

**AGREEMENT**

**BETWEEN**

**31ST. JUDICIAL CIRCUIT COURT  
FAMILY DIVISION**

**ST. CLAIR COUNTY**

**AND**

**31ST. JUDICIAL CIRCUIT COURT  
FAMILY DIVISION SUPERVISORS ASSOCIATION**

**JANUARY 1, 2008 THROUGH DECEMBER 31, 2012**

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**ARTICLE 1**  
**AGREEMENT**

1.1: This Agreement made and entered into this 1st day of January, 2008 by and between the 31st. Judicial Circuit Court - Family Division, St. Clair County, herein termed the Employer, and the St. Clair County Board of Commissioners being the Legislative body of said Employer, and the St. Clair County Circuit Court - Family Division Supervisors Association herein termed as the Association.

**ARTICLE 2**  
**PURPOSE AND INTENT**

2.1: The general purpose of this Agreement is to provide a foundation for the mutual cooperation of concerns of the Court and County and the Association's individual members as policy enforcers and in a limited sense policy makers. It is understood and agreed that the members, as supervisors, and the Court and County have a common purpose and goal to provide progressive leadership in the management of all its resources.

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

**ARTICLE 3**  
**RECOGNITION**

3.1: The Association is hereby recognized by the 31st Judicial Circuit Court, Family Division and the St. Clair County Board of Commissioners as exclusive representative of employees in the following classifications:

Juvenile Detention Center Superintendent/Day Treatment Night Watch  
Program Superintendent  
Juvenile Detention Center Assistant Superintendent  
Day Treatment Night Watch Program Assistant Director  
Probate Registrar  
Juvenile Registrar  
Residential Treatment Director  
Juvenile Counselor Supervisor  
Head Surveillance Officer, Day Treatment/Night Watch

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

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

4.1: It is recognized that all rights, powers, and duties of their offices inherent therein or otherwise provided by law or Court rule are reserved and retained by the respective Judges of the Circuit Court - Family Division and Juvenile Court, except

only as expressly abridged in this Agreement. The control of its properties, and the maintenance of order and efficiency is solely the prerogative and responsibility of the Court. Other rights and responsibilities not expressly abridged herein shall belong solely to the Court in addition to the following, and are hereby provided as illustration only and not by way of limitation:

- A. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to alter or discontinue jobs, classifications, or practices; the maintenance and repairs; amount and kind of supervision necessary; methods and means of operation; scheduling and establishment of hours; manpower and work sites; full control of the selection examination, review, and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate the Circuit Court - Family Division.
- B. Further, it is recognized that the responsibility and prerogatives of the management of the Circuit Court - Family Division for the selection and direction of the working forces includes but is not limited to the right to decide the number of employees, the right to decide employee's qualifications; to determine the times and amounts of overtime to be worked; recesses and to carry out Supreme Court directives concerning holidays; the right to make necessary rules and regulations governing employee's conduct and safety; and to relieve an employee from duty; all of which are vested exclusively in the Court, subject only to the provisions of this Agreement.
- C. The Court's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right or preclude the Court from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- D. The Association acknowledges the practice of following the provisions of the Juvenile Court Manual, prescribing in detail the standards of operation prescribed for the orderly and required management of the Juvenile Court. It is further understood that the Juvenile Court Manual may from time to time require revision due to changes in federal and/or state laws and regulations.

**ARTICLE 5**  
**AGENCY SHOP**

5.1: All current employees covered by this Agreement and all new employees hired after the effective date of this Agreement shall, as a condition of continued employment, become members of the Association and pay the monthly Association dues uniformly required of Association members or pay to the Association a representation fee as herein defined, effective thirty (30) days after the effective date of this Agreement or date of hire, whichever is later.

5.2: The representation fee shall be an amount as determined by the Association.

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

5.4: If the bargaining unit member fails to comply, the Association shall send the following letter to the delinquent bargaining unit member and a copy to the Employer.

5.5: "The Association certifies that \_\_\_\_\_ has failed to tender the periodic representation fee required under the Agreement and demands that, under the terms of the Agreement, the Employer deduct the delinquent representation fees from the association member's salary." (The Association certifies that the amount of the representation fee includes only the proportionately equivalent amount necessary for negotiations, grievance processing and administration of this Agreement).

5.6: The Employer, upon receipt of said notice and request for deduction, shall act pursuant to this Agreement. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between Association members. The Association will defend and indemnify the Employer against all liability the Employer may incur by reason of deductions made pursuant to this paragraph.

5.7: The Association shall indemnify, defend, and save the Court and County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result from any conduct taken by the Court and County for the purposes of complying with the provisions of this Article. It is further agreed that neither any employee nor the Association shall have any claim against the Court and County for any deductions made or not made, as the case may be, except that the Court and County shall be responsible to provide the Association with dues deducted from the employees pay. In no case shall the Court and County be responsible to pay to the Association or employee an amount equal to dues or representation fee which may or may not have been deducted and paid to the Association or employee.

## **ARTICLE 6**

### **ASSOCIATION REPRESENTATION**

6.1: The Association shall be represented to the Employer by no more than three (3) representatives. The names and classifications of these employees shall be communicated in writing to the Family Court Administrator and Human Resources Director of the County upon their selection and/or subsequent change.

6.2: The representative(s) shall be permitted to represent the employees to the Employer in matters of negotiations, grievances or concerns of the membership. No more than three (3) employees may be paid when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Association in all other matters.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

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

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

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

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

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

7.6: An employee may appeal the decision of the economic grievance to final and binding Mediation through the Michigan Employment Relations Commission.

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

**ARTICLE 8**  
**SENIORITY**

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

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

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

**ARTICLE 9**  
**LOSS OF SENIORITY**

- 9.1: An employee shall lose seniority for the following reasons only:
- A. Resigns.
  - B. Employment is terminated and not reversed.
  - C. Does not return from an approved leave of absence, unless authorized in writing.
  - D. Death.
  - C. Absent for three (3) consecutive working days without providing notification to the supervisor. Notice will be sent to the employee's last known address. The grievance procedure shall be available to the employee provided it is initiated in the time frame set forth in Article 7 - Grievance Procedure.

**ARTICLE 10**  
**DISCHARGE AND DISCIPLINE**

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

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

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

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

**ARTICLE 11**  
**EMPLOYEE RECORDS REVIEW**

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

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

11.3: The employee may request to receive copies of all disciplinary actions take against the employee. The Employer shall provide copies of all such documentation at the expense of twenty-five (.25) cents per copy to the employee.

**ARTICLE 12**  
**NEW CLASSIFICATIONS**

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

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

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

**ARTICLE 13**  
**WORKING HOURS**

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

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

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

13.4: Overtime may only be permitted to be worked when authorized by a supervisor with the consent of the Court. The Court shall be entitled to withhold granting compensatory time or overtime to an employee who does not have Court authorization to work.

**ARTICLE 14**  
**LEAVE OF ABSENCE**

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

- A. Illness leave (physical or mental); and
- B. Prolonged illness of spouse or child.

All leaves granted shall comply with the period of medical disability stipulated in writing by the attending physician. The Court may require an employee on a leave



of absence due to illness to submit to an examination by a physician chosen by the Court, provided the charges of the physician are paid by the Court.

14.2: An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under the Act and a fact sheet shall be provided the employee in a reasonable method and manner. Leave taken under the Act will be taken consistent with the Act, this provision and the policy of the County.

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

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

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

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

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

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

14.9: While on a leave of absence without pay for any reason, the employee accrues no vacation time, sick days, retirement credit, or gain from any other fringe benefit. An employee on a leave of absence receiving salary continuation by way of long term disability insurance shall be considered to be on a leave with pay. An employee eligible for short term disability but with insufficient accrued days to continue salary during the first twenty (20) working days of absence shall be considered to be on a leave with pay for purposes of computing fringe benefits.

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

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

## **ARTICLE 15**

### **WORKER'S COMPENSATION**

15.1: All employees shall be subject to the St. Clair County's Worker's Compensation Plan.

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

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

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

15.5: When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus normal authorized payroll deductions to the extend of their accrued sick days.

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

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

**ARTICLE 16**  
**ASSOCIATION BULLETIN BOARD**

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

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

**ARTICLE 17**  
**RETIREMENT**

17.1: All full time regular employees shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan. Specific terms and conditions of retirement not herein defined are subject to the terms and conditions provided by the retirement plan custodians and shall not be subject to nor require separate Union

approval.

17.2: The Defined Benefit Pension and the Retiree Health Care Plan are completely separate Retirement Plan programs with separately designated methods for funding set forth in this Agreement. The assets of the separate programs may be commingled for investment purposes but shall be and are separate funds for accounting and actuarial purposes.

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

- A. The employee shall contribute five percent (5%) of his or her eligible gross bi-weekly wage.
- B. Effective January 1, 2008 and every calendar year thereafter the employer shall contribute an actuarially determined amount.

17.4: The St. Clair County Retirement System provides eligible employees with the opportunity to participate in the retiree health care plan by contributing to a Health Care Trust Account. Employee participation in the Health Care Trust Account is optional. The option is exercised upon date of eligibility to participate in the retirement plan and once exercised is irrevocable. A description of the retiree health care coverage is provided in the Retirement Plan booklet. Eligibility for retiree health care coverage is as follows.

- A. A full time employee who made the election to participate in the original plan must have eight (8) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.
- B. A full time employee subject to the modified plan must have twenty (20) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.
- C. An employee that chooses not to participate in the prefunding of retiree health care or that does not meet the actual years of service contributions stipulated in the preceding subsections A and B, shall be entitled to purchase retiree health care coverage based on the following conditions.

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

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

[iii] The employee with contributions in the Health Care Trust Account shall be entitled to pay the health care premium costs from

his or her contributions. When contributions are depleted the retiree shall be subject to the preceding [ii].

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

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

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

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

<u>Effective Date</u>	<u>Employee Contribution</u>
01/01/09	0.5%
07/01/09	1.0%
01/01/10	1.5%
07/01/10	2.0%
01/01/11	2.5%

17.6: Employees hired before January 1, 2009 with sufficient years of service and age to retire before December 31, 2012 shall be entitled to select the following contribution option:

A. The employee shall contribute five percent (5%) of his or her eligible bi-weekly wage as defined in this article for the duration of this Agreement. The employee's contribution shall be attributed to both pension and health care.

B. The County shall contribute thirteen percent (13%) of the employee's eligible bi-weekly wage for the duration of this Agreement. The County's contribution shall be attributed to both pension and health care.

C. In selecting this option the employee agrees to and shall retire on or before December 31, 2012.

D. In selecting this option the employee must complete and sign a retirement application form designating a retirement date no later than December 31, 2012.

E. The employee that fails to retire or otherwise leave employment no later than December 31, 2012 shall be required to pay an amount equal to

the contributions that otherwise would have been made to the Retiree Health Care Trust Account. Contributions due shall be made by payroll deduction and/or in a lump sum at the employee's discretion but shall be paid in full within ninety (90) calendar days after December 31, 2012 or the employee will be subject to pay one percent (1%) daily compounded interest.

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

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

<u>Employee Contribution</u>	<u>County Contribution</u>
1.0%	0.5%
2.0%	1.0%
3.0%	1.5%
4.0%	2.0%
5.0%	2.5%

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

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

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

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

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

<u>Years of Service</u>	<u>Annual Multiplier</u>
1 through 10	1.75% - accumulative
11 through 19	2.00% - accumulative
20 through 24	2.00% - retroactive

25 and above

2.40% - retroactive

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed sixty-nine and six tenths (69.6%) percent. Effective January 1, 2000, the multiplier shall increase to but not exceed seventy-five (75%) percent at thirty-one (31) years and three (3) months. Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

17.9: An employee shall be eligible upon satisfying one of the following three criteria.

- A. The employee has attained the age of 60 years and has the equivalent of eight (8) years of service contributions into the retirement system.
- B. The employee has attained the age of 55 years and has the equivalent of twenty-five (25) years of service contributions into the retirement system.
- C. The employee has a combination of age and years of equivalent service that when combined equals eighty (80) years, provided the employee shall also have completed twenty-five (25) years of actual service.

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

17.10: An employee shall only be entitled to withdraw his or her contributions to the Defined Benefit Plan upon termination of employment.

- A. An employee is not required to withdraw his or her contributions upon termination of employment.
- B. Contributions left in the plan are deferred until such time as the former employee is eligible to receive a pension.
- C. The employee that withdraws his or her contributions shall terminate all right to receive a pension benefit from the plan.
- D. The employee that withdraws his or her contributions shall be entitled to a rate of interest on the contributions determined by the Retirement Board which shall be consistent with the interest rate attributed to all employee accounts regardless of union affiliation.

17.11: An employee shall only be entitled to withdraw his or her contributions to the Retiree Health Care Trust Account upon termination of employment.

- A. An employee is not required to withdraw his or her contributions upon termination of employment.
- B. Contributions left in the plan are deferred until such time as when the former employee shall be entitled to a retirement pension.

C. The employee that leaves his or her contributions in the Retiree Health Care Plan Trust Account shall only be entitled to health care coverage in conjunction with receiving a pension.

D. The employee that withdraws his or her contributions shall terminate all right to receive retiree health care coverage from the plan at no premium cost to the retiree.

E. The employee that leaves his or her contributions in the Retiree Health Care Trust Account but who has insufficient actual years of services to qualify for coverage shall be entitled to purchase coverage when meeting all the conditions stipulated in this article.

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

- A. Overtime;
- B. Compensatory time payoff;
- C. Sick day accrual payoff upon separation from employment for any reason.

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

17.14: Full time employees hired on or after January 1, 2009 shall not be eligible for a Defined Benefit Plan; instead, these employees shall be entitled to a Defined Contribution Retirement Plan.

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

The employee may contribute up to a maximum of 8% of total wages through payroll deduction each pay period. Wages is defined as W-2 compensation less fringe benefits, bonuses, overtime, off schedule payments and longevity, etc.

The County will match the employee contribution dollar for dollar up to a maximum of 8% of total wages. The County match is subject to forfeiture by the employee based on a 5 year graded vesting schedule:

<u>Years of Service</u>	<u>Vesting Amount</u>
1 year of service	20%
2 years of service	40%

3 years of service	60%
4 years of service	80%
5 years of service	100%

For example: if an employee participating in the Defined Contribution Plan terminates employment with two (2) years of service, the employee would receive 40% of the County match. The remaining 60% would be forfeited and used to reduce future County match obligations to other participants.

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 18**  
**EDUCATIONAL REIMBURSEMENT**

18.1: Employees enrolled for accredited extension or formal educational courses may request reimbursement for tuition, fees, and supplies. Approval for reimbursement shall only be considered when the education maintains or improves the employee's skills in the area in which they are employed.

18.2: Request for reimbursement must be made in writing and shall include a description of the course, the beginning and concluding date of the course, the cost of tuition, fees and supplies (such as books, manuals, or special materials) and, if applicable, grants, aids, or scholarships available or provided.

18.3: Approval of the request for reimbursement shall be contingent upon available funding, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The presiding Circuit Court Judge of the Family Division shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies as provided in 18.4. Presiding Circuit Court Judge of the Family Division approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. The request shall be considered to be denied in the absence of written approval.

18.4: Reimbursement shall not exceed five hundred (\$500.00) dollars per course. Reimbursement shall be provided only upon obtaining a passing grade.

18.5: An employee shall have at least one year of full time service with the Court to be eligible for consideration.

18.6: An employee who successfully completes a course, with or without reimbursement, shall not necessarily be entitled to an automatic promotion, extraordinary advancement in the salary range, or a higher classification based upon completion of the course or attainment of a degree or certification.

18.7: An employee shall not be entitled to attend class or complete class assignments during their regularly scheduled working hours at the expense of the Court. Nor shall the employee be entitled to utilize the resources of the Court including supplies, equipment or personnel without supervisory approval. Failure to comply with either provision may result in forfeiture of reimbursement for the course



expenditures or discipline including discharge or both.

**ARTICLE 19**  
**HEALTH, LIFE AND DENTAL CARE**

19.1: Effective January 1, 2009 each full time employees shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 2

Annual Deductible

\$ 100 – Employee

\$ 200 – Family (two or more insured members)

Annual Co-Pays

90% - Plan Approved Charges

10% - Employee

Annual Co-Pays Maximums (plus deductibles)

\$ 500 – Employee

\$ 1,000 – Family (two or more insured members)

Office Visit Copay - \$15

Prescription Drug Rider Deductibles

\$15.00 - Generic Prescription Drugs

\$30.00 - Brand Name Prescription Drugs

\$45.00 – Non-Preferred Prescription Drugs

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

\$250 Maximum Annual In Network Preventative Services

VCA 80 – Vision Rider

HCA – Hearing Care

FC – Dependent Eligibility

SD – Sponsored Dependent

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

- A. Employees hired on or after January 1, 1986 shall pay 100% of FC and/or SD riders premium costs.
- B. Employees hired prior to January 1, 1986 who do not enroll dependents on the FC and/or SD riders until after January 1, 1986 shall pay 50% of the rider premium cost and the County shall pay 50% of the premium cost.

- C. Employees hired prior to January 1, 1986 with enrolled dependents shall not pay any of the FC and/or SD riders premium costs. Be it provided, however, that enrollment changes on or after the date of implementation shall be subject to the preceding subsection b.
- D. Effective January 1, 2009 and thereafter, all participating full time regular employees shall pay an employee premium cost coshare amount.

2009 Employee Premium Coshare

Single	\$ 416/annual (\$16/per pay period)
Two Person	\$ 832/annual (\$32/per pay period)
Family	\$1,092/annual (\$42/per pay period)

On January 1 of each year, the employee contribution will increase the same percentage amount that the County illustrative rate increases. For example, if the County illustrative rate increases 10%, the employee contribution will increase 10%. At the end of each calendar year, the County will reconcile the illustrative rate increase with the actual rate increase. In the event the actual rate increase was less than the estimated increase for the illustrative rate, the employee will receive the difference between the estimated increase and the actual rate. For example, if the estimated illustrative rate increase was 10% and the actual increase was 8%, each employee will receive a 2% refund.

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

NON-PARTICIPATION COMPENSATION

- \$ 650 - One Person subscriber
- \$1100 - Two Person subscriber
- \$1350 - Family Plan subscriber

Payment shall be made in equal bi-weekly installments. The employee may elect the compensation through deferred compensation or individual flexible spending account. The employee shall have sole responsibility to apply for deferred compensation, which shall be consistent with all terms and conditions of deferred compensation.

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

19.4: All employee premium costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The premium cost(s) shall be paid in equal installments the twenty-six annual pay periods.

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

A. CORE PLAN

- Plan 100/50/50 to an annual maximum of \$1,000 per individual per year.

- Orthodontia Plan 50/50 to a lifetime maximum of \$1500 of \$3000 per individual.

B. OPTION I

- \$200 to a flexible reimbursement account.

C. OPTION II

- \$150 cash rebate.

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

<u>Salary</u>	<u>Life Insurance Amount</u>
Less than \$35,000	\$40,000
\$35,000 to \$39,999	\$45,000
\$40,000 or more	\$50,000

A. OPTION I

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

B. OPTION II

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

19.7: In order to acquire and maintain health and/or dental benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the plan provider.

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

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

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

**ARTICLE 20**  
**SERVICE RECOGNITION**

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

the following schedule:

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

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

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

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

**ARTICLE 21**  
**SICK DAYS AND DISABILITY INSURANCE**

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

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

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

21.4: In the event of a death of a member of the immediate family, the employee may use sick days to a maximum of five (5) days as determined by the supervisor. Immediate family shall be defined as: mother, father, step-parent, brother, sister, spouse, child, step-child, grandparent, grandchild, or immediate family of the spouse according to the preceding definition.

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

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

21.7: An employee who uses six (6) days in a ninety (90) day period, without a

statement from their attending physician indicating the nature of their illness shall be on a "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. An employee shall be on proof required status for ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall be subject to discipline. The Court Administrator or designee may choose not to place the employee on proof required status if the employee has not exhibited a questionable attendance pattern during the preceding one (1) year.

21.8: Sick days may be taken in place of normally scheduled work days, excluding holidays. Sick days used during an approved vacation shall not result in deduction from vacation accumulation but rather from sick day accumulation. The supervisor shall have the right to require the employee to provide a physician's statement verifying an illness during a vacation. Sick days when authorized, shall be counted as days worked for the purpose of computing benefits provided for in this Agreement.

21.9: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. Compensation shall commence the twenty-first (21st) work 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. Salary continuation shall be for a period of five (5) years. 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.

21.10: The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of the fringe benefits based on salary which shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

21.11: The disabled employee shall be ineligible for salary continuation for refusal to accept an offer of work in an economically equivalent classification.

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

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

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

21.13: In the event of an unpaid leave of absence the employee is eligible to purchase health care coverage from the date the leave is unpaid. Be it provided the

employee shall be required to pay fifty percent (50%) of the premium cost determined by the County and shall be entitled to purchase health care coverage for a period not to exceed six (6) months.

21.14: The employee shall be entitled to select either of the following as a salary continuation (disability) plan:

A. CORE PLAN

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

B. OPTION I

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

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

21.15: Nothing shall prohibit the County from offering the employee a redemption in lieu of salary continuation. Be it provided, however, that the employee shall have sole responsibility to accept or reject a redemptive offer.

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

21.17: 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.

21.18: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 14 - Leave of Absence.

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

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

<u>Months of Service</u>	<u>% of Accrual</u>
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%

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

**ARTICLE 22**  
**VACATIONS**

22.1: Full time employees shall be entitled to vacations as determined by their placement on the following schedule by the Family Court Administrator, or if the Family Court Administrator declines to make a placement, vacation will be based on their actual years of service. In no event will an employee receive vacation time less than their actual years of service permits.

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

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

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

22.4: An employee shall be entitled to carry forward from the previous years accrual as many days that when added to the anniversary credit does not exceed forty-five (45) days. In other words, an employee shall not be entitled to maintain an accrual of more than forty-five (45) days at any time.

22.5: Vacation days must have prior approval of the Court to be used. Approval shall be contingent upon meeting the operational needs of the Court but approval shall not be unreasonably withheld. Seniority shall prevail when requests are simultaneous within the same classification.

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

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

**ARTICLE 23**  
**HOLIDAYS**

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

23.2: To be eligible for a holiday, the employee must work the last scheduled work day before the holiday and the first scheduled work after the holiday, unless authorized the day off.

23.3: In a department which normally works five (5) days a week, Monday through Friday, and a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. When a holiday falls on a Sunday, it shall be celebrated on the following Monday.

23.4: Employees who work a holiday shall be compensated at two and one half (2 1/2) times their rate of pay consistent with Article 13 - Working Hours, Section 3.

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

#### **ARTICLE 24** **JURY DUTY, SUBPOENA AND WITNESS FEES**

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

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

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

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

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

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

#### **ARTICLE 25** **MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT**

25.1: Employees who use their personnel vehicles on business required by the County shall be reimbursed at the maximum non-taxable rate allowable by the US Department of Internal Revenue Service.



25.2: Court approved expenses for out-of County lodging and meals shall be reimbursed to the employee when attendance is at employment related activities.

**ARTICLE 26**  
**EMPLOYEE LIABILITY**

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

ARTICLE 27 - WAGES

<u>2.0% Effective January 1, 2007</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>	<u>6 YEAR</u>	<u>7 YEAR</u>
Juvenile Center/Day Treatment Program Superintendent	\$59,787	\$60,908	\$62,030	\$64,273	\$66,516	\$68,759			
Juvenile Center Assistant Superintendent	\$44,997	\$45,818	\$46,696	\$48,452	\$50,275	\$52,174			
Day Treatment Program Assistant Director	\$44,997	\$45,818	\$46,696	\$48,452	\$50,275	\$52,174			
Probate Registrar	\$49,900	\$51,000	\$52,020	\$53,040	\$54,060	\$55,080			
Juvenile Registrar	\$32,931	\$33,579	\$34,240	\$35,587	\$36,985	\$38,439			
Residential Treatment Director	\$43,784	\$44,560	\$45,373	\$47,012	\$48,712	\$50,488			
Juvenile Counselor Supervisor	\$43,898		\$45,215	\$46,571	\$47,968	\$49,407	\$50,889	\$52,416	\$54,282
Head Surveillance Officer, DT/NW	\$31,384		\$32,639	\$33,945	\$35,303	\$36,716	\$38,185	\$39,712	\$41,300

<u>2.0% Effective January 1, 2008</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>	<u>6 YEAR</u>	<u>7 YEAR</u>
Juvenile Center/Day Treatment Program Superintendent	\$60,983	\$62,126	\$63,271	\$65,559	\$67,847	\$70,134			
Juvenile Center Assistant Superintendent	\$45,897	\$46,735	\$47,630	\$49,421	\$51,280	\$53,218			
Day Treatment Program Assistant Director	\$45,897	\$46,735	\$47,630	\$49,421	\$51,280	\$53,218			
Probate Registrar	\$50,898	\$52,020	\$53,060	\$54,101	\$55,141	\$56,182			
Juvenile Registrar	\$33,589	\$34,251	\$34,925	\$36,299	\$37,725	\$39,207			
Residential Treatment Director	\$44,660	\$45,451	\$46,280	\$47,952	\$49,686	\$51,498			
Juvenile Counselor Supervisor	\$44,776		\$46,119	\$47,502	\$48,927	\$50,395	\$51,907	\$53,464	\$55,368
Head Surveillance Officer, DT/NW	\$32,011		\$33,292	\$34,624	\$36,009	\$37,450	\$38,948	\$40,507	\$42,126

January 1, 2009– The Association may request a meeting with representatives of the Court and County to bargain a mutually acceptable wage for the 2009 through 2012 calendar years. The Association request, if forthcoming, shall be made in writing no more than ninety (90) calendar days prior to December 31, 2009. The parties are agreed that the 2009 through 2012 calendar year wage shall be the only topic of bargaining unless otherwise mutually agreed by the parties.

**ARTICLE 28**  
**TERM OF AGREEMENT**

28.1: This Agreement shall be in force from the date of execution as evidenced by the signatures of the parties below through and including December 31, 2012.

28.2: It shall be the exclusive responsibility, authority and prerogative of the Association to notify the Employer of its desire to amend or modify this Agreement. Such notice shall be made in writing to the Presiding Circuit Court Judge of the Family Division with a copy to the County Administrator/Controller within the period of December 1, 2008 through and including December 31, 2012 or the Association shall be considered to have decertified and the parties shall be prohibited from collective bargaining.

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

28.4: Any and all letters of agreement now here to or hereafter attached shall be considered and are part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

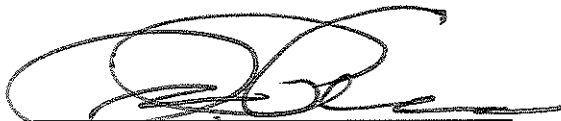
FAMILY DIVISION SUPERVISORS  
ASSOCIATION



Gary Rutowski  
Association President


\_\_\_\_\_  
Committee Person

THE COURT AND THE COUNTY



31st Circuit Court Family  
Division Chief Judge

\_\_\_\_\_  
Chairperson, St. Clair County Board of  
Commissioners



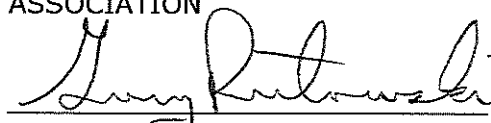
Marilyn Dunn  
County Clerk

LETTER OF UNDERSTANDING  
REGARDING  
ARTICLE 19 – HEALTH, LIFE AND DENTAL CARE

The County of St. Clair (County) on behalf of the 31<sup>st</sup> Judicial Circuit Court Family Division and the 31<sup>st</sup> Judicial Circuit Court Family Division Supervisors Association (Association) hereby establish and agree that in the event the St. Clair County Board of Commissioners modify or change the collective bargaining guidelines for the health care coverage stipulated in Article 19 – Health, Life and Dental Care, the bargaining unit shall be entitled to adopt in its entirety the modified provision[s], in accordance with the following terms and conditions.

1. The County shall notify the Association in written form that the Board of Commissioners has modified or changed the guidelines within thirty (30) calendar days of the Board of Commissioners decision.
2. The County shall disclose in writing in such notice the full nature and scope of the modifications and/or changes.
3. The full nature and scope of the modifications or changes shall include any contractual provision similarly modified or changed.
4. The Association shall have exclusive authority and right to adopt or not adopt the modifications or changes, provided the adoption reflects the full nature and scope of modifications and changes.
5. The Association must notify the County of its decision to adopt the modifications and/or changes within thirty (30) calendar days from the date the County provides notice or otherwise be ineligible for the modifications and/or changes.
6. The terms of this letter of understanding shall be in full force and affect through December 31, 2012 and not thereafter.

FAMILY DIVISION SUPERVISORS  
ASSOCIATION


  
\_\_\_\_\_  
Association President

\_\_\_\_\_  
Committee Person


\_\_\_\_\_  
Committee Person

\_\_\_\_\_  
Date

THE COURT AND THE COUNTY

  
\_\_\_\_\_  
31<sup>st</sup> Judicial Circuit Court Presiding Judge

\_\_\_\_\_  
Chairperson, Board of Commissioners

  
\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Date