AGREEMENT

BETWEEN

THE ST. CLAIR COUNTY 31ST JUDICIAL CIRCUIT COURT

AND

THE ST. CLAIR COUNTY COURT BAILIFF

ASSOCIATION

JANUARY 1, 2020

THROUGH

DECEMBER 31, 2020

Table of Contents

ARTICLE 1 AGREEMENT 3
ARTICLE 2 PURPOSE AND INTENT 3
ARTICLE 3 RECOGNITION 3
ARTICLE 4 MANAGEMENT RIGHTS 3
ARTICLE 5 CONTRACTUAL WORK 4
ARTICLE 6 UNION MEMBERSHIP 4
ARTICLE 7 UNION REPRESENTATION 5
ARTICLE 8 UNION DUES 5
ARTICLE 9 GRIEVANCE PROCEDURE 6
ARTICLE 10 PROBATIONARY EMPLOYEES 8
ARTICLE 11 DISCHARGE AND DISCIPLINE 9
ARTICLE 12 SENIORITY 9
ARTICLE 13 LOSS OF SENIORITY 9
ARTICLE 14 SENIORITY LIST 10
ARTICLE 15 LAYOFF 10
ARTICLE 16 RECALL FROM LAYOFF 11
ARTICLE 17 TEMPORARY ASSIGNMENTS 11
ARTICLE 18 VETERANS 11
ARTICLE 19 TRANSFERS 12
ARTICLE 20 RATES FOR NEW JOBS 12
ARTICLE 21 LEAVES OF ABSENCE 12
ARTICLE 22 JOB POSTING 13
ARTICLE 23 WORKING HOURS 13
ARTICLE 24 OVERTIME 14
ARTICLE 25 SICK DAYS AND DISABILITY INSURANCE 14
ARTICLE 26 FUNERAL LEAVE 18
ARTICLE 27 JURY DUTY AND SUBPOENA AND WITNESS FEES 18
ARTICLE 28 INJURY LEAVE 18
ARTICLE 29 HOLIDAYS 19
ARTICLE 30 VACATIONS 20
ARTICLE 31 HEALTH CARE AND DENTAL CARE AND LIFE INSURANCE 21
ARTICLE 32 ACT OF GOD CLOSURE OR PARTIAL CLOSURE OF FACILITIES 23
ARTICLE 33 MILEAGE ALLOWANCE 24
ARTICLE 34 RETIREMENT 24
ARTICLE 35 SERVICE RECOGNITION 29
ARTICLE 36 UNIFORM MAINTENANCE AND CLEANING ALLOWANCE 29
ARTICLE 37 EMPLOYEE LIABILITY 29
ARTICLE 38 LEAD BAILIFF PREMIUM 30
ARTICLE 39 SALARY SCHEDULE 31
ARTICLE 40 TERMINATION OF AGREEMENT 32

ARTICLE 1
AGREEMENT

1.1: This Agreement entered into on this January 1, 2020 by and between the St. Clair County 31st Judicial Circuit Court (hereinafter referred to as the "Employer" or the "Court") and the legislative body of the Court, St. Clair County Board of Commissioners (hereinafter referred to as the "County") and the St. Clair County Bailiff Association (hereinafter referred to as the "Union").

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

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 4 of 2011 (Local Government and School District Fiscal Accountability 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 the Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Court, the County, the employees and the Union.

ARTICLE 3
RECOGNITION

3.1: The Union is hereby recognized as the exclusive representative for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, working conditions, and other conditions of employment for all Court Bailiff but excluding supervisory and confidential employees.

3.2: Employees represented by the Union but receiving any part of their salaries and benefits made available through any Federal, State or Local Millage funding, shall be subject to all provisions of this Agreement equally with all other employees, but shall be considered separate and distinct with regard to such matters as are specifically applicable and as provided in this Contract, except as otherwise provided by applicable law.

3.3: The Union'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 right to exercise such function or right or preclude the Union form exercising the same in some other way not in conflict with the express provision of the Agreement.

ARTICLE 4
MANAGEMENT RIGHTS

4.1: It is recognized that management of the Court, the control of its properties, and the maintenance of order and efficiency is solely the responsibility of the Court. Other rights and responsibilities not expressly abridged by this Contract shall belong solely to the Court and are hereby recognized prominent among, but by no means wholly inclusive.

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 discontinue jobs; the maintenance and repairs; amount of supervision necessary; methods of operation; scheduling hours; manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate the Court.

B. Further, it is recognized that the responsibility of the management of the Court for the selection and direction of the working forces includes the right to hire, suspend, discipline or discharge for just cause; assign work within the unit; promote or transfer; the right to decide employee's qualifications; to determine the rules and regulations governing employee's conduct and safety; and to relieve employees from duty because of lack of work or other legitimate reason; is vested exclusively in the Court, subject only to the provisions of this Agreement as herein set forth.

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

ARTICLE 5
CONTRACTUAL WORK

5.1: The right of contracting or subcontracting is vested with the Court.

5.2: The Court or County shall notify the Union within thirty (30) calendar days prior to implementing a contract or subcontract of work currently performed by any bargaining unit member. If the Union requests, the Court and/or the County will meet with the Union prior to letting any contract. At such meeting, the Union will be advised of the nature and scope of the work to be performed.

5.3: The Court or the County shall provide the Union with a list of the employees and classifications affected.

ARTICLE 6
UNION MEMBERSHIP

6.1: 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 withhold by written notice served to both the County and the Union.

6.2: Pursuant to the Michigan Public Employment Relation Act, it is not a condition of employment that any employee joins the Union or pays dues or service fee.

6.3: For those employees for whom properly executed payroll deduction authorization forms are delivered to the Human Resources office the Employer will deduct Union dues each pay period as per such authorization and shall remit to the Police Officers Association of Michigan (P.O.A.M.) any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

ARTICLE 7
UNION REPRESENTATION

7.1: Employees covered by this Agreement shall be represented by a Bargaining Committee selected by the Union and by the Police Officers Association of Michigan (P.O.A.M). The Court agrees that up to two (2) members of the Union's Bargaining Committee, one of which will be the Local President, shall suffer no loss of pay or benefits when in actual attendance at a bargaining meeting during regularly scheduled hours of work. Meetings shall be mutually agreed upon in advance between the parties.

7.2: The Union shall notify the Court and the County in writing of names and classifications of all Local Representatives of the Union. Members of the Unit who are not officially identified as Union Representatives shall not be recognized or permitted to represent the interests of other members of the Union to the Court and the County. Changes in Union representation shall be made, in writing, to the Circuit Court Administrator and the Human Resources Director in prompt fashion.

7.3: The Local President of the Union and/or alternate shall suffer no loss of pay or benefits for representing members of the Bargaining Unit on all matters of application of this Agreement, including the presentation of grievances, negotiations of changes, and terms and conditions of employment during regularly scheduled hours of work.

ARTICLE 8
UNION DUES

8.1: Check Off:

a. The County agrees to deduct from the wages of any employee, all Union membership dues, as provided in a designated written authorization form. The executed written authorization for Union dues deduction shall remain in full force and effect and may be revoked only by written notice. The termination notice must be given to the County and to the Union. If an employee mails or delivers written notice to the County, the County will forward a copy with the monthly dues deduction report.

b. The dues will be authorized, levied, and certified in accordance with the constitution and bi-laws of the Local Union. Each employee and the Union hereby authorize the County to rely upon and to honor certification by the Local Union regarding the amounts to be deducted.

8.2: Remittance of Dues and Fees:

a. Check off deduction under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first and second pay check of each month.

b. Deductions for any calendar month shall be remitted to the Police Officers Association of Michigan (P.O.A.M.), 27056 Joy Road, Redford, Michigan 48239, with the alphabetical list of names and the amount deducted, no later than the fifth (5th) working day of the month, following the month in which they were deducted.

c. The County shall notify the Police Officers Association of Michigan (P.O.A.M.) of the names and addresses of employees who are newly hired, rehired, transferred, or reinstated into the Bargaining Unit and of the names and addresses of employees who are no longer subject to deductions because of employment status.

8.3: The Union shall indemnify, defend, and save the Court and/or the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result from any conduct taken by the Court and/or County for the purposes of complying with the provisions of this Article and

Article 6 – Union Membership. It is further agreed that no employee shall have any claim against the Court and/ or the County for any deductions made or not made, as the case may be, except that the Court and/or County shall be responsible to provide the Union with dues deducted from the employee's pay. In no case shall the Court and/or the County be responsible to pay the employee an amount equal to dues which may or may not have been deducted and paid to the Union.

ARTICLE 9
GRIEVANCE PROCEDURE

STEP 1

A. Any employee having a specific grievance alleging a violation of this Agreement; a violation or deviation from a specific established Court and/or County policy or procedure; or a failure of the Court and/or County to comply with a specific policy, procedure, method or regulation of the Court and/or County shall, within fifteen (15) working days of the alleged grievance, discuss the matter with the Court Security Coordinator or designee who shall attempt to adjust the grievance with the terms of this Agreement or Court and/or County policy, procedure, method or regulation. The employee must have their Union Representative present at this Step.

B. Any employee may request the Court Security Coordinator or the designated representative of the Court Security Coordinator to call one of the designated stewards to handle a specified grievance with the Court Security Coordinator or designee. In this case, the steward will be notified without undue delay, and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Court and/or County.

C. For the purpose of investigating or presenting grievances, the steward shall give prior notification to the supervisor that it is their intent to utilize work time for the investigation or presentation of a grievance. The steward will only be permitted to take time away from work for investigating or presenting a grievance when prior notice is given and approval received by the supervisor. The supervisor shall not deny any reasonable request that does not unduly disrupt or delay the effective rendering of Court services. The specific time for such investigation or presentation shall be during the final hour of the regularly scheduled work shift unless otherwise mutually agreed.

D. 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.

STEP 2

A. Grievances shall be considered settled at Step 1 unless reduced to writing by the Local Union President or their designee on the Official Association form and signed by the aggrieved employee and delivered to the Court Security Coordinator within seven (7) working days after the meeting or adjourned meeting at Step 1. In this case, a meeting will be arranged within seven (7) working days between the designated representative of the Union, the Grievant(s), and the Court Security Coordinator or the designated representative of the Court Security Coordinator, for the purpose of attempting to settle the grievance at the departmental level.

B. The Court Security Coordinator shall provide a written decision within seven (7) working days to the Union.

STEP 3

A. Grievances shall be considered settled at Step 2 unless written notice is delivered to the Circuit Court Administrator and Human Resources Director within ten (10) working days after completion of Step 2.

B. Such notice shall contain a request by the Union that a hearing be held within ten (10)

working days of the delivery of said notice for the disposition of said grievance. At such hearing, both the Union and the Employer may request the presence of any and all parties who have been involved in the grievance up to this step.

C. At such hearing, the Employer may be represented by one (1) or more representatives, and the Union and the Grievant(s) may be represented by its designated representative(s) of the Local Union, theretofore designated as grievance representatives and such other Police Officers Association of Michigan (P.O.A.M.) representatives it wishes to have present provided full compliance is made with Article 7 - Union Representation.

D. The grievance representative(s) of the Court and County shall deliver the decision of the Employer to the Union in writing within ten (10) working days following the hearing.

E. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer.

F. The grievance shall be considered settled at Step 3 unless written notice is delivered to the Human Resources Director within thirty (30) calendar days after the completion of Step 3.

STEP 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration as final step in the grievance procedure shall be subject to the following safeguards and conditions:

A. The Police Officers Association of Michigan (P.O.A.M) shall, within thirty (30) calendar days following the Court and County's decision at Step 3, notify the Circuit Court Administrator and Human Resources Director in writing of the Police Officers Association of Michigan's intention to pursue arbitration or the matter will be untimely.

B. The Police Officers Association of Michigan (P.O.A.M) shall within sixty (60) calendar days following notice of intent pursuant to A. above, request arbitration through the American Arbitration Association or as otherwise mutually agreed by the parties or the matter will be untimely. The above time limit may be extended by mutual agreement.

C. That the Union, on behalf of its members, and the Board of Commissioners on behalf of the supervisory personnel, including the Court Security Coordinator, shall make available during the proceedings before the arbitrator, any witnesses alleged by the opposite party to have knowledge of material facts or evidence upon the issue being submitted to the arbitrator. In the event the Court and/or County fail to produce such supervisory personnel, including the Court Security Coordinator; or in the event such supervisory personnel, including the Court Security Coordinator are produced and refuse to answer any questions which the arbitrator directs them to answer, the arbitrator may enter an award against the Court and/or, which award shall be final and binding and not subject to review by Court and/or County. In the event an employee is not produced, or is produced and refuses to answer any questions which the arbitrator directs them to answer, the arbitrator may enter an award against the Grievant and the Union; which award shall be final and binding and not subject to review by the Grievant or the Union; provided further, that the failure of such employee to appear and/or answer as herein described shall constitute good and sufficient cause for the summary discharge of such employee.

D. The parties hereto recognize the fact that under existing laws, some employees may choose not to become members of the Union. In this connection, the Union agrees to furnish the Human Resources Director with a list of its members within ten (10) working days following the execution of this contract; and further agrees to furnish a current list of members upon request. Any member of the Union, by accepting membership and the benefits of this Agreement, waives all legal rights otherwise available from the penalties of this provision and each member shall execute such waiver. With reference to new employees, such waiver shall be required prior to commencement of work. Such waiver shall be in the following form:

I, the undersigned, in consideration of the St. Clair County 31st Judicial Circuit Court and the St. Clair County Board of Commissioners providing me with the compulsory arbitration provision in the collective bargaining agreement between the St. Clair County Bailiff Association , and the St. Clair County 31st Judicial Circuit Court, do hereby acknowledge that as a condition to my continued employment with the Court and/or County that I will appear as a witness in all arbitration hearings upon request, and answer, under oath, all questions which the arbitrator directs me to answer. I further agree that my failure to appear upon request, or my failure to answer such questions as the arbitrator directs me to answer shall constitute good and sufficient cause for my summary discharge.

E. The fee and expenses of the arbitrator shall be paid by the losing party. If 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.

F. The arbitrator shall have powers as hereby limited, after due investigation, to make a decision in cases of alleged violation, misinterpretations, or misapplication of a specific Article and Section of this Agreement.

G. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

H. The arbitrator in rendering a decision, shall give full recognition of the Management Rights provision of this Agreement as it relates to responsibilities, power, authority and rights vested with the Court and/or County, except as specifically limited by express provision of this Agreement.

I. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on the Union, its members, the employee(s) involved and the Court and/or County.

J. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the Court Security Coordinator or designee directly and the processing of such grievance shall commence at Step 2. The grievance must be presented within fifteen (15) working days of the occurrence of the facts on which the grievance is based. Be it provided, that the Union shall be required to demonstrate that the matter grieved conforms to the definition of a grievance as defined in Step 1., A., or the grievance shall be determined inappropriate.

ARTICLE 10
PROBATIONARY EMPLOYEES

10.1: New employees hired in the Unit shall be considered as probationary employees for the first six (6) months of their employment. When an employee completes the probationary period, they shall be entered on the seniority list of the Unit and shall rank for seniority from their initial date of hire.

10.2: The probationary period may be extended an additional sixty (60) calendar days with mutual agreement in writing between the Court and the Union. The employee will be told the reason for the extension.

10.3: The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and working conditions as set forth in Article 3 – Recognition of this Agreement, except discharged and disciplined employees for other than Union activity.

10.4: Employees that receive any part of their salary or benefits through any Federal or State funded programs or local millage shall have their seniority computed separate and distinct from other employees if applicable by law.

ARTICLE 11
DISCHARGE AND DISCIPLINE

11.1: The Employer shall notify the Union in writing as soon as possible but not later than the next business day of the discharge or suspension of a member and within two (2) calendar days of the discipline of a member. If the employer is late in providing notice, it will not impact the discipline, however it will extend the time limit the union has to file a grievance one day for each day the notice is late. A member shall be entitled to have a local designated representative present when discipline is administered and shall be so advised at the time that a meeting is scheduled for this purpose. This procedure shall not unduly delay or disrupt the operations of the County services, therefore, Union representation must be readily available within a reasonable amount of time. The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same and a copy of any written complaints giving rise to a disciplinary action prior to such action becoming part of the Employer's records. 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, suspended, or disciplined employee consider the charge improper, procedures outlined in the Grievance Procedure provisions of this Agreement may be followed by the employee.

11.3: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously, unless such prior infraction involves an intentional falsification of his/her employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE 12
SENIORITY

12.1: All employees shall accrue seniority from their most recent date of hire with the Court and/or the County provided employment is continuous. Seniority shall apply only as set forth in this Agreement.

12.2: Part time employees shall have seniority based on the date of hire.

12.3: The seniority for full time and part time employees shall be maintained separately and distinctly.

ARTICLE 13
LOSS OF SENIORITY

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

A. Resigns or otherwise quits.

B. Is discharged and the discharge is not reversed.

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

D. Retires.

E. Fails to resume work at the end of an approved leave, unless authorized or excused in writing by the Court.

F. Is absent from work without good and satisfactory reason given to the Court unless

authorized or excused in writing by the Court.

G. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater, but not greater than eighteen (18) months.

H. Death.

ARTICLE 14
SENIORITY LIST

14.1: The seniority list on the date of this Agreement will show the date employed (first day on which the employee reported to work), name, and job title of all employees of the Bargaining Unit entitled to seniority.

14.2: An up to date seniority list will be provided to Police Officers Association of Michigan and to the Local Union President semiannually unless otherwise mutually agreed.

ARTICLE 15
LAYOFF

15.1: Layoff shall mean a reduction in the work force as determined necessary by the Court and/or the County. An employee shall be considered laid off who is not working in the classification to which they were last hired.

15.2: The Union shall be notified promptly of a layoff. The Union may request a meeting with the Court and/or the County to discuss a layoff. Be it provided, however, such meeting shall not prohibit or constrain the Court and/or County in the execution of a layoff as provided herein. Be it further provided that the meeting shall not be scheduled when the layoff is to employees in Federal or State funded programs or Local millage.

15.3: Employees to be laid off will have no less than fourteen (14) calendar day written notice of layoff or be provided the difference as compensation. The Union will be provided a copy of the layoff notice given to each employee.

15.4: Layoffs shall be based on seniority, beginning with the employee with the least seniority.

15.5: No employee shall be permitted to displace an employee in a higher paying classification salary range.

15.6: In the event two or more employees have equal seniority, layoff shall be by employee payroll number. The employee(s) with the highest employee payroll number shall be considered to have the least seniority.

15.7: During the period of layoff, an employee shall accrue no seniority nor be eligible for any fringe benefits.

15.8: A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than eighteen (18) months.

15.9: The determination of layoff or the method thereof, in so far as it does not violate the provisions herein, shall not be subject to the grievance procedure.

ARTICLE 16
RECALL FROM LAYOFF

16.1: Recall from layoff shall mean a return to work from layoff including a displacement.

16.2: When a recall is determined necessary by the Court and/or the County, the most senior laid off or displaced employee qualified to perform the function shall be recalled.

16.3: Notice of return to work shall be sent by regular mail to the last known address of the employee. The date to report to work shall allow the employee the opportunity to provide the interim employer with two (2) weeks separation notice. Failure of the employee to report to work as scheduled, or to confirm a mutually satisfactory alternate date, shall result in the employee's employment termination. The Employer may contact the employee in order to arrange for a mutually satisfactory date to return to work which provides less than two (2) week notice.

16.4: The employee on layoff shall accrue no seniority. Upon recall, the employee's seniority shall be calculated accordingly and all provisions shall apply as determined by the adjusted seniority date.

16.5: A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than eighteen (18) months.

16.6: A laid off or displaced employee who fails to accept an offer of work to which the employee is qualified shall forfeit further recall rights. The laid off employee shall be considered to have quit.

ARTICLE 17
TEMPORARY ASSIGNMENTS

17.1: An employee may be temporarily assigned to perform the tasks or duties of another employee within or without the employee's classification when circumstances warrant such.

17.2: The employee assigned to perform the work of an employee in a higher paying classification shall not be paid the hourly rate of the higher paying classification until the sixth 6th consecutive workday in the temporary assignment at which time the compensation shall be retroactive to the first day of the temporary assignment. The employee will be placed on the corresponding wage scale for the temporary assignment at the closest rate of pay without suffering a reduction in rate of pay for the assignment.

ARTICLE 18
VETERANS

18.1: The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

18.2: Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority, in order to attend school full time under applicable Federal laws in effect on the date of the Agreement.

18.3: Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay when they are on full time active duty in the Reserve or National Guard; provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limitation.

ARTICLE 19
TRANSFERS

19.1: If an employee transfers to a position with the Employer not included in the Bargaining Unit and thereafter within six (6) months transfers back to a position within the Bargaining Unit, the employee shall retain all rights accrued for the purpose of any benefits as may be provided in this Agreement.

19.2: When operations or organizational components are transferred from one location to another for a period of more than seven (7) calendar days, the employees affected will be given the opportunity to transfer within their classification, so long as continuous and effective delivery of service shall not be affected. In the event an affected employee refuses to transfer with the operation or organizational component, and there is no other current vacancies to which he may transfer, he shall be deemed to have resigned.

ARTICLE 20
RATES FOR NEW JOBS

20.1: The Employer shall notify the Union of a newly proposed classification and rate structure not less than seven (7) working days prior to the time the classification becomes effective.

20.2: The Union shall, within seven (7) calendar days of such notification, indicate to the Employer its intention to request negotiations concerning said proposed rate structure.

ARTICLE 21
LEAVES OF ABSENCE

21.1: 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 spouse, parent or child.

The Court and/or the County may require an employee on a leave of absence due to illness to submit to an examination by a physician chosen by the County, provided the charges of the physician are paid by the County.

21.2: 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.

21.3: All leaves based upon illness shall be supported by a statement from the attending physician, when requested by the Court and/or the County. In all cases of illness extending beyond three(3) consecutive workdays, the employee shall provide, upon request by the Court and/or the County and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. The Court and/or the County may waive the right, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted.

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

21.5: 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. The Employer shall endeavor to accommodate restrictions which do not interfere with the Employee being able to perform their essential job functions. Medical restrictions requiring accommodation must be updated on an annual basis.

21.6: Request for an extension of leave of absence shall be submitted in writing to the Court Security Coordinator or designee no less than five (5) working days prior to the expiration date of the leave.

21.7: While on a leave of absence without pay, the employee accrues no vacation time, sick days, compensatory time, retirement credit, or gain from any other fringe benefit.

21.8: Failure to report to work on the first scheduled workday after the expiration of a leave of absence shall result in an immediate discharge.

21.9: The Court shall provide the employees the opportunity to return to the position held at the time the leave of absence was granted.

ARTICLE 22
JOB POSTING

22.1: When a bargaining unit vacancy occurs, a notice shall be posted in a conspicuous place. The Local Union President shall be provided a copy of the posting. The posting shall include:

A. A brief description of the job;

B. The pay range;

C. The location and working hours;

D. The qualifications; and

E. Application procedure.

22.2: The job notice shall be posted for five (5) consecutive working days (excluding Saturday, Sunday, and holidays).

22.3: The Court shall be entitled to recruit and select non-Bargaining Unit members for the Bailiff classification. The Court Security Coordinator may promote from within the Bargaining Unit whenever the best interests of the Court are served.

22.4: In awarding a position, the Court will consider the applicant's qualifications, test score, and seniority. Qualifications shall mean education, experience, and skills and ability, as set forth in the job description. Where an applicant's qualifications and test score are equal, selection shall be determined by the Court Security Coordinator. The employee not awarded the promotion may appeal the Court Security Coordinator's decision to the Chief Judge.

22.5: Applicants awarded a job within the Department shall have a sixty (60) working day trial period. Applicants awarded the job from another department shall have a one hundred and thirty (130) working day trial period.

22.6: When an employee is promoted to a higher paying classification, they shall be compensated at the nearest higher salary step to their current compensation in the new classification.

ARTICLE 23
WORKING HOURS

23.1: A full time employee work day shall consist of seven and one half (7 1/2) hours.

23.2: A full time employee work week shall consist of thirty-seven and one half (37 1/2) hours.

23.3: A part time employee shall not be regularly scheduled to work more than twenty-eight (28) hours each per week, and may be scheduled to work as many as twelve (12) hours a day at straight time pay or as may be otherwise mutually agreed.

23.4: Each employee working more than six (6) consecutive hours shall be entitled to two (2) fifteen (15) minute breaks, one in the first half of their shift and one in the second half of their shift.

23.5: Employees who work less than six (6) hours in a shift shall be entitled to one (1) fifteen minute break to be scheduled at the midpoint of their shift.

23.6: Each employee working more than six (6) hours shall be entitled to a one (1) hour lunch period as established by past practice and scheduled at the mutual convenience of the Court and the employee.

ARTICLE 24
OVERTIME

24.1: All full time employees that work overtime, as defined in Article 23 – Working Hours, shall be compensated with pay, if budgeted. When overtime pay is budgeted and approved, the employee may choose pay or compensatory time. The employee shall be compensated with compensatory time until accruing eighty (80) hours. In the event an employee's accrued compensatory time exceeds the eighty (80) hour maximum, the Court Security Services Coordinator shall be entitled to instruct the employee to take the overall time off provided the employee is given a reasonable time to comply. All overtime worked shall be credited at a rate of time and one half (1 1/2) for:

A. All work performed by employees in excess of their normally scheduled hours in a day or shift. Normally scheduled hours shall mean seven and one-half (7 1/2) hours.

B. All work performed by employees in excess of their normally scheduled hours in a seven (7) consecutive day work week. Normally scheduled hours shall mean thirty-seven and one-half (37 1/2) hours.

C. The provisions of (a) and (b) shall be applied individually to each situation and not collectively. Employees shall not have overtime compounded by applying provisions (a) and (b) in the same instance.

D. Early reporting time: Any full time employee called to work before the start of their regular shift shall receive one and one-half (1 1/2) times their base rate of pay for the time worked prior to their normal start only.

E. Part time employees are not eligible for compensatory time.

24.2: Employees shall be compensated at twice the base hourly rate of pay for any work performed on a holiday stipulated in Article 29 - Holidays.

24.3: Employees called in early or back to work shall be entitled to one and one-half (1 1/2) times their base hourly rate of pay provided their hours of work are consistent with the definition provided in 24.1 (a) and (b) of this Article. An employee called back to work for overtime shall be guaranteed at least two (2) hours pay at the rate of one and one-half (1 1/2) times their base hourly rate.

ARTICLE 25
SICK DAYS AND DISABILITY INSURANCE

25.1: Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary of employment to be used for the purposes provided by this Agreement. Part time regular employees earn paid sick time in accordance with Article 25.19. Any sick day use other than provided by this Agreement shall be considered a misuse and abuse.

25.2: An employee shall be eligible to use sick days after completion of the probationary period.

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

25.4: In the event of a serious illness to the employee's spouse, parent, child or step-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 Court Security Coordinator or designee may extend this to an additional twenty (20) sick days when appropriate cause is demonstrated. The Court Security Coordinator or designee shall determine appropriate cause. The decision to grant or not grant additional leave shall not be subject to the grievance procedure.

25.5: The Court Security Coordinator or designee 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.

25.6: 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).

25.7: 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 who uses four (4) days in a ninety (90) day period without a statement from their attending physician indicating the nature of their illness shall be on a "proof required status". An employee shall be on proof required status for six (6) months. The employee who fails to provide appropriate medical verification shall be subject to discipline. The Court Security Coordinator 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.

25.8: Sick days may be taken in place of normally scheduled work days, excluding holidays. Sick days may be used during an approved leave when the employee provides a physician's statement verifying an illness during a vacation.

25.9: An employee shall be eligible for short term disability salary continuation when an illness or injury extends beyond twenty-eight (28) consecutive calendar days. Any employee who has less than one full 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 on the twenty-ninth (29) 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. The County shall provide the disabled employee salary continuation from the twenty-ninth (29) calendar day to the one hundred and eightieth (180th) calendar day from disability. 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.

25.10: During the period that the County provides the disabled employee short term disability salary continuation, the employee shall be entitled to continuation of the fringe benefits 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.

25.11: The disabled employee shall be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability that reasonably accommodates any restrictions as indicated by the treating physician.

25.12: 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. 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 as 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.

25.13: The employee shall be entitled to select either of the following options to the core salary continuation (disability) plan:

A. CORE OPTION
* 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 Option and Option I at the County's group rate.

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

25.15: 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 and/or the County may require the employee to submit to a physical examination and the County shall pay the expenses incurred.

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

25.17: The employee must promptly notify the Court Security Coordinator or designee of his or her absence or be subject to discipline.

25.18: Upon termination of employment for any reason other than gross misconduct, 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%

Each employee shall give the Employer two (2) weeks written notice of termination, or the employee shall forfeit one (1) day of retrievable sick and or vacation day for each work day short of the required two (2) week notice of a voluntary resignation. If the department advises the employee to leave upon receipt of notice, there will be no deduction from sick and or vacation.

25.19: 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 26
FUNERAL LEAVE

26.1: 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.

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.

Leave will be granted for consecutive days (if regularly scheduled to work) 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 Court Security Coordinator or designee shall have authority to authorize additional leave when there is appropriate cause. The Court Security Coordinator or designee shall determine appropriate cause. The decision to grant or not grant additional leave shall not be subject to the grievance procedure.

ARTICLE 27
JURY DUTY AND SUBPOENA AND WITNESS FEES

27.1: An employee who is called to perform jury duty or who is subpoenaed or called upon to be a witness shall inform the Court immediately.

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

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

27.3: Employees who are subpoenaed to produce records or 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 28
INJURY LEAVE
(Worker's Compensation)

28.1: The County shall provide employees the opportunity to supplement Worker's Compensation from

accrued sick days on a leave of absence due to a work related illness or injury. Except as otherwise provided herein, Worker's Compensation is governed by Board policy and procedure, therefore, is subject to change.

28.2 Any illness or injury to a Bailiff arising out of the performance of their regular duties resulting in temporary disability to the extent that they are unable to resume their duties, they shall be entitled to their regular compensation for not longer than the first six (6) months of Worker's Compensation leave. Accumulated sick leave shall not be considered in the computation of leave on account of such duty incurred injuries during the first six (6) months. Employees shall not be entitled to regular compensation during absence from duty on account of injuries if said injury was sustained while not on duty. Such absence from duty shall be considered as sick leave and shall be governed by the rules pertaining to sick leave.

28.3: An employee receiving Worker's Compensation and regular salary during the first six (6) months shall not be entitled to receive the total combination of both and be compensated more than their regular compensation. 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 pay check minus the monies received from Worker's Compensation and all other normal authorized payroll deductions.

28.4: In the event the employee no longer receives full pay after the first six (6) months, the employee shall be entitled to retain workers compensation. Be it provided that sick days shall be deducted from the employee's accrued sick day reserve at a rate of one-third (1/3) sick day each workday of disability or at a rate of one (1) sick day for each three(3) workdays of disability.

28.5: In the event that an employee intends to leave the County for reasons other than for medical care or treatment, the Employer shall have the right to require that the employee see a physician of the Employer's selection to determine if such a trip is medically detrimental. The employee's failure to comply with this provision shall constitute sufficient grounds for denial of further salary subsidy by the Employer as provided in 28.1. This provision shall not subject the employee to discipline provided the employee is not determined medically fit to return to work by the physician.

28.6: 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.

28.7: The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

28.8: 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 a injury leave, shall retain the Worker's Compensation check as directed by the County.

ARTICLE 29
HOLIDAYS

29.1: Holidays shall be those as prescribed by the State Supreme Court Administrator's Office. All full time employees shall be entitled to the following paid holidays based on the Court's regular workday:

New Year's Day (January 1)
Martin Luther King's Birthday (third Monday of January)
Presidents Day (third Monday of February)
Memorial Day (last Monday in May)
Independence Day (July 4)

Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Friday following Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

and such other holiday(s) as may be granted to this Unit by the Court and/or the County, but only if same can be lawfully recognized by the Court and/or the County.

29.2: In the event a holiday falls on a Sunday, the following Monday shall be considered as the holiday. In the event a holiday falls on a Saturday, the preceding Friday shall be considered as the holiday. In the event the State Supreme Court makes an exception to scheduling weekend Holidays, the State Supreme Court schedule shall prevail unless modified by the Circuit Court upon concurrence of the County.

29.3: Paid holidays shall be counted as days worked for the purpose of computing benefits provided by this Agreement.

29.4: 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 Security Coordinator opportunity to make necessary operational arrangements. Such operational arrangements shall not adversely affect the operation of the department. The Court will not compensate the employee for time away from the job except that the employee may utilize vacation or compensatory time.

ARTICLE 30
VACATIONS

30.1: Each full time employee shall accrue vacation days according to the following schedule:

Years of Service	Days
6 months	5
1 year	5
18 months	5
2 years	5
3-4 years	10
5-9 years	17
10-14 years	20
15-19 years	23
20-24 years	25
25+ years	30

30.2: The full allocation of days according to the above schedule shall be credited to the employees upon each anniversary of full time employment with the Court and the County.

Part time employee hired before December 31, 2019 and promoted into a full time position shall accrue vacation prorated on the basis of the number of hours worked within the Bargaining Unit.
A part time employee hired on or after January 1, 2020 who becomes full time at a later date shall have vacation based on their full time conversion date.

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

30.4: Vacation selection among full time employees shall be made in December before the start of each

following calendar year. Employees shall select vacation on the basis of classification seniority. The employee with the most classification seniority will select first, followed by the next most senior employee and so on until the least senior vacation eligible employee has made a selection. An employee must select a minimum of five (5) consecutive working days and may not select more than twenty-eight (28) consecutive calendar days.

30.5: Employees 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 at any time.

30.6: The employee, upon termination or retirement, shall be paid for all earned vacation days, up to but not greater than thirty-five (35) days, upon the next regular payday after termination or retirement; if possible, but no later than on the following payday. In case of death, the beneficiary or the employee's estate shall be paid all vacation pay due.

30.7: Paid holidays occurring during a paid vacation shall not be charged as vacation, but as a holiday.

30.8: The Court Security Coordinator or designee shall approve or deny all requests for vacation leave. Years of service shall be considered if there is a conflict in choice of vacation days, provided ninety (90) day notice is given the Court.

30.9: Vacation credit shall not be earned during a leave of absence without pay.

30.10: If an employee becomes ill and is under the care of a duly licensed physician during their vacation, the employee will be entitled to use accrued sick time. However, the employee must provide a statement from the attending physician.

ARTICLE 31
HEALTH CARE AND DENTAL CARE AND LIFE INSURANCE

31.1: 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% - Plan Approved Charges
20% - Employee

Out-Of-Pocket Maximum Including Deductible:
$3,000 – Employee
$6,000 - Family

$20 Office Visit Co-Pay

$20 Chiropractic Co-Pay

Prescription Drugs:
$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

PD-CM - Contraceptive Medications

PCD – Contraceptive Devices

Heritage Vision – Vision Rider

HCA – Hearing Care

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 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 31, the Union and the County shall enter into collective bargaining with the purpose of establishing the health care coverage plan and employee premium co-share amounts for eligible members of the bargaining unit.

B. 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.

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

31.4: All employees' 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 over the 26 annual pay periods.

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

A. CORE PLAN (Premium paid by the County)
* Plan 100 50/50 to an annual maximum of $1000 per individual.
* Class III Orthodontia Plan 50/50 to a lifetime maximum of $1500 per individual.

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

C. OPTION II
* $150 cash rebate.

31.6: 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.

31.7: The Employer will provide a group life insurance plan for qualified insurable employees issued by a company of the Employer's choice whereby the life of each employee is insured for $50,000.

A. OPTION I

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

B. OPTION II

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

31.8: 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. The County will notify new employees of all insurance benefits upon hire and further advise employees of open enrollment periods and procedure to apply for and modify insurance benefits.

31.9: 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.

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

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

ARTICLE 32
ACT OF GOD CLOSURE OR PARTIAL CLOSURE OF FACILITIES

32.1: In the event of severe weather or other conditions that could affect safety, health or access to facilities the Chairperson of the Board of Commissioners (or designee) or Presiding Judge will have the final authority to make the decision to close offices and authorize the pay of those employees who are sent home from or advised not to report to work. Employees designated as essential by the Department Head and required to report to work shall receive compensatory time and straight pay for the work performed. Employees not designated as essential who report to work shall not receive extra pay. Employees on a scheduled day off with or without pay are not entitled to any additional pay or compensation other than that agreed upon when the request for the day off was approved.

32.2: In the event that employees are sent home from work or are advised not to report to work for reason other than discipline, the employee shall receive their full day's pay. Full time employees will be paid their full day's pay. Part time employees will be paid only if normally scheduled to work that day and only for those hours which the employee would normally work. In order to be eligible, employees must work their scheduled day before and their scheduled day after such closing or have been previously authorized the day off.

32.3: In as much as the County provides services around the clock, special notice will be provided to department heads and/or supervisors with employees scheduled to work at times other than traditional office hours. It is the responsibility of the department head and/or supervisor to notify their affected employees.

32.4: Based on the nature of the event, a decision may be made by the County Administrator, Department Head or other authorized County administrator to close specific buildings or parts of buildings. In the event of a partial closure, or if the department operates at more than one location, the following conditions shall apply.

A. Only the employees at the affected location are subject to the policy on leaving work early or not reporting to work.

B. The department head, supervisor or other authorized administrator shall have authority to reassign the employees at an affected location to work at an unaffected location for the completion of their work day. Such reassignment shall not require advance notice. This location may or may not be the location where the employee is normally scheduled to work. In this event, the employee is entitled to overtime pay only for those hours outside his or her regularly scheduled hours of work. Further, the employee will be paid for their hours worked, the time to travel to the new work location and mileage to travel to the new location. The employee will also be paid mileage for their travel time home to the extent that is greater than their normal driving distance home. If an employee is given the option to and elects not to move to an alternate location, the employee will not be paid their normal pay for the balance of the day. An employee who elects to take off the balance of the day may use vacation time to be compensated for the balance of the day.

C. It is the obligation of the department head, supervisor or other authorized administrator to notify employees at affected locations about where and/or when to report or not to report to work.

ARTICLE 33
MILEAGE ALLOWANCE

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

ARTICLE 34
RETIREMENT

34.1: All eligible 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.

34.2: 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.

34.3: The St. Clair County Retirement System provides eligible full time employees (hired to a full time position before July 1, 2012) with a Defined Benefit Pension Plan. A defined benefit plan is a retirement plan that establishes an annual and monthly pension amount based on an employee's years of service and final average compensation. Terms and conditions of the Defined Benefit Plan are addressed in the Retirement Plan booklet. Employee and Employer contributions are as follows.

A. The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The employee shall contribute six percent (6%) of their eligible wage as a bi-weekly payroll deduction. The County shall contribute the remaining contribution determined necessary.

34.4: The St. Clair County Retirement System provides eligible full time employees (hired to a full time position before July 1, 2012) with the opportunity to prefund retiree health care coverage by contributing to a Health Care Trust Account. Employee participation in the Health Care Trust Account is optional. The option is exercised upon date of eligibility to participate in the retirement plan and once exercised is irrevocable. A description of the retiree health care coverage is provided in the Retirement Plan booklet. Eligibility for retiree health care coverage is as follows.

A. A full time employee subject to the original plan must have eight (8) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.

B. A full time employee subject to the modified plan must have twenty (20) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost to the retiree.

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

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

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

[iii] The employee with credits accrued in his or her Health Reimbursement Account (HRA) shall pay for the premium cost as a deduction from their HRA. When the HRA is depleted of credits the provisions of the preceding [ii] shall apply.

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

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

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

34.5: 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 full time employees hired to a full time position before July 1, 2012 shall contribute 2.5% annually to the Retiree Health Care Trust Account.

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

A. Effective upon the earliest possible date following ratification of the agreement by the parties, an employee shall be entitled to select one of the following contribution options.

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.

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.

34.7: 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.

34.8: 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 seventy percent (70%) for eligible employees hired to a full time position on and after January 1, 2008. Eligible Employees hired to a full time eligible position before January 1, 2008 shall be entitled to a multiplier maximum that shall not exceed seventy-five percent (75%). Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

34.9: 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's combined years and months of actual service and age equal eighty (80)

years, provided the employee shall also have completed twenty-five (25) years of actual service.

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

34.10: 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. A vested 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.

34.11: 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. A vested 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.

34.12: If an employee was a full time contributing member of the Defined Benefit Plan prior to July 1, 2012, 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 July 1, 2012, 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.

34.13: The final average compensation for retirement purposes 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. Sick day accrual payoff upon separation from employment for any reason.

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

34.14: 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.

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

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

34.17: Full time employees hired on or after July 1, 2012 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 35
SERVICE RECOGNITION

35.1: The Employer shall recognize years of continuous full time service of employees hired before July 1, 1996 by providing a percentage of salary not to exceed the maximum payment as follows:

Years of Service	Percentage	Maximum Payment
10 -14	4%	$ 1,000
15 -19	6%	$ 1,500
20 -24	8%	$ 2,000
25 +	10%	$ 2,500

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

35.3: Employees with ten (10) or more years of service shall be entitled to a prorated lump sum payment in the event of retirement or death, or resignation with two (2) week notice.

ARTICLE 36
UNIFORM MAINTENANCE AND CLEANING ALLOWANCE

36.1: The Court will provide an initial compliment of uniforms to employees required to wear a uniform.

36.2: Bailiffs are entitled to a six hundred dollar ($600.00) annual maintenance and cleaning allowance payable in full annually in December. This is for the cleaning and maintenance of uniforms, footwear and accessories. All replacement uniforms, excluding footwear and accessories, will be at the discretion of the Court Security Coordinator.

36.3: All employees are required to maintain their uniform and uniform parts in a presentable working fashion acceptable to the Court.

36.4: All uniforms shall become the property of the Court upon the employee's termination regardless of the reason for termination. An employee who fails to return all uniforms shall be required to reimburse the Court the uniform cost.

ARTICLE 37
EMPLOYEE LIABILITY

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

ARTICLE 38
LEAD BAILIFF PREMIUM

38.1: The Court shall determine the need to temporarily designate a Bailiff as a Lead Bailiff to provide general instruction and leadership to Bailiffs.

38.2: The Bailiff designated as Lead Bailiff shall be entitled to a seventy-five cent (75¢) an hour premium for the time of the actual assignment.

ARTICLE 39
SALARY SCHEDULE

TITLE	JOB GROUP	WAGE RANGE
BAILIFF	II	C

2.0%-Effective January 1, 2020

2020 County Wage Structure										
Group II:	Professional/Technical	Start	6 months	1 year	2 year	3 year	4 year	5 year	6 year	
	C	33,005	34,326	35,698	37,127	38,611	40,156	41,763	43,433	C

In accordance with the Board Salary and Wage Policy, an employee hired into this classification by the Court may be hired as a Bailiff up to the fourth salary step at the discretion of the Court Security Coordinator or designee. This decision is not grievable.

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.

ARTICLE 40
TERMINATION OF AGREEMENT

40.1: This Agreement shall be in effect and become operative on January 1, 2020 and shall continue in operation and effect through December 31, 2020. If either party hereto desires to terminate, modify, or amend this Agreement, it shall at least ninety (90) days prior to December 31, 2020, give notice to the Court and the County or to the Union as the case may be of its intention to terminate, modify, or amend this Agreement If either party fails to give notice, such failure shall not prevent the party from making proposals it wishes to make in negotiations. The parties mutually agree to endeavor to begin negotiations not later than ninety (90) days prior to the expiration of this Agreement.

40.2: 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 the 16th day of January 2020.

FOR THE UNION

Tom Scherer, Business Agent
P.O.A.M.

Eric Boucher
Local President

1/13/2020
Date:

FOR THE COURT AND COUNTY

Chief Pro Tem

Honorable Daniel J. Kelly
Chief Judge

Jeff Bohm, Chairperson
Board of Commissioners

Jay DeBoyer
County Clerk

1-16-2020
Date: