ST. CLAIR COUNTY
FRIEND OF COURT

AGREEMENT

BETWEEN

ST. CLAIR COUNTY
FRIEND OF COURT

AND

FRIEND OF COURT EMPLOYEES - TPOAM

EFFECTIVE

JANUARY 1, 2020 THROUGH DECEMBER 31, 2020

Table of Contents

PURPOSE AND INTENT 3
ARTICLE 1 RECOGNITION 3
ARTICLE 2 UNION REPRESENTATION 3
ARTICLE 3 MANAGEMENT RIGHTS 4
ARTICLE 4 PAYROLL DEDUCTION AND UNION SECURITY 5
ARTICLE 5 DEPARTMENTAL WORK RULES AND REGULATIONS 6
ARTICLE 6 GRIEVANCE PROCEDURE 6
ARTICLE 7 SENIORITY 9
ARTICLE 8 LOSS OF SENIORITY 9
ARTICLE 9 SENIORITY LIST 10
ARTICLE 10 LAYOFF 10
ARTICLE 11 PROMOTIONS 11
ARTICLE 12 RATES FOR NEW JOBS 12
ARTICLE 13 LEAVES OF ABSENCE 13
ARTICLE 14 HOURS - WORKDAY - WORKWEEK 15
ARTICLE 15 TEMPORARY ASSIGNMENTS 16
ARTICLE 16 VACATIONS 17
ARTICLE 17 SICK DAYS AND DISABILITY 18
ARTICLE 18 FUNERAL LEAVE 22
ARTICLE 19 HEALTH, DENTAL CARE AND LIFE INSURANCE 22
ARTICLE 20 RETIREMENT 25
ARTICLE 21 INJURY LEAVE WITH PAY/WORKER'S COMPENSATION 30
ARTICLE 22 MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT 31
ARTICLE 23 SAFE WORKING CONDITIONS 31
ARTICLE 24 HOLIDAYS 31
ARTICLE 25 STUDENT EMPLOYMENT 32
ARTICLE 26 SPECIAL CONFERENCES 32
ARTICLE 27 ACT OF GOD 32
ARTICLE 28 CRIMINAL BACKGROUND CHECKS 33
ARTICLE 29 DISCHARGE AND DISCIPLINE 33
ARTICLE 30 EMPLOYEE RECORDS REVIEW 34
ARTICLE 31 JURY DUTY 34
ARTICLE 32 LIABILITY - INDEMNIFICATION 35
ARTICLE 33 SUCCESSOR 35
ARTICLE 34 WAGES 36
ARTICLE 35 TERM OF AGREEMENT 37

PURPOSE AND INTENT

The purpose and intent of this Agreement is to set forth the terms and conditions of employment for the members of the bargaining unit and to promote the harmonious working relationship between the Employer, employees and Union.

ARTICLE 1
RECOGNITION

1.1: The Union is hereby recognized as the exclusive representative of all full time and regular part time Friend of the Court employees with the exclusion of Friend of the Court, Deputy Friend of the Court, Attorney Referees, confidential Secretary, employees currently represented by the Friend of Court Supervisors Association, Supervisors as defined by the Act, temporary employees and co-op employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions.

This Agreement is subject to the terms of the Local Financial Stability and Choice Act PA 436 of 2012 and as a result if an emergency manager is appointed he/she shall have the right to reject, modify or terminate this collective bargaining agreement as provided in the Local Financial Stability and Choice 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 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
UNION REPRESENTATION

2.1: All employees covered by this Agreement shall be represented for the purposes of the grievance procedure by a steward or alternate steward, selected by the Union, and for negotiating by a bargaining committee selected by the Union.

2.2: Either the Union Steward or the alternate Steward (hereafter Steward) shall be paid by the Employer for time spent in processing grievances during working hours. A Steward and/or Grievant will only be permitted to take time away from work for processing a grievance or union business when prior notice is given to the Friend of Court. If being away from work will adversely affect the operations of the Court, the parties will determine a mutually satisfactory time for the Union to conduct necessary business. In the event a dispute develops concerning the application of this sub-paragraph, the parties shall immediately meet to discuss and resolve said dispute in a manner which secures the Union's independence to police its contract and the Friend of Court's ability to conduct its business. If good faith discussions do not produce agreement, the Employer may resort to unilateral

action. Any grievance which may result shall be processed in accordance with the American Arbitration Association's rules for expedited arbitration.

2.3: Whenever the parties agree to negotiating sessions during working hours, up to two (2) members of the Union negotiating team shall be paid for the time spent in such negotiations. The Union's bargaining committee may be released for reasonable periods in advance of scheduled bargaining sessions. Approval shall not be unreasonably withheld.

2.4: Time spent by the Steward and Alternate Steward processing grievances shall not be abused. The Steward and Alternate Steward shall, upon request, furnish the Employer with an accounting of time spent operating in the grievance procedure. Failure to provide for a general accounting or for abuse may result in discipline.

2.5: The Union shall notify the Friend of Court and the Personnel Director of the County in writing of names and classifications of all chapter representatives of the Union. Members of the Unit which 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 Employer. Changes in Union representation shall be promptly made in writing.

2.6: Any Steward or Alternate having an individual grievance in connection with his own work may ask for a member of the Committee to assist in adjusting the grievance.

2.7: Nothing in this Article or Agreement shall be construed as limiting any rights of the Court, County or employees guaranteed under the Public Employment Relations Act or any other applicable law.

ARTICLE 3
MANAGEMENT RIGHTS

3.1: It is recognized that all rights, powers and duties of the Court and Friend of Court inherent therein or otherwise provided by law or Court rule are reserved and retained by the Employer, except only as expressly abridged in this Contract. The control of its properties and the maintenance of order and efficiency is solely the prerogative and responsibility of the Employer. Other rights and responsibilities not expressly abridged by this Contract shall belong solely to the Court and Friend of Court in addition to the following, and are hereby provided as illustration only and not by way of limitation:

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

B. Further, it is recognized that the responsibility and prerogatives of the Management of the Friend of Court for the selection and direction of the working forces includes but is not limited to the right to decide the number of employees, the right to decide employee's qualifications; to determine the times and amount 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; the right to hire, fire, promote, demote, and transfer; discipline for just cause; and to relieve an employee from duty, all of which are vested exclusively in the Friend of Court, subject only to the provisions of this Agreement.

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

ARTICLE 4
PAYROLL DEDUCTION AND UNION SECURITY

4.1: 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 Union dues uniformly required of Union members who authorize dues withholding. An employee may revoke their authorization for dues withholding at any time during their employment with the County.

4.2: 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.

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

4.4: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability actions for the purpose of complying with the provisions of this Article or in reliance on any list, notice or assignment furnished under any such provisions.

ARTICLE 5
DEPARTMENTAL WORK RULES AND REGULATIONS

5.1: The Friend of Court is authorized to determine departmental work rules and regulations in addition to the policies described herein. Such work rules and regulations must be written and posted in a conspicuous place. Each employee shall be given a copy of the Friend of Court work rules.

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

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

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

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

5.6 The Employer shall give the Union thirty (30) days advance written notice of proposed work rules and regulations and shall afford the Union said thirty (30) day period within which to give input concerning such proposed work rules and regulations.

ARTICLE 6
GRIEVANCE PROCEDURE

The grievance procedure is provided for the orderly resolution of differences that may arise in the interpretation of the Agreement, enforcement of its terms and conditions and the appropriateness of discipline. Nothing shall prevent the parties from a mutual agreement to modify any procedural requirement provided herein. Any mutually agreed procedural modification, including the extension of time limits, shall be reduced to writing specifically describing the modification and identifying those authorizing the modification.

STEP 1

a. The Union and/or any employee having a specific grievance alleging a violation of this Agreement; a violation or deviation from a specific written Friend of Court policy or procedure; or a failure of the Friend of Court to comply with a specific written policy, procedure, method or regulation shall, within fifteen (15) working days of the alleged grievance, or the date the employee should have knowledge of the event giving rise to the grievance, discuss the matter with the Friend of Court, who shall attempt to adjust the grievance with the terms of this Agreement or written policy, procedure, method or regulation. The employee may have their Union Representative present at this Step.

b. Any employee may request the Friend of Court to call on one of the designated stewards to handle a specified grievance. 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 Friend of Court, therefore, Union representation must be available within a reasonable amount of time.

c. A grievance that does not specifically apply to salary, job classification, or a fringe benefit shall be considered non-economic. A non-economic grievance shall be referred to the Friend of Court for resolution. A grievance that specifically applies to salary, job classification or a fringe benefit shall be considered economic. An economic grievance shall be referred to the Human Resources Director and the Friend of Court for resolution.

d. A class action grievance shall require the signature of a bargaining unit employee officer in order to be a proper grievance at Step 1.

STEP 2

NON-ECONOMIC

a. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and/or Union and delivered to the Friend of Court within five (5) working days after the meeting or adjourned meeting at Step 1. In this case, a meeting will be arranged within five (5) working days between the designated representative of the Union, the Grievant(s), and the Friend of Court for the purpose of attempting to settle the grievance.

b. The Friend of Court shall be entitled to include up to an additional two (2) representatives as hearing officers to assist in the disposition of grievances. The names of the representatives will be identified to the Union in advance of the hearing.

c. The Friend of Court or designated representatives shall provide a written decision within ten (10) working days to the Union.

d. The grievance shall be considered settled at Step 2 unless, within thirty (30) calendar days after the completion of Step 2, the Union files written notice delivered to the Human Resources Director and the Friend of Court of the Union's intention to pursue arbitration.

e. A class action grievance shall require the signature of at least two (2) bargaining unit officers at Step 2 in order to process through the grievance procedure.

ECONOMIC

a. Grievance(s) shall be considered settled at Step 1, unless submitted to the Human Resources Director within five (5) working days. The Human Resources Director shall notify the Friend of Court.

b. Within ten (10) working days of receipt of the grievance according to (a) above, the Human Resources Director and Friend of Court will meet with the Grievant(s), the Chairperson and a Union Representative, theretofore, designated as Grievance Representative and conduct a hearing of the grievance. All parties involved in the grievance at this step may be present.

c. The Human Resources Director and Friend of Court shall serve their written opinion to the Grievant(s) within ten (10) working days after the hearing.

d. The grievance shall be considered settled at Step 2 unless, within thirty (30) calendar days after the completion of Step 2, the Union files written notice delivered to the Human Resources Director and the Friend of Court of the Union's intention to pursue arbitration.

STEP 3

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. Within thirty (30) days of the date of issuing a notice of intent, the Union shall file a request for arbitration or the matter will be untimely.

b. Every effort will be made by the parties to provide each other with thirty (30) calendar days advance written notice of the names of witnesses to provide testimony at the hearing. Should either party wish to compel the presence of any person to provide testimony, they shall request the arbitrator to issue a subpoena. The parties shall be under an affirmative obligation to provide the other party with all relevant information impacting on the issue and matter at hand in advance of the date of the hearing.

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

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

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

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

g. 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 parties to the Agreement.

h. The Union shall have the option to select arbitration through the American Arbitration Association, MERC, or as otherwise mutually agreed by the parties.

ARTICLE 7
SENIORITY

7.1: A full time employee shall mean an employee regularly scheduled to work seven and one-half (7 1/2) hours in a day and/or seventy-five (75) hours in a pay period. Full time employees shall accrue seniority from their most recent date of hire with the Friend of Court provided employment is continuous. Seniority shall apply only as set forth in this Agreement. Employees shall be considered probationary employees until they have successfully completed a probationary period which shall be ninety (90) calendar days.

7.2: A part time employee shall mean an employee regularly scheduled to work no more than thirty (30) hours in a calendar week or sixty (60) hours in a pay period. The Friend of Court shall not regularly schedule a part time employee to work more than thirty (30) hours in a calendar week or sixty (60) hours in a pay period. Part time employees shall be required to complete a probationary period of one hundred eighty (180) calendar days and shall accrue seniority based upon the number of days worked.

7.3: A temporary employee shall mean an employee hired in a seasonal capacity or as a substitute for an employee on an approved leave of absence. A temporary employee hired in a seasonal capacity shall not exceed nine (9) months of continuous employment, unless otherwise mutually agreed by the parties.

7.4: Any addition of regular part time employees during the duration of this Agreement shall not diminish the current complement of regular full time employees.

7.5: Temporary employees shall accrue no seniority but shall be eligible for membership in the Union after completing ninety (90) calendar days of temporary employment.

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

7.7: An employee whose working hours change to full time or part time shall be entitled to their previously accrued seniority.

ARTICLE 8
LOSS OF SENIORITY

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

a. Voluntarily or involuntarily terminates employment.

b. Is discharged and the discharge is not reversed.

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

d. Retires.

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

f. Is absent from work without good and satisfactory reason given to the Friend of Court unless authorized or excused in writing by the Friend of Court. In the

event the parties disagree as to whether or not the reason is "good and satisfactory"' it may be resolved by the Grievance Procedure.

g. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater, but not to greater than two (2) years, if the technology of the function changes or three (3) years if the technology does not change.

h. Death.

ARTICLE 9
SENIORITY LIST

9.1: The seniority list on the date of this Agreement will show the date employed (first day on which the employee reported for work), name, and job title of all employees of the bargaining unit entitled to seniority, and post such list in the Friend of Court office.

9.2: An up to date seniority list will be provided the Chapter Chairperson within a reasonable period of request.

ARTICLE 10
LAYOFF

10.1: Layoff shall mean a reduction in the workforce including displacement to a lower paying classification as determined necessary by the Friend of Court. Layoff shall be by classification such that if a layoff is determined necessary in a particular classification, the least senior person in the affected classification will be laid off first. Be it provided that the laid off employee shall be entitled to exercise displacement rights to the next lower paying subordinate classifications by displacing the least senior employee in the subordinate classification provided the employee is qualified and able to perform the work of the subordinate classification and has more Friend of Court seniority than the person being displaced. An employee who chooses to displace the least senior employee in a subordinate classification shall receive a sixty (60) day trial period. The trial period will provide the Court and the employee with the opportunity to become acquainted with the job. If at the end of the trial period the employee is unable to perform the job to the satisfaction of the supervisor, the employee may exercise one more displacement option to a subordinate classification if any, or be laid off and the most senior laid off employee qualified for the position shall be recalled. A secondary displacement shall meet the same requirements and time limits as the initial displacement action.

10.2: The Union shall be notified promptly of a layoff. The Union may request a meeting with the Friend of Court and the County to discuss layoff. Be it provided, however, such meeting shall not prohibit or constrain the Friend of Court and 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 state or federally funded programs, if applicable by law. If the Friend of Court is receiving funds from a state or federally funded program (e.g., CETA, JEPTA) and the funds are discontinued, the individual in such position(s) may be at

the discretion of the Friend of Court laid off in accordance to this Article or the position converted to a regular position.

10.3: An employee whose layoff is not provided in accordance with the contract shall be entitled to use the Grievance Procedure.

10.4: Employees to be laid off will have no less than fourteen (14) calendar day's written notice of layoff. The Union will be provided a copy of the layoff notice given to each employee. The layoff notice shall include a notification of the provisions of Article 8 – Loss of Seniority, 8.1: c.

10.5: When a layoff is determined to be necessary, temporary, probationary and part time employees in an affected classification shall be laid off by classification first. Employee(s) shall be laid off by classification in seniority order from the least to the most senior, provided that the most senior employee(s) qualified to perform the function shall be retained. Be it provided that a laid off full time regular employee shall be entitled to displace a part time or temporary employee in the event no full time regular position is subject to displacement. The employee shall exclusively determine to accept a layoff or displacement. The employee who accepts layoff shall be entitled to displace a part time or temporary employee if within thirty (30) days of becoming ineligible for unemployment benefits or six (6) months, whichever occurs later.

10.6: 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.

10.7: During the period of layoff, an employee shall accrue no seniority or be eligible for any fringe benefits.

10.8: 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 two (2) years if the technology of the function changes or three (3) years if the technology does not change.

ARTICLE 11
PROMOTIONS

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

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

a. The job title.

b. A description of the position.

c. The necessary qualifications of the job.

d. The hours of work.
e. The application process.

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

11.4: Promotions shall be made from within current employee ranks when the employee is qualified pursuant to 11.3 above. In the event an employee feels he or she was unjustly denied the position, the Friend of Court shall meet with the Steward and employee to discuss the reason(s) for not being granted the position.

11.5: The employee shall have sixty (60) working days to elect to return to their former job classification without loss of seniority. This period may be extended by mutual consent if reduced to writing. In addition, an employee, who in the Employer's opinion does not satisfactorily complete a ninety (90) day probationary period, which may be extended by mutual consent, shall be returned to his former job classification without loss of seniority.

11.6: An employee who accepts a promotion and who in the Employer's opinion satisfactorily completes the probationary period shall be placed on the job classification seniority list as of the first full day work in the upgraded classification. The promoted employee shall be paid at the rate of pay to which they are promoted from the first day of the promotion. Compensation shall be at the rate of the nearest higher salary step to their current salary. Employer reserves the right to compensate promoted employee at a greater rate pursuant to the County's salary and wages policy.

11.7: Employees who are transferred or promoted to a job outside of the bargaining unit shall retain their seniority within the bargaining unit for a period of one (1) year. Thereafter their bargaining unit seniority shall be terminated.

ARTICLE 12
RATES FOR NEW JOBS

12.1: The County and the Friend of Court before establishing same shall give written notice to the Union of newly proposed classification and rate structure prior to the time the classification becomes effective.

12.2: The Union shall, within seven (7) calendar days of such notification, give written notice to the County and the Friend of Court of its request to be heard concerning said proposed rate structure.

12.3: The County and the Friend of Court shall within seven (7) calendar days of receipt of the notice in Section 2, set a time for hearing the Union's view.

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

ARTICLE 13
LEAVES OF ABSENCE

13.1: 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, child, parents..

All leaves shall be granted consistent with complying with the period of medical disability stipulated in writing by the attending physician. The Friend of Court may require an employee on a leave of absence due to illness to submit to an examination by a physician chosen by the Friend of Court, provided the charges of the physician are paid by the Friend of Court. Leaves of absence granted under this section will be consistent with medical necessity.

13.2: Upon Friend of Court approval, leaves of absence for reasonable periods, not to exceed one (1) year, may be granted without loss of seniority for:

a. Serving in any Union position; and

b. Educational purposes.

Such a leave shall be consistent with meeting the operational needs of the Friend of Court.

The parties agree to adhere to the FMLA.

The leave year for purposes of computing benefits under the Family Medical Leave Act shall commence at the beginning of an employees approved leave and shall be for twelve calendar months thereafter.

The Employer will maintain, at the Employer's expense, health care coverage for up to twelve (12) weeks of approved FMLA leave. However, if the employee is paying the premium or a portion of the premium prior to such leave the employee shall continue to pay such premium while on leave. If an employee fails to return from an approved FMLA leave, the Employer may recover the cost of health care coverage paid during said leave from the employee.

An employee must provide a copy of a certification from a health care provider to justify a medical leave when the requested leave is for a serious health condition of the employee or the employee's family member. Where leave is foreseeable and at least thirty

(30) day notice is provided, the employee is to provide certification before the leave begins. If circumstances are such that thirty (30) days is not foreseeable, the employee must provide certification to the Employer as soon as practicable but no later than fifteen (15) calendar days after the leave begins. Certification must contain:

1. The date on which the condition commenced.

2. The probable duration of the condition.

3. The medical facts regarding the condition.

If leave is requested as intermittent leave or a reduced schedule leave, the certification must contain a statement of the medical necessity for the intermittent or reduced schedule leave. Certification is not required if intermittent leave or reduced leave is for the birth of, adoption of a child.

The Employer, at its discretion, may require an employee on approved FMLA leave to provide periodic certification and/or reports as to the status and intentions of the employee to return to work. Failure to provide requested certification in a timely manner or failure to return from a FMLA leave may result in termination of employment.

It is the employee's responsibility to find a health care provider who will provide a complete certification.

If the Employer is not satisfied with the original certification, the Employer may require the employee to obtain a second opinion from a health care provider approved by the Employer. The Employer will pay for the opinion of the second health care provider. If the first two opinions conflict, the Employer may pay for a third opinion to be delivered by a doctor mutually agreed upon by the Employer and the employee. The Employer may grant preliminary leave approval under the above circumstances which may be confirmed or withdrawn depending on the results of the second or third opinion.

Employees returning from FMLA medical leave must provide the Employer with a return to work certification from their health care provider attesting to their fitness to return to their duties.

An employee returning from an approved FMLA leave shall be restored to the position held by the employee when the leave commenced or restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

An employee who has exhausted FMLA benefits may request, and a leave of absence may be granted in accordance with normal leave provisions of this Article. Absence under an approved FMLA leave shall be counted as and deducted from leave entitlement under this Article.

In compliance with the Act, the Employer reserves the right to require an employee to utilize any accrued sick days and up to fifty (50%) percent of their accrued vacation days to a maximum of fifteen (15) vacation days during an approved leave. Fractions of a day shall be rounded up to a full day for pay purposes.

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

13.3: An employee who has a combined continuous leave of absence, including extensions, for one (1) year and is unable to return to work shall be considered to have resigned.

13.4: All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician, when requested by the Friend of Court. In all cases of illness extending beyond three (3) calendar days, the employee shall provide upon request of the Friend of Court and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. The Court may waive the right, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted. The Employer shall have the right to require evidence of information concerning the nature of the employee's illness.

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

13.6: 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 that the employee is fit to return to work and is able to perform all aspects of their job.

13.7: Request for an extension of a leave of absence shall be submitted in writing to the Friend of Court no less than five (5) working days prior to the expiration date of the leave.

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

13.9: Failure to report to work on the first scheduled workday after the expiration of a leave of absence shall result in an immediate discharge except where the failure to report is otherwise permitted under this contract.

13.10: Leaves of absence with pay for any short term educational training which would benefit the Employer may be authorized by the Friend of Court. Employees shall be entitled to reimbursement for tuition, fees, books, supplies and lab expenses if required to attend educational training by the Employer or if the educational training is approved by the Friend of Court in advance and in writing.

ARTICLE 14
HOURS - WORKDAY - WORKWEEK

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

14.2: The work day shall consist of seven and one-half (7 1/2) hours. Any change in the number of work hours in a day or work week shall be reviewed jointly by the parties as established in the Letter of Understanding regarding Flex Time attached to the Agreement.

14.3 Each employee working six (6) or more 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. Each employee working six (6) or more consecutive hours shall be entitled to a one (1) hour lunch.

14.4: Overtime shall be computed on the basis of one and one-half (1 1/2) times the regular hourly rate unless otherwise provided in conjunction with the Letter of Understanding regarding Flex Time:

a. On all hours worked in excess of thirty-seven and one-half (37 1/2) hours per week.

b. In the event any law hereafter enacted requires overtime to be paid for hours in excess of a shorter work week than that established by this Agreement, the scheduled work week shall remain unchanged and overtime shall be paid as required by law.

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

14.6: Compensatory time is at the discretion of the Employer. Compensatory time shall be scheduled at the mutual convenience of the employee and the Employer. Accumulation of and use of compensatory time will be in compliance with the Fair Labor Standards Act.

ARTICLE 15
TEMPORARY ASSIGNMENTS

15.1: Employees may be temporarily assigned to perform the duties of other bargaining unit members when circumstances warrant. Selection of the employee that is to be temporarily assigned is at the discretion of the Employer.

15.2: The temporarily assigned employee shall be entitled to compensation for the position when the assignment is on a daily basis provided the temporary assignment is for five (5) consecutive work days. The employee who satisfies this requirement shall be entitled to compensation from the first day of temporary assignment. Employee will be placed on the corresponding wage scale at the closest rate of pay per Board Policy. In no event shall the employee be made to suffer a loss of pay or fringe benefit when on a temporary assignment.

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

ARTICLE 16
VACATIONS

16.1: Effective January 1, 1995 all full time regular Friend of Court employees shall be entitled to vacations according to the following schedule:

Years of Service	Annual Vacation Days
6 Months	5 days
1 Year	5 days
18 Months	5 days
2 Year	5 days
3-4 Year	10 days
5-9 Year	17 days
10-14 Year	20 days
15-19 Year	23 days
20-24 Year	25 days
25+ Year	30 days

16.2: The full time allocation of hours according to the above schedule shall be credited to the employee upon each anniversary of full time employment with the department.

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

16.4: An employee shall be entitled to carry forward from the previous year's accrual as many hours that when added to the anniversary credit does not exceed two hundred and sixty-two point five (262.5) hours. In other words, an employee shall not be entitled to maintain an accrual of more than two hundred and sixty-two point five (262.5) hours at any time.

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

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

16.7: An employee who uses sick hours before or after a scheduled vacation shall be required to provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. The employee who fails to provide appropriate medical verification shall not only be denied compensation, but shall be subject to discipline.

16.8: Upon termination, retirement, layoff or death, the employee or beneficiary of the employee's estate shall be paid the total accrued unused vacation hours and a prorated payoff of vacation time from their date of separation retroactive to the employee's last anniversary of employment. Be it provided, however, that such payoff of unused hours shall not exceed two hundred and sixty-two point five (262.5) hours of pay.

ARTICLE 17
SICK DAYS AND DISABILITY

17.1: Full time regular employees shall be credited with seven point five (7.5) hours each monthly anniversary to be used for the purposes provided by these policies. Any sick hours use other than provided by this Agreement shall be considered a misuse and an abuse.

17.2: Full time regular employees shall be entitled to accrue sick hours to a maximum of three hundred (300) hours.

17.3: A full time employee shall be eligible to use sick hours upon satisfactory completion of the probationary period, for personal illness or serious or critical illness to their spouse, parent, step-parent, legal dependent, child or step-child or a member of the employee's spouse according to the same definition. The employee shall be required to provide proof of illness to spouse, parent, step-parent, child or step-child.

17.4: An employee unable to schedule a personal medical or dental appointment during their normal off duty hours shall be entitled to take Court time without sick hour deduction provided;

a. There are no more than four (4) occurrences in a calendar year;

b. A doctor's statement is provided indicating the time of the scheduled appointment;

c. Each absence or occurrence shall not exceed two (2) hours.

The employee who fails to satisfy the above criteria shall have sick hours deducted for all time away from the job.

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

17.6: An employee who uses twenty-two and one half (22.5) sick hours in a thirty (30) calendar day period or thirty-seven and one half (37.5) hours in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness shall be on "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. The employee shall be on proof required status for three (3) calendar months. The employee who fails to provide appropriate medical verification shall not only be denied compensation, but shall be subject to discipline. The Employer or designee may choose not to place an employee on proof required status at the Employer or designee's discretion if, in the opinion of the Employer or designee, the employee has not exhibited a questionable attendance pattern.

17.7: Sick hours may be taken in place of normally scheduled working hours excluding holidays.

17.8: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty-eight (28) consecutive calendar days. Compensation shall commence 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. Short term disability salary continuation shall be for a period of six (6) months. Verification of a continuing medical disability will 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.

Any employee who has less than one year full time employment with the County is ineligible for short term disability and FMLA. Once one year of full time employment is reached, the employee may be eligible for short term disability and FMLA, which will run concurrent.

17.9: 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. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of the fringe benefits enjoyed immediately prior to disability. Be it provided that fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

17.10: 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.

17.11: Commencing the one hundred and eighty-first (181st) calendar day, long term disability salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. Long term disability salary continuation through an insurance plan for the duration of the illness or injury are 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 care coverage through the County in accordance with the following safeguards and conditions:

a. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty (50%) percent of the premium cost.

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

17.12: 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.

17.13 Sick days are not accrued on an unpaid leave of absence. Sick days are accrued on a paid leave of absence.

17.14: When an employee's illness or physical condition raises the question of fitness to perform normal duties, or if the employee exhibits questionable attendance, the supervisor may require the employee to submit to a physical examination and the County shall pay the expenses incurred.

17.15: An employee on an approved disability leave using sick hours, salary continuation or disability insurance shall be subject to all the provisions of Article 13 - Leave of Absence. If a leave balance is available, employees are ineligible for Absence Without Pay (AWOP), unless approved by the Department Head.

17.16: The employee must promptly notify their supervisor of their absence or be subject to discipline.

17.17: Upon termination of employment or layoff, an employee with accrued sick hours shall be entitled to receive compensation to a maximum accrual of two hundred and twenty-five (225) hours 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%

17.18: An employee receiving salary continuation shall be eligible to supplement disability compensation with accrued sick or vacation days on a ratio of one (1) sick day or vacation day for each three (3) days of absence in order to remain at full gross salary. Vacation days may only be used upon exhaustion of accrued sick days.

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

Part time paid sick leave shall be administered in accordance with Public Act 369 of 2018, also known as paid medical leave act. In addition, implementation of the 90 day sick leave does not alter or modify Article 7.2 of the required probationary period of 180 calendar days for new hires.

Section 17.20: 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. 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.
    C. 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.
    D. Sick time must be used in one (1) hour increments and is subject to the policies and procedures of the employee's department.
    E. 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 18
FUNERAL LEAVE

18.1: Members of the Bargaining Unit shall be allowed funeral leave days in the event of a death of family members and relatives as follows:

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

Up to three (3) working days with pay with up to two (2) additional days with pay to be deducted from sick days for: Brother or Sister

Up to three (3) working days with pay to be deducted from sick days for: Step-Parent, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Brother-In-Law, Sister-In-Law, Grand Parent, Grand Child, Step Sibling, Step Grand Child, Legal Guardianship/Dependent

One (1) workday with pay to be deducted from sick days for: Spouse Stepparent, Spouse Son-In-Law or Daughter-In-Law, Spouse Grand Parent, Spouse Grand Child, Spouse Step Sibling, Spouse Brother-In-Law or Sister-In-Law, Aunt or Uncle, Niece or Nephew.

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

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

ARTICLE 19
HEALTH, DENTAL CARE AND LIFE INSURANCE

19.1: Each regularly scheduled full time employee shall be eligible to participate in the Blue Cross/Blue Shield (BC/BS) Community Blue Option 8 Plan with the following features that are not inclusive of all benefits:

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

Annual Co-Pays: 80%/20% (BC/BS pays 80% of all approved charges.)

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

Heritage Vision - Vision Care

HCA – Hearing Care

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

A. Effective January 1, 2018 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 19, 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.

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

A. OPTION II - NON-PARTICIPATION

Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled to 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 with the employee's paycheck. 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 that shall be consistent with all terms and conditions of deferred compensation.

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

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

19.5: 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.
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.

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

CORE OPTION

Annual Salary	Benefit
$24,999 or less	$20,000
$25,000 to $30,999	$30,000
$31,000 to $39,999	$40,000
$40,000 or more	$50,000

A. OPTION I

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

B. OPTION II

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

19.7: 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.

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

19.9: 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.

19.10: Employees and retirees 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.

Employees and retirees 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 20
RETIREMENT

20.1: 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.

20.2: 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.

20.3: The St. Clair County Retirement System provides eligible full time employees (hired to a full time position before May 11, 2011) with a Defined Benefit Pension Plan. A defined benefit plan is a retirement plan that establishes an annual and monthly pension amount based on an employee's years of service and final average compensation. Participation in the Defined Benefit Plan is mandatory among eligible employees as defined and set forth in 20.1.

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

20.5: The St. Clair County Retirement System provides eligible full time employees (hired to a full time position before May 11, 2011) 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 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 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.

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

20.7: 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, the employee shall be entitled to select one of the following contribution options.

Employee Contribution	County Contribution Match For Full Time Employees Only
1.0%	0.5%
2.0%	1.0%
3.0%	1.5%
4.0%	2.0%
5.0%	2.5%

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

C. Upon retirement the employee may at his or her discretion use contributions to the 457 Deferred Compensation Plan to purchase retiree health care from the Retirement System provided the employee has a minimum of eleven (11) or more years of contributed service in the Retirement System.

D. An employee must elect or not elect to contribute to the 457 Deferred Compensation Plan upon full time regular employment with the County. The election once executed is irrevocable. Employees wishing to adjust their employee contribution election amount, may do so in accordance with the terms of the 457 Plan and applicable County policy.

E. An employee shall not be entitled to contribute to the Retiree Health Care Trust Fund Account and the 457 Deferred Compensation Plan at the same time. An employee shall have the option to contribute to a 457 Deferred Compensation Plan account rather than contribute to the Retiree Health Care Trust Fund Account. An employee that contributes to the 457 Deferred Compensation Plan shall not be entitled to retiree health care paid by the Retirement System upon retirement.

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

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

Years of Service	Annual Multiplier
1 through 10	1.75%
11 through 19	2.00%
20 through 24	2.00%
25 and above	2.40%

Upon attaining the twentieth (20) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy-five (75%) percent.

20.10: Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation. 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. Vacation accrual payoff upon separation from employment for any reason.

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

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

A. The employee has attained the age of fifty-five (55) years and has twenty-five (25) or more years of credited service.

B. The employee has attained the age of sixty (60) years and has eight (8) years or more years of credited service.

C. The employee's combined years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) years of actual service.

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

20.12: 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.

20.13: 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.

20.14: If an employee was a full time contributing member of the Defined Benefit Plan prior to May 11, 2011 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 May 11, 2011 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.

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

20.16: Full time employees hired on or after May 11, 2011 shall not be eligible for a Defined Benefit Plan; instead, these employees shall be entitled to a Defined Contribution Retirement Plan.

The Defined Contribution Plan has distinct differences from the Defined Benefit Retirement Plan: there is no guarantee of a specific benefit, only what the employee decides to withdraw upon termination from employment; the employee chooses how to direct his or her investment. The employee should fund this plan with the goal to cover both pension and retiree healthcare needs. The benefit is portable.

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

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

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

B. A full time employee shall be entitled to select one of the following contribution options to be matched by the County:

Employee Contribution	County Contribution
1.0%	1.0%
2.0%	2.0%
3.0%	3.0%
4.0%	4.0%
5.0%	5.0%
6.0%	6.0%
7.0%	7.0%
8.0%	8.0%

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

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

ARTICLE 21
INJURY LEAVE WITH PAY/WORKER'S COMPENSATION

21.1: The County is required by law to participate in a Worker's Compensation Plan. Worker's Compensation is governed by Board Policy and Procedure, therefore, is subject to change.

21.2: When employees are injured during their scheduled working hours, 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.

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

21.4: 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 Workers Compensation and the employee's normal pay minus Federal, State, local, and F.I.C.A. taxes. The supplement compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

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

21.6: Employees who elect not to supplement their Workers 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.

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

ARTICLE 22
MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT

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

22.2: Employer approved expenses for out of County lodging and meals shall be reimbursed to the employee when attendance is at employment related activities in accordance with the IRS regulations for expense reimbursements and the County's Expense Reimbursement Policy.

ARTICLE 23
SAFE WORKING CONDITIONS

23.1 The Employer will meet all legal requirements concerning safe working conditions (i.e. OSHA and MIOSHA) and will listen to and consider any employee concerns or suggestions regarding safety.

ARTICLE 24
HOLIDAYS

24.1: Full time employees shall be eligible for holidays established by the Michigan Supreme Court. Should the Michigan Supreme Court or St. Clair County Circuit Court

change the schedule in any way, that amended holiday schedule shall prevail and apply and a copy sent to the Union.

24.2: To be eligible for a holiday an employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless pre-authorized the day off. An employee who uses sick hours before or after a scheduled holiday shall be required to provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. The employee who fails to provide appropriate medical verification shall not only be denied holiday compensation, but shall be subject to discipline.

24.3: All employees regularly scheduled to work on a holiday are required to work unless an absence has been approved by the Employer.

24.4: A paid holiday shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

ARTICLE 25
STUDENT EMPLOYMENT

25.1: For the purpose of this Agreement, student shall mean an employee who receives credit for graduation or for course completion from an accredited school or college for work performed with the Court, in conjunction with a bona fide co-op or intern program.

25.2: Students as defined herein, shall not be eligible for union membership.

25.3: Students shall not displace or cause the layoff of any regular bargaining unit employee.

ARTICLE 26
SPECIAL CONFERENCES

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

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

ARTICLE 27
ACT OF GOD

27.1: In the event of a natural or manmade disaster or emergency, the Chairperson of the Board of Commissioners or presiding Judge may declare the same and authorize the pay of those employees unable to work. Employees designated as essential by the Department

Head and is required to report to work shall receive compensatory time and straight pay for the work performed.

27.2: In the event any member or members of the Bargaining Unit are sent home from work or are advised not to report to work for reasons other than discipline by the Court or Friend of Court those employees shall receive their full day's pay.

ARTICLE 28
CRIMINAL BACKGROUND CHECKS

28.1: In accordance with the Cooperative Reimbursement Contract (CRP) with the State of Michigan, the Friend of Court Office must conduct criminal history background checks and a national and state sex offender registry checks for all employees funded in whole or in part by the cooperative reimbursement contract (CRP) as well as any subcontractors, subcontractor employees, and volunteers. All employees will be subject to an Internet Criminal History Access Tool (ICHAT) and those that have direct contact with children also require a Department of Human Services Central Registry check.

28.2: In accordance with the CRP with the State of Michigan, all existing employees and new hires who work directly with clients or who has access to client information must notify Employer in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring. These background checks will be in accordance with the plan as amended and/or supplied by the Michigan Supreme Court State Court Administrative Office.

ARTICLE 29
DISCHARGE AND DISCIPLINE

29.1: Unless otherwise requested by the Employee, the Employer agrees to notify one of the local designated representatives of the Union in writing within twenty-four (24) hours, of the discharge or discipline of an employee. The employee shall have the right to prepare a written statement as it relates to the discipline that shall be incorporated in the Employer's record with the discipline.

29.2: Should the discharged or disciplined employee consider the charge to be improper, procedures outlined in the grievance procedure provisions of this Contract may be followed by the employee. The Employer shall review with the employee disciplinary action taken against the employee prior to the documentation of such action becoming part of the Employer's record. The employee shall have the right to be represented by the Union during this review. This procedure shall not unduly delay the operations of the County, therefore, Union representation must be readily available within a reasonable amount of time.

29.3: The Friend of the Court and/or supervisor shall make every effort to discipline an employee privately and confidentially.

ARTICLE 30
EMPLOYEE RECORDS REVIEW

30.1: FOLDERS, FILES AND RECORDS

The Human Resources Department will maintain a personnel folder on every County employee, which will include items such as, but not limited to, a record of the employee's pay changes, fringe benefit records and work history. The Human Resources Department shall also maintain workers compensation, disciplinary and grievance chain records in separate files that shall be made available to the employee upon request. The employee's department head and/or supervisor may also maintain records of a historical nature related to employment and issues affecting employment. An employee has a right to view the contents of all these folders, files and records up to twice a year.

30.2: EMPLOYER/EMPLOYEE RESPONSIBILITY

In order to review his or her folder, files or records an employee should contact the Human Resources Department to schedule a time. The employee should specify the nature of all folders, files and records of his or her interest. The Human Resources Department will accommodate every reasonable request no later than the next business day. It is the responsibility of the Human Resources Department to have all employee employment related folders, files and records at one location for the employee's inspection.

30.3: COPY COST

An employee is entitled to a copy of any record of the County pertaining to his or her employment with the County. The County may charge the employee for the cost of copying material at the hourly rate of the County employee making the copies based on the time taken to make the copies. Copies will be provided the employee when the employee pays for the cost of duplication.

30.4: YOU CAN OFFER CLARIFICATION, EXPLANATION OR REBUTTAL

The employee is also entitled to prepare a document to offer in explanation, clarification or rebuttal to any document contained in a folder, file or record. The County shall attach the employee's prepared explanation, clarification or rebuttal document to the document at issue.

30.5: THERE ARE RESTRICTIONS

The employee has no right to alter, deface, modify, adjust, change, substitute, amend or remove any document from his or her employee personnel folder, file or record. An employee guilty of any such behavior is subject to discipline up to and including employment termination. A Human Resources Department employee will be present when the employee reviews the content of the file.

ARTICLE 31
JURY DUTY

31.1: An employee who is called to perform jury duty shall inform the Friend of Court immediately.

32.2: Employees on jury duty shall be paid their regular pay for performing jury duty during their regularly scheduled work hours. Pay for jury duty shall be returned to the Employer in lieu of regular salary. When jury duty hours are served prior to and/or extend

into an employee's regularly scheduled work hours and the jury duty time is more than four (4) hours and located outside of St. Clair County, the employee will not be expected to work his or her regular scheduled work hours. If such jury duty time served is less than four (4) hours, the employee shall be expected to report to work and complete the number of hours of work that when added to the jury time will constitute a full work day. For those employees that are residents of this County who are called to jury duty in a Federal Court outside of this County, three (3) hours of driving time will be recognized as jury time for the purpose of computing the above four (4) hour provision. Employees are required to work the regularly scheduled work day before and after jury duty. If jury services are performed within the St. Clair County Courthouse, after the employee is released from jury service, they shall return to work provided it is within the normal working hours.

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

31.4: Any reimbursements (by way of example: mileage, lodging, and/or reimbursable out-of-pocket expenses) shall belong to the employee. If such 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.

ARTICLE 32
LIABILITY - INDEMNIFICATION

The Friend of Court and the County of St. Clair agree to indemnify Friend of Court Employees against claims of liability which may arise in the course of employment while such employees are acting within the scope of their official duties or operations on behalf of the County. All such employees and the Service Employees International Union shall cooperate to the fullest extent necessary in any defense of any suit or claim that may arise in connection thereof.

ARTICLE 33
SUCCESSOR

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

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

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

ARTICLE 34
WAGES

TITLE	PROPOSED JOB GROUP	PROPOSED WAGE RANGE
JUDICIAL ENFORCEMENT ANALYST	I	E
JUDICIAL RECORDS CLERK	I	D
JUDICIAL FINANCIAL ANALYST	I	F
LEGAL ADMINISTRATIVE ASSISTANT	I	F
JUDICIAL SERVICE OFFICER	II	F
CLIENT SERVICES REPRESENTATIVE	I	C
JUDICIAL DOMESTIC SPECIALIST	II	G

WAGE SCALE IN APPENDIX A

Employees working on a part time hourly basis shall be paid the hourly rate of the position by dividing the annual wage by 1950 hours to establish the hourly rate.

ARTICLE 35
TERM OF AGREEMENT

35.1: This Agreement shall be in force from January 1, 2020 through and including December 31, 2020. Be it provided, however, that economic conditions shall be implemented upon execution of the Agreement as established by the signatures below or as provided by the Agreement.

35.2: It shall be the exclusive responsibility, authority and prerogative of the Union to notify the Employer of its desire to amend or modify the Agreement upon its expiration. Such notice shall be made in writing to the Friend of Court with a copy to the County Human Resources Director within the period October 1, 2019 through and including December 31, 2019 or the bargaining unit shall be considered to have decertified and the parties shall be prohibited from collective bargaining.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 16th day of January, 2020.

FOR THE UNION

Susan Brockmann, Business Agent
TPOAM

Renee Dueweke, Local President

Nadean McLeod, Steward

THE COUNTY OF ST. CLAIR

Jeff Bohm, Chairman
Board of Commissioners

Jay DeBoyer, County Clerk

Karry Hepting, Controller/Administrator

Renae Topolewski, Friend of Court

This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.gfi.com

APPENDIX A

2.0% Effective January 1, 2020

2020 County Wage Structure									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	Wage Range
Group I: Office Professionals/General									
A	23,190	24,117	25,081	26,084	27,129	28,213	29,341	30,515	A
AA	24,117	25,081	26,084	27,129	28,213	29,341	30,515	31,736	AA
B	25,081	26,084	27,129	28,213	29,341	30,515	31,736	33,005	B
BB	26,084	27,129	28,213	29,341	30,515	31,736	33,005	34,326	BB
C	27,129	28,213	29,341	30,515	31,736	33,005	34,326	35,698	C
CC	28,213	29,341	30,515	31,736	33,005	34,326	35,698	37,127	CC
D	29,341	30,515	31,736	33,005	34,326	35,698	37,127	38,611	D
DD	30,515	31,736	33,005	34,326	35,698	37,127	38,611	40,156	DD
E	31,736	33,005	34,326	35,698	37,127	38,611	40,156	41,763	E
EE	33,005	34,326	35,698	37,127	38,611	40,156	41,763	43,433	EE
F	34,326	35,698	37,127	38,611	40,156	41,763	43,433	45,170	F
FF	35,698	37,127	38,611	40,156	41,763	43,433	45,170	46,977	FF
G	37,127	38,611	40,156	41,763	43,433	45,170	46,977	48,856	G
Group II: Professional/Technical									
A	28,213	29,341	30,515	31,736	33,005	34,326	35,698	37,127	A
AA	29,341	30,515	31,736	33,005	34,326	35,698	37,127	38,611	AA
B	30,515	31,736	33,005	34,326	35,698	37,127	38,611	40,156	B
BB	31,736	33,005	34,326	35,698	37,127	38,611	40,156	41,763	BB
C	33,005	34,326	35,698	37,127	38,611	40,156	41,763	43,433	C
CC	34,326	35,698	37,127	38,611	40,156	41,763	43,433	45,170	CC
D	35,698	37,127	38,611	40,156	41,763	43,433	45,170	46,977	D
DD	37,127	38,611	40,156	41,763	43,433	45,170	46,977	48,856	DD
E	38,611	40,156	41,763	43,433	45,170	46,977	48,856	50,810	E
EE	40,156	41,763	43,433	45,170	46,977	48,856	50,810	52,843	EE
F	41,763	43,433	45,170	46,977	48,856	50,810	52,843	54,956	F
FF	43,433	45,170	46,977	48,856	50,810	52,843	54,956	57,155	FF
G	45,170	46,977	48,856	50,810	52,843	54,956	57,155	59,442	G