A G R E E M E N T

BETWEEN

ST. CLAIR COUNTY PROBATE COURT and
31st. JUDICIAL CIRCUIT COURT FAMILY DIVISION

AND THE

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

AND

ST. CLAIR COUNTY PROBATE COURT AND
31ST JUDICIAL CIRCUIT COURT-FAMILY DIVISION
CLERICAL EMPLOYEES - T.P.O.A.M.

JANUARY 1, 2020

THROUGH

DECEMBER 31, 2021

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AGREEMENT

1.1: This Agreement made and entered into this 1st day of January 2020 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 Technical, Professional and Officeworkers Association of Michigan herein termed as the Association.

1.2: This Agreement is subject to the terms of the Local Financial Stability and Choice Act PA 436 of 2012 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 Financial Stability and Choice Act.

1.3: Inclusion of the language required under section 15 (7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 436 of 2012 (Local Financial Stability and Choice Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

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 St. Clair County Probate Court, the 31st Judicial Circuit Court Family Division, and the St. Clair County Board of Commissioners as exclusive representative of full time employees classified as Court Clerk I, Court Clerk II, Court Clerk III, Court Finance Clerk, Senior Court Clerk/Coordinator, Court Reporter(s) and Recorder(s) of the Probate Court, and Family Division of the Circuit Court, and Public Guardian for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, excluding all supervisor(s), elected officer(s), personal secretary(s) to the Judge(s), part time employee(s) and employees represented by any other labor organization.

New classifications and equivalent prior classifications following the Probate/Family Court reorganization are attached for reference as Appendix A.

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.

3.3: In recognition of the agreements and concessions provided herein the Association and its members shall not engage in nor encourage, any strike, sit-down, stay-in, slow-down or similar action. The Employer shall have the right to discipline or discharge any employee participating in such action and the Association agrees not to oppose such action. In exchange for which, the Employer agrees not to lock-out an employee during the term of agreement.

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 Juvenile Court.

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 for just cause 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. The agreement in this paragraph providing just cause for discipline and discharge is based on and subject to the Chief Judge being the final determiner of any grievances arising out of imposition of discipline up to and including discharge.

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. The parties recognize that St. Clair County Judges have the legal authority to appoint their personal staff (i.e. Judicial Secretary and/or Court Reporter or Recorder) in accordance with the laws, regulations, and Court Rules of the State of Michigan including but not limited to MCR 8.110. St. Clair County Judges also have the legal authority to appoint their Register and Deputy Register in accordance with the laws, regulations, and court rules of the State of Michigan, including but not limited to MCL 600.833.

The 31st Circuit Court, inclusive of Probate Court, Family Division and any other operation or division under its jurisdiction or control, hereby retains, and does not waive, any and all rights vested in the Court by statute, court rule, case law, jurisprudence, regulation or any other authority to exercise any right related to the employment of Union members. The parties acknowledge that this non-waiver of rights is clear and unmistakable. Any Court Recorders or Reporters are subject to appointment or removal by the Judge/Court. If a Court Recorder or Reporter is removed from their position they shall be entitled to exercise any rights they may have under this Collective Bargaining Agreement. All of said positions (i.e. Judicial Secretary and/or Court Reporter or Recorder) shall be filled at the sole discretion of the Judge/Court for which said employee is to work or is assigned.

The provisions of this Article shall supersede and take precedence over any provision of the Agreement which is inconsistent with any provision of this Article.

ARTICLE 5
ASSOCIATION MEMBERSHIP

5.1: All current employees covered by this Agreement and all new employees hired after the effective date of this Agreement who sign a dues deduction authorization card shall pay the monthly dues uniformly required of members who authorize dues withholding. An employee may revoke their authorization for dues withholding at any time during their employment with the County.

5.2: No employee shall, as a condition of obtaining or continuing employment be required to (i) refrain or resign from membership, voluntary affiliation with, or voluntary financial support of a labor organization; (ii) become or remain a member of a labor organization; (iii) pay any dues, fees, assessments, or other charges or expenses of any kind or amount or provide anything of value to a labor organization, or (iv) pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or employees represented by a labor organization.

5.3: For those employees for whom properly executed payroll deduction authorization forms are delivered to the Human Resources Office, the Employer will deduct Association dues 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 6
ASSOCIATION REPRESENTATION

6.1: 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.

6.2: 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.

6.3: The Employer shall grant a leave of absence not to exceed an accumulative fourteen (14) days a year to bargaining unit members selected for attendance at Union - Association conventions or activities. Be it provided, however, that not more than one (1) employee shall be granted leave at any one time and that such leave shall be without pay unless the employee utilizes vacation leave. Be it further provided, that such request shall be made in writing no less than four (4) weeks in advance.

ARTICLE 7
DEPARTMENTAL WORK RULES AND REGULATIONS

7.1: The 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 posted in a conspicuous place. Each employee shall be given a copy of the 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.

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: A disputed work rule or regulation shall be held in abeyance until resolved by negotiation, discussion, mediation or grievance. Be it provided however, this process shall not unduly disrupt the operation of Court or unnecessarily protract a resolution.

ARTICLE 8
GRIEVANCE PROCEDURE

8.1: Step 1

A. An employee having a specified grievance alleging violation of this Agreement shall within eleven (11) working days of the occurrence take the matter up with their immediate supervisor in an effort to resolve the matter. The Local Association shall advise the Supervisor that discussions represent a Step 1 hearing or the matter shall not be subject to further advancement through the Grievance Procedure.

B. It is agreed that Saturday, Sunday and holidays shall not be counted in computing time limits provided herein, except when such time limits are specified as calendar days.

8.2: Step 2

A. A grievance shall be considered resolved at Step 1 unless reduced to writing by the Local Union President or their designee on the Official Association form and signed by them, signed by the aggrieved employee and submitted to their immediate supervisor or designee within seven (7) working days of taking the matter up with the immediate supervisor. The written grievance shall specify the provision of the Agreement violated and the remedy requested to resolve the grievance.

B. The supervisor shall within fifteen (15) working days, schedule a hearing at which time the Grievant and the Local Association's employee representative and, if determined by the Local Association, a Technical, Professional and Officeworkers Association of Michigan representative shall be present to present allegations, proofs and remedies. The supervisor or designee shall act as hearing officer and shall be entitled to structure the hearing and include any witnesses, experts or knowledgeable persons to the proceedings. The supervisor or designee shall issue a written response within ten (10) working days of the conclusion of the hearing.

8.3: Step 3

A. A grievance shall be considered settled at Step 2 unless submitted by the Local Association to the Probate Court Administrator within five (5) working days of the Step 2 response.

B. The Probate Court Administrator shall review the Step 2 grievance response and the Association grievance and may call for a meeting of all the parties involved. The meeting shall be scheduled at the earliest date agreeable among the parties. The Probate Court Administrator shall within thirty (30) calendar days of receipt of the grievance or meeting, which ever applies, issue a written response to the grievance. The decision of the Probate Court Administrator shall be subject to appeal to the Chief Judge which shall be filed in writing with the Chief Judge within five (5) working days of the date of the Probate Court Administrator's decision.

C. The Chief Judge shall review the decision of the Probate Court Administrator and shall call a meeting of the parties involved. At the meeting, the Chief Judge shall permit all parties to be heard and to present all arguments on the matter pending.

The Chief Judge shall render a written decision on the grievance which shall be final and binding on all parties and shall not be subject to further recourse or appeal.

8.4: In the event the grievance is a dispute about salary and/or any fringe benefit the County Administrator shall hear the grievance at Step 2 rather than the supervisor. The decision of the County Administrator may be submitted to arbitration through the American Arbitration Association for final and binding resolution provided the Court and the County is advised of the Associations intent to arbitrate, within thirty (30) calendar days of the Step 3 decision.

8.5: The Association shall, within thirty (30) calendar days following notice of intent pursuant to 8.4 above, request arbitration through the American Arbitration Association or as otherwise mutually agreed by the parties or the matter will be untimely.

8.6 The fees and expenses of the arbitrator shall be paid by the losing party. If the decision is a split decision, the arbitrator shall determine which party is the losing party. All other expenses related to the arbitration proceedings including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.

ARTICLE 9
SENIORITY

9.1: New employees hired in the unit shall be subject to an orientation period for the first twelve (12) months of employment. Only after the satisfactory completion of the orientation period, shall the employee be added on the seniority list of the unit and seniority shall start as of the last date of hire. Seniority shall be based on the following criteria:

A. A full time regular employee from another bargaining unit or an exempt employee, who accepts a position covered by this bargaining unit, shall not be entitled to accrued seniority for purposes of layoff and recall, vacation selection and/or promotion. The new employee shall be entitled to all their accrued seniority for purposes of providing fringe benefits.

B. A full time temporary employee shall be entitled to seniority only from the date of entry into the bargaining unit.

C. A part time employee, whether regular or temporary, shall be entitled to seniority only upon full time hire from the date of entry into the bargaining unit.

D. Members of the bargaining unit hired prior to January 1, 2016 shall be entitled to seniority from the last date of their full time regular date of hire with the Court or County.

E. When seniority in bargaining unit classification is equal, the member with the most full time continuous service, as determined by their last full time regular date of hire with the Court or County shall be the more senior member.

9.2: The seniority list on the date of this Agreement will show the names, last full time regular date of hire with the Court/County, and classifications of all employees of the unit entitled to seniority.

9.3: When employees acquire seniority, their name shall be placed on the seniority list.

9.4: Up to date seniority lists shall be made available to all employees for their inspection, by posting in the unit. An up to date seniority list will be provided to the Technical, Professional and Officeworkers Association of Michigan and to the Local Association President semiannually unless otherwise mutually agreed.

9.5: The employment of an employee who does not satisfactorily complete the orientation period shall be terminated and the employee shall have no recourse through the grievance procedure.

ARTICLE 10
LOSS OF SENIORITY

10.1: An employee shall lose seniority for the following reasons only:

A. Quits.

B. Is discharged and the discharge is not reversed.

C. The employee is absent for two (2) consecutive working days without notification to the Employer during the two (2) day period. Exceptions may be made by the Employer on proof of good cause that failure to report was beyond the employee's control. After such absence the Employer shall send written notification to the employee at their last known address that they have been discharged, and they have lost seniority. The grievance procedure shall be available to the employee provided it is commenced in writing within fifteen (15) calendar days following mailing of notice of discharge as herein provided.

D. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.

E. Retirement.

F. Does not return from an approved leave of absence unless authorized in writing.

ARTICLE 11
DISCHARGE AND DISCIPLINE

11.1: The Employer agrees to promptly, upon the discharge or discipline of an employee, notify in writing one of the local designated representatives of the Association of the discharge or discipline. The employee shall have the right to prepare a written statement as it relates to the discipline which shall be incorporated in the Employer's record with the discipline.

11.2: Should the discharged or disciplined employee consider the charge to be improper, procedures outlined in the grievance procedure provisions of the Agreement may be followed by the employee. The Employer shall review with the employee disciplinary action taken against

the employee in a reasonable method and manner prior to the documentation of such action becoming part of the Employer's record. The employee shall have the right to be represented by the Association during this review. This process should not unduly delay County operations, therefore, representation should be available within a reasonable amount of time.
11.3: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions resulting in verbal or written discipline which occurred more than two (2) years previously. The Court shall be entitled to consider discipline on any infraction that resulted in a suspension regardless of the date of the suspension.

11.4: An intentional falsification of an employment application which has not been formerly disclosed in writing to the Employer shall result in the termination of employment.

11.5: The Employer shall not transmit, or otherwise make available to a third party, disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old, except when ordered to do so in a legal action or arbitration.

ARTICLE 12
LAYOFF AND RECALL

12.1: When a layoff is determined to be necessary, the least senior employee(s) in the classification shall be laid-off in accordance with all the following safe guards and conditions.

12.2: Employees to be laid off will have no less than thirty (30) calendar days written notice of layoff. The Union will be provided a copy of the layoff notice given to each employee.

12.3: Temporary and newly hired employees on orientation status shall be laid off first to the extent necessary to accomplish the need of the Court and within the classification affected by layoff.

12.4: An employee subject to layoff shall be entitled to displace the least senior employee in a classification of equal compensation or the most immediately less paying classification provided the employee subject to layoff has more seniority than the employee in the affected classification and the displacing employee is qualified and capable of performing the work. The displaced employee shall be considered an employee subject to layoff and entitled to displacement rights as such. The employee who displaces a less senior employee shall be required to satisfactorily complete a one hundred and thirty (130) work day trial period or be laid off and the displaced employee recalled. The Court Reporter shall be exempt from displacement nor shall the Court Reporter be entitled to displace another employee in the bargaining unit unless the Court Reporter previously held a similar classification.

12.5: When a recall is necessary, the most senior employee shall be recalled to the position formerly held. Recall notice shall be made by written notice sent by certified mail with return receipt requested.

12.6: Failure to report to work on the day scheduled to return from layoff shall result in termination of employment.

12.7: A refusal to accept a suitable offer to return to work shall result in termination of employment. A suitable offer of work shall not be at a reduced rate of pay or hours of work.

12.8: Employees not recalled to work within two (2) years from the date of layoff shall have their employment terminated and shall have no recall rights.

12.9: Seniority shall not accrue during a period of layoff.

12.10: A laid off employee shall not be eligible for, nor receive, any fringe benefits.

ARTICLE 13
TRANSFER

13.1: A transfer shall mean a change of work assignments but not a change in classification nor a job promotion.

13.2: The Court is authorized to transfer employees within the Court in order to maintain the efficiency of the Court, without reduction in salary.

13.3: Employees may request a transfer to another Court division. The Court shall have exclusive authority to grant or deny a transfer request.

13.4. Employees who transfer shall retain full seniority and fringe benefits.

13.5: Employees who request transfer shall be required to satisfactorily complete a six (6) month orientation period. Upon satisfactory completion the employee shall remain in the position. Unsatisfactory performance shall result in the return to the employee's former division.

ARTICLE 14
PROMOTIONS AND DEMOTION

14.1: A promotion shall mean a change in classification resulting in an increase in salary.

14.2: A demotion shall mean a change in classification resulting in a decrease in salary.

14.3: The Court is authorized to promote employees as vacancies occur within the Court. A member of the bargaining unit shall have first opportunity to apply for a vacancy in the bargaining unit provided they possess the necessary qualifications as stipulated by the Court.

14.4: The Court will determine the means and method of recruiting and evaluating candidates for vacant positions. All candidates, including employees, must conform to the conditions and time limits prescribed by the Court in order to further their candidacy.

14.5: When a vacancy occurs, an employee may request consideration for the promotion. The employee shall communicate interest in the position by completing an application form or providing a resume including the following information:

A. Their name, classification, and division.

B. Position desired.

C. Qualifications for the job, such as skill levels, ability, experience and/or education.

Employees who are promoted shall retain full seniority and fringe benefits.

14.6: When a test is provided, all candidates shall be given the same test.

14.7: The employee shall be required to satisfactorily complete a six (6) month orientation period. In the event of an unsatisfactory performance, the employee shall revert to the previously held classification and division.

14.8: A written evaluation shall be made three (3) months prior to the completion of the orientation period.

14.9: When an employee is promoted to a higher paying classification, they shall be compensated at the nearest higher salary step to the employee's current compensation at a minimum of one-point-five percent (1.5%) or greater as otherwise determined by the Court.

14.10: An employee is subject to demotion for any of the following reasons:

A. Economic or budgetary necessity.

B. Inability to perform the required functional tasks.

C. Failure to maintain the moral or ethical standards required for the position.
D. Incompetence.

E. Reorganization.

F. Upon request of the employee.

14.11: Notice of demotion shall be made in writing and shall detail the reason(s) for the demotion. It shall be left to the discretion of the employee to provide the Association with a copy of the notice.

14.12: The demoted employee shall be compensated at a salary that does not exceed the salary of the former classification but is consistent with the demotion classification.

14.13: Any demotion shall be subject to the Grievance Procedure.

ARTICLE 15
TEMPORARY ASSIGNMENTS

15.1: An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant.

15.2: Temporary assignments shall be authorized in writing to the employee by the Supervisor.

15.3: A temporarily assigned employee shall be paid for work performed in a higher paying classification when assigned by a supervisor, when such assignment is for five (5) or more consecutive working days. Pay for such assignment shall be submitted no later than the

following pay period for processing and payment. A temporarily assigned employee shall not be made to suffer a reduced rate of pay for a temporary assignment when assigned to a lower paying classification. When a temporary assignment extends beyond five (5) working days, the Association shall be provided a copy of the notice.

15.4: A temporary employee is an employee hired to perform a function full time for a predetermined period of time as a substitute for an employee on a leave of absence or in a seasonal capacity. The temporary employee will be placed on the corresponding wage scale at the closest wage or step. The temporary status of a substitute employee shall not exceed four (4) years. The temporary status of a seasonal employee shall not exceed ninety (90) calendar days. A temporary employee shall not be eligible for fringe benefits. Should a temporary employee acquire a regular full time position, the employee shall not be eligible for fringe benefits including seniority rights during the period of temporary employment.

ARTICLE 16
EMPLOYEE RECORDS REVIEW

16.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee personnel file. An employee may review their personnel file in the Human Resources Office during the County's regular hours of operation. A request to view the file must be in writing and will be granted within three (3) business days.

16.2: 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.
16.3: The employee may request to receive copies of all disciplinary actions taken against the employee. The Employer shall provide copies of all such documentation at the expense of the employee.

ARTICLE 17
RATES FOR NEW CLASSIFICATIONS

17.1: The Court shall notify the Association in writing of a new classification at least seven (7) calendar days in advance of the effective date of the new classification. The Court, in providing notice, shall include a copy of the job description and the rate of pay for the new classification.

17.2: The Association shall, within seven (7) calendar days of the Court's notification of a new classification, give notice to the Court of its request to collectively bargain the rate of pay Failure of the Association to request a bargaining meeting within seven (7) calendar days shall relieve the Court of any obligation to collectively bargain until such time as the collective bargaining agreement is open for renegotiation.

17.3: The Court shall, within fourteen (14) calendar days of receipt of the Association's request to collectively bargain, attempt to schedule a bargaining session with the Association. The Court and the Association shall make every effort to expeditiously schedule a meeting.

17.4: The Court shall be entitled to implement the classification and compensation prior to collective bargaining or in the event the matter is not collectively bargained.

ARTICLE 18
RESIGNATION

18.1: Employees who voluntarily resign should provide the Court no less than two full weeks of prior notice.

18.2: Failure to provide proper notice shall result in the loss of one day of compensable sick or vacation day pay-off for each day short of proper notice.

18.3: Employees shall be paid for all unused vacation up to a maximum of thirty-five (35) days. If a timely notice is provided, every effort shall be made to pay off unused vacation days on the last check earned by the employee.

ARTICLE 19
OVERTIME

19.1: It is recognized that Clerical employees are subject to the Federal Fair Labor Standards Act which address mandatory overtime pay. It is with this consideration that employees shall be subject to overtime pay or compensatory time according to the following safeguards and provisions.

19.2: Employees shall be compensated with overtime pay or compensatory time at the rate of time and one-half (1 1/2) for:

A. Work in excess of thirty-seven and one-half (37 1/2) hours or forty (40) hours in a week based on the operation of the division.

B. The provisions of A shall be applied individually and not collectively or compound the amount of compensatory time or pay.

C. Employees called into work shall be guaranteed a minimum of three (3) hours compensatory time if such call-in does not coincide with the start of a work day.

19.3: Work performed on a holiday shall be compensated at the rate of two and one-half (2 1/2) times with compensatory time or pay.

19.4: All overtime must have prior approval of a supervisor or it shall be denied. The Employee may elect that overtime is paid or granted as compensatory time if approved.

19.5: Compensatory time may accrue to a maximum of eighty (80) hours. All overtime hours worked after eighty (80) shall be paid and not accrued as compensatory time.

19.6: Compensatory time shall be scheduled at the mutual convenience of the Supervisor and employee but may be ordered by the Supervisor.

19.7 Part time employees are not eligible to earn compensatory time.

ARTICLE 20
WORKING HOURS

20.1: The Court shall determine the hours of operation for all its divisions.

20.2: The Division Head shall schedule the hours of work of employees in the Division.

20.3: A full-time employee shall mean an employee regularly scheduled to work 37.5 hours a week or 40 hours a week contingent upon the operation of the Division.

20.4: A part-time employee shall mean an employee regularly scheduled to work less than 37.5 hours a week or less than 40 hours a week contingent upon the operation of the Division. Part time employees shall not be subject to Association membership or representation.

20.5: A temporary employee shall mean an employee who is hired for a predetermined period of time.

20.6: A regular employee shall mean an employee who is employed in a classification for an ongoing undetermined period of time.

20.7: Employees shall be eligible for a one-hour lunch period without pay, to be scheduled at the discretion of the employee's supervisor. The employee shall also be eligible for two (2) fifteen (15) minute breaks to be scheduled at the discretion of the Supervisor.

20.8: A scheduled break which is not taken shall not be compensated for at a later time, unless due to an operational constraint and the Supervisor had provided prior consent. In any event, the accumulated break time shall not exceed thirty (30) minutes and shall be compensated with equal time off in the same pay period in which it is earned.

20.9: Any employee who is not permitted a full lunch period due to operational constraints shall be allowed equal time off as determined by the Supervisor. Such time shall be provided in the same pay period in which it is earned.

20.10: The Supervisor shall determine an operational constraint.

20.11: The Supervisor shall determine the need to work overtime.

20.12: As much as possible, where employees are capable of performing the tasks, overtime will be equalized among employees by the Supervisor.

ARTICLE 21
LEAVE OF ABSENCE

21.1: An employee may request a leave of absence for up to one year for:

A. Serious or critical illness of their spouse, child, or parent;

B. Personal illness (physical or mental); or,

C. Educational purposes.

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 FMLA and a fact sheet shall be provided in a reasonable method and manner. Leave taken under FMLA will be taken consistent with FMLA, this provision and the policy of the Court and County.

21.2: An employee may request a leave of absence for serious or critical illness to their spouse, child or parent. The employee shall be entitled to use accrued sick days to provide compensation during such a leave. An employee who lacks sufficient sick days or who elects not to use sick days shall be on a leave without pay. The employee shall provide medical verification from the attending physician to be eligible for a leave of absence.

21.3: The leave of absence for personal illness shall be consistent with the provisions of Article 27 - 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.

21.4: 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.

21.5: In no case shall an employee be granted a leave greater than the length of time provided herein. 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.

21.6: 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.

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

21.8: 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.

21.9: An employee on a leave with pay shall be eligible for vacation time, sick days, retirement credit, seniority, or gain from any other fringe benefit for the initial six (6) months of leave. An employee on leave beyond six (6) months shall not be eligible for any fringe benefits or seniority except as provided in Article 27 - Sick Days and Disability Insurance, Section 10.

21.10 While on an unpaid leave of absence, the employee accrues no vacation time, sick days, compensatory time, retirement credit or gain from any other fringe benefit.

ARTICLE 22
WORKER'S COMPENSATION

22.1: All employees shall be subject to the St. Clair County's Worker's Compensation Plan, the terms and conditions of which are described herein and as provided by the operating policy of the insurance carrier. Worker's Compensation is governed by Board Policy and Procedure, therefore, is subject to change.

22.2: 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 Office.

22.3: In the event of an alleged injury, the Supervisor shall immediately contact the Human Resources Office.

22.4: The County shall provide the employee the opportunity to supplement Worker's Compensation from accrued sick days or disability pay 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 or disability pay but in no case exceed the employee's accrued sick days or gross salary.

22.5: When an employee is eligible for Worker's Compensation, the employee shall receive a check directly from Worker's Compensation. The Employer shall continue to provide the employee a regular pay check minus the monies received from Worker's Compensation and authorized payroll deductions to the extent of their accrued sick days.

22.6: 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.

22.7: The Court shall permit the employee to supplement Worker's Compensation on the ratio of one (1) sick day for every three (3) days of leave.

ARTICLE 23
ASSOCIATION BULLETIN BOARD

23.1: The Association shall be granted bulletin board space by the Court for the following notices:

A. Notices of Association recreational and social events.

B. Notices of Association elections.

C. Notices of results of Association elections.

D. Notices of Association meetings.

ARTICLE 24
RETIREMENT

24.1: All full time regular employees shall upon their date of full time 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.

24.2: 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.

24.3: The St. Clair County Retirement System provides eligible full time employees (hired to a full time position before 07/01/11) 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 contributions are as follows.

A. The employee shall contribute six percent (6%) of his or her eligible bi-weekly wage as defined in 24.12 of this article.

24.4: Full time regular employees (hired to a full time position before 07/01/11) shall have the option to prefund retiree health care coverage by contributing to a Health Care Trust Account. The option is exercised upon date of eligibility to participate in the retirement plan and once exercised is irrevocable. Eligibility for retiree health care coverage is as follows.

A. A full time employee (hired to a full time position before 07/01/11) who made the election to participate in 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 (hired to a full time position before 07/01/11) who made the election to participate in 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 years of actual years of service contributions to the Retirement System.

ii. 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 health care coverage

upon initial retirement or he or she shall be forever ineligible for health care coverage.

iii. 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.

iv. 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.

v. 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 [iv].

24.5: 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. Eligible Employees hired to a full position before July 1, 2011 shall contribute 2.5% annually to the Retiree Health Care Trust Account.

24.6: An employee shall only be entitled to withdraw his or her contributions to the Defined Benefit Plan upon separation of membership in the retirement system. Separation of membership shall mean that membership in the retirement system has been terminated for at least ten (10) days; or the individual has been laid off for at least thirty (30) days.

A. A vested employee, as defined in the St. Clair County Employees' Retirement System Ordinance Article III, Section 3.4, is not required to withdraw his or her contributions upon separation of membership.

B. The employee that withdraws his or her contributions shall terminate all right to receive a pension benefit from the plan.

C. 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.

D. Pension contributions left in the plan are deferred until such time as when the former employee shall be eligible for a retirement pension.

24.7: An employee shall only be entitled to withdraw his or her contributions to the Retiree Health Care Trust Account upon separation of membership in the retirement system. Separation of membership shall mean that membership in the retirement system has been terminated for at least ten (10) days; or the individual has been laid off for at least thirty (30) days.

A. A vested employee is not required to withdraw his or her contributions upon separation of membership.

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 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.

D. 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.

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 terms and conditions stipulated.

24.8: If an employee was a full time contributing member of the Defined Benefit Plan prior to 07/1/11, subsequently becomes a part time ineligible member and thereafter returns to full time employment without a break in employment, such an employee will remain eligible for participation in the Defined Benefit Plan upon meeting the following conditions:

A. The member must have left their accumulated contributions in the plan.

B. The same elections they had previously made will continue to apply.

If an employee was a full time contributing member of the Retirement Health Care Trust Account prior to 07/1/11, subsequently becomes a part time ineligible member and thereafter returns to full time employment without a break in employment, such an employee will remain eligible for participation in the Retirement Health Care Trust Account upon meeting the following conditions:

A. The member must have left their accumulated contributions in the plan.

B. The same elections they had previously made will continue to apply.

If an employee, upon becoming an ineligible member, applies for and receives a refund of their Defined Benefit Plan and/or Retirement Health Care Trust Account contributions, they shall terminate all future right to receive a benefit from the applicable plan.

24.9 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 must elect their option not later than August 1, 2011. 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. 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, the employee shall be entitled to select one of the following contribution options.

Employee Contribution	County Contribution Match For Full Time Employees Only
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 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.

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 election 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.

24.10: 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 seventy-five percent (75%) upon attaining thirty-seven (37) years and six months (6) of 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.

24.11: A retiring employee subject to the modified retirement plan shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

Years of Service	Annual Multiplier
1 through 10	1.75% - accumulative
11 through 19	2.00% - accumulative
20 through 24	2.00% - retroactive to date of hire
25 and above	2.40% - retroactive to date of hire

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy (70%) percent for employees hired on or after July 1, 2006. The multiplier maximum for employees hired prior to July 1, 2006 shall not exceed seventy-five percent (75%). The final average compensation shall be calculated on the best three [3] years of the last ten [10] years of eligible compensation.

24.12: An employee shall be eligible to a retirement pension based upon one of the following options.

A. 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) actual years of service; or,

B. The employee has attained the age of sixty (60) years with eight (8) actual years of service contributions; or,

C. The employee has attained the age of fifty-five (55) years with twenty-five (25) years of service, including reciprocity and/or purchased military service; or,

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

24.13: Retirement shall be computed on the base salary only and where applicable service recognition and shall not include compensation from;

A. Overtime or compensatory time payoff.

B. Vacation day accrual payoff upon separation from employment for any reason.

C. Sick day accrual payoff upon separation from employment for any reason.

24.14: 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 the IRS maximum elective deferral (contribution) limit 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. A full time employee shall be entitled to select one of the following contribution options to be matched by the County:

Employee Contribution	County Contribution
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.

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 25
HEALTH, LIFE AND DENTAL CARE

25.1: 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%/20% (BC/BS pays 80% of all approved charges.)

Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Services)
$3,000.00 Employee
$6,000.00 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

Heritage Vision – 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. All participating regularly scheduled full time employees shall pay an employee premium cost co-share amount equal to 20% of the County's illustrated rate pursuant to the Board of Commissioners election per Public Act 152 adjusted annually.

B. All employee plan costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The plan cost(s) shall be paid in equal biweekly installments over the 26 annual pay periods.

C. In the event the St. Clair County Board of Commissioners modify or change the collective bargaining guidelines for the health care coverage as stipulated in Article 25, the Union and the County shall enter into collective bargaining with the purpose of establishing the health care coverage plan and employee premium coshare amounts for eligible members of the bargaining unit.

Part time regular employees, should they 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.

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

A. OPTION I NON-PARTICIPATION COMPENSATION
Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:

$ 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.

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

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

A. <u>CORE PLAN</u> (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 per individual.

B. OPTION I
* $200 to a flexible reimbursement account.

C. OPTION II
* $150 cash rebate.

25.5: Any Health Reimbursement Account credit balances in any employee's account as of June 30, 2011 will be retained by the employee. No credits will accrue after June 30, 2011.

25.6: In order to acquire and maintain 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 insurance carrier.

25.7: 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. 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.

25.8: On an approved leave of absence without pay, the employee must continue to pay the Employee Premium Co-share payments or repay those contributions retroactively upon return to work or forfeit plan eligibility and coverage.

25.9: 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.

25.10: 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 26
LIFE INSURANCE

26.1: A full time employee shall be eligible for life insurance in the amount of $50,000.

OPTION 1 - The employee has the option to purchase an amount equal to the core benefit at the Employer's group rate.

OPTION 2 - The employee has the option to purchase an amount equal to twice the core benefit at the Employer's group rate.

26.2: On an approved leave of absence without pay, the employee must continue premium payment within the provisions of the insurance policy or forfeit insurance coverage.

26.3: In order to be eligible for benefits, the employee must enroll by the method and manner determined by the County.

ARTICLE 27
SICK DAYS AND DISABILITY INSURANCE

27.1: Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Part time regular employees earn paid sick time in accordance with Article 27.19. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

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

27.3: An employee shall be eligible to use sick days, upon satisfactory completion of the orientation period, for personal illness or serious or critical illness to their spouse, parent or child.

27.4: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited. If a leave balance is available, the employee is ineligible for Absence Without Pay (AWOP), unless approved by the Department Head.

27.5: 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 shall be on "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. 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 day compensation, but shall be subject to discipline.

27.6: Sick days may be taken in place of normally scheduled work days, excluding holidays.

27.7 Sick days shall not accrue on an unpaid leave of absence. Sick days shall accrue on a paid leave of absence.

27.8: An employee shall be eligible for short term disability salary continuation when an illness or injury extends beyond twenty-eight (28) consecutive calendar days. Any employee who has less than one year full time employment with the County is ineligible for short term disability and FMLA. Once one year of full time employment is reached, the employee may be eligible for short term disability and FMLA, which will run concurrent. Compensation shall commence the twenty-ninth (29th) calendar 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. Short term disability salary continuation shall be for a period of six (6) months. 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.

27.9: The County shall provide the disabled employee salary continuation from the twenty-eighth (28th) consecutive calendar 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. Be it provided that fringe benefits 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 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 contributions to the retirement system, which provides credit toward his or her annual multiplier upon retirement. 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 enjoyed at the time of disability at the same premium cost share as when actively employed.

D. The employee eligible for Service Recognition shall receive compensation as though regularly scheduled to work.

E. The employee shall not be entitled to paid Holidays.

27.10: The disabled employee shall be ineligible for salary continuation for refusal to accept an offer of work that reasonably accommodates any restrictions as indicated by the treating physician

27.11: Commencing the one hundred and eighty-first (181st) calendar day long term disability salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. Long term disability salary continuation through an insurance plan for the duration of the illness or injury not to exceed a maximum period of five (5) years is subject to the administrative terms and conditions established by the insurance carrier. 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. The County shall require prepayment of all premium costs.

C. An employee purchasing dental care coverage shall continue to pay one hundred (100%) percent of the premium cost as provided by COBRA.

D. 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 rights.

27.12: The employee shall be entitled to select either the core salary continuation (disability) plan or Option I as follows:

A. CORE PLAN
* 66 2/3% of base salary
* Up to 5 years from date of disability

* $4,000 monthly maximum

B. OPTION I
* 70% of base salary
* Benefit up 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.

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

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.

27.14: 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 Supervisor may require the employee to submit to a physical examination and the County shall pay the expenses incurred.

27.15: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 21 - Leave of Absence. The seniority of an employee on an approved leave of absence shall be protected for one (1) year.

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

27.17: 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.

Months of Service	% of Accrual
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%

27.18: The employee shall give the Employer two (2) weeks written notice of resignation, or the employee shall forfeit one (1) day of retrievable sick or vacation payoffs for each day short of the required two (2) weeks notice.

27.19 Part Time Paid Sick Leave

1. Part time regular employees who work an average of twenty-five (25) or more hours per week in the previous calendar year are eligible for forty (40) hours of paid sick leave credited on January 1st of the following year.
2. New hires are eligible for pro-rated sick time on their first day of employment, but must complete a successful 90 day probationary period before using sick time. Upon reaching the first full calendar year since employment, they will need to requalify each year to be eligible.
3. Each year part time employees must requalify for the forty (40) hours of paid sick leave by averaging twenty-five (25) hours or more per week for the previous calendar year.
4. An eligible employee shall not use more than forty (40) hours of sick leave per year or use time in advance of earning it.
5. Paid sick time shall not be carried over to the next year.
6. At time of separation of employment, any remaining paid sick leave is not eligible for pay out. If an employee leaves employment with the County and returns, any forfeited leave time upon termination shall not be reinstated. The employee will need to requalify.
7. Employee shall not use accrued sick time until successfully completing a 90 calendar probationary period.
8. Paid sick leave time will be prorated for new hires. If hired on or before the 15th of the month, they will receive that month's sick time.
9. Upon the satisfactory completion of the probationary period, an employer shall allow an eligible employee to use paid medical leave for any of the following:
    A. The eligible employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's mental or physical illness, injury, or health condition; or preventative medical care for the eligible employee.
    B. The eligible employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the eligible employee.
    C. If the eligible employee or the eligible employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
    D. For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency; for an eligible employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care

provider that the eligible employee's or eligible employee's family member's presence in the community would jeopardize the health of others because of the eligible employee's or family member's exposure to a communicable disease, whether or not the eligible employee or family member has actually contracted the communicable disease.

E. Sick time must be used in one (1) hour increments and is subject to the policies and procedures of the employee's department.

F. If an employee demonstrates a pattern of abuse or excessive use of sick time, they shall be subject to discipline, up to and including termination. Also, the County reserves the right to request a doctor's certification.

ARTICLE 28
FUNERAL LEAVE

28.1: 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.

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

28.3: 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 29
VACATIONS

29.1: Effective July 1, 2006 all full time regular employees shall be entitled to vacations according to the following schedule. No employee shall be adversely affected by the implementation of this schedule. An adversely affected employee shall remain at his or her annual vacation credit in the previous vacation schedule until such time as the employee attains a level of seniority that entitles the employee to an increase in annual vacation credit.

Years of Service	Days
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

Part time: All part time County employees shall be entitled to accrue unpaid vacation time based on hours worked relative to the schedule above. The total number of hours worked annually by a part time employee shall be divided by either 1950 or 2080 annual full time hours contingent upon the operation of the department to establish years of full time service.

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

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

29.4: 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 one time.

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

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

29.7: 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 pay-off of vacation time from the 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.

ARTICLE 30
HOLIDAYS

30.1: Full time regular employees are entitled to the holidays determined by the State Supreme Court Administrator's Office.

30.2: 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 the following Monday.

30.3: To be eligible for holiday pay, the employee must work the day before and after the holiday unless such absence is authorized.

30.4: Full time employees shall, at the employee's option, be compensated for work performed on a holiday.

Option 1 - The employee shall be compensated at two and one-half (2-1/2) times the base hourly rate.

Option 2 - The employee shall be compensated at one and one-half (1-1/2) times the base hourly rate and granted an hour for our vacation credit.

30.5: The Court shall make every effort to provide reasonable accommodation for employees to attend services associated with the practice of their religious beliefs. Be it provided that the employee shall give sufficient notice to provide the Court with opportunity to make necessary operational arrangements. Such operational arrangements shall not adversely affect the operation of the Court. The Court will not compensate the employee for time away from the job except that the employee may utilize vacation or compensatory time.

30.6: In the event the Michigan Supreme Court shall reduce or otherwise modify the number or dates of holidays subsequent to 1997, the Court, County and Association shall meet in a timely manner to discuss the reduction or modification of holidays. The members of the Association shall not be made to suffer a reduction or modification of holidays unless the reduction or modification is consistent with the schedule of holidays celebrated by the majority of the County's employees.

ARTICLE 31
SERVICE RECOGNITION

31.1: Full time regular employees hired before October 26, 1994 are eligible for a lump sum payment in recognition of their years of continual service based on the following schedule effective July 1, 2006:

Years of Service	% of Base Salary	Maximum payment shall not exceed
10 - 14	4%	$ 1,000
15 - 19	6%	$ 1,500
20 - 24	8%	$ 2,000
25+	10%	$ 2,500

31.2: 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.

31.3: In the event an eligible employee's anniversary occurs during an approved leave of absence, the employee shall be entitled to a lump sum payment. The payment shall be prorated to reflect leave without pay or reduced pay.

31.4: Employees with ten (10) or more years of service shall be entitled to a prorated lump sum payment in the event of honorable employment termination, retirement or death in service.

ARTICLE 32
JURY DUTY AND SUBPOENA AND WITNESS FEE

32.1: Employees who are called to serve as Jurors shall continue to receive their normal pay. Any compensation, not including reimbursements of actual expenses, provided an employee as a Juror will be surrendered to the County Treasurer.

32.2: Employees who are subpoenaed to produce records to act as a witness shall continue to receive their normal pay when employment related. Any compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses, shall be surrendered to the County Treasurer.

ARTICLE 33
MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT

33.1: Employees who use their personal vehicles on business required by the Court shall be reimbursed in accordance with the IRS regulations for expense reimbursements and the County's Expense Reimbursement Policy.

33.2 Expenses for ordinary and necessary travel incurred as a result of an employee's official duties shall be reimbursed in accordance with the IRS regulations for expense reimbursements and the County's Expense Reimbursement Policy.

ARTICLE 34
WAGES

TITLE	JOB GROUP	WAGE RANGE
Court Clerk I	I	D
Court Clerk II	I	E
Court Clerk III	I	F
Finance Clerk	II	EE
Sr. Court Clerk Coordinator	II	F

2.0%-Effective January 1, 2020

2020 County Wage Structure									
	START	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	Wage Range
Group I: Office Professionals/General Laborer									
D	29,341	30,515	31,736	33,005	34,326	35,698	37,127	38,611	D
E	31,736	33,005	34,326	35,698	37,127	38,611	40,156	41,763	E
F	34,326	35,698	37,127	38,611	40,156	41,763	43,433	45,170	F
Group II: Professional/Technical									
EE	40,156	41,763	43,433	45,170	46,977	48,856	50,810	52,843	EE
F	41,763	43,433	45,170	46,977	48,856	50,810	52,843	54,956	F

Court Reporters hired on or before December 31, 2017:

2.0%-Effective January 1, 2020	Start	Step 2	Step 3	Step 4	Step 5	Step 6
Court Reporters	$ 50,031	$ 52,050	$ 54,129	$ 56,296	$ 58,543	$ 60,886

Court Reporters hired on or after January 1, 2018:

COURT REPORTER	II	G

2.0%-Effective January 1, 2020

2020 County Wage Structure									
Group II: Professional/Technical	START	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	Wage Range
G	45,170	46,977	48,856	50,810	52,843	54,956	57,155	59,442	G

Note: An employee placed into an equivalent classification shall be compensated at the matching wage, if applicable, or nearest higher salary to their current compensation and shall progress through the scale upon each anniversary date of employment.

January 1, 2021 – Wage and Pension Employee Contribution Reopener

During the calendar period of October 1, 2020 through December 31, 2020 the Union or County may request, in writing, a meeting with representatives of the County to bargain a mutually acceptable wage and employee pension contribution for the 2021 contract term.

ARTICLE 35
TERM OF AGREEMENT

35.1: This agreement shall be in effect and become operative on January 1, 2020, and shall continue in operation and effect through December 31, 2021. 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, 2021 subject to termination or modification, thereafter by either party upon ten (10) days written notice. The parties mutually agree to endeavor to begin negotiations not later than ninety (90) days prior to the expiration of this Agreement.

35.2: 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 16th day of January, 2020.

ST. CLAIR COUNTY PROBATE/
FAMILY COURT CLERICAL
EMPLOYEES ASSOCIATION

Martha Esquibel
Martha Esquibel
President

Trisha Burns
Vice President

Thomas Scherer
Business Agent, TPOAM

THE COUNTY OF ST. CLAIR
MICHIGAN

Daniel J. Kelly
Chief Judge

Jeff Bohm
Chairperson, Board of Commissioners

Jay DeBoyer
County Clerk/Register