$ 2,400
20 – 24	8%	\$ 1,600	\$ 2,400	\$ 3,200
25+	10%	\$ 2,000	\$ 3,000	\$ 4,000

18.2: Employees who satisfy the minimal requirements each year shall be paid a single lump sum the first full pay period following the date of their anniversary of full time employment.

18.3: Employees shall be entitled to a prorated lump sum payment in the event of their honorable employment termination, retirement or death in service.

ARTICLE 19
SICK DAYS AND DISABILITY INSURANCE

19.1 Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary of full time employment to be used for the purposes provided by these policies. Any sick time use other than provided by this policy shall be considered a misuse and an abuse and will subject the employee to discipline up to and including employment termination.

19.2: Full time regular employees shall be entitled to accrue sick time to a maximum of forty (40) working days.

19.3: An employee shall be eligible to use sick time, upon satisfactory completion of the orientation period, for personal illness or serious or critical illness to their spouse, parent or child, subject to the approval of their department head and/or supervisor. The employee may be required to provide proof of illness of their spouse, parent or child and/or death of immediate family member.

19.4: An employee shall not be entitled to use more sick time than has been accrued nor permitted to borrow against the future credit of sick time.

19.5: When an employee's illness or physical condition raises the question of fitness to perform normal duties, or if the employee exhibits questionable attendance, the department head and/or supervisor may require the employee to submit to a physical examination at the expense of the County.

19.6: An employee who uses two (2) sick days in a thirty (30) calendar day period or four (4) days in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness may be placed on "proof required status" as determined by the department head and/or supervisor. Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick time pay. The employee shall be on proof required status for six (6) calendar months. The employee who fails to provide appropriate medical verification shall not only be denied sick time compensation, but shall be subject to discipline.

19.7: Sick time, when authorized, shall be taken in place of normally scheduled workdays, excluding holidays.

19.8: The employee must promptly notify his or her department head and/or supervisor of their absence or be subject to discipline. Promptly shall mean prior to or at the beginning of the employee's regular scheduled workday.

19.9: The department head and/or supervisor shall have the discretion to determine the extent to which an employee may use sick time for doctor or dentist office visits.

19.10: An employee shall be eligible for salary continuation when a non-work related illness or injury extends beyond twenty (20) consecutive workdays. Compensation shall commence the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled employee's normal base pay before all payroll deductions including taxes and F.I.C.A. Salary continuation is for a maximum period of six (6) months contingent upon continuing disability. Verification of a continuing medical disability is required by the County in order to provide salary continuation. Salary continuation shall be reduced by any compensation from the County's Retirement Plan, and/or Social Security.

19.11: The County shall provide the disabled employee salary continuation from the twenty-first (21st) workday to the one hundred and eightieth (180th) calendar day from the first day of disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of some of the fringe benefits enjoyed immediately prior to disability as reflected below.

- A. The employee will continue to accrue vacation and sick time.
- B. The employee's compensation will include his or her contribution to the retirement system, which provides credit toward the annual multiplier. The County will contribute its portion of the employee's compensation into the retirement system.
- C. The employee will continue to receive health and dental care and life insurance, under the same terms and conditions in affect prior to commencing leave.
- D. The employee eligible for Service Recognition shall receive compensation as though actively scheduled to work.
- E. The employee shall not be entitled to paid Holidays.

19.12: Fringe benefits based on a percentage of salary, such as retirement, shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

19.13: The disabled employee may be ineligible for salary continuation for refusing to accept an offer of work in a reasonably equivalent classification to the classification held at the time of disability. Reasonable equivalent shall mean duties within the scope of the employee's skills, abilities and education, as well as, wages within fifteen percent (15%) of the employee's pay at the time of disability.

19.14: Commencing the one hundred and eighty-first (181st) calendar day salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions:

- A. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty percent (50%) of the premium costs.
- B. An employee purchasing dental care coverage shall continue to pay one hundred (100%) of the premium cost as COBRA.

- C. Upon completion of one (1) year of absence County employment will terminate as voluntary and the former employee will be notified of his or her COBRA rights.

19.15: Nothing shall prohibit the County from offering the employee a redemption in lieu of salary continuation. Be it provided, however, that the employee shall have sole responsibility to accept or reject a redemptive offer.

19.16: During the first six (6) months of absence the employee shall be eligible to supplement disability compensation with vacation, sick time or compensatory time on a ratio of one (1) day or one (1) hour to each three (3) days or three (3) hours of absence in order to remain at full normal gross salary. Disability compensation may only be supplemented as follows:

- A. The employee must supplement from the first day of receiving salary continuation or he or she shall not be eligible to supplement.
- B. Sick time must be supplemented until exhausted followed by compensatory time and then by vacation time.
- C. Supplementing must be continuous. An employee will not be entitled to supplement intermittently.
- D. Sick time and/or vacation time that accrues or is credited during the employee's leave may only be used to supplement disability compensation when the supplementing is continuous which means it occurs without a break in supplementing.

19.17: An employee on an approved disability leave using sick time, salary continuation or disability insurance shall be subject to the applicable provisions of Leave of Absence.

19.18: Upon termination of employment, an employee with a balance of accrued sick time shall be entitled to receive compensation to a maximum accrual of thirty (30) sick days based upon the following graduated schedule of months of service.

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 to 60	50%
61 to 72	60%
73 to 84	70%
85 or more	80%

ARTICLE 20
BEREAVEMENT LEAVE

The employee shall also be allowed bereavement leave days in the event of a death of family members and relatives as follows:

- Up to five (5) working days with pay for: Spouse, Child, Step Child, Mother or Father.

- Up to three (3) working days with pay with up to two (2) additional days with pay to be deducted from sick days for: Brother or Sister
- Up to three (3) working days with pay to be deducted from sick days for: Step-Parent, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Brother-In-Law, Sister-In-Law, Grand Parent, Grand Child, Step Sibling, Step Grand Child, Legal Guardianship/Dependent
- One (1) workday with pay to be deducted from sick days for: Spouse Stepparent, Spouse Son-In-Law or Daughter-In-Law, Spouse Grand Parent, Spouse Grand Child, Spouse Step Sibling, Spouse Brother-In-Law or Sister-In-Law, Aunt or Uncle, Niece or Nephew.

The employee shall be required to provide proof of death of a family member or relative.

One (1) additional day may be granted, to be deducted from the employee's vacation accumulation, in the event a funeral is two hundred and fifty (250) or more miles from the employee's residence.

ARTICLE 21
VACATIONS

21.1: All full time regular employees shall be entitled to vacations according to the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Days</u>
6 Months	5
1	5
18 Months	5
2	5
3 – 4	10
5 – 9	17
10 – 14	20
15 – 19	23
20 – 24	25
25+	30

21.2: The full time allocation of days according to the above schedule shall be credited to the employee upon each anniversary of full time employment with the County. An employees transitioning from a different vacation plan schedule shall be placed on the years of service level that equals the number of days enjoyed under the previous vacation schedule. If there is no equal vacation schedule, the employee shall be placed on the next higher schedule. In no event shall an employee be forced to receive a reduction in annual vacation days. The employee shall remain at the years of service level until his or her actual years of service exceed the level where placed.

21.3: Classifications that require education of a bachelor's degree or greater shall be considered a professional position. The department head and/or supervisor shall have authority to place a newly hired professional on the vacation schedule up to but not greater than the 5 – 9 year level, which represents 17 calendar days. The employee

shall not be entitled to advance through the vacation schedule until actual years of service coincide with the schedule thereafter.

21.4: Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

21.5: An employee shall be entitled to carry forward from the previous year's accrual as many days that when added to the anniversary credit does not exceed thirty-five (35) days. In other words, an employee shall not be entitled to maintain an accrual of more than thirty-five (35) days at any time.

21.6: Vacation days must have the prior approval of the department head and/or supervisor to be used. Approval shall be contingent upon meeting the operational needs of the department but approval shall not be unreasonably withheld. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous.

21.7: A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

21.8: Upon termination, retirement or death, the employee or beneficiary or the employee's estate shall be paid the total accrued unused vacation days and a prorated payoff of vacation time from their date of separation retroactive to the employee's last anniversary of employment. Be it provided, however, that such payoff of unused days shall not exceed thirty-five (35) days of pay.

21.9: Upon attaining twenty (20) years of service an employee may elect to have the monetary value of five (5) vacation days deducted from his or her annual credit and attributed to his or her deferred compensation or flexible spending account.

Upon attaining twenty-five (25) years of service an employee may elect to have the monetary value of five (5) or ten (10) vacation days deducted from his or her annual credit and attributed to his or her deferred compensation or flexible spending account.

The election shall be made from a form available on-line or from the Human Resources Department at least two pay periods in advance of the pay period in which the employee's anniversary of full time regular employment occurs.

ARTICLE 22 HOLIDAYS

22.1: Full time regular employees are entitled to the Holiday schedule established by the State Supreme Court Administrator's Office and any additional holidays that may be determined by the St. Clair County Board of Commissioners.

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September
Veteran's Day	November 10

Thanksgiving Day	Last Thursday of November
Friday Following Thanksgiving Day	
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

22.2: When a holiday falls on a Saturday it shall be celebrated on the preceding Friday. When a holiday falls on a Sunday, it shall be celebrated on the following Monday. A department with operating hours on a Saturday or Sunday shall celebrate the holiday on the actual day it occurs except for employees who are regularly scheduled to work Monday through Friday. Employees who work Monday through Friday shall celebrate the holiday on either the preceding Friday or the following Monday.

22.3: To be eligible for holiday pay, the employee must work the day before and after the holiday unless such absence is authorized. Only the department head and/or supervisor are authorized to approve an absence. The absence may be paid or unpaid except when the holiday occurs during an employee's leave of absence without pay. An employee on a leave of absence without pay is not entitled to holiday pay.

ARTICLE 23
SEVERANCE PAY

23.1: Members of the Association are employed-at-will which means his or her employment maybe terminated at anytime for no reason or without cause. An employee separated from employment "without cause" is entitled to salary continuation as reflected on the table below. If the employee participates in the County health care plan, he or she is entitled to the continuation of health care coverage during the period salary is continued.

-----Weeks of Compensation-----				
Years of <u>Service</u>	<u>Department</u> <u>Head</u>	<u>Professional</u> <u>Supervisor</u>	<u>Technical</u>	<u>Clerical</u>
5-9	6	4	2	1
10-14	8	6	4	2
15-19	10	8	6	3
20+	12	10	8	4

23.3: An employee separated from employment for gross misconduct is discharged for "just cause" and is not entitled to salary continuation or health care continuation upon separation of employment.

23.4: All accrued compensatory time, sick time and vacation time shall be paid in full to the employee no later than the pay period following his or her separation of employment. Payment in full shall mean the proration of vacation accrual and/or service recognition if either is applicable.

23.5: A former employee shall accrue no benefits during the severance period such as by way of example the accrual of sick time, vacation time, holiday pay and/or retirement credit. Nor shall the employee be entitled to any benefit from a fully insured or self insured plan such as by way of example, life insurance or disability insurance.

23.6: The employee may be required to sign a severance agreement in order to receive salary continuation and health care coverage continuation. A severance agreement is typically specific to the circumstances, persons and situation of the employment separation. A severance agreement will typically outline the terms and conditions by which the County agrees to provide salary continuation and health care coverage continuation. The severance agreement may also outline prohibitions by which the employee must abide or be subject to pay back to the County for the amount of salary paid and the cost of health care coverage or the cost of claims incurred by the County. Such prohibitions may include such things as seeking re-employment with the County, bringing forth allegation of wrongful discharge or discrimination and/or making public certain factual or alleged representations about the County or employment with the County.

23.7: All reference to "County" in this policy statement is understood to include the local "Courts" within the jurisdiction of St. Clair County.

ARTICLE 24 JURY DUTY AND SUBPOENA AND WITNESS FEE

24.1: An employee who is called to serve as a Juror in a court within St. Clair County shall continue to receive his or her normal County pay provided the time of the jury service coincided with the employee's regularly scheduled working hours.

24.2: An employee who is called to serve on a Jury with a court outside St. Clair County will continue to receive his or her normal pay provided the jury service and/or travel time coincides with the employee's regularly scheduled working hours. In the event six (6) or more hours of jury duty and/or travel time occur immediately before or after the employee's regularly scheduled working hours, the employee shall not be required report to work that shift.

24.3: Any compensation, not including reimbursements of actual out-of-pocket expenses such as mileage reimbursement or meal allowance, paid an employee as a Juror will be surrendered to the County Treasurer.

24.4: The employee with prior approval to use vacation or compensatory time shall be entitled to keep jury duty pay. The employee shall not be entitled to keep jury duty pay when on an approved paid disability leave. The employee shall not be entitled to use a sick day for the purpose of serving on a jury. An employee who claims to be ill and unable to work but serves jury duty shall not be entitled to County pay for the day and shall be subject to discipline up to and including employment termination.

24.5: An employee who is subpoenaed to produce records or to act as a witness shall continue to receive his or her normal pay when their participation is employment related.

24.6: Any compensation, such as subpoena or witness fees, but not including reimbursement of actual personal out-of-pocket expenses, shall be surrendered to the County Treasurer.

ARTICLE 25
MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT

25.1: Mileage will be paid at the maximum IRS amount to employees required to use their privately owned vehicles when conducting County business within the County.

25.2: Court approved expenses for out-of County lodging and meals shall be reimbursed to the employee when attendance is at employment related activities.

Article 26
Wages

Effective 1/1/2011 – 0%

<u>CLASSIFICATION</u>	<u>MERIT STEP 1</u>	<u>MERIT STEP 2</u>	<u>MERIT STEP 3</u>	<u>MERIT STEP 4</u>	<u>MERIT STEP 5</u>	<u>MERIT STEP 6</u>	<u>MERIT STEP 7</u>	<u>MERIT STEP 8</u>
Administrative Secretary/Judicial Assignment Clerk	33,292	34,624	36,009	37,450	38,948	40,507	42,126	43,811
Family Division Investigator & Liaison Service Officer	37,450	38,948	40,507	42,126	43,811	45,563	47,386	49,281
Guardianship Investigator	27,364	28,458	29,596	30,780	32,011	33,292	34,624	36,009
Process Server	32,011	33,292	34,624	36,009	37,450	38,948	40,507	42,126
Surveillance Officer	25,300	26,312	37,364	28,458	29,596	30,780	32,011	33,292

Effective 1/1/2012 – 0%

<u>CLASSIFICATION</u>	<u>MERIT STEP 1</u>	<u>MERIT STEP 2</u>	<u>MERIT STEP 3</u>	<u>MERIT STEP 4</u>	<u>MERIT STEP 5</u>	<u>MERIT STEP 6</u>	<u>MERIT STEP 7</u>	<u>MERIT STEP 8</u>
Administrative Secretary/Judicial Assignment Clerk	33,292	34,624	36,009	37,450	38,948	40,507	42,126	43,811
Family Division Investigator & Liaison Service Officer	37,450	38,948	40,507	42,126	43,811	45,563	47,386	49,281
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Process Server	32,011	33,292	34,624	36,009	37,450	38,948	40,507	42,126
Surveillance Officer	25,300	26,312	37,364	28,458	29,596	30,780	32,011	33,292

ARTICLE 27
TERM OF AGREEMENT

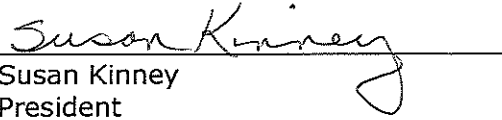
27.1: This agreement shall be in effect and become operative on July 1, 2011, and shall continue in operation and effect through December 31, 2012. If either party hereto desires to terminate, modify or amend this agreement it shall, at least ninety (90) days prior to December 31, 2012 give notice in writing to the Employer or to the Association as the case may be of its intention to modify or terminate this Agreement. If neither party shall give notice to terminate, change or modify this Agreement as provided, the Agreement shall continue in operation and effect after December 31, 2012 subject to termination or modification, thereafter by either party upon ten (10) days written notice.

27.2: Should any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency invalidates any portion of this Agreement, the entire agreement shall not be invalidated. Should any portion, by such circumstance as provided above, become invalid, either party may request and the parties shall meet to negotiate the invalidated portion.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 22nd day of June, 2011.

ST. CLAIR COUNTY CIRCUIT COURT -
FAMILY DIVISION AND PROBATE COURT
EMPLOYEES ASSOCIATION

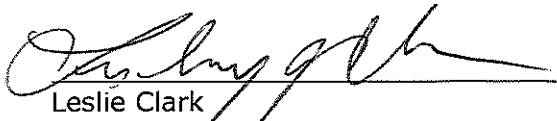
THE COUNTY OF ST. CLAIR
MICHIGAN



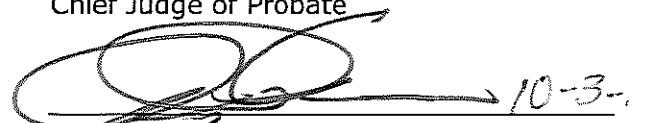
Susan Kinney
President



Elwood L. Brown
Chief Judge of Probate



Leslie Clark
Committee Person

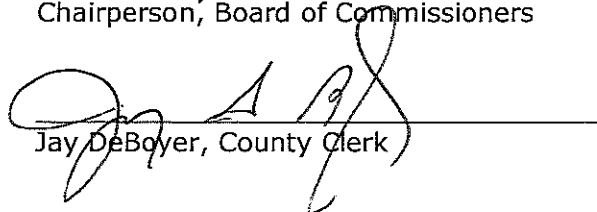


James P. Adair
Chief Judge 31st Circuit Court Family Division

PRESIDING



Jeff Bohm
Chairperson, Board of Commissioners



Jay DeBoyer, County Clerk