AGREEMENT

BETWEEN

31ST. JUDICIAL CIRCUIT COURT
FAMILY DIVISION

ST. CLAIR COUNTY

AND

31ST. JUDICIAL CIRCUIT COURT
FAMILY DIVISION SUPERVISORS, CIRCUIT COURT FAMILY & PROBATE
EMPLOYEES ASSOCIATION

JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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ARTICLE 1
AGREEMENT

1.1: This Agreement made and entered into this 1st day of January, 2019 by and between the 31st. Judicial Circuit Court - Family Division, 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 Supervisors, Circuit Court Family and Probate Employees Association (CCFSE) herein termed as the Association.

This Agreement is subject to the terms of the Local Financial Stability and Choice Act PA 436 of 2012 and 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 Financial Stability and Choice Act and Local Government and School District Fiscal Accountability Act.

Inclusion of the language does not constitute an agreement by the Association to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Association'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 provide a foundation for the mutual cooperation of concerns of the Court and County and the Association's individual members as policy enforcers and in a limited sense policy makers. It is understood and agreed that the members, as supervisors, and the 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 by the 31st Judicial Circuit Court, Family Division, the Probate Court and the St. Clair County Board of Commissioners as exclusive representative of employees in the following classifications:

Probate Registrar
Treatment Program Manager
Program Manager
Assistant Program Manager

Logistical Supports Coordinator
Judicial Secretary, Adult Probate Court
Guardianship Investigator
Process Server

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

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 and Juvenile Court, except only as expressly abridged in this Agreement. The control of its properties, and the maintenance of order and efficiency is 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 Circuit Court - Family Division and Probate Court.

B. Further, it is recognized that the responsibility and prerogatives of the management of the Circuit Court - Family Division and Probate 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.

D. The Association acknowledges the practice of following the provisions of the Juvenile Court Manual, prescribing in detail the standards of operation prescribed for the orderly and required management of the Juvenile Court. It is further understood that the Juvenile Court Manual may from time to time require revision due to changes in federal and/or state laws and regulations.

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

F. The parties recognize that St. Clair County Judges have the legal authority to appoint their personal staff (Law Clerks, Court Reporters, Judicial Secretaries) in accordance with the laws, regulations, and Court Rules of the State of Michigan including but not limited to MCR 8.110. The Chief Probate Judge also has the legal authority to appoint their Registers and Deputy Registers 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. Members of each Judge's personal staff and some Court personnel, as provided by law, regulation, court rule, or other authority, serve at the sole and unabridged discretion of the Judge/Court to whom said employee is assigned or designated. All of said positions 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
DUES WITHHOLDING

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 authorization card shall pay the monthly Association dues uniformly required of Association 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 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 6
ASSOCIATION REPRESENTATION

6.1: 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 Family 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 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.

ARTICLE 7
GRIEVANCE PROCEDURE

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

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

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

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

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

7.6: An employee may appeal the decision of the economic grievance to Mediation through the Michigan Employment Relations Commission. Any resolution reached through the mediation process shall be final and binding on both parties.

7.7: As to non-economic decisions, the decision of the Court Administrator shall be subject to appeal to the Chief Judge which shall be filed in writing with the Chief Judge within seven (7) calendar days of the date of the Family Division Administrator's decision.

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

The Chief Judge shall review the decision of the 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.

ARTICLE 8

SENIORITY

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

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

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

ARTICLE 9
LOSS OF SENIORITY

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

A. Resigns.

B. Employment is terminated and not reversed.

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

D. Death.

E. Absent for three (3) consecutive working days without providing notification to the supervisor. Notice will be sent to the employee's last known address. The grievance procedure shall be available to the employee provided it is initiated in the time frame set forth in Article 7 - Grievance Procedure.

ARTICLE 10
DISCHARGE AND DISCIPLINE

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

10.2: It shall be the responsibility of the disciplined employee to notify the Association at the discretion of the employee.

10.3: The disciplined employee shall be entitled to utilize the grievance procedure to appeal a disciplinary notice. The grievance shall be file in accordance with Article 7 - Grievance Procedure.

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

ARTICLE 11
EMPLOYEE RECORDS REVIEW

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

11.2: 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.

11.3: 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 12
NEW CLASSIFICATIONS

12.1: 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.

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

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

ARTICLE 13
WORKING HOURS

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

13.2: The employee who works more than seven and one half (7 1/2) or eight (8) hours, according to past practice, in a day or beyond the normal thirty-seven and one half (37 1/2) or forty (40) hours in a week, according to past practice, shall be entitled to either compensatory time or overtime pay at a rate of one and one half (1 1/2) times their normal hourly rate, as determined by the Court.

13.3: Compensatory time off may be granted only at the mutual consent of the employee and supervisor.

13.4: Work performed on a holiday shall be compensated at two and one half (2 1/2) times. The employee shall be paid the holiday pay or be granted straight pay and one and one half (1 1/2) times as compensatory time as determined by the Court.

13.5: An employee who is designated as an on-call Juvenile Referee shall receive one hour of straight time pay per day of "on-call".

13.6: Compensatory time may accrue to a maximum of forty-five (45) hours.

13.7: When an employee's compensatory time is at or below the cap, time off shall be scheduled at the request of the employee subject to the Court meeting its operational needs. When compensatory time exceeds the cap, the employee's supervisor may require the employee to take the compensatory time off within a reasonable period.

13.8: Upon separation of employment the employee shall be paid the accrued compensatory time at the employee's current hourly rate to a maximum of forty-five (45) hours.

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

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

A. The departmental overtime form is to be submitted to the employee's supervisor authorizing the overtime no later than the employee's next scheduled workday.

B. The supervisor authorizing the overtime shall sign the form to verify the authorization to work the overtime.

C. The supervisor authorizing the overtime shall submit the overtime form to the payroll delegate in a timely manner to assure overtime payment in the pay period in which it is worked but not later than the following pay period in which the overtime was worked.

D. Overtime that is not authorized by a supervisor may not be compensated.

E. An employee or a supervisor that fails to provide notice of authorized overtime no later than the pay period following the pay period in which it is earned shall be subject to discipline up to and including employment termination.

13.11: All currently accrued compensatory time balances over the 45 hour cap shall be expended within a reasonable amount of time based on the following formula:

Accrued Hours	Years to Expend
46-200	2
201-300	3
301-400	4
401-500	5
501-600	6
601+	7

13.12: On-call pay will be at the Court's discretion.

ARTICLE 14
LEAVE OF ABSENCE

14.1: Leaves of absence for reasonable periods, not to exceed one (1) year, will be granted without loss of seniority for:

A. Illness leave (physical or mental); and

B. Prolonged illness of parent, spouse or child.

All leaves granted shall comply with the period of medical disability stipulated in writing by the attending physician. The 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, provided the charges of the physician are paid by the Court.

14.2: 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 Act will be taken consistent with the Act, this provision and the policy of the County.

14.3: Upon 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.

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

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

14.6: In no case shall an employee be granted a leave of absence greater than one (1) year or greater than their months of service as a regular full time employee if less than one (1) year. In the event the employee fails to return to work the next workday following the expiration of a leave of absence, the employee shall be

considered resigned.

14.7: 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.

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

14.9: While on a leave of absence without pay for any reason, the employee accrues no vacation time, compensatory 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.

14.10: 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.

14.11: The 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 15
WORKER'S COMPENSATION

15.1: All employees shall be subject to the St. Clair County's Worker's Compensation Plan. Worker's Compensation is governed by state law and Board policy and procedure, therefore, is subject to change.

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

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

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

15.5: When an employee is eligible for Worker's Compensation, the employee will receive a check directly from Worker's Compensation. The County shall continue to provide the employee a regular paycheck minus the monies received from Worker's Compensation and all other authorized payroll deductions to the extent their accrued sick days.

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

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

ARTICLE 16
ASSOCIATION BULLETIN BOARD

16.1: 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 17
RETIREMENT

17.1: 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.

17.2: 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.

17.3: The St. Clair County Retirement System provides eligible employees (hired before 01/01/09) with a Defined Benefit Pension Plan. A defined benefit plan is a retirement plan that establishes an annual and monthly pension amount based on an employee's years of service and final average compensation. Participation in the Defined Benefit Plan is mandatory among eligible employees as defined and set forth in 17.1. Terms and conditions of the Defined Benefit Plan are addressed in the Retirement Plan booklet. Employee and Employer contributions are as follows.

A. The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The employee shall contribute five percent (5%) of his or her eligible gross bi-weekly wage. The County shall contribute the remaining contribution determined necessary.

17.4: The St. Clair County Retirement System provides eligible employees (hired before 01/01/09) with the opportunity to participate in the retiree health care plan 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 (hired before 01/01/09) 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 before 01/01/09) subject to the modified plan must have twenty (20) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.

C. An employee that chooses not to participate in the prefunding of retiree health care or that does not meet the actual years of service contributions stipulated in the preceding subsections A and B, shall be entitled to purchase retiree health care coverage based on the following conditions.

[i] The full time employee shall have eleven (11) or more actual years of service contributions to the Retirement Plan.

[ii] The employee, as a retiree, shall be required to pay the entire premium cost determined by the County on a month-to-month basis as a deduction from his or her monthly pension payment.

[iii] The employee with contributions in the Health Care Trust Account shall be entitled to pay the health care premium costs from his or her contributions. When contributions are depleted the retiree shall be subject to the preceding [ii].

[iv] The employee, upon making an application for retirement, must choose to purchase or not purchase health care coverage. The employee, as a retiree, may not choose to purchase health care at a later time. In other words, the employee, as a retiree, must participate in the purchase of health care coverage upon initial retirement or he or she shall be forever ineligible for health care coverage.

[v] The employee, as a retiree, shall not be entitled to purchase health care coverage intermittently from the Retirement Plan. Failure to pay the monthly premium, whether intentionally or unintentionally disqualifies the retiree for health care coverage. In other words, the retiree shall not be entitled to discontinue and later re-enroll for health care coverage.

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

A. Employees hired before January 1, 2009 shall contribute as follows:

Effective Date	Employee Contribution

01/01/15	2.5%
01/01/16	2.5%
01/01/17	2.5%

17.6: An employee who is eligible to receive retiree health care 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. 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 to be matched by the County.

Employee Contribution	County Contribution
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. The election once executed is irrevocable.

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.

17.7: 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.

17.8: 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:

Years of Service	Annual Multiplier
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 sixty-nine and six tenths (69.6%) percent. Effective January 1, 2000, the multiplier shall increase to but not exceed seventy-five (75%) percent at thirty-one (31) years and three (3) months. Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

17.9: An employee shall be eligible 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) 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) 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 also have completed twenty-five (25) years of actual service.

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

17.10: 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 days; or the individual has been laid off for at least thirty days.

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.

17.11: 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 days; or the individual has been laid off for at least thirty days.

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.

17.12: If an employee was a full time contributing member of the Defined Benefit Plan prior to 01/01/09, 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 01/01/09, 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 either plan.

17.13: Effective January 1, 2000, retirement shall be computed on the base salary only and where applicable, service recognition, and shall not include compensation from:

A. Overtime;

B. Compensatory time payoff;

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

D. Vacation accrual payoff upon separation from employment for any reason.

17.14: 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.

17.15: Full time employees hired on or after January 1, 2009 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.

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

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.

17.16: The Union and the County agree that if the provisions of the Employee Compensation Best Practices Requirements are implemented, the County and the bargaining unit will meet and negotiate a hybrid pension plan to meet the provisions as identified in order to continue to receive EVIP payments (formerly known as Statutory Revenue Sharing).

ARTICLE 18
HEALTH, LIFE AND DENTAL CARE

18.1: Effective January 1, 2013 each full time employees shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 8

Annual Deductible:

$500 – Employee
$1,000 – Family

Annual Co-Pays:
80% - Plan Approved Charges
20% - Employee

Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Services):
$3,000 – Employee
$6,000 - Family

$20 Office Visit Co-Pay

$20 Chiropractic Co-Pay

Prescription Drug Rider Deductibles
$15.00 - Generic Prescription Drugs
$30.00 - Brand Name Prescription Drugs
$45.00 – Non-Preferred Prescription Drugs

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

Unlimited Annual In Network Preventative Services

Heritage – Vision Rider

HCA – Hearing Care

The employer shall pay the plan cost with the following exceptions:

A. Effective January 1, 2013 and thereafter, all participating regularly scheduled full time employees shall pay an employee premium cost coshare amount equal to 20% of the County's illustrated rate adjusted annually.

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 18 – Health, Life and Dental Care, 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.

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

NON-PARTICIPATION COMPENSATION
$ 650 - One Person subscriber
$1100 - Two Person subscriber
$1350 - Family Plan subscriber

Payment shall be made in equal bi-weekly installments. The employee may elect the compensation through deferred compensation or individual flexible spending account.

The employee shall have sole responsibility to apply for deferred compensation, which shall be consistent with all terms and conditions of deferred compensation.

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

18.4: 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 twenty-six annual pay periods.

18.5: 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
- Plan 100/50/50 to an annual maximum of $1,000 per individual per year.
- Orthodontia Plan 50/50 to a lifetime maximum of $1500 of $3000 per individual.

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

C. OPTION II
- $150 cash rebate.

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

Salary	Life Insurance Amount
Less than $35,000	$40,000
$35,000 to $39,999	$45,000
$40,000 or more	$50,000

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

18.7: 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.

18.8: 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.

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

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

18.11: 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 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.

18.12: 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 19
SERVICE RECOGNITION

19.1: Full time employees hired prior to March 14, 1994 shall be eligible for a lump sum payment in recognition of their years of continual service and shall be paid on the following schedule:

Years of Service	% of Base Salary	Maximum Payment
10 - 14	4%	$1,600
15 - 19	6%	$2,400
20 - 24	8%	$3,200
25 +	10%	$4,000

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.

19.2: 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.

19.3: 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 20
SICK DAYS AND DISABILITY INSURANCE

20.1: 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.

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

20.3: In the event of a serious illness of the spouse, 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.

20.4 The employee 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 Step Sibling, Spouse Brother-In-Law or Sister-In-Law, Aunt or Uncle, Niece or Nephew.

Leave will be granted for consecutive regularly scheduled working days following the death of an employee's family member or relative. Should there be a delay in funeral or memorial services, or other unusual circumstances, with the advance approval of the department head some or all of these days may be used in an inconsecutive manner during the first thirty (30) calendar days following the death.

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.

20.5: The supervisor 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.

20.6: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited. Sick days shall not accrue on an unpaid leave of absence. Sick days shall accrue on a paid leave of absence. If a leave balance is available, the employee is ineligible for Absent Without Pay (AWOP).

20.7: 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 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 Court Administrator 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.

20.8: 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.

20.9: An employee shall be eligible for short term disability salary continuation when an illness or injury extends beyond twenty-eight (28) consecutive calendar days. 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 up to 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.

20.10: The County shall provide the disabled employee short term disability salary continuation from the twenty-eight (28) consecutive calendar day up 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 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 (pension and healthcare), 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.

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

20.12: 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 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 (50%) percent of the premium cost.

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

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

D. The County shall require prepayment of all premium costs.

20.13: 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.

20.14: 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
* 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.

20.15 The employee shall be eligible to supplement disability compensation with vacation days, compensatory days or sick days on a ratio of one (1) 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.

20.16: 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.

20.17: 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.

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

20.19: 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%

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

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

ARTICLE 21
VACATIONS

21.1: Full time employees shall be entitled to vacations as determined by their placement on the following schedule by the Family Court Administrator, or if the Family Court Administrator declines to make a placement, vacation 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.

Years of Service	Days
1 - 2	5
3 - 4	10

5 - 9	17
10 - 14	20
15 - 19	23
20 - 24	25
25 +	28

21.2: 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.

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

21.4: 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 forty-five (45) days. In other words, an employee shall not be entitled to maintain an accrual of more than forty-five (45) days at any time.

21.5: Vacation days must have 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. Seniority shall prevail when requests are simultaneous within the same classification.

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

21.7: 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.

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

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

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

ARTICLE 22
HOLIDAYS

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

22.2: 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, unless authorized the day off.

22.3: 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.

22.4: 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.

22.5: Employees who work in a 24 hour facility and are normally scheduled to work a Saturday and/or Sunday, shall celebrate the holiday on the day it actually occurs or be granted another day off if the holiday falls on their scheduled day off.

ARTICLE 23
SEVERANCE PAY

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

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

23.2: 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.

23.3: 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.

23.4: 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.

23.5: 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.

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

ARTICLE 24
JURY DUTY, SUBPOENA AND WITNESS FEES

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

24.2: 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.

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

24.4: 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.

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

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

ARTICLE 25
MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT

25.1: Employees who use their personnel vehicles on business required by the County shall be reimbursed in accordance with the IRS Regulations for Expense Reimbursements and the County's Expense Reimbursement Policy.

25.2: Court approved expenses for lodging and meals shall be in accordance with the IRS Regulations for Expense Reimbursements and the County's Expense Reimbursement Policy

ARTICLE 26
EMPLOYEE LIABILITY

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

ARTICLE 27 - WAGES

		Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year
Process Server	I-FF	34,998	36,399	37,854	39,369	40,944	42,581	44,284	46,056
Judicial Secretary	II-F	40,944	42,581	44,284	46,056	47,898	49,814	51,807	53,878
Guardianship Investigator	II-EE	39,369	40,944	42,581	44,284	46,056	47,898	49,814	51,807
Logistical Support Coordinator	I-G	36,399	37,854	39,369	40,944	42,581	44,284	46,056	47,898
Assistant Program Manager	II-H	47,898	49,814	51,807	53,878	56,034	58,276	60,606	63,031
Program Manager	III-FF	53,878	56,034	58,276	60,606	63,031	65,551	68,174	70,901
Treatment Program Manager	III-FF	53,878	56,034	58,276	60,606	63,031	65,551	68,174	70,901
Probate Registrar *	III-EE	49,814	51,807	53,878	56,034	58,276	60,606	63,031	65,551
*Hired on or after January 1, 2018									
		Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year
Probate Registrar**		51,805	53,876	56,032	58,272	60,601	63,027	65,527	68,169

*Hired on or after January 1, 2019
**Hired on or before December 31, 2018

January 1, 2020 Wage Reopener
The Association may request a meeting with representatives of the County and the Court to bargain a mutually acceptable wage for the 2020 calendar year. The Association request, if forthcoming, shall be made in writing no more than ninety (90) calendar days prior to December 31, 2019. The parties are agreed that the 2020 calendar year wage shall be the only topic of bargaining unless otherwise mutually agreed by the parties.

January 1, 2021 Wage Reopener
The Association may request a meeting with representatives of the County and the Court to bargain a mutually acceptable wage for the 2021 calendar year. The Association request, if forthcoming, shall be made in writing no more than ninety (90) calendar days prior to December 31, 2020. The parties are agreed that the 2021 calendar year wage shall be the only topic of bargaining unless otherwise mutually agreed by the parties.

ARTICLE 28
TERM OF AGREEMENT

28.1: 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, 2021. The parties mutually agree to endeavor to begin negotiations not later than 90 days prior to the expiration of this Agreement.

28.2: 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.

28.3: 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 6TH day of DECEMBER 2018.

CIRCUIT COURT FAMILY SUPERVISORS, EMPLOYEES & PROBATE EMPLOYEES ASSOCIATION

Craig Chipman
Association Co-President

Lynda Varty
Association Co-President

THE COURT AND THE COUNTY

Hon. Daniel J. Kelly
Chief Judge

Jeff Bohm, Chairperson
Board of Commissioners

Jay DeBoyer
County Clerk