AGREEMENT

BETWEEN

31st JUDICIAL CIRCUIT COURT FAMILY DIVISION

AND

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

AND

ST. CLAIR COUNTY JUVENILE COUNSELORS ASSOCIATION

JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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ARTICLE 1
AGREEMENT

1.1: This Agreement made and entered into this 1st day of January, 2019 by and between the 31st. Judicial Circuit Court Family Division, St. Clair County, herein termed the Employer, and the St. Clair County Board of Commissioners being the Legislative body of said Employer, and the Juvenile Counselors Association herein termed as the Association.

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

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

ARTICLE 2
PURPOSE AND INTENT

2.1: The general purpose of this Agreement is to set forth terms and conditions of employment, so that the parties hereto, may in an orderly fashion, carry out their mutual desire to work together harmoniously and continue to maintain relations between the Employer and the Association, which will serve to the best interests of all concerned.

2.2: To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between representatives of the parties hereto at all levels and among the local Association members.

ARTICLE 3
RECOGNITION

3.1: The Association is hereby recognized by the 31stJudicial Circuit Court, Family Division and the St. Clair County Board of Commissioners as exclusive representative of employees classified as Juvenile Counselors in the Juvenile Court, for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment. A temporary employee shall mean an employee hired for a predetermined period of time such as in a seasonal capacity or in substitution of an employee on leave of absence. A temporary employee shall not be eligible for membership in the bargaining unit nor for the benefits derived there from whether economic or otherwise.

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

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

ARTICLE 4
MANAGEMENT RIGHTS

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

A. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to alter or discontinue jobs, 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 Family and Juvenile Court.

B. Further, it is recognized that the responsibility and prerogatives of the management of the Family Court and Juvenile 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 hire, suspend, discipline for just cause or transfer, train or retrain, the right to decide employee's qualifications; to determine the times and amounts of overtime to be worked; recesses and to carry out Supreme Court directives concerning holidays; the right to make necessary rules and regulations governing employee's conduct and safety; and to relieve an employee from duty because of lack of work or other legitimate reason; all of which are vested exclusively in the Court, subject only to the provisions of this Agreement. The agreement in this paragraph providing just cause for discipline and discharge is based on and subject to the Chief Judge being the final determiner of any grievances arising out of imposition of discipline up to and including discharge.

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

D. The Association acknowledges the practice of following the provisions of the Juvenile Court Manual, prescribing in detail the standards of operation prescribed for the orderly and required management of the Juvenile Court. It is further understood that the Juvenile Court Manual may from time to time require revision due to changes in federal and/or state laws and regulations. Any other changes deemed necessary by the Court will be negotiated with the Association and will not conflict with the existing contract between the St. Clair County Board of Commissioners, St. Clair County Circuit Court Family Division and the St. Clair County Juvenile Counselors Association. The Association members must abide by the lawful provisions of said Manual.

E. The parties recognize that St. Clair County Judges have the legal authority to appoint their personal staff in accordance with the laws, regulations, and Court Rules of the State of Michigan including but not limited to MCR 8.110. St. Clair County Judges also have the legal authority to appoint their Registers and Deputy Registers in accordance with the laws, regulations, and court rules of the State of Michigan, including but not limited to MCL 600.833.

The 31st Circuit Court, inclusive of Probate Court, Family Division and any other operation or division under its jurisdiction or control, hereby retains, and does not waive, any and all rights vested in the Court by statute, court rule, case law, jurisprudence, regulation or any other authority to exercise any right related to the employment of Union members. The parties acknowledge that this non-waiver of rights is clear and unmistakable. All of said positions shall be filled at the sole discretion of the Judge/Court for which said employee is to work or is assigned.

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

ARTICLE 5
DUES WITHHOLDING

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

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

5.3: For those employees for whom properly executed payroll deduction authorization forms are delivered to the Human Resources Department, the Employer will deduct

Association dues or representation fees the first two (2) pay periods of the month as per such authorization and shall remit to the Association any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

5.4: The Association shall indemnify, defend, and save the Court and 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 County for the purposes of complying with the provisions of this Article. It is further agreed that neither any employee nor the Association shall have any claim against the Court and County for any deductions made or not made, as the case may be, except that the Court and County shall be responsible to provide the Association with dues deducted from the employees pay. In no case shall the Court and County be responsible to pay to the Association or employee an amount equal to dues or representation fee that may or may not have been deducted and paid to the Association or employee.

ARTICLE 6
ASSOCIATION REPRESENTATION

6.1: The Association shall be represented to the Employer by no more than two (2) representatives. The names and classifications of these employees shall be communicated in writing to the Family Court Administrator and Human Resources Director of the County upon their selection and/or subsequent change.

6.2: The representative(s) shall be permitted to represent the employees to the Employer in matters of negotiations, grievances or concerns of the membership. No more than two (2) employees may be paid when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Association in all other matters.

6.3: The Employer shall grant a leave of absence not to exceed an accumulative two (2) days a year to bargaining unit members selected for attendance at Union/Association conventions or activities. Be it provide, however, that not more than two(2) employees shall be granted leave at any one time and that such leave shall be without loss of pay. Be it further provided, that such request shall be made in writing no less than four (4) weeks in advance. Any days needed in excess of the two (2) described above shall be without pay unless the employee utilizes vacation or sick days. Requests for days in excess of two (2) shall be made in writing no less than four (4) weeks in advance.

ARTICLE 7
GRIEVANCE PROCEDURE

7.1: A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. In cases involving discipline or discharge, a grievance may be made as to matter of fact of just cause. Any grievance not conforming to the provisions of this paragraph shall be denied. A grievance that does not specifically apply to salary, job classification, or a fringe benefit shall be considered non-economic. 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 for resolution.

7.2: Step 1.

A. An employee having a specified non-economic grievance alleging violation of this Agreement shall, within fifteen (15) calendar days of the occurrence, take the matter up with the Deputy Director of Juvenile Services or designee in an effort to resolve the matter. The Association shall advise the Deputy Director of Juvenile Services that discussions represent a Step 1 hearing or the matter shall not be subject to further advancement through the Grievance Procedure.

B. An employee having a specific economic grievance alleging violation of this Agreement shall, within fifteen (15) calendar days of the occurrence, take the matter up with the Human Resources Director or designee in an effort to resolve the matter. The Association shall advise the Human Resources Director that discussions represent a Step 1 Hearing or the matter shall not be subject to further advancement through the Grievance Procedure.

7.3: Step 2.

Non-Economic Grievances

A. A non-economic grievance shall be considered resolved at Step 1 unless reduced to writing, signed by the aggrieved employee, and submitted to the Deputy Director of Juvenile Services or designee within ten (10) calendar days of taking the matter up with the Deputy Director of Juvenile Services or designee. The written non-economic grievance shall specify the provisions of the Agreement violated and the remedy requested to resolve the non-economic grievance.

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

Economic Grievances

A. Grievance(s) shall be considered settled at Step 1, unless within five (5) working days after service of the Human Resources Director, and the Family Division Administrator, the Grievant(s) serve upon the Human Resources Director a written request for a hearing. A copy of the written grievance shall be attached to such a request.

B. Within ten (10) working days of service of the request in (A) above, the Human Resources Director and Family Division Administrator will meet with the Grievant(s), the Chairperson and a Union/Association 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 Family Division Administrator shall serve their written opinion to the Grievant(s) within ten (10) working days after the

hearing.

7.4: Step 3

Non-Economic Grievances

A. A non-economic grievance shall be considered settled at Step 2 unless submitted to the Family Division Administrator within seven (7) calendar days of the Step 2 response.

B. The Family Division Administrator shall review the Step 2 grievance response and the Association grievance and may call for a meeting of all the parties involved. The meeting shall be scheduled at the earliest date agreeable among the parties. The Family Division Administrator shall, within thirty (30) calendar days of receipt of the grievance or meeting, which ever applies, issue a written response to the non-economic grievance. The decision of the Family Division Administrator shall be subject to appeal to the Chief Judge which shall be filed in writing with the Chief Judge within seven (7) calendar days of the date of the Family Division Administrator's decision.

C. The Chief Judge shall review the decision of the Family Division Administrator and shall call a meeting of the parties involved. At the meeting, the Chief Judge shall permit all parties to be heard and to present all arguments on the matter pending. The Chief Judge shall render a written decision on the grievance which shall be final and binding on all parties and shall not be subject to further recourse or appeal.

Economic Grievances

A. An economic grievance shall be considered settled at Step 2 unless written request is made for arbitration within twenty (20) calendar days of the Step response.

B. The request for arbitration is to be made to either the American Arbitration Association and a copy sent to the Human Resources Director. The losing party shall pay the cost of the Arbitrator. The decision of the Arbitrator shall be final and binding.

C. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor shall the Arbitrator be empowered to award damages or establish salary schedules, classifications or grant promotions.

ARTICLE 8
SENIORITY

8.1: New employees hired in the unit shall be considered as probationary employees for the first six (6) months of employment. After completion of the probationary period, the employee shall be added on the seniority list of the unit and seniority shall start as of the last date of hire. Seniority shall be defined as follows:

A. Bargaining Unit seniority - The most recent date of full time continuous

employment in the bargaining unit.

B. County Seniority - The most recent date of full time continuous employment with St. Clair County and/or the 31st. Circuit Court Family Division and Juvenile Court.

8.2: The seniority list on the date of this Agreement will show the names and classifications of all employees of the unit entitled to seniority.

8.3: When employees acquire seniority, their names shall be placed on the seniority list.

8.4: Up to date seniority lists shall be made available to all employees for their inspection, by posting in the unit.

ARTICLE 9
LOSS OF SENIORITY

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

A. Quits.

B. Is discharged and the discharge is not reversed.

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

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

E. Retirement.

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

G. Death.

ARTICLE 10
DISCHARGE AND DISCIPLINE

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

discipline.
10.2: Should the discharged or disciplined employee consider the charge to be improper, procedures outlined in the grievance procedure provisions of this Agreement may be followed by the employee. The Employer shall review with the employee disciplinary action taken against the employee in a reasonable method and manner prior to the documentation of such action becoming part of the Employer's record. The employee shall have the right to be represented by the Association during this review.

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

10.4: The employee shall be provided a disciplinary notice at the time discipline is administered.

ARTICLE 11
LAYOFF AND RECALL

11.1: The word "layoff" means a reduction in the work force, due to a decrease of work, reorganization, restructuring or budget limitation.

11.2: Layoff shall be affected in the following manner.

A. Probationary employee(s) in the affected classification shall be terminated prior to initiating a layoff among seniority employee(s).

B. The employee(s) with the least bargaining unit seniority in the affected classification shall be laid off.

C. In the event of an elimination of a full time position, the member in the full time position shall have the right to bump a member in a part time position.

11.3: The Employer shall give a minimum of thirty (30) calendar days notice in the event a "layoff" becomes necessary.

11.4: A laid off employee shall have recall rights for the length of his or her seniority or two [2] years, whichever is lesser.

11.5: When a recall from layoff is determined necessary by the Court, the most senior laid off employee qualified to perform the required work shall be recalled by the Court.

11.6: Notice of return to work shall be sent by Registered or Certified Mail to the last known address of the employee. The date to report to work shall allow the employee the opportunity to provide an interim employer with two (2) weeks separation notice. Failure of the employee to report to work as scheduled, or to confirm a mutually satisfactory alternative date, shall result in the employee's termination of recall rights. The Court may contact the employee in order to arrange for a mutually satisfactory date to return to work which provides less than two (2) weeks notice.

11.7: Upon return to work, the Court shall calculate the employee's adjusted seniority date. The adjusted seniority date shall not recognize seniority for the period the employee was laid off. The adjusted seniority date shall be applicable for calculating all provisions, economic and non-economic of the Collective Bargaining Agreement.

11.8: An employee who refuses an offer to return work shall forfeiture of all recall to work rights.

ARTICLE 12
RECORDS REVIEW

12.1: In accordance with all applicable statutes an employee shall have the right to review the content of the employee record file. The Court or County shall provide a location reasonably near the employee's place of employment and during normal working hours.

12.2: The employee may inquire into disciplinary actions taken against the employee provided in the Employer's record. The Employer shall provide an inventory of all disciplinary items on record, defining these actions by circumstance and date. Be it provided, however, that the employee's statutory rights to review such records are not hereby waived.

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

12.4: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions that occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of their employment application that has not been formerly disclosed in writing to the Employer. The Employer shall not transmit, or otherwise make available to a third party, disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old, except when ordered to do so in a legal action or arbitration. Disciplinary notices four (4) years old or older will be sealed in an envelope and marked" Confidential Discipline" in the personnel folder. The employee will be notified should the envelope be opened or released as a result of a subpoena or other legal action.

12.5: The County shall maintain those records it determines necessary to administrate the wage, compensation and fringe benefit programs including any matter of economic application.

12.6: The Court shall maintain those records it determines necessary to administrate the efficiency and order of the Court, including but not limited to discipline, attendance and performance review and documentation.

ARTICLE 13
NEW CLASSIFICATIONS

13.1: The Association shall be notified in writing of a new bargaining unit classification within ten (10) working days of its effective date. The Association shall also be advised of the rate

structure.

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

ARTICLE 14
PROMOTIONS

14.1: When a promotional vacancy occurs outside the bargaining unit, the Employer shall post a job vacancy notice in a conspicuous place in the department. The local President shall be provided a copy of the job posting. The Employer will advise the local President of any part time or full time status change with the notice of posting of the position.

The posting shall indicate:

A. Classification (Job Title);
B. The qualifications for the job, including testing if a prerequisite requirement;
C. Brief description of the job;
D. The salary range;
E. Application information (such as where and when to apply); and
F. The hours.

The posting shall be for a period of five (5) consecutive working days (excluding Saturday, Sunday and holidays).

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

A. Position for which the employee is applying.

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

14.3: The employer will give consideration to unit employees who possess the skill or ability, experience or education and physical fitness where applicable, and documented or demonstrated acceptable work performance necessary to perform the job. The ultimate decision as to the individual (internal or external) selected for the promotion outside the bargaining unit shall be at the discretion of the Presiding Judge of the Family Division.

14.4: If a test is required, all candidates shall be given the same test.

ARTICLE 15
OVERTIME

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

A. Work in excess of seven and one-half (7 1/2) hours a day.

B. Work in excess of thirty-seven and one-half (37 1/2) hours a week.

C. The provisions of A and B shall be applied individually and not collectively.

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

15.2: Work performed on a holiday shall be compensated at the rate of two (2) times with overtime pay or compensatory time.

15.3: All overtime must have approval of a Supervisor or it shall be denied.

15.4: The Employer may, for good cause shown in advance, allow an employee to flex his or her schedule. The Employer shall have the right in its sole discretion to withdraw such approval at any time.

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

15.6: When an employee's compensatory time is at or below the cap, time off shall be scheduled at the request of the employee subject to the Court meeting its operational needs. When compensatory time exceeds the stipulated cap, the employee's supervisor may require the employee to take the compensatory time off within a reasonable period. If the employee is unable to use the compensatory time off within one (1) year, the amount of compensatory time over the cap shall be paid.

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

ARTICLE 16
LEAVE OF ABSENCE

16.1: 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 or child.

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

16.2: 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 Court and County.

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

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

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

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

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

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

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

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

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

ARTICLE 17
WORKER'S COMPENSATION

17.1: All employees shall be subject to the St. Clair County's Worker's Compensation Plan, the terms and conditions of which are described herein. Worker's Compensation is governed by Board policy and procedure, therefore, is subject to change.

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

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

17.4: The County shall provide the employee the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury. The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal, State, local and F.I.C.A. taxes.

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

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

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

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

ARTICLE 18
ASSOCIATION BULLETIN BOARD

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

A. Notices of Association recreational and social events.
B. Notices of Association elections.
C. Notices of results of Association elections.
D. Notices of Association meetings.

ARTICLE 19
RETIREMENT

19.1: 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.

19.2: 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.

19.3: The St. Clair County Retirement System provides eligible full time employees (hired to a full time position before 12/16/09) with a Defined Benefit Pension Plan. A defined benefit plan is a retirement plan that establishes an annual and monthly pension amount based on an employee's years of service and final average compensation. Participation in the Defined Benefit Plan is mandatory among eligible employees as defined and set forth in 19.1. Terms and conditions of the Defined Benefit Plan are addressed in the Retirement Plan booklet. The County shall determine the level of funding necessary to assure and maintain the financial stability of the system.

19.4: The St. Clair County Retirement System provides eligible full time employees 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 for retired member and spouse and/or beneficiary 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.

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

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

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

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. 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.

19.7: 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.

19.8: 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

Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation. Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum shall not exceed seventy-five percent (75%).

19.9: 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.

19.10: 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.

19.11: 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.

19.12: If an employee was a full time contributing member of the Defined Benefit Plan prior to 12/16/09, subsequently becomes a part time ineligible member and thereafter returns to full time employment without a break in employment, such an employee will remain eligible for participation in the Defined Benefit Plan upon meeting the following conditions:

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

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

If an employee was a full time contributing member of the Retirement Health Care Trust Account prior to 12/16/09, subsequently becomes a part time ineligible member and thereafter returns to full time employment without a break in employment, such an employee will remain eligible for participation in the Retirement Health Care Trust Account upon meeting the following conditions:

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

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

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

19.13: The final average compensation for retirement purposes shall be computed on the base salary only (including longevity) 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.

19.14: 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.

19.15: Full time employees hired to a full time position on or after 12/16/09 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%

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 20
HEALTH, LIFE AND DENTAL CARE

20.1: Effective January 1, 2012 each full time employee shall be eligible participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 8

Annual Deductible:
$500 – Employee
$1,000 – Family
Annual Co-Pays:
80% - Plan Approved Charges
20% - Employee

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

$20 Office Visit Co-Pay

$20 Chiropractic Co-Pay

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

MOPD - Mail Order Prescription Drugs

Unlimited Annual In Network Preventative Services

Heritage – Vision Rider

HCA – Hearing Care

The County shall have authority to select the health care provider provided such coverage is comparable.

The Employer shall pay the premium cost of the core benefit with the following exceptions.

A. All participating regularly scheduled full time employees shall pay an employee premium cost coshare amount equal to 20% of the County's illustrated rate adjusted annually.

B. All employee plan costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The plan cost(s) shall be paid in equal biweekly installments over the 26 annual pay periods.
C. In the event the St. Clair County Board of Commissioners modify or change the collective bargaining guidelines for the health care coverage as stipulated in Article 20, the Union and the County shall enter into collective bargaining with the purpose of establishing the health care coverage plan and employee premium coshare amounts for eligible members of the bargaining unit.

20.2: Full time employees eligible shall be entitled to select the following option in the place

of the core plan.

A. OPTION I - NON-PARTICIPATION COMPENSATION

Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled 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. 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.

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

20.4: The County shall provide the following core plan and provide the following options. Be it provided that participation is limited to full time regular employees with one year of fulltime continuous service.

A. CORE PLAN

* Plan 100 50/50 to an annual maximum of $1,000 per individual.
* Class III Orthodontia Plan 50/50 to a lifetime maximum of$1500 of $3000 per individual

B. OPTION I

* $200 to a flexible reimbursement account.

C. OPTION II

* $150 Cash Rebate.

20.5: Full time regular employees shall be eligible for the core life insurance of $25,000 or any of the other options as follows:

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 additional 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.

20.6: 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.

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

20.8: On an approved leave of absence without pay, the employee will be required to continue the employee premium coshare payment consistent with the terms of applicable laws.

20.9: 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 21
SERVICE RECOGNITION

21.1: Full time employees hired prior to February 7, 1994 shall be eligible for a lump sum payment in recognition of their years of continual service. Maximum payment shall not exceed the following:

Years of Service	% of Base Salary	Maximum Payment
15 - 19	6%	$1,800
20 - 24	8%	$2,400
25 +	10%	$3,000

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

21.3: Effective December 31, 1989, employees who receive state salary subsidy shall be entitled to service recognition on the subsidy as well as the County portion provided the combined payment does not exceed the maximum amount provided in 22.1.

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

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

ARTICLE 22
SICK DAYS AND DISABILITY INSURANCE

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

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

22.3: In the event of a serious illness to the spouse, parent or child, the employee shall be entitled to use up to a maximum of ten (10) sick days per incident as approved by the supervisor. The supervisor may extend this to an additional twenty (20) sick days.
22.4: The employee shall be allowed funeral leave days in the event of a death of family members and relatives as follows:

- Up to five (5) working days with pay for: Spouse, Child, Step Child, Mother or Father.
- Up to three (3) working days with pay with up to two (2) additional days with pay to be deducted from sick days for: Brother or Sister
- Up to three (3) working days with pay to be deducted from sick days for: Step-Parent, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Brother-In-Law, Sister-In-Law, Grand Parent, Grand Child, Step Sibling, Step Grand Child, Legal Guardianship/Dependent
- One (1) workday with pay to be deducted from sick days for: Spouse Stepparent, Spouse Son-In-Law or Daughter-In-Law, Spouse Grand Parent, Spouse Step Sibling, Spouse Brother-In-Law or Sister-In-Law, Aunt or Uncle, Niece or Nephew.

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

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

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

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

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

22.7: An employee who uses two (2) sick days in a thirty (30) calendar day period or four (4) days in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness shall be on a "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. An

employee shall be on proof required status for ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall be subject to discipline. The Court Administrator or designee may choose not to place the employee on proof required status if the employee has not exhibited a questionable attendance pattern during the preceding one (1) year.

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

22.9: 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 (29th) calendar day and shall provide two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Short term disability salary continuation shall be for a period of six (6) months. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's retirement plan, and/or social security.

22.10: The County shall provide the disabled employee salary continuation from the twenty-ninth (29th) 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 based on salary which shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

22.11: The disabled employee shall ~~not~~ 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.

22.12: Commencing the one hundred and eighty-first (181st) calendar day long term disability salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion subject to the administrative terms and conditions established by the insurance carrier. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions:

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

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

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

A. CORE PLAN

* 66 2/3% of base salary
* Up to 5 years from date of disability
* $4,000 monthly maximum

B. OPTION I

* 70% of base salary
* Benefit up to age 65
    * $6,000 monthly maximum

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

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

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

22.17: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 16 - Leave of Absence.

22.19: Upon termination of employment, an employee with accrued sick days shall be entitled to receive compensation to a maximum accrual of thirty (30) sick days based upon the following graduated schedule of months of service.

Months of Service	% of Accrual
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 to 60	50%
61 to 72	60%
73 to 84	70%
85 or more	80%

22.20: Employees subject another sick day policy other than that which is provided herein, shall upon entry into this unit be compensated for sick day accruals as follows:

A. The employee shall retain accrued sick days to a maximum of thirty (30) days.

B. The employee shall be paid off at a rate of fifty (50%) percent of the remaining value of the sick days.

22.21: Each employee shall give the Employer at least fourteen (14) calendar days written notice of voluntary termination, or the employee shall forfeit one (1) day of retrievable sick, vacation or compensatory days for each day short of the required fourteen (14) days notice of a voluntary quit.

ARTICLE 23
VACATIONS

23.1: Effective January 1, 1997, full time employees shall be entitled to vacation according to the following schedule:

Years of Service	Days
1 - 2	5
3 - 4	10
5 - 9	17
10 – 14	20
15 - 19	23
20 - 24	25
25 +	28

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

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

23.4: An employee shall be entitled to carry forward from the previous years accrual as many days that when added to the anniversary credit does not exceed forty (40) days. In other words, an employee shall not be entitled to maintain an accrual of more than forty (40) days at any time.

23.5: Vacation days must have prior approval of the Court to be used. Approval shall be contingent upon meeting the operational needs of the Court but approval shall not be unreasonably withheld. Seniority shall prevail when requests are simultaneous.
23.6: A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

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

ARTICLE 24
HOLIDAYS

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

24.2: When a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. When a holiday falls on a Sunday, it shall be celebrated the following Monday.

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

ARTICLE 25
JURY DUTY, SUBPOENA AND WITNESS PAY

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

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

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

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

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

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

ARTICLE 26
MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT

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

ARTICLE 27
WAGES

2.0%-Effective January 1, 2019											
			Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	
Juvenile Counselers	II-G		44,284	46,056	47,898	49,814	51,807	53,878	56,034	58,276	G

January 1, 2020 Wage Reopener

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

January 1, 2021 Wage Reopener

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

ARTICLE 28
TERM OF AGREEMENT

28.1: This Agreement shall be in effect and become operative January 1, 2019 and shall continue in operation and effect through December 31, 2021. The parties mutually agree to endeavor to begin negotiations not later than 90 days prior to the expiration of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day of , .

ST. CLAIR COUNTY JUVENILE COUNSELORS ASSOCIATION

Susan Brockmann
Business Agent

Stacy Bixler
President

Misty Carmichael
Vice President

THE COUNTY OF ST. CLAIR MICHIGAN

Hon. Daniel J. Kelly
Chief Judge

Jeff Bohm, Chairperson
Board of Commissioners

Jay DeBoyer
County Clerk