

**AGREEMENT**

**BETWEEN**

**31ST JUDICIAL CIRCUIT COURT  
FAMILY DIVISION**

**ST. CLAIR COUNTY**

**AND**

**31ST. JUDICIAL CIRCUIT COURT FAMILY DIVISION  
FRIEND OF COURT SUPERVISORS ASSOCIATION**

**JANUARY 1, 2012 THROUGH DECEMBER 31, 2013**

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**ARTICLE 1**  
**AGREEMENT**

1.1: This Agreement made and entered into this 1st day of January, 2012 by and between the 31st Judicial Circuit Court Family Division Friend of Court, St. Clair County, 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 Friend of Court Supervisors 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 provide a foundation for the mutual cooperation of concerns of the Friend of Court and County and the Association's individual members as policy enforcers. It is understood and agreed that the members, as Supervisors, and the Friend of Court and County have a common purpose and goal to provide progressive leadership in the management of all its resources.

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 as the exclusive representative of all full time and regular part time Friend of Court Supervisors in the following classifications with the exclusion of Friend of Court, Deputy Friend of Court, confidential Secretary, temporary employees and co-op employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions.

Accounting Supervisor / Imaging Coordinator  
Attorney Referee / Staff Attorney  
Domestic Relations Mediator  
Domestic Relations Mediator/Special Assistant  
Jail Alternative Sentencing Program Coordinator  
Judicial Service Coordinator  
Judicial Service Enforcement Specialist  
Systems Coordinator

3.2: The parties hereto agree that they shall not discriminate against any persons because of race, creed, color, national origin, age, sex, marital status or number of dependents, or handicap.

**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 Circuit Court Family Division Friend of 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 herein 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, classifications, 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 Friend of Court.
  
- B. Further, it is recognized that the responsibility and prerogatives of the management of the Friend of Court 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 decide employee's 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; 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.

**ARTICLE 5**  
**SEVERANCE PAY**

5.1: Supervisors 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 Supervisor 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.

<u>F.O.C.</u> <u>Years of</u> <u>Service</u>	<u>Weeks of</u> <u>Severance</u>
5-9	4
10-14	6
15-19	8

5.2: The Association membership and the Friend of Court agree to the "employment-at-will" of members of the Association which shall be subject to collective bargaining in the successor agreement to the January 1, 2007 to December 31, 2011 collective bargaining agreement at which time the "employment-at-will" language will be a proper matter of collective bargaining. "Employment-at-will" shall remain in affect until bargained otherwise in a successor agreement and effective upon ratification by the parties.

5.2: 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.

5.3: 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.

5.4: 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.

5.5: 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.

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

## **ARTICLE 6**

### **ASSOCIATION MEMBERSHIP**

6.1: All current Supervisors covered by this Agreement and all new employees hired after the effective date of this Agreement shall become members of the Association and pay the monthly Association dues as may be uniformly required of Association members or pay to the Association a representation fee as herein defined, effective thirty (30) days after the effective date of this Agreement or date of hire, whichever is later.

6.2: The Association must agree by majority of its membership to initiate, suspend, modify, continue, discontinue or reinstate Association dues and representation fees. The Associations dues and representation fee shall be an amount as determined by the Association and modified or otherwise adjusted from time-to-time.

6.3: For those employees for whom properly executed payroll deduction authorization forms are delivered to the Human Resources Department, the Employer will deduct Association fees or representation fees each pay period as per such authorization and shall remit to the Association any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

**ARTICLE 7**  
**DEPARTMENTAL WORK RULES AND REGULATIONS**

7.1: The Friend of Court is authorized to determine departmental work rules and regulations in addition to the policies described herein. Such work rules and regulations must be written and available for inspection by bargaining unit members. Each employee shall be given a copy of the Friend of Court work rules.

7.2: Such work rules or regulations will be null and void where they conflict with statutes, or this Agreement.

7.3: Department work rules and regulations are subject to the grievance procedure to determine whether they may be in conflict with any statute or this Agreement.

7.4: Work rules and regulations may be instituted which specifically address the safety and physical well being of the employee.

7.5: All work rules and regulations, including safety, are enforceable by discipline.

7.6 The Employer shall give the Association thirty (30) days advance written notice of proposed work rules and regulations within which time the Association may give input concerning such proposed work rules and regulations.

**ARTICLE 8**  
**ASSOCIATION REPRESENTATION**

8.1: The Association shall be represented to the Employer by no more than three (3) representatives. The names and classifications of these employees shall be communicated in writing to the Friend of Court and Human Resources Director of the County upon their selection and/or subsequent change.

8.2: The representative(s) shall be permitted to represent the employees to the Employer in matters of negotiations, grievances or concerns of the membership. No more than three (3) 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 to the employer.

8.3: Members of the Unit which are not officially identified as Association Representatives shall not be recognized or permitted to represent the interests of other members of the Association to the Employer.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

9.1: A grievance shall be defined as an allegation of misapplication, misinterpretation or disregard of any provision of this Agreement. Discipline, up to and including discharge for just cause is a proper subject for a non-economic grievance. A separation from employment as at-will is not a proper for the Grievance Procedure.

9.2: 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 Friend of Court and exempt from the grievance procedure.

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

9.4: 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 Friend of Court and Human Resources Director. Be it provided that the grieving employee shall be entitled to representation from one of the duly designated Association Representatives.

9.5: 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 Friend of Court. The Friend of Court shall be entitled to include an administrative employee in any grievance meetings with the Association at his or her discretion. Be it provided that the grieving employee shall be entitled to representation from one of the duly designated Association Representatives.

9.6: An employee may appeal the decision of the economic or non-economic grievance to final and binding arbitration through the American Arbitration Association.

**ARTICLE 10**  
**SENIORITY**

10.1: An employee shall have seniority from their most recent date of full time continuous hire with the County or the Court for the purpose of the computation of applicable fringe benefits.

10.2: seniority for severance pay and layoffs shall be as specifically defined in Article 5 – Severance Pay and Article 13 – Layoff respectively. For all other purposes, other than those specifically set forth in this contract, an employee shall have seniority from their most recent date of hire or promotion into the bargaining unit in the application of all terms and conditions provided by this Agreement. A promotion or transfer within the bargaining unit does not affect seniority.

10.3: The Human Resources Department 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.

10.4: The seniority shall indicate the name, classification and seniority date of all Association members and employees paying a service fee.

**ARTICLE 11**  
**LOSS OF SENIORITY**

11.1: An employee shall lose seniority for the following reasons:

- A. Voluntarily or involuntarily terminates employment.
- B. Is discharged and the discharge is not reversed.
- C. The employee does not return to work when recalled from layoff as set forth in the recall procedure.
- D. Retires.
- E. Fails to resume work at the end of an approved leave, unless authorized or excused in writing by the Friend of Court.
- F. Is absent from work without good and satisfactory reason given to the Friend of Court unless authorized or excused in writing by the Friend of Court. In the event the parties disagree as to whether or not the reason is "good and satisfactory" it may be resolved by the Grievance Procedure.
- G. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater, but not to greater than two (2) years.
- H. Death.

**ARTICLE 12**  
**DISCHARGE AND DISCIPLINE**

12.1: An employee about to be disciplined is entitled to representation by an Association representative at the employee's discretion. When a meeting may result in discipline is scheduled, the employee will be advised of his or her right to representation.

12.2: A disciplined employee shall be provided with a written notice indicating the offense and the corrective action taken.

12.3: It shall be the responsibility of the disciplined employee to notify the Association of the nature of the discipline at the discretion of the employee.

12.4: 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 9 - Grievance Procedure.

12.5: In the event an Association member disciplines another Association member, a copy of the written notice shall be sent to the Friend of Court. In the event the discipline is reversed by the supervisor, the Friend of Court shall be notified.

**ARTICLE 13**  
**LAYOFF**

13.1: Layoff shall mean a reduction in the work force due to a decrease of work, reorganization and/or restructuring as determined by the Friend of Court or a budget limitation.

13.2: When a layoff is determined necessary, the Association will be promptly notified. The Association may request to meet with the Friend of Court prior to the implementation of the layoff. The Friend of Court shall not be prohibited or constrained from instituting the layoff on the basis of attempting to facilitate a meeting.

13.3: When a layoff is necessary in the Bargaining Unit, the least senior employee in the classification shall be subject to layoff provided the more senior employee(s) have merited positive or favorable work plans and performance appraisals. The Friend of Court shall determine positive or favorable work plans and performance appraisals. An employee who chooses to displace the least senior employee in a formerly held classification in the bargaining unit shall be subject to a sixty (60) day trial period. The trial period will provide the Friend of Court and the employee with the opportunity to become acquainted with the job. If at the end of the trial period the employee is unable to perform the job to the satisfaction of the Friend of Court, the employee may exercise one more displacement or be laid off and the most senior laid off employee qualified for the position shall be recalled. A secondary displacement shall meet the same requirements and time limits as the initial displacement action.

13.4: The following employees; (Elizabeth Belanger, James McCormick, Katie Cogley, Edward Messing, Jennifer Brown, Sandra Erickson, Vicki Shevnock, Amy Taylor and Renae Topolewski) are not subject to 13.5 for the duration of two (2) years from the date of the County's ratification of this contract. In the event of a layoff within the two years from their original date of promotion or appointment into his/her classification, the laid off employee shall be entitled to displace (bump) the least senior employee in their former classification. Two years from the date of the County's ratification the employees shall be subject to the following 13.5. Seniority shall be based on bargaining unit seniority.

13.5: After two years from the date of County's ratification of this contract or for any subsequent hires into the bargaining unit, the laid off employee shall be entitled to displace (bump) the least senior employee in their former classification if within one (1) year of employment in the new classification. Seniority shall be based on bargaining unit seniority.

13.6: In the event the displacement (bump) occurs after the time periods set forth in 13.4 and/or 13.5, the laid off employee shall be entitled to displace a less senior employee in an equal or lesser paying classification within the bargaining unit, provided the member is qualified to perform the tasks. Seniority shall be based on total Friend of Court seniority.

13.7: In the event a displacement (bump) occurs, the member who exercises the displacement shall be paid at the pay rate nearest but not higher to their current rate of pay. The displaced employee shall then have the same displacement rights of a less senior employee. This process shall be followed until the lowest senior employee is laid off.

13.8: Employees promoted into the bargaining unit shall, in the event of a layoff, be entitled to return to their formerly held position in the Friend of Court – SEIU bargaining unit, in within one (1) year of the date of his or her promotion provided the employee has merited positive or favorable work plans and performance appraisals.

13.9: During the period of layoff, except when a displacement, an employee shall accrue no seniority nor be eligible for any fringe benefits. An employee that displaces another employee, by virtue of his or her continued employment, shall be entitled to the continuation of seniority and for applicable fringe benefits.

13.10: A laid off employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater but not greater than two (2) years. In the event an individual is recalled from layoff, his or her benefits shall be reinstated consistent with their rights of seniority prior to their layoff.

## **ARTICLE 14** **PROMOTIONS**

14.1: When a vacancy occurs, the Employer shall post a job vacancy notice in a conspicuous place in each Friend of Court office. The Association shall be provided a copy of the job posting.

14.2: The Friend of Court encourages bargaining unit employees to seek upgrading within the Bargaining Unit. The job vacancy notice shall be posted for a period of five (5) working days. The posting shall include:

- a. The job title.
- b. A description of the position.
- c. The necessary qualifications of the job.
- d. The hours of work.
- e. The application process.

14.3: The Employer will give consideration to unit employees who possess the skill or ability, experience or education and physical fitness where applicable, and documented or demonstrated acceptable work habits necessary to perform the job. If more than one employee is qualified and all of the above factors are relatively equal, award shall be made to the employee with the longest continuous service. If an employee candidate and a non-employee candidate have relatively equal qualifications, the employee shall be awarded the position. New employees on probation are not eligible to bid on posted job openings. Nothing in this paragraph shall be construed as preventing the Friend of Court from hiring someone outside the Bargaining Unit to fill a vacancy if the Friend of Court determines such a hiring would be in the best interest of the office of the Friend of Court.

14.4: Promotions shall be made from within current employee ranks when the employee is qualified pursuant to 14.3 above. In the event an employee feels he or she was unjustly denied the position, the Friend of Court shall meet with an Association Representative and employee to discuss the reason(s) for not being granted the position.

14.5: The employee shall have ninety (90) working days to elect to return to their former job classification without loss of seniority. This period may be extended by mutual consent if reduced to writing. In addition, an employee, who in the Friend of Court opinion does not satisfactorily complete a ninety (90) day probationary period, which may be extended by mutual consent, shall be returned to his former job classification without loss of seniority.

14.6: An employee who accepts a promotion and who in the Friend of Court opinion satisfactorily completes the probationary period shall be placed on the bargaining unit seniority list as of the first full days work in the upgraded classification. The promoted employee shall be paid at the rate of pay to which they are promoted from the first day of the promotion. Compensation shall be at the rate of the nearest higher salary step to their current salary.

**ARTICLE 15**  
**EMPLOYEE RECORDS REVIEW**

15.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee personnel file.

15.2: The employee may inquire into disciplinary actions taken against the provided in the Court and/or County's record. The Court and/or County 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.

15.3: 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 (.25) cents per copy to the employee.

**ARTICLE 16**  
**NEW CLASSIFICATIONS & RECLASSIFICATIONS**

16.1: 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.

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

16.3: The Friend of 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.

16.4: Failure of the Association to give Section 2 notice or to appear at the Section 3 hearing shall be approval of the proposal unless the parties have agreed to extend the above time limits. Nothing contained in this Article shall be construed as preventing the Employer from establishing or implementing a new classification.

**ARTICLE 17**  
**HOURS - WORKDAY - WORKWEEK**

17.1: Standard work week shall consist of five (5) consecutive days, Monday through Friday. The work week shall consist of thirty-seven and one-half (37 1/2) hours.

17.2: The work day shall consist of seven and one-half (7 1/2) hours. Any change in the number of work hours in a day or work week shall be reviewed jointly by the parties.

17.3: Overtime shall be computed on the basis of one and one-half (1 1/2) times the regular hourly rate.

- a. On all hours worked in excess of seven and one-half (7 1/2) hours on any particular day.
- b. On all hours worked in excess of thirty-seven and one-half (37 1/2) hours per week.
- c. In the event any law hereafter enacted requires overtime to be paid for hours in excess of a shorter work week than that established by this Agreement, the scheduled work week shall remain unchanged and overtime shall be paid as required by law.

17.4: Paid vacation, paid sick days and paid holidays will count as time worked when computing overtime.

17.5: The Friend of Court shall compensate the Supervisor with compensatory time off or pay as determined by the Friend of Court. Compensatory time shall be scheduled at the mutual convenience of the employee and the Friend of Court. Accumulation of and use of compensatory time will be in compliance with the Fair Labor Standards Act.

17.6: When circumstances warrant, the Friend of Court shall be entitled to flex an employee's daily working hours and weekly working days. An employee may request the Friend of Court flex his or her working hours in workday or workweek.

- a. Flex hours shall mean a change to an employee's starting time and ending time in a day or a change in his or her normally scheduled working days in a calendar week.
- b. Flex time is intended to be occasional and may not be implemented as a regular schedule.
- c. The Friend of Court has complete discretionary in approving, denying or modifying a requested flex schedule.
- d. Vacation time, sick time or compensatory time cannot be used to flex a scheduled work day/week.
- e. Flex time that adversely affects the operation of the department will be denied.
- f. Flex time shall not result in overtime whether as pay or compensatory time. In other words, flex time shall always be compensation at straight time.
- g. If flex time comes as the directive of the Friend of Court, not the request of the employee, the employee will be provided advance notice no later than the end of the preceding work day or the employee will be paid overtime either as pay or compensatory time.
- h. Flex time cannot be required by the Friend of Court to complete the same work offered to the subordinate union as overtime.

**ARTICLE 18**  
**TEMPORARY ASSIGNMENTS**

18.1: Supervisors may be temporarily assigned to perform the duties of other bargaining unit members when circumstances warrant. When making a temporary assignment the Friend of Court shall consider the ability of the employee to perform the work, the availability of the employee based upon their current work, and the efficiency of the office. The Friend of Court shall give consideration to seniority when all other conditions have been met.

18.2: The temporarily assigned employee shall be entitled to compensation for the position when the assignment is on a daily basis provided the temporary assignment is for five (5) consecutive work days. The employee who satisfies this requirement shall be entitled to compensation from the first day of temporary assignment. In no event shall the employee be made to suffer a loss of pay or fringe benefit when on a temporary assignment.

18.3: The Supervisor temporarily assigned shall be told the specific duties and tasks to be performed, the compensation and the approximate duration of the temporary assignment.

**ARTICLE 19**  
**LEAVE OF ABSENCE**

19.1: Leaves of absence for reasonable periods, not to exceed one (1) year, will be granted without loss of seniority for family members as defined by the Family and Medical Leave Act (FMLA) of 1993.

19.2: All leaves granted shall comply with the period of medical disability stipulated in writing by the attending physician. The Friend of Court may require an employee on a leave of absence due to illness to submit to an examination by a physician chosen by the Court or County, provided the charges of the physician are paid by the Court.

19.3: An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under the Act and a fact sheet shall be provided the employee in a reasonable method and manner. Leave taken under the FMLA will be taken consistent with the FMLA, this provision and the policy of the Friend of Court and/or County.

19.4: Upon Friend of Court approval, leaves of absence for reasonable periods, not to exceed one (1) year, may be granted without loss of seniority for educational purposes. Such leave shall be consistent with meeting the operating needs of the Department.

19.5: An employee who fails to return to work after one (1) year of approved leave shall be considered to have resigned.

19.6: All leaves based upon illness shall be supported by a statement from the attending physician, when requested by the Friend of Court. In all cases of illness extending beyond seven (7) calendar days, the employee shall provide, upon request by the Friend of Court and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties.

19.7: If the leave is requested as an intermittent leave or a reduced schedule leave, the medical certification must contain a statement of the medical necessity for the intermittent leave or reduced schedule leave. Certification is not required if the intermittent leave or reduced leave is for the birth, adoption or foster care of a child, however, agreement must be obtained from the Friend of Court and/or County.

19.8: In no case shall an employee be granted a leave of absence greater than their accrued seniority.

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

19.10: Request for a leave of absence shall be submitted in writing to the Friend of Court.

19.11: 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.

19.12: Failure to report to work or provide satisfactory explanation when scheduled to return to work after expiration of a leave of absence shall result in an immediate discharge.

19.13: The Friend of Court shall provide the employee the opportunity to return to the position held at the time the leave of absence was granted if the position is funded.

## **ARTICLE 20** **WORKER'S COMPENSATION**

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

20.2: When an employee is injured during the course of employment, the alleged injury shall be reported to the Friend of Court or designee as soon as possible. In the event of an alleged injury, the supervisor shall immediately contact the Human Resources Department. The Friend of Court or designee shall complete an accident report on the form provided by the County and submit it to the Human Resources Department.

20.3: 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.

20.4: 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.

20.5: 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.

20.6: 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 21**  
**SICK DAYS AND DISABILITY INSURANCE**

22.1: Full time employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

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

22.3: In the event of a serious illness of the spouse, parent, spouse's parent or child, the employee shall be entitled to use up to a maximum of ten (10) sick days per incident as approved by the supervisor. The supervisor may extend this to an additional twenty (20) sick days.

22.4: In the event of a death of a member of the immediate family, the employee may use sick days to a maximum of five (5) days as determined by the Friend of Court. Immediate family shall be defined as: mother, father, step-parent, brother, sister, spouse, child, step-child, grandparent, grandchild, or immediate family of the spouse according to the preceding definition.

22.5: The Friend of Court may require proof of serious illness or death prior to approval of any sick day use. Employees who attempt to use or use sick days for reasons other than provided herein shall be subject to discipline.

22.6: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

22.7: An employee who uses six (6) days in a ninety (90) day period, without a statement from their attending physician indicating the nature of their illness shall be on a "proof required status". 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 day pay. An employee shall be on proof required status for ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall be subject to discipline. The Friend of Court or designee may choose not to place the employee on proof required status if the employee has not exhibited a questionable attendance pattern during the preceding one (1) year.

22.8: Sick days may be taken in place of normally scheduled work days, excluding holidays. Sick days used during an approved vacation shall not result in deduction from vacation accumulation but rather from sick day accumulation. The supervisor shall have the right to require the employee to provide a physician's statement verifying an illness during a vacation. Sick days when authorized, shall be counted as days worked for the purpose of computing benefits provided for in this Agreement.

22.9: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. Compensation shall commence the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation shall be for a period of five (5) years. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's retirement plan, social security and/or Worker's Compensation.

22.10: The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of the fringe benefits based on salary which 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.

22.11: The disabled employee shall be ineligible for salary continuation for refusal to accept an offer of work in an economically equivalent classification.

2s.12: 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 (50%) percent of the premium cost.
- B. The County shall require prepayment of all premium costs.

22.13: In the event of an unpaid leave of absence the employee is eligible to purchase health care coverage from the date the leave is unpaid. Be it provided the employee shall be required to pay fifty percent (50%) of the premium cost determined by the County and shall be entitled to purchase health care coverage for a period not to exceed six (6) months.

22.14: The employee shall be entitled to select either of the following as a salary continuation (disability) plan:

- A. CORE PLAN
  - \* 66 2/3% of base salary
  - \* 5 years from date of disability
  - \* \$4,000 monthly maximum
- B. OPTION I
  - \* 70% of base salary
  - \* Benefit to age 65
  - \* \$6,000 monthly maximum

The employee electing Option I shall pay, by bi-weekly payroll deduction, the difference in premium between the Core Plan and Option I at the County's group rate.

22.15: 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.

22.16 The employee shall be eligible to supplement disability compensation with vacation days or sick days on a ratio of one (1) vacation day or sick day to three (3) days of absence in order to remain at full normal gross salary.

22.17: 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 Court may require the employee to submit to a physical examination and the Court shall pay the expenses incurred.

22.18: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 14 - Leave of Absence.

21.19: The employee must promptly notify their Supervisor of their absence or be subject to discipline.

21.20: Upon termination of employment, an employee with accrued sick days 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%

22.21: The Court recognizes its responsibility to comply with all existing federal and state laws.

**ARTICLE 22**  
**FUNERAL LEAVE**

22.1: Members of the Bargaining Unit shall be allowed funeral 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 23**  
**HEALTH, LIFE AND DENTAL CARE**

23.1: Each full time employee and each part time employee regularly scheduled to work twenty (20) or more hours a week 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

\$20.00 Office Visit Co-Pay

\$20.00 Chiropractic Co-Pay

Prescription Drug Rider

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

MOPD - Mail Order Prescription Drugs

Unlimited Annual In Network Preventative Services

VCA 80 – Vision Rider

HCA – Hearing Care

PD-CM - Contraceptive Medications

PCD – Contraceptive Devices

The Employer shall pay the total 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.

- B. Employee premium cost shall be paid by way of payroll deduction.

Part time regular employees regularly scheduled to work an average of twenty (20) or more hours a week, that choose to participate, shall pay the total cost of health insurance premiums by way of a payroll deduction. The payroll deduction shall be made from the paycheck immediately prior to receipt of the health insurance statement.

23.2: Each full time employee eligible to participate in the plan shall be entitled to select the following options in the place of the core plan.

A. OPTION I 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.

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

23.4: All employee premium costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The premium cost(s) shall be paid in equal installments the first two (2) pay periods each month.

23.5: 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 (Premium paid by the County)

- \* Plan 100 50/50 to an annual maximum of \$1000 per individual.
- \* Class III 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.

23.6: The Employer will provide a group life insurance plan for employees according to the following schedule:

CORE OPTION

Annual Salary	Benefit
Less than \$34,999	\$30,000
\$35,000 to \$39,999	\$35,000
\$40,000 to \$44,999	\$40,000
\$45,000 to \$49,999	\$45,000
\$50,000 or more	\$50,000

A. OPTION I

The eligible employee may purchase an 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.

23.7: On an approved leave of absence without pay, the employee may continue health and dental care plan payments within the provision of the plan provider policy or forfeit plan eligibility and coverage.

23.8: 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.

23.9: An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in plan costs. The County will notify new employees of all insurance benefits upon hire and further advise employees of open enrollment periods and procedures to apply for and modify insurance benefits.

23.10: 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.

23.11: 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 24**  
**SERVICE RECOGNITION**

24.1: Full time regular employees hired before January 1, 1987 are eligible for a lump sum payment as a percentage of annual base salary in recognition of their years of continual service shall be paid based on the following schedule:

<u>Years</u>	<u>Percent</u>	<u>Maximum</u>
15 - 19	6%	\$2,400
20 - 24	8%	\$3,200
25 +	10%	\$4,000

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

**ARTICLE 25**  
**RETIREMENT**

25.1: 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 Union approval.

25.2: 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.

25.3: The St. Clair County Retirement System provides eligible full time employees hired before July 1, 2011 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. 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.

- B. The Board of Commissioners shall determine the necessary contribution to the Defined Benefit Pension and the Retiree Health Care Plans on an annual basis.

25.4: The St. Clair County Retirement System provides eligible full time employees hired before July 1, 2011 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. 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. A full time 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. A full time 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 to the 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 credits accrued in his or her Health Reimbursement Account (HRA) shall pay for the premium cost as a deduction from their HRA. When the HRA is depleted of credits the provisions of the preceding [ii] shall apply.
  - [iv] 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].
  - [v] 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.

[vi] 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.

25.5: Contributions to the Retiree Health Care Trust Account shall be calculated on the first \$50,000 of an employee's eligible bi-weekly wages as defined in this article. The employee shall contribute 2.5% to the Retiree Health Care Trust Account.

25.6: 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 that contributes to the 457 Deferred Compensation Plan shall not be entitled to retiree health care paid by the Retirement System upon retirement. The employee shall be entitled to the contribution provided by the County to the 457 Plan. Terms and conditions of the 457 Deferred Compensation Plan follow.

A. Effective upon the earliest possible date following ratification of the agreement by the parties, 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%	0.5%
2.0%	1.0%
3.0%	1.5%
4.0%	2.0%
5.0%	2.5%

B. "ALL CONTRIBUTIONS" to the 401(a) or 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 discretion 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. The eleven (11) year minimum shall be waived for existing bargaining unit members Elizabeth Belanger, Jennifer Brown, Kathleen Cogley, Sandra Erickson, James McCormick, Edward Messing, Vicki Shevnock, Amy Taylor and Renae Topolewski.

D. Upon separation of County employment the employee with eight (8) or more years of service is entitled to retain and may rollover all contributions and investment earnings into a qualified plan account contingent upon the terms, rules, regulations and conditions determined by the IRS.

E. Upon separation of County employment the employee with fewer than eight (8) years of service is entitled to retain and may rollover only that portion of the contributions made by the employee including its investment earnings contingent upon the terms, rules, regulations and conditions determined by the IRS.

- F. An employee must elect or not elect to contribute to the 457 Deferred Compensation Plan upon full time regular employment with the County.
- G. An employee that contributes to the Retiree Health Care Trust Fund Account and the 457 Deferred Compensation Plan at the same time shall not be entitled to ~~the~~ any contribution from the County. 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 and shall be entitled to the contribution from the County. 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.

25.7: Employees hired before January 1, 2007 with sufficient years of service and age to retire on or before 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 this article for the duration of this Agreement. The employee contribution shall be attributed to both pension and health care.
- B. The County shall contribute thirteen percent (13%) of the employee's eligible bi-weekly wage for the duration of this Agreement. The County's contribution shall be attributed to both pension and health care.
- C. In selecting this option the employee agrees to and shall retire on or before December 31, 2011.
- 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.
- 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 to the contributions that otherwise would have been made to the Retiree Health Care Trust Account. Contributions due shall be made by payroll deduction 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.

25.8: A retiring employee subject to the original retirement plan shall be entitled to a multiplier of two percent (2%) for each year of employment. The multiplier shall not exceed sixty-four percent (64%) upon attaining thirty-two actual years of service, including purchased military service time. Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

25.9: A retiring employee subject to the Modified Plan shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

<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

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy percent (70%). Employees hired before January 1, 2007 shall be entitled to a multiplier maximum that shall not exceed seventy-five percent (75%). Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

25.10: An employee shall be eligible to retire upon satisfying one of the following three criteria.

- A. The employee has attained the age of 60 years and has the equivalent of eight (8) or more years of service contributions into the retirement system.
- B. The employee has attained the age of 55 years and has the equivalent of twenty-five (25) or more years of service contributions into the retirement system.
- C. The employee has a combination of age and years of equivalent service that when combined equals eighty (80) years, provided the employee shall have twenty-five (25) or more years of service contributions into the Retirement System.

25.11: 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.

25.12: An employee shall only be entitled to withdraw his or her contributions to the Retiree 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 Retiree 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 retiree health care coverage from the plan at no premium cost to the retiree.
- E. The employee that leaves his or her contributions in the Retiree 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 this article.

25.13: Individual Bargaining Unit members employed prior to January 1, 1998 shall be entitled to select either the plan provided herein or maintain the plan in effect prior to January 1, 1998. Individual selection shall be made on a form provided by the Employer prior to December 31, 2001. Failure to submit a selection shall mean the employee is subject to the plan provided herein. Bargaining Unit members employed or re-employed on or after January 1, 1998 shall be subject to the plan provided herein.

25.14: The final average compensation for retirement purposes shall be computed on the base salary only and shall not include compensation from;

- A. Overtime or compensatory time payoff.
- B. Sick day accrual payoff upon separation from employment for any reason.
- C. Vacation accrual payoff upon separation from employment for any reason.

25.15: 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.

25.16: The County shall continue to offer a deferred compensation program to all currently employed bargaining unit members, provided a program is available.

25.17: Full time employees hired on or after July 1, 2011 shall not be eligible for a Defined Benefit Plan; instead, these employees shall be entitled to a Defined Contribution Retirement 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.

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. 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 26**

### **EDUCATIONAL REIMBURSEMENT**

26.1: Employees enrolled for accredited extension or formal educational courses may request reimbursement for tuition, fees, and supplies. Approval for reimbursement shall only be considered when the education maintains or improves the employee's skills in the area in which they are employed.

26.2: Request for reimbursement must be made in writing and shall include a description of the course, the beginning and concluding date of the course, the cost of tuition, fees and supplies (such as books, manuals, or special materials) and, if applicable, grants, aids, or scholarships available or provided.

26.3: Approval of the request for reimbursement shall be contingent upon available funding, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The Friend of Court shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies as provided in 26.4. Friend of Court approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. The request shall be considered to be denied in the absence of written approval.

26.4: Reimbursement shall not exceed five hundred (\$500.00) dollars per course. Reimbursement shall be provided only upon obtaining a passing grade.

26.5: An employee shall have at least one year of full time service with the Friend of Court to be eligible for consideration.

26.6: An employee who successfully completes a course, with or without reimbursement, shall not necessarily be entitled to an automatic promotion, extraordinary advancement in the salary range, or a higher classification based upon completion of the course or attainment of a degree or certification.

26.7: An employee shall not be entitled to attend class or complete class assignments during their regularly scheduled working hours at the expense of the Friend of Court. Nor shall the employee be entitled to utilize the resources of the Friend of Court including supplies, equipment or personnel without supervisory approval. Failure to comply with either provision may result in forfeiture of reimbursement for the course expenditures or discipline including discharge or both.

**ARTICLE 27**  
**VACATIONS**

27.1: Full time employees shall be entitled to vacations as determined by their placement on the following schedule by the Friend of Court not to exceed the 7 to 9 years of service level. If the Friend of Court declines to make an advanced placement on the vacation schedule the placement will be based on their actual years of service. In no event will an employee receive vacation time less than their actual years of service permits.

<u>Years Of Service</u>	<u>Days</u>
6 Mos.	5
1	10
2	11
3 – 4	15
5 – 6	17
7 – 9	18
10 – 14	20
15 – 19	23
20 – 24	25
25+	28

27.2: The full allocation of days according to the above schedule shall be credited to the employee upon each anniversary of full time employment with the Department.

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

27.4: An employee shall be entitled to carry forward from the previous years 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.

27.5: Vacation days must have prior approval of the Friend of Court to be used. Approval shall be contingent upon meeting the operational needs of the Friend of Court but approval shall not be unreasonably withheld. Seniority shall prevail when requests are simultaneous within the same classification.

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

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

**ARTICLE 28**  
**HOLIDAYS**

28.1: Full time regular employees are entitled to the Holiday Schedule established by the State Supreme Court Administrator's Office.

28.2: To be eligible for a holiday, the employee must work the last scheduled work day before the holiday and the first scheduled work after the holiday. The employee is required to provide a medical statement indicating the nature of the illness that prevented them from working, unless the day off was authorized.

28.3: In a department which normally works five (5) days a week, Monday through Friday, and 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.

28.4: Employees who work a holiday shall be compensated at two and one half (2 1/2) times their rate of pay consistent with Article 13 - Working Hours, Section 3.

**ARTICLE 29**  
**JURY DUTY, SUBPOENA AND WITNESS FEES**

29.1: An employee who is called to perform jury duty shall inform the Employer immediately.

29.2: Employees on jury duty shall be paid regular pay for performing jury duty during regularly scheduled work hours. Pay for jury duty shall be returned to the Employer in lieu of regular salary.

29.3: Time spent on jury duty shall not be deducted from sick days or vacation days, nor adversely affect any fringe benefits.

29.4: Any reimbursements (by way of example: mileage, lodging, and/or reimbursable out-of-pocket expenses) shall belong to the employee. If such a reimbursement is paid as part of the jury pay, the County shall provide the reimbursement portion only to the employee with suitable documentation, in a reasonable time and manner.

29.5: Employees who are subpoenaed to produce records or to act as a witness shall continue to receive their normal pay when employment related.

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

**ARTICLE 30**  
**MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT**

30.1: Employees who use their personnel vehicles on business required by the County shall be reimbursed at the maximum non-taxable rate allowable by the US Department of Internal Revenue Service.

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

**ARTICLE 31**  
**SPECIAL CONFERENCES**

31.1: Special conferences for important matters not normally subject to the grievance procedure will be arranged between the Association and the Friend of Court or designated representative upon the request of either party, which request shall be in writing and shall specifically recite the subject matter to be discussed. Special Conferences shall not be used for the purpose of continuous collective bargaining.

31.2: Special conferences shall be scheduled within fifteen (15) working days after the request is made unless otherwise agreed. However, frequency of Special Conferences shall be no more than one (1) Special Conference per calendar quarter unless otherwise agreed.

**ARTICLE 32**  
**SUCCESSOR**

32.1: In the event the control and obligation to supervise and oversee the operation of the Friend of Court transfers from the Circuit Court of St. Clair County to any other employer, the Circuit Court shall immediately notify the Association of the specific nature and scope of the transfer.

32.2: In the event the County of St. Clair assumes the control and the obligation to supervise and oversee the operation of the Friend of Court and is in fact recognized to be the sole and exclusive employer of Friend of Court employees, the County shall acknowledge and agree to fulfill the covenants and obligations expressed within this Collective Bargaining Agreement.

32.3: In the event another employer shall assume the control and obligation to supervise and oversee the operation of the Friend of Court and is in fact recognized to be sole and exclusive employer of Friend of Court employees, that employer shall be bound by the covenants and obligations expressed within this Collective Bargaining Agreement to the extent compelled by law.

**ARTICLE 33**  
**EMPLOYEE LIABILITY**

33.1 The County shall indemnify each employee against claims of liability which may arise from the course of their employment.

**ARTICLE 29**  
**SALARY SCHEDULE**

	Merit <u>Step 1</u>	Merit <u>Step 2</u>	Merit <u>Step 3</u>	Merit <u>Step 4</u>	Merit <u>Step 5</u>	Merit <u>Step 6</u>	Merit <u>Step 7</u>	Merit <u>Step 8</u>
Accounting Supervisor / Imaging Coordinator	\$48,352	50,286	52,297	54,389	56,564	58,827	61,183	63,626
Attorney Referee / Staff Attorney	\$66,171	68,817	71,570	74,433	77,410	80,506	83,728	87,707
Domestic Relations Mediator	\$56,564	58,827	61,183	63,626	\$66,171	68,817	71,570	74,433
Domestic Relations Mediator/Special Assistant	\$61,179	63,625	66,170	68,818	71,570	74,424	77,410	80,507
Jail Alternative Sentencing Program Supervisor	\$56,564	58,827	61,183	63,626	\$66,171	68,817	71,570	74,433
Judicial Service Coordinator	\$48,352	50,286	52,297	54,389	56,564	58,827	61,183	63,626
Judicial Service Enforcement Specialist	\$53,555	55,697	57,923	60,240	62,649	65,156	67,766	70,472
Systems Coordinator	\$50,286	52,297	54,389	56,564	58,827	61,183	63,626	66,171

0% - Effective January 1, 2012

0% - Effective January 1, 2013

**ARTICLE 35**  
**TERM OF AGREEMENT**

35.1: This Agreement shall be in force from the date of execution as evidenced by the signatures of the parties below through and including December 31, 2013.

35.2: It shall be the exclusive responsibility, authority and prerogative of the Association to notify the Employer of its desire to amend or modify this Agreement. Such notice shall be made in writing to the Friend of Court with a copy to the Human Resources Director within the period of October 1, 2013 through and including December 31, 2013 or the Association shall be considered to have decertified and the parties shall be prohibited from collective bargaining.

35.3: Should any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency invalidate 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.

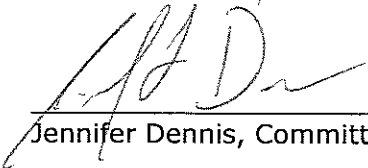
35.4: Any and all letters of agreement now here to or hereafter attached shall be considered and are part of this Agreement.

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

FOR THE ASSOCIATION



Gary Houle, Committee Person



Jennifer Dennis, Committee Person

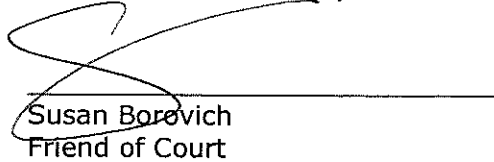


Edward Messing, Committee Person

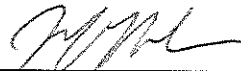
THE COUNTY OF ST. CLAIR, MICHIGAN



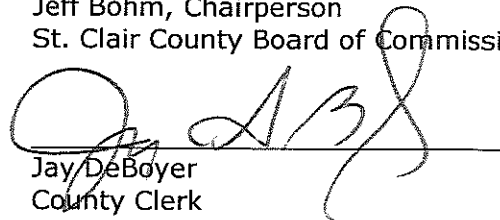
James P. Adair, Presiding Judge  
31<sup>st</sup> Circuit Court Family Division



Susan Borevich  
Friend of Court



Jeff Bohm, Chairperson  
St. Clair County Board of Commissioners



Jay DeBoyer  
County Clerk