A G R E E M E N T

BETWEEN

THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS

AND

72ND JUDICIAL DISTRICT COURT

AND

DISTRICT COURT EMPLOYEES

CHAPTER 15 OF LOCAL #1518

AFSCME MICHIGAN
AFSCME, AFL-CIO

JANUARY 1, 2025

THROUGH

DECEMBER 31, 2026

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AGREEMENT

Section 1 This Agreement entered into on this January 1, 2025 between the 72nd Judicial District Court and the St. Clair County Board of Commissioners, the legislative body of said District Court (hereinafter referred to respectively as the "Court" or the "County") and the St. Clair County District Court Employees, Chapter 15 of Local 1518, affiliated with Michigan AFSCME, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

Section 2 Note: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

Section 1 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Court and County, the employees and the Union.

Section 2 The parties recognize their responsibility to maintain the integrity and operation of the Court, and shall therefore strive to peaceably resolve all differences without inconvenience to the public.

ARTICLE 1
RECOGNITION

Section 1 The Union is hereby recognized as the exclusive representative for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, working conditions, and other conditions of employment for all employees in the Unit described as follows: All employees of the 72nd Judicial District Court including Court Recorder, Court Clerk I, Court Clerk II, Court Clerk III, Senior Court Clerk Coordinator, Finance Clerk but excluding Judges, Court Administrator, Deputy Administrator, Judicial Secretary(s), student programs as hereinafter defined, and any other supervisory or confidential employees.

Section 2 Court Recorders represented by the Union shall be subject to all provisions of this Agreement equally with all employees, but shall be considered separate and distinct with regard to such matters as are specifically applicable and provided in this Contract, except as otherwise provided by applicable laws.

Section 3 Employees represented by the Union but receiving any part of their salaries and benefits made available through any state or Federally funded program, shall be subject to all provisions of this Agreement equally with all other employees, but shall be considered separate and distinct with regard to such matters as are specifically applicable and as provided in this Contract, except as otherwise provided by applicable law.

ARTICLE 2
MANAGEMENT RIGHTS

Section 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 72nd Judicial District Court, except only as expressly abridged in this Agreement. The management of the 72nd Judicial District Court, the control of its properties, and the maintenance of order and efficiency is solely the prerogative and responsibility of the Court and/or County. Other rights and responsibilities not expressly abridged by this Contract shall belong solely to the Court and County 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, 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 72nd Judicial District Court.

b. Further, it is recognized that the responsibility and prerogatives of the management of the 72nd Judicial District Court for the selection and direction of the work forces includes but is not limited to the right to decide the number of employees, the right to hire, suspend, discipline for just cause, transfer, train or retrain; the right to decide employee qualifications and job qualifications; to determine the times and amounts of overtime to be worked; recesses and to carry out Supreme Court Directives concerning holidays; the right to make necessary policy, rules and regulations governing employee's conduct and safety; and to relieve an employee from duty because of a lack of work or other legitimate reason; all of which are vested exclusively in the Court and County, 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 and the County'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 and County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

d. The Union recognizes the right and duty of the Court to operate and manage its affairs in accordance with the State of Michigan Constitution and the directives of the Michigan Supreme Court. If any article or section of this Agreement or any appendixes or supplement thereto should be held invalid by any Constitutional provision, operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of the collective bargaining agreement shall not be affected thereby.

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 the clerk of the Court pursuant to MCL 600.8281.

f. The District Court Administrator or designee is authorized to determine departmental work rules and regulations in addition to the policies described within. Such work rules and regulations must be written and posted in a conspicuous place for a minimum of 5 (five) business days. Departmental work rules and regulations are subject to the grievance procedure to determine whether they may be in conflict with this Agreement. All work rules and regulations, including safety, are enforceable by discipline.

The 72nd District Court and any other operation or division under its jurisdiction or control, hereby retains, and does not waive, any and all rights vested in the Court by statute, court rule, case law, jurisprudence, regulation or any other authority to exercise any right related to the employment of Union members. The parties acknowledge that this non-waiver of rights is clear and unmistakable. Any Court reporters or Certified Electronic Operators (CEO) are subject to appointment or removal by the Judge/Court. If a Court reporter or CEO is removed from their position they shall be entitled to exercise any rights they may have under this Collective Bargaining Agreement. All of said positions 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 3
CONTRACTUAL WORK

Section 1 The County and the Court are interested in maintaining maximum employment for all employees covered by this Agreement, consistent with the needs of the Court. Therefore, in making these determinations, the County and the Court intend always to keep the interest of the Court employees in mind.

Section 2 The right of contracting or subcontracting is vested with the County and the Court.

Section 3 In cases where contracting or subcontracting will affect Bargaining Unit employees, the County and the Court will meet with the Union at least thirty (30) calendar days prior to letting any contract. At such meeting, the Union will be advised of the nature and scope of the work to be performed and the reasons to justify the County's contracting of work. Additionally, the County or the Court shall provide the Union with a list of the employees and classifications affected.

Section 4 Therefore, it is the County's and the Court's intention that any Court employee who desires to further a career in the public service shall not be denied the opportunity. When and where possible, the County or the Court shall train or retrain an employee and provide continued employment.

ARTICLE 4
UNION SECURITY

Section 1 All current employees covered by this Agreement and all new employees hired after the effective date of this Agreement who sign a dues deduction authorization card shall pay the monthly dues uniformly required of members who authorize dues withholding. An employee may revoke their authorization for dues withholding by providing written notice served to both the County and the Union. The County will confirm that written notice is provided to the Union prior to terminating withholdings.

Section 2 Pursuant to the Michigan Public Employment Relation Act, it is not a condition of employment that any employee join the Union or pay dues or service fee.

Section 3 For those employees for whom properly executed payroll deduction authorization forms are delivered to the Human Resources office the Employer will deduct Union dues or representation fees each pay period as per such authorization and shall remit to AFSCME Michigan any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

Section 4 In the event that the legislation commonly known as "Right to Work" be overturned, the Union Security Language contained in the July 1, 2012 through December 31, 2014 Collective Bargaining Agreement, shall automatically replace the aforementioned language of Section 1-3 above.

If any part of the legislation be determined invalid, the parties shall meet and confer to address those specific issues.

ARTICLE 5
UNION DUES AND SERVICE FEE DEDUCTION

Section 1 Check Off:

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

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

Section 2 Remittance of Dues and Fees:

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

b. Deductions for any calendar month shall be remitted to Michigan AFSCME, AFL-CIO, with the alphabetical list of names, addresses and the amount deducted, no later than the fifth (5th) working day of the month, following the month in which they were deducted.

c. The Court or the County shall notify Michigan AFSCME of the names and addresses of employees who are newly hired, rehired, transferred, or reinstated into the Bargaining Unit and of the names and addresses of employees who are no longer subject to deductions because of employment status.

Section 3 The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result from any conduct taken by the County for the purposes of complying with the provisions of this Article and Article 4 - Union Security. It is further agreed that no employee shall have any claim against the County for any deductions made or not made, as the case may be, except that the County shall be responsible to provide the Union with dues or service fee deducted from the employee's pay. In no case shall the County be responsible to pay the employee an amount equal to dues or service fee which may or may not have been deducted and paid to the Union.

ARTICLE 6
UNION REPRESENTATION

Section 1 The Chapter Chairperson of the Union or alternate shall suffer no loss of pay or benefits for representing members of the Bargaining Unit on all matters of application of this Agreement, including the presentation of grievances, negotiations of changes, and terms and conditions of employment during regularly scheduled hours of work.

Section 2 Employees covered by this Agreement shall be represented by a Bargaining Committee selected by the Union. The County and the Court agree that up to two (2) members of the Union's Bargaining Committee, one of which will be the Chapter Chairperson, shall suffer no loss of pay or benefits when in actual attendance at a bargaining meeting during regularly scheduled hours of work. Meetings shall be mutually agreed in advance between the parties. The Court shall not be required to compensate the bargaining committee member for time spent in preparatory meetings for negotiations.

Section 3 The Union shall notify the County and the Court, in writing, of names and classifications of all Chapter Representatives of the Union. Members of the Unit who are not officially identified as Union Representatives shall not be recognized or permitted to represent the interests of other members of the Union to the County and the Courts. Changes in Union representation shall be made, in writing, to the Court Administrator and the Human Resources Director of the County in prompt fashion.

ARTICLE 7
GRIEVANCE PROCEDURE

A grievance is any dispute, controversy or difference between (a) the parties, (b) management and an employee or employees on any issues with respect to, on account of or

concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.

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.

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

STEP 1

Non-Economic Grievances

Employee(s), with or without Chairperson or Union designee, shall first discuss the matter of the grievance to the attention of the Court Administrator or designee within fifteen (15) working days of the alleged occurrence in order to attempt an informal settlement.The Court Administrator shall be entitled to include the Deputy Administrator and or a representative from the County at his or her discretion. Non-economic grievances shall be defined as any grievance which is filed that results from the exercise of a management decision such as, by way of example but not limitation: discipline, discharge, work assignments and job structure. The Union shall advise the Court Administrator that discussions represent a Step 1 hearing or the matter shall not be subject to further advancement through the Grievance Procedure.

Economic Grievance

Employee(s), with or without Chairperson, shall first bring a matter of grievance to the attention of the Human Resource Director or designee and District Court Administrator within fifteen (15) working days of the alleged occurrence in order to attempt an informal settlement. The Union shall advise the Human Resource Director or designee that discussions represent a Step 1 hearing or the matter shall not be subject to further advancement through the Grievance Procedure.

STEP 2

Non-Economic Grievances

a. If the non-economic problem cannot be resolved informally within 5 days after the informal meeting, the facts constituting the grievance shall be set forth in writing with specific reference to the provision(s) of this Agreement involved, dated and signed by the Grievant(s) and served upon the Court

Administrator or designee, who shall within five (5) working days thereafter unless otherwise mutually agreed, meet and discuss the problem with the Chairperson, at a time between 8:00 a.m. and 4:00 p.m. on a working day, unless otherwise mutually agreed by the parties.

b. The Court Administrator shall, within ten (10) working days of the meeting, issue a written response to the grievance. The decision of the Court Administrator shall be subject to appeal to the Chief Judge which shall be filed in writing with the Chief Judge within five (5) working days of the date of the Court Administrator's decision.

Economic Grievance

a. If the economic problem cannot be resolved informally, the facts constituting the grievance shall be set forth in writing with special reference to the provision(s) of this Agreement involved, dated and signed by the Grievant(s) and presented to the Human Resources Director with a copy provided to the Court Administrator. The Human Resources Director shall meet with the Grievant(s) and Union Representative within ten (10) working days to discuss the matter unless otherwise mutually agreed. A written opinion of the County's aforementioned two (2) representatives shall be provided within ten (10) working days to the Union and the Grievant(s).

STEP 3

Non-Economic Grievances

a. Grievance(s) shall be considered settled at Step 2 unless within five (5) working days after service of the Court Administrator's decision the Grievant(s) serve(s) upon the Court Administrator or designee, a written request for a hearing before the Chief Judge of the 72nd Judicial District Court or a Judge designated by the Chief Judge. A copy of the written grievance shall be attached to such request.

b. Within ten (10) working days of service of the request in (a) above, the Chief Judge or Judge designee shall 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 to this step may be present. At the meeting, the Chief Judge shall permit all parties to be heard and to present all arguments on the matter pending.

c. The Judge or Judge designee shall serve a written decision to the Grievant(s) within ten (10) days after the hearing which shall be final and binding on all parties and shall not be subject to further recourse or appeal.

Economic Grievance

a. Grievance(s) shall be considered settled at Step 2, unless within five (5) working days after service of the Human Resources Director and the Court Administrator, the Grievant(s) serve(s) upon the Human Resources Director a written request for a hearing. A copy of the written grievance shall be attached to such request.

b. Within ten (10) working days of service of the request in (a) above, unless otherwise mutually agreed, the Human Resources Director and the Court

Administrator 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 Court Administrator shall serve their written opinion to the Grievant(s) within ten (10) days after the hearing.

d. The decision of the aforementioned two (2) representatives shall be subject to appeal to the Chief Judge which shall be filed in writing with the Chief Judge within five (5) working days of the date of the decision.

e. The Chief Judge shall review the decision 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.

STEP 4: Economic Grievances only

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration provision, as the final step in the grievance procedure, represents a concession by the St. Clair County Board of Commissioners and the 72nd Judicial District Court, which is made on condition and subject to the effect of implementation of each and every one of the following safeguards:

a. The economic grievance shall be considered settled at Step 3 unless written notice of the Union's intention to pursue arbitration of the matter is delivered to the Human Resources Director within thirty (30) calendar days after completion of Step 3 or it will be considered untimely**.** However, either party may request an extension. Additionally, a copy of the Union's filing of a request for arbitration shall be provided to the Human Resources Director and Court Administrator within thirty (30) calendar days following the notice of intent to arbitrate or the matter will be untimely. The latter filing time limit may be extended by mutual agreement. The parties shall be limited to requesting arbitration from the American Arbitration Association or as may be otherwise mutually agreed to by the County, Court and Union.

b. That the Union, on behalf of its members, and the Board of Commissioners and the District Court, on behalf of the supervisory personnel, shall make available during the proceedings before the arbitrator, any witnesses alleged by the opposite party to have knowledge of material facts or evidence upon the issue being submitted to the arbitrator. In the event the Board of Commissioners or the District Court fail to produce such supervisory personnel without good and sufficient reason as determined by the arbitrator, or in the event such supervisory personnel are produced and refuse to answer any questions which the arbitrator directs them to answer, the arbitrator may enter an award against the Board of Commissioners and/or the District Court, which award shall be final and binding and not subject to review except as to issue of law. In the event an employee is not produced, without good and sufficient reason as determined by the arbitrator, or is produced and refuses to answer any questions which the arbitrator directs them to answer, the arbitrator may enter an award against the Grievant and the Union, which award shall be final and binding and not subject to review by the Grievant or the Union except as to issue of law; provided further, that the failure of such

employee to appear and/or answer as herein described shall constitute good and sufficient cause for the summary discharge of such employees.

c. The parties hereto recognize the fact that under existing laws, some employees may not choose to become members of the Union. In this connection, the Union agrees to furnish the Human Resources Director and Court Administrator with a list of its membership within ten (10) days following the execution of this Contract; and further agrees to furnish a current list of members upon request. Any member of the Union, by accepting membership and the benefits of this Agreement, waives all legal rights otherwise available from the penalties of this provision. Such waiver shall be in consideration of the St. Clair County Board of Commissioners providing a compulsory arbitration provision. As a condition of continued employment with the County, a Bargaining Unit member shall appear as a witness in all arbitration hearings, upon request, and answer under oath, all questions which the arbitrator directs them to answer. It is further agreed that failure to appear, under request, shall constitute good and sufficient cause for summary discharge.

d. The fee and expense of the arbitrator shall be paid by the losing party. If a split decision, the arbitrator shall determine 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.

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

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

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

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

ARTICLE 8
DISCHARGE AND SUSPENSION

Section 1 The Court or the County shall notify the Union in writing as soon as possible, but not later than the next business day of the discharge or suspension of a member and within two (2) working days of the discipline of a member. If the employer is late in providing notice, it will not impact the discipline, however it will extend the time limit the union has to file a grievance one day for each day the notice is late.

Section 2 Should the discharged, suspended or disciplined employee consider the

charge improper, procedures outlined in the Grievance Procedure provisions of the Agreement may be followed by the employee. A suspended or discharged employee shall be afforded the opportunity to meet with a Union officer or designee upon receiving the discipline.

Section 3 Upon imposing any discipline on a current charge, the Court will not take into account any prior infractions which occurred more than three (3) years previously unless such prior infractions involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Court or County. Notwithstanding the forgoing, the Court shall have the right to consider a major infraction or infractions that occurred more than three (3) years prior to incident.

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

ARTICLE 9
PROBATIONARY EMPLOYEES

Section 1 New employees hired in the Unit shall be considered as probationary employees for the first one hundred and twenty (120) calendar days of their employment. When an employee completes the probationary period, they shall be entered on the seniority list of the Unit and shall rank for seniority from their initial date of hire.

Section 2 The probationary period may be extended an additional sixty (60) calendar days, by mutual agreement, in writing, between the Court, the Union, and the employee involved, provided the Court gives reasons for said extension.

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

ARTICLE 10
SENIORITY

Section 1 Full time employees shall accrue seniority from their most recent date of hire with the County and/or Court, whichever is greater, provided employment is continuous. Seniority shall apply only as set forth in this Agreement.

Section 2 A part time employee hired on or before December 31, 2019 who becomes full time shall accrue seniority and is entitled to fringe benefits on the basis of the number of hours worked within the Bargaining Unit as it relates to normal full time hours.

A part time employee hired to a full time position on or after January 1, 2020 shall accrue seniority and be entitled to fringe benefits based on their most recent full time hire date.

Section 3 Temporary employees shall accrue no seniority. A temporary employee shall be defined as an employee who is employed seasonally or in an emergency or who is employed to replace an employee on an approved leave of absence. Temporary employees, other than when replacing an employee on an approved leave of absence, shall be temporary for a period not to exceed ninety (90) working days. Temporary employees shall not be entitled to fringe benefits.

Section 4 The seniority for full time and part time employees shall be maintained separately and distinctly.

Section 5 An employee whose working hours change to full time or part time shall be entitled to their previously accrued seniority and shall accrue seniority from that time consistent with their new status.

ARTICLE 11
LOSS OF SENIORITY

An employee shall lose seniority for the following reasons:

a. Resigns or otherwise quits.

b. Is discharged and the discharge is not reversed.

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

d. Retires.

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

f. Is absent from work without good and satisfactory reason given to the Court unless authorized or excused in writing by the Court. 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 beginning at Step 2 of the procedure as a non-economic grievance.

g. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater, but not greater than two (2) years.

ARTICLE 12
SENIORITY LIST

Section 1 The seniority list on the date of this Agreement will show the date employed (first day on which the employee reported to work), name, and job title of all employees of the Bargaining Unit entitled to seniority, and post such list in District Court.

Section 2 An up to date seniority list will be provided to the Chapter Chairperson semi-annually unless otherwise mutually agreed.

ARTICLE 13
LAYOFF

Section 1 Layoff shall mean a reduction in the number of employee(s) as determined necessary by the County and the Court in the work force. An employee shall be considered laid off who is not working in the classification to which they were last hired.

Section 2 The Union shall be notified promptly of a layoff. The Union may request a meeting with the Court and the County to discuss a layoff. Be it provided, however, such meeting shall not prohibit or constrain the 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.

Section 3 The determination of layoff, or the method thereof, insofar as it does not violate any provisions herein, shall not be subject to the Grievance Procedure.

Section 4 Employees to be laid off will have no less than fourteen (14) calendar days written notice of layoff. The Union will be provided a copy of the layoff notice given to each employee.

Section 5 When a layoff is determined to be necessary, temporary and probationary employees shall be laid off first, provided the remaining employees are qualified to perform the function required by the Employer. To be qualified, an employee must meet the minimal education, experience, and ability standards established for the position. Employee(s) shall be laid off in seniority order from the least to the most senior, provided that the most senior employee(s) qualified to perform the job shall be retained.

Section 6 All part time employee(s) shall be laid off before any full time employees regardless of seniority, except when the full time employee is employed temporarily or has not successfully completed probation.

Section 7 An employee who is scheduled for layoff but who has superior seniority and has the necessary qualifications to displace a less senior employee in a lesser paying classification shall be granted a one (1) month 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 function to the satisfaction of the supervisor, the employee shall be laid off and the most senior laid off employee qualified for the position shall be recalled.

Section 8 No employee shall be permitted to displace an employee in a higher paying classification salary range.

Section 9 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.

Section 10 During the period of layoff, an employee shall accrue no seniority nor be eligible for any fringe benefits.

Section 11 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.

ARTICLE 14
RECALL FROM LAYOFF

Section 1 Recall from layoff shall mean a return to work from layoff including a displacement to a lesser paid classification in the bargaining unit.

Section 2 When a recall is determined necessary by the Court and the County, the most senior laid off or displaced employee qualified to perform the function shall be recalled.

Section 3 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 alternate date, shall result in termination of employment. The Employer may contact the employee in order to arrange for a mutually satisfactory date to return to work which provides less than two (2) weeks notice.

Section 4 The employee on layoff shall accrue no seniority. Upon recall, the employee's seniority shall be calculated accordingly and all provisions shall apply as determined by the adjusted seniority date.

Section 5 A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years.

Section 6 A laid off or displaced employee who fails to accept an offer of work to which the employee is qualified shall forfeit further recall rights. The laid off employee shall be considered to have quit.

Section 7 The application of this article should result in an employee only being recalled to an equal or lesser paying classification; it should not result in an employee gaining a promotion.

ARTICLE 15
STUDENT EMPLOYMENT

Section 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.

Section 2 Students as defined herein, shall not be eligible for Union membership.

Section 3 Students shall not displace or cause the layoff of any regular Bargaining Unit employees.

ARTICLE 16
TRANSFERS

Section 1 If an employee transfers to a position with the County or the Court not included in the Bargaining Unit and thereafter within six (6) months transfers back to a position within the Bargaining Unit, the employee shall retain all rights accrued for the purpose of any benefits as may be provided for in this Agreement.

Section 2 When operations or organizational components are transferred from one location to another for a period of more than seven (7) calendar days, the employees affected will be given the opportunity to transfer within their classification, so long as continuous and effective delivery of service shall not be affected. In the event affected employees refuse to transfer with the operation or organizational component, and there are no other current vacancies to which they may transfer, they shall be deemed to have resigned.

ARTICLE 17
TEMPORARY ASSIGNMENTS

Section 1 An employee may be temporarily assigned to perform the tasks or duties of another employee within or without the former's classification when the Court believes the circumstances warrant such.

Section 2 Temporary assignments shall be authorized in writing to the employee by the Court Administrator or designee.

Section 3 A temporarily assigned employee shall not be paid the rate consistent with the position for working four (4) or fewer workdays. Upon working the fifth (5th) day, the employee shall be entitled to pay back to the first day of the temporary assignment. A temporarily assigned employee having met the conditions herein shall not be made to suffer a reduced rate of pay for a temporary assignment. Employee will be placed on the corresponding wage scale at the closest rate of pay.

ARTICLE 18
RATES FOR NEW JOBS or Reclassification

Section 1 The County and the Court before establishing a new classification shall give written notice to the Union of a newly proposed classification and rate structure prior to the time the classification becomes effective.

Section 2 The Union shall, within seven (7) calendar days of such notification, give written notice to the County and the Court of its request to be heard concerning said proposed rate structure.

Section 3 The County or the Court shall, within fourteen (14) calendar days of receipt of the notice in Section 2, set a time for hearing the Union's view.

Section 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.

Section 5 A reclassification review is the review of the wages for a position when the duties and/or responsibilities have changed, significantly, such that a review of the wages for the position is justified. The County may decide to or the Union can request a reclassification review. The decision to reclassify shall be at the sole discretion of the County.

If a decision is made to reclassify a position, the County will notify the Union. If the County decides to reclassify a position and if the position is occupied by an existing employee the wages for the existing employee shall be increased as determined by the County and position will not be posted. If a reclassified position is vacant the position will be posted pursuant to Article 19.

ARTICLE 19
JOB POSTING

Section 1 When a bargaining unit vacancy occurs, a notice shall be posted at the various locations of the Court in a conspicuous place. The Chapter Chairperson shall be provided a copy of the posting. The posting shall include:

a. A brief description of the job;

b. The pay range;

c. The location and working hours;

d. The qualifications; and

e. Application procedure.

Section 2 The job notice shall be posted for five (5) consecutive working days (excluding Saturday, Sunday, and holidays).

Section 3 After exhausting the internal posting provisions above, the Court shall be entitled to promote probationary employees or recruit and select non-Bargaining Unit members for all positions/classifications within the Court. In the event a probationary employee is selected for a promotion, the probationary period for that employee will be one-hundred twenty (120) days from the date the promotion occurs. The Court shall endeavor to promote from within the Bargaining Unit whenever the best interests of the Court are served.

Section 4 When a test is provided, all candidates shall be given the same test.

Section 5 In awarding a position, the Court will consider the applicant's qualifications, documented or demonstrated acceptable work habits, test score and seniority. Qualifications shall mean education, experience, and skills and ability necessary to perform the job, as set forth in the job description. Where an applicant's qualifications and test score are equal, seniority shall be the determining factor.

Section 6 The County or the Court shall provide the Chapter Chairperson with the name(s) of the applicant(s) awarded a job.

Section 7 Applicants awarded a job within the Department shall have a sixty (60) working day trial period.

Section 8 During the trial period, employees who disqualify themselves or are disqualified by the Court, shall be returned to their former job.

Section 9 When an employee is promoted to a higher paying classification, they shall be compensated at the nearest higher salary step to their current compensation in the new classification.

ARTICLE 20
VETERANS

Section 1 The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

Section 2 Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority, in order to attend school full time under applicable Federal laws in effect on the date of the Agreement.

Section 3 Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay when they are on full time active duty in the Reserve or National Guard; provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limitation.

ARTICLE 21
LEAVES OF ABSENCE

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

a. Illness leave (physical or mental); and

b. Prolonged illness of spouse, parent or child.

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

Section 2 An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993, as amended. 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.

An employee shall be required to use accrued time, including sick, vacation and compensatory time during said leave. If a leave balance is available, then the employee is ineligible for Absent Without Pay (AWOP) unless approved by the Court Administrator.
Any employee who has less than one year of full time employment with the County is ineligible for short term disability and FMLA. Once once year of full time employment is reached, the employee may be eligible for short term disability and FMLA, which will run concurrent.

Section 3 Upon 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 operating needs of the Department.

Section 4 An employee who has a leave of absence, for one (1) year and is unable to return to work, shall be considered to have resigned.

Section 5 All leaves based upon illness shall be supported by a statement from the attending physician, when requested by the Court. In all cases of illness extending beyond seven (7) calendar days, the employee shall provide, upon request by the Court and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. The Court may waive the right, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted.

Section 6 Exclusive of the provisions of the FMLA and Section 21.3, in no case shall an employee with less than one year of seniority be granted a leave of absence greater than their accrued seniority.

Section 7 An employee shall not be entitled to return to work from a leave of absence due to illness or injury without medical verification by the attending physician of medical recovery. When an employee's return to work is subject to medical restrictions, the Court will attempt to make reasonable accommodation of physical restrictions and/or limitation. In the event the employee's physical restrictions and/or limitation cannot be accommodated by the Court, the employee shall not be entitled to return to work. The Court shall have the exclusive authority to determine what is reasonable.

Section 8 Request for an extension of leave of absence under Section 3, a. or b. shall be submitted in writing to the Court Administrator no less than five (5) working days prior to the expiration date of the leave. A request for an extension of a leave of absence under Section 1, a. or b. shall be submitted to the Court Administrator as soon as practical upon the employee becoming aware that an extension will be necessary.

Section 9 While on a leave of absence without pay, the employee accrues no vacation time, sick days, compensatory time, retirement credit, or gain from any other fringe benefit.

Section 10 Failure to report to work on the first scheduled workday after the expiration of a leave of absence shall result in an immediate discharge.

Section 11 Leaves of absence with pay for any short term educational training which would benefit the Court may be authorized by the Court Administrator.

Section 12 Union employees elected to attend the International Convention, Council Convention, or educational conferences shall be granted a leave of absence to attend such conference or convention. Under no circumstances shall the total amount of leave time for all employees for Union activities exceed an accumulated total of fourteen (14) days per year. A maximum of two (2) Union members may attend any such convention or conference at any one time, unless otherwise mutually agreed. Such leaves shall be without pay.

Section 13 The Court shall provide the employees the opportunity to return to the position held at the time the leave of absence was granted.

ARTICLE 22
WORKING HOURS

Section 1 A full work day shall consist of seven and one half (7 1/2) hours.

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

Section 3 A part time employee shall be scheduled to work twenty-eight (28) or fewer hours a week.

Section 4 Any proposed change in the number of work hours in a day or week will be reviewed jointly by the parties.

Section 5 Each employee working more than six (6) consecutive hours shall be entitled to two (2) fifteen (15) minute breaks, one in the first half of their shift and one in the second half of their shift.

Section 6 Employees who work a minimum three and one-half (3.5) hour morning shift shall be entitled to one (1) fifteen (15) minute break . Employees who work a minimum three and one-half (3.5) hour afternoon shift shall be entitled to one (1) fifteen (15) minute break.

Section 7 Each employee working a minimum six (6) or more hours shall be entitled to a one (1) hour lunch period scheduled between 11:30am and 1:30pm or as otherwise approved by the Court.

ARTICLE 23
OVERTIME

Section 1 An employee shall receive prior approval from supervision to work overtime. Full time employees shall be compensated time and one-half (1 1/2) the base hourly rate of pay for:

a. All work performed by full time employees in excess of their normally scheduled hours in a day or shift. Normally scheduled hours shall mean seven and

one-half (7 1/2) hours.

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

c. The provisions of (1) and (b) shall be applied individually to each situation and not collectively. Full time employees shall not have overtime compounded by applying provisions (a) and (b) in the same instance.

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

e. A part time employee shall be entitled to overtime pay when working more than seven-and-one-half (7½) consecutive hours in one work day.

Section 2 Employees shall be compensated at twice the base hourly rate of pay for:

a. All work performed on the seventh (7th) consecutive workday or shift.

b. All work performed on a holiday.

Section 3 Employees called in early or back to work shall be entitled to time and one-half (1 1/2) their base hourly rate of pay provided their hours of work are consistent with the definition provided in Section 1 (a) and (b) of this Article. An employee called back to work for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1 1/2).

Section 4 The employee has the option whether or not to accept the overtime if compensatory time is being offered in lieu of overtime pay. All compensatory time must be pre-approved by the Court Administrator or designee. Compensatory time shall be scheduled at the mutual convenience of the employee and the Employer and used in fifteen (15) minute increments only.

Section 5 Compensatory time shall be administered in the following manner:

a. 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.

b. 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.

c. 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.

d. 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.

e. Part time employees are ineligible for compensatory time.

ARTICLE 24
EQUALIZATION OF OVERTIME HOURS

Section 1 The Court shall determine the need for overtime. Overtime shall be distributed according to the ability of the employee to perform the function required and as equally among qualified employees as circumstances allowed.

ARTICLE 25
SICK DAYS AND DISABILITY INSURANCE

Full Time Sick Leave:

Section 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 abuse, such as a pattern of unexcused absences but excluding preapproved absences.

Section 2 An employee shall be eligible to use sick days after completion of the probationary period.

Section 3 Full time employees shall be entitled to accrue sick days to a maximum of forty (40) days. Sick days do not accrue on unpaid leave. Sick days accrue on a paid leave.

Section 4 In the event of a serious illness to the spouse, parent, child or step-child, the employee shall be entitled to use up to a maximum of ten (10) sick days per incident as approved by the Court Administrator or the Court's designee. The Court Administrator or the Court's designee may extend this to an additional twenty (20) sick days.

Section 5 The Court Administrator or the Court's designee may require proof of serious illness or death prior to approval of any sick day use. Employees who attempt to use or use sick days for reasons other than provided herein shall be subject to discipline.

Section 6 An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

Section 7 The Employer will counsel employees who exhibit questionable sick time usage and advise the employee that any future questionable sick time use will require the employee to provide proof that the sick day is being used for a purpose provided by this Agreement. Questionable sick time usage shall mean a pattern of sick time absences or frequent sick time absences of two (2) occurrences in a thirty (30) calendar day period or four (4) occurrences in a ninety (90) calendar day period. An occurrence shall be a workday or part of a workday.

An employee who exhibits questionable sick time use shall be subject to a "proof required status". Proof required status shall mean the employee must provide medical verification from the employee's treating physician verifying the need for the time off in order to be eligible for sick day pay. An employee shall be on "proof required status" for a period of six (6) months. An employee who fails to provide medical verification shall be

denied the sick day pay requested and shall be subject to discipline. This shall not apply to approved non-sick days, such as bereavement leave, worker's compensation and sick time off that is approved by the Court Administrator.

Section 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 Court Administrator or the Court's designee shall have the right to require the employee to provide a physician's statement verifying an illness immediately before, or immediately after a vacation. The employee who fails to provide appropriate medical verification shall go unpaid.

Section 9 An employee shall be eligible for short term disability salary continuation when an illness or injury extends beyond twenty-eight (28) consecutive calendar days. Compensation shall commence on the twenty-ninth (29^{th}) calendar day and shall provide two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Short term disability salary continuation shall be for a period of up to six (6) months. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.

Section 10 The County shall provide the disabled employee short term disability salary continuation from the twenty-ninth (29^{th}) 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 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.

Section 11 The disabled employee shall be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability that reasonably accommodates any restrictions as indicated by the treating physician.

Section 12 Commencing the one hundred and eighty-first (181st) calendar day long term disability salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. Long term disability salary continuation through an insurance plan for the duration of the illness or injury is subject to the administrative terms and conditions as established by the insurance carrier. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions:

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

b. After the six (6) months period stipulated in the preceding Section a, the employee is responsible for one hundred percent (100%) of the premium cost.

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

Section 13 The employee shall be entitled to select either of the following options to the core salary continuation (disability) plan:

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

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

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

Section 14 The employee shall be eligible to supplement short term disability compensation with vacation or sick days on a ratio of one (1) vacation day or one (1) sick day to three (3) days of absence in order to remain at full normal gross salary. The employee must supplement on a continuous basis commencing the twenty-ninth(29th) calendar day and shall not be entitled to supplement on an intermittent basis.

Section 15 When an employee's illness or physical condition raises the question of fitness to perform normal duties, or if the employee exhibits questionable attendance, the Court may require the employee to submit to a physical examination and the Court shall pay the expenses incurred.

Section 16 An employee on an approved disability leave using sick days, salary continuation or disability insurance, shall be subject to all the provisions of Article 21 - Leave of Absence.

Section 17 The employee must promptly notify the Court Administrator or the Court's designee of an absence or be subject to discipline.

Section 18 Upon termination of employment for any reason other than gross misconduct, an employee with accrued sick days shall be entitled to receive compensation to a maximum accrual of thirty (30) sick days based upon the following graduated schedule of months of service:

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

Section 19 Employees subject to 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 percent (50%) of the remaining value of the sick days.

SECTION 20

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

SECTION 21: Part Time Paid Sick Leave

1. Part-time employees, temporary, casual, and seasonal employees will be provided sick time at the beginning of the year at the rate of one hour for every thirty hours the employee is expected to work. Such employees will be notified in writing of the expected hours worked at the beginning of the year. If such an employee works more than what is expected at the beginning of the year, the employee will be provided additional sick time at the same rate.
   This policy does not apply to unpaid interns or youth working under the Youth Employment Standards Act.
2. Hours worked includes regular paid time, overtime and on-call time. Hours worked does not include holiday pay, sick, vacation, compensatory or any leave time. The rate of pay for sick time will be the employee's normal base wage.
3. Sick time shall not carry over from year to year.
4. 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 unless the employee separates from employment and is rehired within two months of the separation.
5. Newly hired employees shall not use accrued sick time until successfully completing a 90 calendar day probationary period.
6. Upon the satisfactory completion of the probationary period, the employee shall be eligible to use sick time for any of the following:
   a. The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
   b. The employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee. Family member is defined as employee's spouse or domestic partner; biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis; biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or an individual who stood in loco parentis when the employee was a minor child; biological, foster, or adopted sibling;

grandparent; grandchild; or anyone else related by blood or affinity whose close association with the employee would be the equivalent of a relative.

c. If the employee or the employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
d. For closure of the employee's primary workplace by order of a public official due to a public health emergency; for an 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 employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
e. For meetings at an employee's child's school or place of care related to the child's health or disability or the effects of domestic violence or sexual assault on the child.

7. When an employee's illness or physical condition raises the question of fitness to perform normal duties, the department head and/or supervisor shall require the employee to submit to a fit for duty examination at the expense of the County.
8. Sick time must be used in fifteen (15) minute increments.
9. Any sick time use other than provided by this policy shall be considered a misuse and an abuse and will subject the employee to discipline up to and including employment termination.
10. Upon the use of more than three consecutive sick days in a row, the County requires supporting documentation confirming the need for sick time.
11. If the need for sick time is foreseeable, the employee must promptly notify his or her department head and/or supervisor of their absence seven (7) days prior to the date sick time is to begin. If the need for sick time is not foreseeable, the employee must notify his or her department head and/or supervisor as soon as the employee is aware of the need for leave prior to or at the beginning of the employee's regularly scheduled work day.
12. Sick time, when authorized, shall be taken in place of normally scheduled workdays, excluding holidays.
13. Employees may use accrued sick time when on an approved FMLA leave.

ARTICLE 26
FUNERAL LEAVE

Section 1 Members of the Bargaining Unit shall be allowed Funeral Leave/Memorial Leave days in the event of a death of family members and relatives as follows:

Up to five (5) working days with pay for: Legally recognized 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 Leave/Memorial Leave is two hundred fifty (250) or more miles from the employee's residence.

ARTICLE 27
JURY DUTY AND SUBPOENA AND WITNESS FEES

Section 1 An employee who is called to perform jury duty or who is subpoenaed or called upon to be a witness shall inform the Court immediately. Before and after the jury duty, the employee shall return to work, when possible, to complete the remaining scheduled work day.

Section 2 Employees on jury duty shall be paid regular pay for performing duty during regularly scheduled work hours. Pay for jury duty shall be returned to the Court in lieu of regular salary.

Section 3 Time spent on jury duty shall not be deducted from sick days or vacation days nor adversely affect any fringe benefits.

Section 4 Employees who are subpoenaed to produce Court records or to act as a witness on behalf of the Court shall continue to receive their normal pay when employment related. Any compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses, shall be surrendered to the County Treasurer.

ARTICLE 28
INJURY LEAVE

(Worker's Compensation)

Section 1 The County shall provide employees the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury. Worker's Compensation is governed by State laws and Board policy and procedure, therefore, is subject to change. The employee must supplement on a continuous basis commencing from the initial date of receipt of worker's compensation and shall not be entitled to supplement intermittently.

Section 2 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.

Section 3 The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

Section 4 When an employee is eligible for Worker's Compensation, the employee shall receive a Worker's Compensation check directly from the provider. The County shall continue to provide the employee with a regular pay check minus the monies received from Worker's Compensation and all other normal authorized payroll deduction.

Section 5 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.

Section 6 In computing the amount of sick days to supplement Worker's Compensation, the County shall subtract from the employee's normal pay (as defined in Section 2) the total Worker's Compensation pay and divide it by the employee's daily gross (before taxes) pay. The sick day amount shall be rounded off to the nearest whole or half day.

ARTICLE 29
HOLIDAYS

Section 1 Holidays shall be those as prescribed by the State Supreme Court Administrator's Office. All employees shall be entitled to the following paid holidays based on the Court's regular workday. Part-time employees hired on or before December 31, 2022 are eligible for paid holidays. Part-time employees hired on or after January 1, 2023 are eligible for paid holidays after two years of continual employment when his or her regularly scheduled work day occurs on the same date the holiday is celebrated by the County. Part time employees' schedules will not be manipulated in order to avoid paying holiday pay.

New Year's Day (January 1)
Martin Luther King's Birthday (third Monday of January)
President's Day (third Monday of February)
Memorial Day (last Monday in May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day (first Monday in September)
Veteran's Day (November 11)

Thanksgiving Day (fourth Thursday in November)
Friday following Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

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

Section 2 In the event a holiday falls on a Sunday, the following Monday shall be considered as the holiday. In the event a holiday falls on a Saturday, the preceding Friday shall be considered as the holiday.

Section 3 Paid holidays shall be counted as days worked for the purpose of computing benefits provided by this Agreement.

Section 4 The Court shall make every effort to provide reasonable accommodation for employees to attend services associated with the practice of their religious beliefs. Be it provided that the employee shall give sufficient notice to provide the supervisor opportunity to make necessary operational arrangements. Such operational arrangements shall not adversely affect the operation of the department. The County will not compensate the employee for time away from the job except that the employee may utilize vacation or compensatory time.

Section 5 To be eligible for holiday pay, an employee shall work the last scheduled work day before the holiday and the first scheduled day after the holiday, unless the day before or after is authorized in advance as an excused day off.

Exceptions to this provision are subject to the approval of the Court Administrator or designee. Such approval shall not be unreasonably withheld.

ARTICLE 30
VACATIONS

Section 1 Each full time employee shall accrue vacation days according to the following schedule:

Years of Service	Vacation Days
6 months	5
1-2	5
3-4	10
5-9	17
10-14	20
15-19	23
20-24	28
25+	30

Each part time employee (hired before 1/1/16) shall accrue vacation hours according to the following schedule:

	Part Time Employees
Years of Service	Hours
2 - 4	20
5 and above	24

Section 2 The full allocation of days according to the above schedule shall be credited to the employees upon each anniversary of full time employment with the Court. The full allocation of hours according to the above schedule shall be credited to the employees upon each anniversary of part time employment with the Court.

Section 3 Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

Section 4 Full time employees 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 at any time.

Section 5 Upon termination, retirement, or death, the employee or beneficiary, or the employee's estate shall be paid the total accrued unused vacation days, up to, but not greater than forty (40) days, and a prorated pay-off of vacation time from the date of separation, retroactive to the employee's last anniversary of employment upon the next regular payday after termination, retirement, or death, if possible, but no later than on the following payday.

Section 6 Paid holidays occurring during a paid vacation shall not be charged as vacation, but as holiday.

Section 7 Vacation days must have the prior approval of the Court Administrator to be used. Approval shall be contingent upon meeting the operational needs of the department but approval shall not be unreasonably withheld. All vacation requests shall be made in writing at least twenty-four (24) hours in advance of the time requested and authorization or denial shall be in writing. Years of service shall be considered if there is a conflict in choice of vacation days, provided the more senior employee has provided no less than ninety (90) calendar days notice to the Court.

Section 8 Vacation credit shall not be earned during a leave of absence without pay.

Section 9 Use of vacation time with less than twenty-four (24) hour notice may be granted in cases of emergency at the discretion of the Court Administrator or designee.

Section 10 If an employee becomes ill and is under the care of a duly licensed physician during their vacation, the employee shall be entitled to use accrued time in compensation for the illness provided the employee provides a medical statement that indicates the nature of the illness, to the extent the employees privacy rights under Health Insurance Portability and Accountability Act (HIPAA) are protected. The employee shall not be entitled to use sick time or compensatory time when the illness is to a member of the family or when his or her personal illness is not supported by a medical statement.

Section 11 An employee who uses sick hours before, during 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 go unpaid.

ARTICLE 31
HEALTH CARE AND DENTAL INSURANCE

Section 1 Effective upon the earliest date following ratification by the parties each full time employee shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 750

Annual Deductible:

$750 – Employee
$1,500 – Family

Annual Co-Insurance:

80% - Plan Approved Charges
20% - Employee

Annual Co-InsuranceMaximum Including Deductible::

$3,250 – Employee
$6,500 - Family

$30 Office Visit Co-Pay

$30 Chiropractic Co-Pay

Prescription Drug Rider

$10.00 - Generic Prescription Drugs
$40.00 - Brand Name Prescription Drugs
$80.00 – Non-Preferred Prescription Drugs

MOPD - Mail Order Prescription Drugs

Unlimited Annual In Network Preventative Services

Vision– Vision Rider
HCA – Hearing Care

The Employer shall pay the total cost of premiums of full time regular employees with the following exceptions:

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

In the event the St. Clair County Board of Commissioners modify or change the collective bargaining guidelines for the health care coverage as stipulated in Article 31, the Union and the County shall enter into collective bargaining with the purpose of establishing the health care coverage plan and employee premium coshare amounts for eligible members of the bargaining unit.

Part time regular employees, should they choose to participate, shall pay the total cost of health insurance premiums by way of a payroll deduction. The payroll deduction shall be made from the paycheck immediately prior to receipt of the health insurance statement.

SECTION 2 Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:

$ 650 - One Person subscriber
$1,100 - Two Person subscriber
$1,350 - Family Plan subscriber

Section 3 All employee premium costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The premium cost(s) shall be paid in equal installments for twenty-six (26) consecutive pay periods annually.

Section 4 The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing:

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

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

C. OPTION II
* $150 cash rebate.

Section 5 The County shall have authority to select the health care provider provided such coverage is substantially equivalent.

Section 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.

Section 7 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. The County will notify new employees of all insurance benefits upon hire and further advise employees of open enrollment periods and procedures to apply for and modify insurance benefits.

Section 8 On an approved leave of absence without pay, the employee must continue to pay the Employee Premium Co-share payments or repay those contributions retroactively upon return to work or forfeit plan eligibility and coverage.

Section 9 Employees of the County, that have a spouse working for or retired from the County or County agency, shall not be eligible for dual County health insurance, dental or other insurance coverages as both a sponsor and a dependent for any insurance coverage under this Agreement. The County shall in no instance be required to provide dual coverage. Should an employee have a qualifying event and lose coverage, they would become eligible to re-enroll in the active or retiree health insurance plan.

Section 10 Employees of the County, that have a spouse working for or retired from the County or County agency, shall not be eligible to participate in the Opt Out plan option as both a dependent for any insurance coverage under this Agreement and as an Opt Out participant.

ARTICLE 32
LIFE INSURANCE

Section 1 A full time employee shall be eligible for core life insurance in the amount of $35,000 and shall include the A.D.&D. Rider.

Section 2

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.

Section 3 On an approved leave of absence without pay, the employee may continue premium payment within the provisions of the insurance policy or forfeit insurance coverage.

Section 4 In order to be eligible for benefits, the employee must enroll by the method and manner determined by the County.

ARTICLE 33
ACT OF GOD CLOSURE OR PARTIAL CLOSURE

Section 1 In the event of severe weather or other conditions that could affect safety, health or access to facilities the Chief Judge, in coordination with the Chairperson of the Board of Commissioners or County Administrator/Controller will have the final authority to make the decision to close offices and authorize the pay of those employees who are sent home from or advised not to report to work. Employees who are sent home early or told not to report to work will receive pay as though the hours were worked. Employees designated as essential by the Court Administrator or designee and required to report to work shall receive straight pay for the work performed. Employees on a scheduled day off with or without pay are not entitled to any additional pay or compensation other than that agreed upon when the request for the day off was approved.

Section 2 In the event that employees are sent home from work or are advised not to report to work for reason other than discipline, the employee shall receive their full day's pay. Full time employees will be paid their full day's pay. Part time employees will be paid only if normally scheduled to work that day and only for those hours which the employee would normally work.

Section 3 In as much as the County provides services around the clock, special notice will be provided to department heads and/or supervisors with employees scheduled to work at times other than traditional office hours. It is the responsibility of the department head and/or supervisor to notify their affected employees.

Localized Occurrences

Section 4 Based on the nature of the event, a decision may be made by the Chief Judge and the County Administrator/Controller or their authorized designee to close specific buildings or parts of buildings or, delay the opening of a building. In the event of a partial closure, or if the department operates at more than one location, the following conditions shall apply.

- If the disaster, emergency or condition is at a location other than the County Administrative Services Building, the department head and/or supervisor must contact the Chief Judge, the County Administrator/Controller or designee who will determine the necessary course of action.
- Employees who are sent home early or told not to report to work will receive pay as though the hours were worked.
- Employees on a scheduled day off are not entitled to any additional compensation.
- It is the responsibility of the department head and/or supervisor to provide all employees with scheduling instructions at the affected location. In the event the department operates at more than one location the following shall apply:
    - Only the employees at the location affected are subject to the policy on leaving work early or not reporting to work.
    - The department head and/or supervisor shall have authority to schedule the employees at an affected location to work at an unaffected location.
    - It is the obligation of the department head and/or supervisor to notify employees at affected locations about where and/or when to report or not to report to work.

The Chief Judge, Court Administrator, County Administrator/Controller or designee shall communicate with Department Heads and/or Supervisors through email, press release or other appropriate methods. Department Heads and/or Supervisors will then notify employees to leave work early and/or not to report to work.

Employees may be required to telecommute or report to work at a location where other employees have been sent home early or told not to report to work. This location may or may not be the location where the employee is normally scheduled to work. In this event the employee is entitled for overtime pay only for those hours outside his or her scheduled hours of work. In other words, the employee is entitled to his or her regular pay when working regularly scheduled hours.

All employees who telecommute are subject to and must sign the St. Clair County Telecommute Policy and Agreement.

ARTICLE 34
MILEAGE ALLOWANCE

Section 1 Employees who use their personal vehicles on business required by the Employer shall be reimbursed at the maximum rate allowable in accordance with the IRS regulations for expense reimbursements and the County's Expense Reimbursement Policy.

ARTICLE 35
RETIREMENT

Section 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.

Section 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.

Section 3 The St. Clair County Retirement System provides full time regular employees (hired to a full time position before August 19, 2009) 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 upon full time regular employment. Terms and conditions of the Defined Benefit Plan are addressed in the Retirement Plan booklet. Employee and Employer contributions are as follows.

A. The employee shall contribute six percent (6%) of his or her eligible bi-weekly wage as defined in section 13 of this article.

B. The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The County shall contribute the remaining contribution determined necessary.

Section 4 The St. Clair County Retirement System provides full time regular employees (hired to a full time position before August 19, 2009) the opportunity to prefund retiree health care coverage by contributing to a Health Care Trust Account. Employee participation in the Health Care Trust Account is optional. The option is exercised upon date of eligibility to participate in the retirement plan and once exercised is irrevocable. A description of the retiree health care coverage is provided in the Retirement Plan booklet. Eligibility for retiree health care coverage is as follows.

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

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

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

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

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

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

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

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

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

Section 5 Contributions to the Health Care Trust Account shall be calculated on the first $50,000 of an employee's eligible bi-weekly wages. The employee shall contribute 2.5% annually to the Health Care Trust Account.

Section 6 Effective January 1, 2008 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. The employee shall be entitled to the contribution provided by the County to either the 457 Plan. Terms and conditions of the 457 Deferred Compensation Plan follow.

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

Employee Contribution	County Contribution
2.0%	1.0%
3.0%	1.5%
4.0%	2.0%
5.0%	2.5%

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

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

D. An employee must elect or not elect to contribute to the 457 Deferred Compensation Plan upon full time regular employment with the County. The election once executed is irrevocable.

E. An employee that contributes to the Retiree Health Care Trust Fund Account and the 457 Deferred Compensation Plan at the same time shall not be entitled to any contribution from the County. 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 and shall be entitled to the contribution from the County. 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.

F. An employee that contributes to the 457 Deferred Compensation Plan shall only be entitled to the contribution from the County for that plan.

Section 7 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.

Section 8 An employee shall only be entitled to withdraw his or her contributions to the Health Care Trust Account upon termination of employment 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 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 health care coverage from the plan at no premium cost to the retiree.

E. The employee that leaves his or her contributions in the 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 Section 4 of this article.

Section 9 If an employee was a full time contributing member of the Defined Benefit Plan prior to July 1, 2012, subsequently becomes a part time ineligible member and thereafter returns to full time employment without a break in employment, such an employee will remain eligible for participation in the Defined Benefit Plan upon meeting the following conditions:

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

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

If an employee was a full time contributing member of the Retirement Health Care Trust Account prior to July 1, 2012, subsequently becomes a part time ineligible member and thereafter returns to full time employment without a break in employment, such an employee will remain eligible for participation in the Retirement Health Care Trust Account upon meeting the following conditions:

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

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

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

Section 10 A retiring employee subject to the original retirement plan shall be entitled to a multiplier of two percent (2%) for each year of employment. The multiplier shall not exceed 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.

Section 11 A retiring employee subject to the modified retirement plan shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

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

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy (70%) percent for employees hired to a full time position on or after July 1, 2006. The multiplier maximum for

employees hired to a full time position prior to July 1, 2006 shall not exceed seventy-five percent (75%). The final average compensation shall be calculated on the best three [3] years of the last ten [10] years of eligible compensation.

Section 12 The Union and the County agree that if the provisions of the Employee Compensation Best Practices Requirements are implemented by the State, the County and the bargaining unit will meet and confer in an attempt to establish the specifics of a hybrid pension plan to meet the provisions as identified in order to continue to receive EVIP payments (formerly known as Statutory Revenue Sharing).

Section 13 An employee shall be eligible for early retirement as follows:

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

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

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

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

Section 14 Retirement shall be computed on the base salary only and where applicable, service recognition and shall not include compensation from;

A. Overtime or compensatory time payoff.

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

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

Section 15 A bargaining unit member who elected not to participate in the County's retiree health care program and has, therefore, not paid into the Retiree Health Care Trust Account, will be given the opportunity to participate in the County's retiree health care program in the event a need for such health care arises due to unforeseen circumstances such as, by way of example, divorce from a spouse through whom retiree health care would have been provided. In the event of such an unforeseen situation as described herein, the bargaining unit member shall notify the County in writing of the circumstances and shall request participation in the County retiree health care system.

If a qualifying event has occurred, in order to participate in the retiree health care program the member shall be required to pay the County an amount equal to all contributions the member would have made to the Retiree Health Care Trust Account had the member not opted out plus 2% interest on such contributions compounded annually commencing at the end of the first year the member would have started contributing. The member shall also be required to reimburse the County the 457 Plan match contributions received while opting out of the retiree health care program, and shall not be eligible for future match contributions once participation in the retiree health care program is accepted.

The amounts due under this paragraph are due within 90 days of the County's acceptance of the member's application. If such amounts are not paid, the member will not be permitted to opt back into the County retiree health care program.

Section 16 Full time employees hired on or after the ratification of this agreement (August 19, 2009) shall not be eligible for a Defined Benefit Plan; instead, these employees shall be entitled to a Defined Contribution Retirement Plan.

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

The employee may contribute up to the IRS maximum elective deferral (contribution) limit of total wages through payroll deduction each pay period. Wages is defined as W-2 compensation less fringe benefits, bonuses, overtime, off schedule payments and longevity, etc. 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 36
UNION BULLETIN BOARDS

Section 1 The Union may use a bulletin board which shall be located at each District Court location and designated for use by the Court. The bulletin board shall be located in a

convenient place for the purpose of posting notices of the following activities:

a. Notices of Union recreational and social events.
b Notices of Union elections.
c. Notices of results of Union elections.
d. Notices of Union meetings.

ARTICLE 37
SAFE WORKING ENVIRONMENT

Section 1 The Court and the employees of the Court share a mutual concern for providing a safe working environment. In order to better achieve optimum safety at all of its locations and for all employees, the County and the Union agree to abide by OSHA and MIOSHA for the protection of the Court's employees.

Section 2 The Court or the Union shall, in writing communicate its concern in the form of a safety recommendation. The safety recommendation shall identify the location, setting, danger and remedy in the issue.

Section 3 In the event the safety recommendation is not implemented, or the Union is apprised of the disposition of the recommendation within five (5) days of the written communication, either party may request a meeting to discuss the reasons and/or difficulties in implementing the safety recommendation. Members of the Bargaining Unit called upon to be present at such meeting shall receive their regular pay and benefits when such scheduling is during an employee's regularly scheduled hours of work.

Section 4 Responsibilities for the approval and initiation of procedures or policies to promote a safer working environment rests with the Court and the employees

Section 5 The Court will post diagrammed escape routes in a conspicuous place in each of its offices. The postings will include instructions for evacuation in the event of specific types of disasters and emergencies.

ARTICLE 39
EMPLOYEE LIABILITY

Section 1 The County shall indemnify each employee against claims of liability which may arise from the course of employment.

ARTICLE 40
DISCRIMINATION AND HARASSMENT

SECTION 1

The Employer and its Supervisors and the Union and its members agree that all employees are entitled to a work place free of discrimination, sexual, racial or religious in nature and physical, sexual or verbal abuse. The Employer and the Union agree to take

action to prevent any such unacceptable conduct and to deal with any related complaints in a fair, impartial and timely manner.

SECTION 2

The Employer will endeavor to train Supervisors, Elected Officials, Managers and Department Heads in the proper administration of this Agreement including the subject of unlawful harassment. The Union will also endeavor to train its Officers and Stewards as to the proper administration of this Agreement and will further endeavor to educate its members as to the subject of unlawful harassment.

SECTION 3

A. HOSTILE WORK ENVIRONMENT DEFINED
   A hostile work environment exists only when an employee is made to suffer based on the following illustrative but not exhaustive circumstances.

   1. The employee is made to suffer ridicule, abuse or disparate treatment based on his or her gender, race, ethnicity, religion, disability or other protected status.

   2. The sources of the hostile treatment is a Supervisor, co-worker or customer.

   3. The hostile activity occurs on the County's premises, workplace or on the way to or from the County's workplace.

B. EVIDENCE OF A HOSTILE WORK ENVIRONMENT
   The environment is hostile when it creates fear, intimidation, ostracizes, psychologically or physically threatens, embarrasses, ridicules or in some other way unreasonably over burdens or precludes an employee from reasonably performing his or her work.

C. DEPARTMENT HEAD AND SUPERVISORY RESPONSIBILITY
   The Department Head and/or Supervisor have the following obligations and responsibilities.

   1. The Department Head and/or Supervisor must be proactive in responding to any act of hostility and harassment even absent an employee complaint. In other words, it is the responsibility of the Department Head and/or Supervisor to take whatever action necessary to maintain a work environment free of hostility as defined by this policy.

   2. The Department Head and/or Supervisor must take any complaint seriously and investigate thoroughly.

   3. The Department Head and/or Supervisor must report any allegations or complaints of a hostile work environment to the Human Resources Department.

   4. The Department Head and/or Supervisor must take necessary corrective action.

ARTICLE 41
SALARY SCHEDULE

2025 County Wage Structure (3.0%)									
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Court Clerk I	I-D	$ 33,519	$ 34,860	$ 36,255	$ 37,704	$ 39,214	$ 40,781	$ 42,413	$ 44,109
Court Clerk II	I-E	$ 36,255	$ 37,704	$ 39,214	$ 40,781	$ 42,413	$ 44,109	$ 45,874	$ 47,710
Court Clerk III	I-F	$ 39,214	$ 40,781	$ 42,413	$ 44,109	$ 45,874	$ 47,710	$ 49,617	$ 51,602
Court Recorder	II-DD	$ 42,413	$ 44,109	$ 45,874	$ 47,710	$ 49,617	$ 51,602	$ 53,666	$ 55,813
Finance Clerk	II-EE	$ 45,874	$ 47,710	$ 49,617	$ 51,602	$ 53,666	$ 55,813	$ 58,045	$ 60,367
Sr. Court Clerk Coordinator	II-F	$ 47,710	$ 49,617	$ 51,602	$ 53,666	$ 55,813	$ 58,045	$ 60,367	$ 62,782

2026 County Wage Structure (2.5%)									
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Court Clerk I	I-D	$ 34,357	$ 35,732	$ 37,161	$ 38,647	$ 40,194	$ 41,801	$ 43,473	$ 45,212
Court Clerk II	I-E	$ 37,161	$ 38,647	$ 40,194	$ 41,801	$ 43,473	$ 45,212	$ 47,021	$ 48,903
Court Clerk III	I-F	$ 40,194	$ 41,801	$ 43,473	$ 45,212	$ 47,021	$ 48,903	$ 50,857	$ 52,892
Court Recorder	II-DD	$ 43,473	$ 45,212	$ 47,021	$ 48,903	$ 50,857	$ 52,892	$ 55,008	$ 57,208
Finance Clerk	II-EE	$ 47,021	$ 48,903	$ 50,857	$ 52,892	$ 55,008	$ 57,208	$ 59,496	$ 61,876
Sr. Court Clerk Coordinator	II-F	$ 48,903	$ 50,857	$ 52,892	$ 55,008	$ 57,208	$ 59,496	$ 61,876	$ 64,352

ARTICLE 42
TERMINATION OF AGREEMENT

This Agreement shall be in effect and become operative on January 1, 2025 and shall continue in operation and effect through December 31, 2026. If either party hereto desires to terminate, modify, or amend this Agreement, it shall at least ninety (90) days prior to December 31, 2026, give notice to the County and the Court or to the Union as the case may be of its intention to terminate, modify, or amend this Agreement. If either party fails to give notice, such failure shall not prevent the party from making proposals it wishes to make in negotiations. The parties mutually agree to endeavor to begin negotiations not later than 90 days prior to the expiration of this Agreement.

In witness whereof, the parties hereto have executed this Agreement the 20th day of March, 2025

FOR THE UNION

Stephanie Mason
AFSCME MICHIGAN

Marsha Quinn
Chapter Chair Local #1518

Lorna McKinch
Bargaining Committee Member

Date: 4/30/2025

FOR THE EMPLOYER

Hon. Michael West
Chief Judge

Steve Simasko, Chairperson
Board of Commissioners

Angie Waters
County Clerk

Date: _____