

12/31/91

St. Clair County

AGREEMENT BETWEEN
THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS
AND
THE ST. CLAIR COUNTY PROBATE COURT
AND
THE EMPLOYEES OF
THE JUVENILE DETENTION CENTER
TEAMSTERS #214
JANUARY 1, 1989
THROUGH
DECEMBER 31, 1991

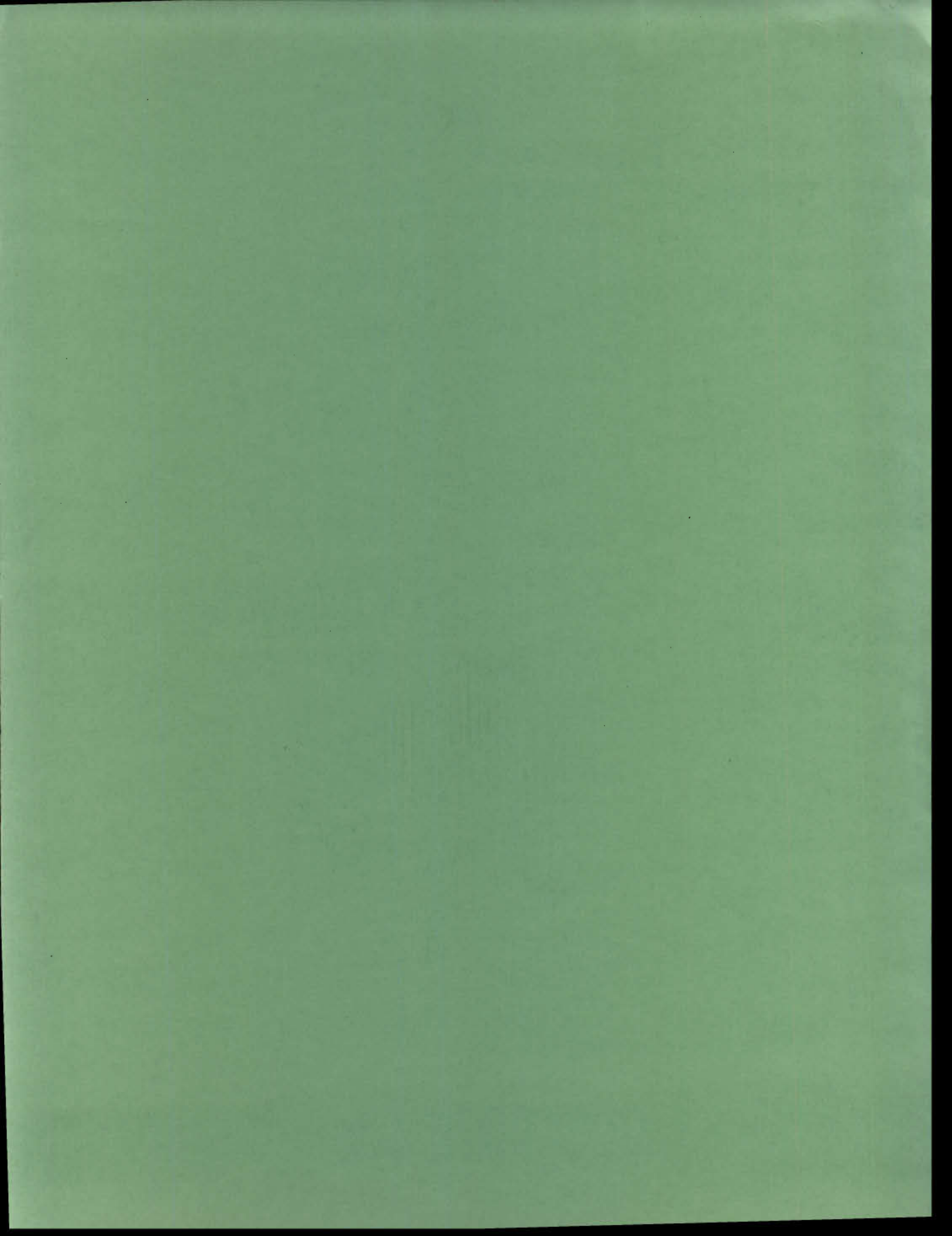
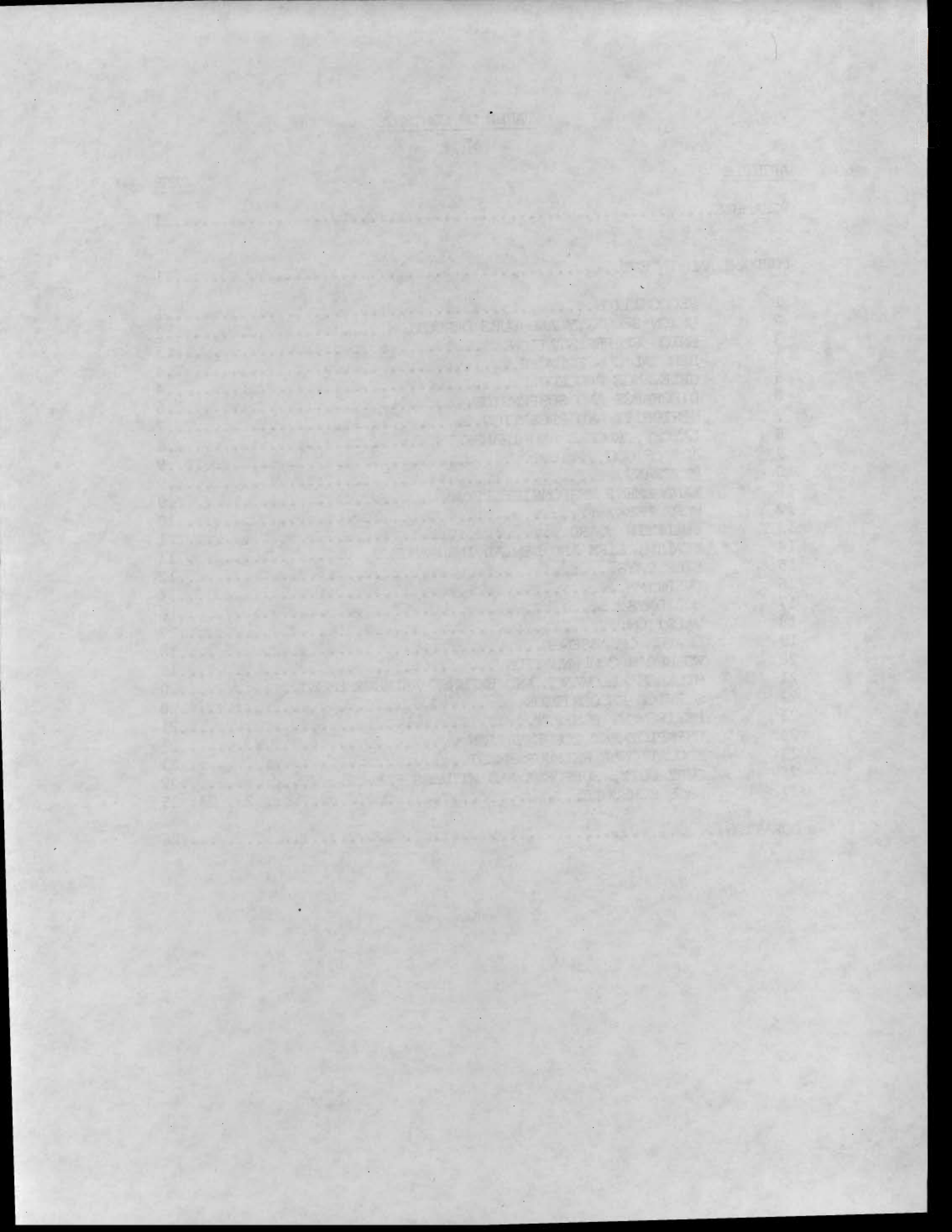


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AGREEMENT

PREAMBLE

THIS AGREEMENT, made and entered into this 1st day of January, 1989 by and between THE PROBATE COURT AND JUVENILE COURT, St. Clair County, herein termed the Employer, and the ST. CLAIR COUNTY BOARD OF COMMISSIONERS being the legislative body of said Employer, party of the first part and TEAMSTERS LOCAL NO. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, of the second part, hereinafter called the Union.

PURPOSE AND INTENT

It is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards, between the Employer and the Employees, which will best serve the citizens of St. Clair County.

ARTICLE 1 RECOGNITION

SECTION 1: The Employer recognizes the Union as the exclusive representative for the purpose of Collective Bargaining with respect to rates of pay and wages, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified, and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended:

"All employees of the St. Clair County Juvenile Center, but excluding Teachers, Supervisory, standby and confidential employees, presently identified as Secretary", the classifications of which are described in Schedule A, attached hereto.

Case No. R76E 255

SECTION 2: The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union or Union activity required by this Agreement, nor will the Employer encourage or discourage membership in the Union or any other organization.

SECTION 3: There shall be no discrimination as to marital status, race, color, creed, national origin or political affiliation nor shall there be discrimination as to age or sex except as required to fulfill State Law and/or Regulations relative to the operation of the Juvenile Center. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 4: No Strike - No Lockout. Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part, in any strike, sitdown, stay-in, or slowdown or any violation of any State Law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing, that their conduct is in violation of the contract and that all such persons shall immediately cease the offending conduct.

The employer will not lockout any employees of the bargaining unit during the term of this Agreement.

ARTICLE 2 UNION SECURITY AND DUES DEDUCTION

SECTION 1: Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by terms in this Agreement during working hours of the employees or in any manner that may interfere with employees engaged in work.

SECTION 2: During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorizes the Union and the County without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement to provide this check-off service without charge to the Union.

All employees in the bargaining unit shall as a condition of continued employment, pay to the union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the union, which shall be limited to an amount of money equal to the Union's regular and monthly dues. For present certified employees, such payments shall commence on the effective date of this Agreement, and for new employees, the payment shall commence with the first pay period following thirty (30) days of hire.

Monthly agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

ARTICLE 3
UNION REPRESENTATION

SECTION 1: The Employer agrees to allow the proper accredited representative of the local Unit access to the Administration Office of the Juvenile Center during the weekday day shift for the purpose of policing the terms and conditions of this Agreement; the Union shall have the right upon reasonable notice during the weekday day shift to examine time sheets at the Juvenile Center and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other record of the Juvenile Center pertaining to a specific grievance.

SECTION 2: The Employer recognizes the right of the Union to designate one (1) Steward and one (1) alternate from the seniority list of the Juvenile Center.

SECTION 3: The Steward, or in his absence, his alternate, will be permitted to leave their work, after obtaining approval of the Superintendent or Assistant Superintendent and recording their time, for the purpose of adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of his grievance. Permission for the Steward, or his alternate, to leave their work stations will not be unreasonably withheld. The Steward or his alternate will report their time to the Superintendent or Assistant Superintendent upon returning from a grievance discussion.

The privilege of the Steward or his alternate to leave their work during their working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances.

SECTION 4: There shall be a grievance committee composed of one employee of the Employer, selected by the Union, and whose name will be certified in writing to the Employer, together with such other Union officials as the Union may designate.

The Employer either personally and/or by representative or representatives shall meet whenever necessary, at a mutually convenient time, with the Union grievance committee. The purpose of grievance committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances.

ARTICLE 4
SPECIAL CONFERENCES

SECTION 1: Special conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and the Employer or his designated representative upon the request of either party, which request shall be in writing and shall specifically recite the subject matter to be discussed.

SECTION 2: Special conferences shall be scheduled within ten (10) days after the request is made unless otherwise agreed.

SECTION 3: The Union shall be notified of any anticipated changes in working conditions expressed by this Agreement and discussions shall be held thereon upon written request of the Union. Absent an Agreement of such discussions either party can request mediation through the Michigan Employment Relations Commission. Nothing shall prohibit the Court from implementing the change prior to conclusion of discussions and/or mediation.

ARTICLE 5
GRIEVANCE PROCEDURE

SECTION 1: A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. In cases involving discipline or discharge, a grievance may be made as to matter of fact of just cause. Any grievance not conforming to the provisions of this paragraph shall be denied. Employee(s), with or without steward, shall first bring a matter of grievance to the attention of the Juvenile Center Superintendent within thirty (30) calendar days of the alleged occurrence in order to attempt an informal settlement. 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 Personnel Officer for resolution.

Step 1.

- A. An employee having a specified non-economic grievance alleging violation of this Agreement shall within thirty (30) calendar days of the occurrence take the matter up with Juvenile Center Superintendent or designee in an effort to resolve the matter. The Union shall advise the Juvenile Center Superintendent that discussions represent a Step 1 Hearing or the matter shall not be subject to further advancement through the Grievance Procedure.
- B. An employee having a specified economic grievance alleging violation of this Agreement shall within thirty (30) calendar days of the occurrence take the matter up with the Personnel Officer designee in an effort to resolve the matter. The Union shall advise the Juvenile Center Superintendent 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. A non-economic grievance shall be considered resolved at Step 1 unless reduced to writing, signed by the aggrieved employee and submitted to the Juvenile Center Superintendent or designee within ten (10) calendar days of taking the matter up with the Juvenile Center Superintendent or designee. The written non-economic grievance shall specify the provision of the Agreement violated and the remedy requested to resolve the non-economic grievance.
- B. The Juvenile Center Superintendent shall within fifteen (15) calendar days, schedule a hearing at which time the Grievant and the Union's employee representative and, if determined by the Union, a representative shall be present to present allegations, proofs and remedies. The Juvenile Center Superintendent or designees shall act as hearing officer and shall be entitled to structure the hearing and include any witnesses, experts or knowledgeable persons to the proceedings. The Juvenile Center Superintendent or designees shall issue a written response within ten (10) calendar days of the conclusion of the hearing.

Economic Grievances

- A. Grievance(s) shall be considered settled at Step 1, unless within fifteen (15) days after service of the Personnel Officer, and the Court Administrator the Grievant(s) serve(s) upon the Personnel Officer a written request for a hearing. A copy of the written grievance shall be attached to such a request.
- B. Within ten (10) calendar days of service of the request in (a) above, the Personnel Officer, and Court Administrator will meet with the Grievant(s), the Steward 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 Personnel Officer and Court Administrator shall serve their written opinion to the Grievant(s) within ten (10) calendar days after the hearing.

Step 3

Non-Economic Grievance

- A. A non-economic grievance shall be considered settled at Step 2 unless submitted to the Probate Court Administrator within fifteen (15) calendar days of the Step 2 response.
- B. The Probate Court Administrator shall review the Step 2 grievance response and the Union grievance and may call for a meeting of all the parties involved. The meeting shall be scheduled at the earliest date agreeable among the parties. The Probate Court Administrator shall within thirty (30) calendar days of receipt of the grievance or meeting, which ever applies, issue a written response to the non-economic grievance. The decision of the Probate Court Administrator shall be final and binding.

Economic Grievance

- A. An economic grievance shall be considered settled at Step 2 unless written request is made for mediation within fifteen (15) calendar days of the Step 2 response.
- B. The request for mediation shall be made with the Michigan Employment Relations Commission unless otherwise mutually agreed. The mediator shall be empowered to issue an opinion which shall be final and binding upon the parties should no mutually agreeable resolution be reached.

ARTICLE 6
DISCHARGE AND SUSPENSION

SECTION 1:

(a) In any case where disciplinary action is necessary the following procedure shall be followed; except that nothing in this Section shall prevent the Employer from taking immediate and appropriate disciplinary action up to and including discharge should it be required by the circumstances and for just cause. The Union shall be notified subsequent to a written reprimand, suspension or discharge is administered.

- | | |
|------------------------|---------------------------|
| 1. Oral Reprimand | Notice to Steward |
| 2. Written Reprimand | Notice to Steward & Union |
| 3. Suspension | Notice to Steward & Union |
| 4. Removal & Discharge | Notice to Steward & Union |

(b) The employee shall have the right to request a steward at any time disciplinary action may be imposed. A matter which may lead to discipline shall not be discussed until a steward is present unless the parties agree to discuss it further. All disciplinary actions shall be subject to the grievance procedure or the employee may seek other legal remedies as may be available to him upon the employee's election through state or federal law.

(c) The Employer agrees that upon imposing any discipline excepting the oral reprimand the Union Steward or appropriate Union representative will be notified within three (3) working days in writing by the appropriate supervisor of the action taken. The employees shall be given a copy of all disciplinary action and a copy shall be placed in his personnel file. A notation of oral reprimand by date and subject only and signed by the employee may be placed in the employee's personnel file provided the employee may write his version of the incident.

(d) Should it be necessary to reprimand an employee, the Employer shall attempt to give the reprimand in a way that will not cause embarrassment for the employee before other employees, the public or juvenile residents of the facility.

(e) Employees may review their personnel file during administrative office hours in accordance with state law.

(f) The Employer shall meet with the Union and the employee disciplined within five (5) working days of the disciplinary action if the employee or the Union so requests.

(g) In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously unless such prior infraction involves an intentional falsification of his employment application which has not been formerly disclosed in writing to his Employer.

ARTICLE 7
SENIORITY AND PROBATION

SECTION 1: New employees upon completion of satisfactory probation, shall acquire seniority which will date back to the date of hire into the Juvenile Center. When the employee acquires seniority, his name shall be placed on the seniority list, in the order of his seniority preference and a separate list shall be maintained as to full time employees and part time employees.

In the event the part time employee status is changed to full time, the Employee's name shall be placed, with date of transfer, to the bottom of the full time seniority list. In the event an employee is returned to part time status his seniority in both his part time and full time employment shall count in determining his part time seniority. In the event this employee is transferred back to full time employment, his full time employment only, shall count in his full time employment seniority.

An up-to-date seniority list shall be furnished to the Union every six (6) months.

An employee shall lose his seniority for the following reasons:

- (a) If the employee resigns or retires;
- (b) If the employee is discharged, and not reinstated;
- (c) If the employee is absent from work for two working days, without properly notifying the Employer, unless a satisfactory reason is given;
- (d) If the employee does not return to work at the end of an approved leave;
- (e) If the employee does not return to work when recalled from a layoff;

SECTION 2: Seniority shall be on a classification basis only, and in accordance with the employee's last date of hire.

SECTION 3: Probationary Period - Full time employees are required to satisfactorily complete a ninety (90) day probationary period. Part time employees are required to satisfactorily complete a one hundred and twenty (120) day probationary period. That probationary period of a full time employee may be extended an additional thirty (30) days, for part time

employees at the discretion of the Employer. Work performance may be evaluated periodically. Probationary employees are to be classified in accordance with the provisions specified in the Employees Classification and Pay Plan. Probation is a trial period which provides the opportunity to become accustomed to the work and to prove abilities on the job. At the same time, it provides the Court and the Superintendent the opportunity of further appraising employee abilities. During the probationary period, the probationary employee may be released at any time without recourse except as otherwise by law specifically provided.

SECTION 4: Transfers and Promotions - In the event of a vacancy in an existing position in work covered by this Agreement, notice of such vacancy shall be posted in a conspicuous place in the Unit for a minimal period of five (5) working days. During this five (5) day period any employee then employed in the Bargaining Unit shall have the right to make application for transfer to that position, in which application he may set forth his qualifications, including his Seniority in the Bargaining Unit; said application shall be filed with the Superintendent of the facility and forwarded on to the Judge of Probate.

SECTION 5: The transfer and promotion of employees within the unit shall be subject to the following provision in accordance with the labor agreement. In advancement of employees to higher rated, non-supervisory jobs when ability, merit and capacity of quality and quantity of work are equal, employees with longer seniority will have preference.

ARTICLE 8

LAYOFF, RECALL AND TRANSFERS

SECTION 1: The word layoff means a reduction in the work force due to reasons of lack of work, lack of funds, or the elimination of a position.

SECTION 2: Notice to Union - In the event it becomes necessary for a layoff, the employer shall meet with the proper Union representative at least three (3) weeks prior to the effective date of the layoff, when such prior notice is reasonably possible. At such meeting the Employer shall submit a list of the number of employees scheduled for layoffs, their names, seniority job titles and work location. At this meeting the Employer will make known to the Union the reason for the layoff.

SECTION 3: Notice of Layoff - Employees to be laid off will receive at least fourteen (14) calendar days advance notice of layoff. The Steward will receive notice at the same time the employee receives notice.

SECTION 4: Order of Layoff - If and when it becomes necessary for the Employer to reduce the number of employees in the work force, the employees within the classification affected, will be laid off in reverse seniority order, based on minimal qualifications provided in the job description.

SECTION 5: An employee who is scheduled for layoff but who has sufficient Juvenile Center seniority and the necessary qualifications may displace another less senior employee in another classification provided, the classification is at the same or at a lower rate of pay. Classification

shall mean job title and not the program the employee is assigned. The Employer shall layoff the employee with the least amount of departmental seniority provided the remaining employees are qualified to perform the remaining work. The layoff shall be executed in such a way that the least number of employees shall be displaced.

SECTION 6: Recall Procedure - When the working force is increased after a layoff, the last employee laid off within a classification shall be the first employee recalled within the classification within the Bargaining Unit. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit. In proper cases exceptions may be made with the consent of the employer.

ARTICLE 9
ACT OF GOD

SECTION 1: In the event of a natural or man-made disaster or emergency, the Chairman of the Board of Commissioners or the presiding Judge may declare the same and authorize the pay of those employees unable to report to work. Any employee who reports to work shall receive compensatory time and straight pay for the work performed.

SECTION 2: In the event of a natural or man-made disaster or emergency any member or members of the Bargaining Unit are sent home from work or are advised not to report to work for reason other than for discipline by the Court, those employees shall receive their full day's pay for that day. Scheduling to provide adequate staff for facility efficiency shall not constitute a natural or man-made disaster or emergency.

ARTICLE 10
VETERANS

SECTION 1: The re-employment rights of employees and probationary employees who are veterans will be subject to State or Federal Laws.

SECTION 2: Employees who are members of the National Guard or any Reserve Unit of the Armed Forces shall have their rights and obligations guaranteed by applicable State or Federal Law.

ARTICLE 11
MANAGEMENT RESPONSIBILITY

SECTION 1: The Probate Judge hereby reserves and retains unto himself all his rights, powers, authorities, duties and responsibilities conferred upon and vested in the judiciary by the laws, statutes, the Constitution of the State of Michigan and the Constitution of the United States and the inherent power of the judiciary. Except as specifically limited by the provisions of this Agreement, the right to hire, promote, discharge or discipline, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer. In addition, the work schedules, methods and means of department operation are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this Agreement.

SECTION 2: The Union acknowledges the practice of following the provisions of the Facility Manual, prescribing in detail the Standards of Operation prescribed for the orderly and required management of the facility. It is further understood that these standards and procedures as determined by the Court and at other times as required by Federal and State Laws and regulations, may from time to time be revised for immediate implementation. Employees must conform to the provisions of said manual including the required health and physical examinations. Be it provided that the facility manual shall be restricted in application to policy provisions that do not add to nor take away from the expressed or implied provisions of this Collective Bargaining Agreement as identified in Schedule "A". Should the provision of the facility manual be in conflict with the labor agreement, the labor agreement shall prevail.

SECTION 3: Be it further provided that any changes in the facility manual subsequent to the signing of this labor agreement which can affect the wages, benefits and/or working conditions and conditions of employment will be a proper subject for a special conference. Upon failure of such special conference to resolve the matter, the Union shall have thirty (30) days from the date of the conference to appeal to mediation through the MERC and its rules.

ARTICLE 12
WORK WEEK

SECTION 1: The work day or shift shall consist of eight (8) hours. The work week of a full time employee shall consist of forty (40) hours in a scheduled work week. Be it provided that a part time employee may be regularly scheduled to work fewer than eight (8) hours as a work day or shift.

SECTION 2: An employee scheduled to work eight (8) hours shall be entitled to a thirty (30) minute lunch period in accordance with the past practice.

SECTION 3: An employee may take "coffee breaks" in accordance with the present practice, recognizing that such "coffee breaks" shall not interfere with the proper performance of such employees assigned work; it is further agreed that such "coffee breaks" shall be taken in the area designated by the Employer.

SECTION 4: Regular full time employees shall be entitled to compensatory time off in lieu of overtime pay; in the event that the scheduling for the compensatory time off cannot be arranged within the pay period it is earned, the employee will be paid overtime pay as provided by the St. Clair County Board of Commissioners.

SECTION 5: For purposes of application of this Agreement, the following definitions are provided:

- A. Weekend Shift - Working hours which commence on Friday at 11:00 PM and proceed through and cease on Sunday at 11:00 PM.
- B. Full Time - Regularly scheduled to work forty (40) hours a work week.
- C. Part Time - Regularly scheduled to work less than forty (40) hours a work week.

SECTION 6: The Court shall exclusively determine the schedule of any employee in accordance with all provisions of this Agreement.

SECTION 7: In order to maintain the efficiency and security of the facility, and to recognize the needs of employees the Court shall schedule in accordance with the following considerations:

- A. Weekend shift work shall be assigned by lowest seniority to the fullest extent possible, both in terms of the number and start of the shift(s).
- B. Days off may not be consecutive nor are weekends off guaranteed but whenever possible the more senior employees will be entitled to consecutive days and/or weekends off duty.
- C. Permanent Switching of shifts by mutual consent. Two or more employees who mutually desire and consent to a permanent switching of shift assignments may make such requests at any time of the year for consideration by the Superintendent. Such requests, if approved, may take immediate effect.

ARTICLE 13
BULLETIN BOARD

The Employer shall assign appropriate space on bulletin boards which shall be used by the Union for posting notices, bearing the written approval of the Union Local Chapter Chairman, which shall be restricted to:

- a. Notices of Union recreational and social affairs;
- b. Notices of Union elections;
- c. Notices of Union appointments and results of Union elections;
- d. Notices of Union meetings;
- e. Other notices of bona fide Union affairs, which are not political or libelous in nature.

ARTICLE 14
HEALTH, LIFE AND DENTAL INSURANCE

SECTION 1: Each full time employee and their eligible dependents shall be eligible to participate in the following Blue Cross/Blue Shield MVF-1, Comprehensive Plan with the following riders:

D45NM - TB and Nervous and Mental Expense Benefits
SAT - 2 - Substance Abuse Programs
Medicare 2 - 1 - Medicare Complimentary Coverage
FC - Family Continuation
SD - Sponsored Dependent
COE - Coordination of Benefits
\$2.00 Co-Pay - Prescription Drug Rider
Master Medical Option 3

- a. The premium cost of such coverage shall be borne 100% by the County.

- b. Employees hired prior to the implementation date of this Agreement who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after the implementation date of this Agreement shall pay 50% of the rider premium costs and the County shall pay 50% of the premium costs.
- c. Employees hired prior to the implementation date of this Agreement with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 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. Employee premium cost shall be paid by way of payroll deduction.

SECTION 2: All full time employees with no less than one (1) year of service shall be eligible for dental insurance effective upon the County's earliest implementation date as follows:

- a. Such coverage shall be that commonly referred to as the Plan 100 50/50.
- b. The employee who chooses to participate shall have one (1) year of continuous full time employment with the County.
- c. Effective January 1, 1990 full time employees shall be eligible for Class III - Orthodontia benefit with a one thousand and five hundred dollar (\$1500.00) life time maximum per individual.

SECTION 3: The Employer shall provide each full time employee with life insurance in the amount of \$20,000.

SECTION 4: On an approved leave of absence without pay, the employee may continue premium payment within the provision of the insurance policy, or forfeit insurance coverage.

SECTION 5: The County shall have authority to determine the insurance carrier provided that exact coverage can be provided.

ARTICLE 15
SICK DAYS

SECTION 1: Full time employees shall accumulate sick days to be used for days lost to illness or as otherwise provided herein.

SECTION 2: Sick days shall accrue at the rate of one (1) per month for the first sixty (60) months of full time continuous service.

SECTION 3: Commencing the sixty-first (61st) month two (2) sick days per month shall accrue.

SECTION 4: Sick days shall accrue to a maximum of one hundred and twenty (120) days.

SECTION 5: An employee shall be eligible to use sick days after completion of six (6) months of continuous full time service.

SECTION 6: An employee shall not be paid for more sick days than have been accrued.

SECTION 7: Sick days may be used for absences other than illness to the employee if approved by the designated divisional superintendent or supervisor as follows:

- (a) Serious or critical illness to a member of the immediate family not to exceed ten (10) sick days. Nothing will prevent the Superintendent from extending the number of sick days based on the severity of individual cases.
- (b) Death to a member of the immediate family as determined by the divisional Superintendent or Supervisor not to exceed five (5) days. Nothing will prevent the Superintendent from extending the number of sick days based on the severity of individual cases.
- (c) Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

SECTION 8: Proof of death or illness to an employee's immediate family may be required before payment of sick days is made.

SECTION 9: An employee who exhibits questionable attendance shall be subject to a "proof required status". Questionable attendance shall mean a pattern to absences or frequent absences beyond two (2) days in a thirty (30) day period or six (6) days in a ninety (90) day period. An employee who has provided appropriate verification of a medical condition prohibiting them from working shall not be considered to be on "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician or other bonafide medical professional 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 Superintendent may choose not to place an employee on proof required status if circumstances warrant.

- a. Not to include approved non-sick days, such as bereavement days.
- b. Not to include worker's compensation.

SECTION 10: Sick days shall be taken in place of normally scheduled work days excluding holidays when authorized by the Superintendent or designee. Sick days shall be counted as days worked.

SECTION 11: Sick days shall not accrue on a leave of absence without pay.

SECTION 12: Any sick leave with pay must be approved by the Superintendent, and a Physician's certificate of the employees inability to work or ability to return to work may be required by the Superintendent; when an employee finds it necessary to be absent for any reason, he shall

cause the facts to be reported to his department as soon as possible, and where a relief employee is required, such report must be made before the hour to report to work. Failure to do so may be cause for denial of sick leave with pay for the period of absence and such other disciplinary action as may be reasonable.

SECTION 13: Upon termination, retirement or death the employee or beneficiary shall be entitled to receive compensation for unused accrued sick days as follows:

<u>Months of Full Time Service</u>	<u>Percentage of Days</u>
13 to 24	20%
25 to 36	30%
37 to 48	40%
49 +	50%

SECTION 14: Employees may convert sick days to vacation days to a maximum of six (6) converted vacation days a year effective upon the execution date of this Agreement, in accordance with the following restrictions:

- a. The employee shall have a balance of eighty (80) sick days to be eligible to convert sick days.
- b. Sick days shall convert on a basis of two (2) sick days to one (1) vacation day.
- c. Sick days shall only be converted to whole and not fractional vacation days.
- d. Sick days in excess of the maximum accrual of 120 sick days shall be automatically converted to vacation days on the same basis as provided herein except that the six (6) day maximum shall not apply to the excess sick days.

ARTICLE 16
OVERTIME

SECTION 1: Time and one-half: All hours worked by employees in excess of eight (8) consecutive hours in any one work day or consecutive hours in excess of eight (8) hours which span two (2) work days or of forty (40) hours in any work week shall be paid at the rate of time and one-half the regular hourly base rate but not both.

SECTION 2: Sunday work: Employees who for reason of emergency as determined by the Employer are called upon to work Sunday, although not normally scheduled to work Sunday shall be paid at time and a half the regular hourly base rate, provided the Employer cannot give the employee sixteen (16) or more hours notice prior to the time to report to work but in accordance with Section 1. Time and one-half.

SECTION 3: Call in time: Employees who shall be called in to work or scheduled to work at a time not normal or regular to their schedule shall be guaranteed no less than two (2) hours pay at the rate appropriately provided herein. To be eligible for call in time pay the employee must actually work any portion of two (2) hours.

SECTION 4: Holidays: Employees who are required to work a holiday shall be compensated as provided in Article 17 - Holidays; Sections 5 and 6.

SECTION 5: Equalization: The Employer shall make every effort to equalize overtime among those employees qualified to perform such work as is required and by seniority.

SECTION 6: Compensatory Time: The Employer shall not be prohibited from utilizing compensatory time in lieu of overtime pay as provided in sentence one of this article. Be it provided however, that utilization of compensatory time shall be at the mutual agreement and convenience of the Employer and employee, as provided in Article 12 - Work Week.

SECTION 7: The holiday shall be celebrated starting at 11:00 PM prior to the calendar holiday and proceed 24 consecutive hours and cease at 11:00 PM the calendar day of the holiday.

SECTION 8: Scheduling - The Union recognizes the propriety and necessity of the employment of full time and part time employees, both of which are certified employees of the Bargaining Unit, and in addition thereto, the use of so-called stand-by personnel.

The Union further recognizes that by reason of the fact that the residents of the facilities are children of both sexes, that management has both a moral and legal responsibility to promote the best interests of the residents.

Accordingly it is agreed, as follows:

- a. The scheduling of substitute employees shall be within the sole discretion of the employer. However, in scheduling of substitute workers, employees will so far as practicable fill in the open slots as follows:
 1. By the use of part-time employees on a seniority basis in an effort to equalize hours until employees reach 32 hours of work in that week, recognizing the sex consideration.
 2. By the use of full time employees on a seniority basis, recognizing the sex consideration.
- b. In scheduling substitute workers part time and standby, employees will not be required to be used when such would:
 1. Result in less than two full time employees staffing a child care shift.

2. In the judgment of the Superintendent jeopardize the efficient operation of the Juvenile Center.
3. It is recognized that no substitutes are required to be used to fill vacant shifts when, in the judgement of the Superintendent, they are not needed.

SECTION 9: An employee assigned to function as an acting shift supervisor shall be compensated with one and one-half (1 1/2) additional hours of pay

ARTICLE 17
HOLIDAYS

SECTION 1: Full time employees shall be eligible for holidays as provided herein. The following holidays are intended to be those holidays established by the Michigan Supreme Court. Should the Michigan Supreme Court or the St. Clair County Probate Court change the following schedule in any way, that amended holiday schedule shall prevail and apply:

	<u>Actual Date to be Celebrated</u>
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 of May
Independence Day	July 4
Labor Day	First Monday of September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	
Christmas Eve	December 24 (when Christmas falls on Tuesday, Wednesday, Thursday or Friday)
Christmas Day	December 25
New Year's Eve	December 31 (when New Year's Day falls on Tuesday, Wednesday, Thursday or Friday)

SECTION 2: To be eligible for a holiday an employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless authorized the day off.

SECTION 3: All employees regularly scheduled to work on a holiday are required to work unless an absence has been approved by the Employer.

SECTION 4: A paid holiday shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

SECTION 5: Full time employees shall, at the employee's option, be compensated for work performed on a holiday.

Option 1 - The employee shall be compensated at two and one-half (2 1/2) times the base hourly rate.

Option 2 - The employee shall be compensated at one and one-half (1 1/2) times the base hourly rate and granted an hour for hour vacation credit.

Be it provided that:

- (a) The employee shall indicate their choice of option to the Superintendent or designee within the pay period the holiday occurs according to the time frame established to report payroll information.
- (b) Vacation days acquired from holidays shall be used August 31 each year as earned and credited or the days shall be paid. In other words, the day(s) shall not accrue beyond August 31.
- (c) An employee who fails to indicate an option shall be compensated according to Option 1.
- (d) Holidays which occur on an employees day off shall be credited with an hour for hour vacation credit and shall be subject to all the provisions herein.

SECTION 6: Part time employees who work a holiday shall be compensated at a rate of one and a half (1 1/2) times their hourly rate for all time worked on a holiday. Part time employees who work New Year's Day, Thanksgiving Day and/or Christmas Day shall be compensated at a rate of two (2) times their hourly rate for all hours worked on a holiday.

SECTION 7: Part time employees that do not work a holiday shall not be entitled to holiday pay.

SECTION 8: The holiday shall be on a calendar day starting at 11:00 PM, proceed for 24 consecutive hours and cease at 11:00 PM.

ARTICLE 18
VACATION

SECTION 1: After one (1) year of continuous full time employment, employees shall be eligible for vacation. Vacation shall be computed from the anniversary date of the beginning of full time employment as of the last date of hire.

SECTION 2: Each full time employee shall be entitled vacation in accordance with the following schedule:

<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

SECTION 3: The employee may accumulate vacation days up to, but no more than thirty five (35) days, provided that no less than five (5) days must be utilized each and every anniversary year or such days shall be forfeited.

SECTION 4: The employee shall not be entitled to use more than the number of vacation days which have been earned.

SECTION 5: Scheduling of vacation will be worked out between the Superintendent and the employee at a time mutually agreeable to the Employer and the employee in such manner that no shortage in staff results and where reasonably possible, giving preference to seniority as to choice of time on vacations, although vacations will be granted on a first come, first served basis.

SECTION 6: The employee, upon termination or retirement, shall be paid for all earned vacation days, up to but not greater than thirty five (35) days, upon the next regular pay day after termination or retirement, if possible but not later than on the following regular pay day.

SECTION 7: Paid holidays occurring during a paid vacation shall not be charged as vacation but as holiday.

SECTION 8: A vacation day shall be counted as a day worked.

ARTICLE 19
LEAVES OF ABSENCE

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

- a. Maternity leave
- b. Illness leave (physical or mental)

SECTION 2: Leave 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.
- b. Educational purposes, when job-related. Be it provided, however, that any such leave shall be consistent with meeting the operating needs of the department.

SECTION 3: All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician when requested by the Employer. In all cases of illness, extending beyond seven (7) calendar days, a statement by the attending physician shall be furnished each seven (7) calendar days of the illness, evidencing the inability of the employee to return to normal work duties.

SECTION 4: The Employer may require the employee on leave due to an illness to submit to an examination by a physician chosen by the Employer, provided the charges by the physician are paid by the Employer.

SECTION 5: The requirements of Sections 3 and 4 may be waived by the Employer, but such waivers shall not form the basis for submitting a grievance when such waiver is not granted. In no case shall an employee be granted a leave of absence for a period of time greater than their accrued seniority.

SECTION 6: An employee shall not be entitled to return to work from a leave due to illness without medical verification of recovery from the attending physician and may be subject to Section 4.

SECTION 7: Extensions of a leave of absence shall be at no more than one (1) month intervals and not to exceed twelve (12) extensions or one (1) year, whichever is greater.

SECTION 8: Request of an extension shall be made in writing to the Superintendent no less than five (5) working days prior to the expiration date of the leave.

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

SECTION 10: Failure to report to work on the next scheduled work day after a leave of absence expires shall result in the immediate discharge unless extenuating circumstances can be demonstrated and shall not be subject to the grievance procedure.

SECTION 11: Leaves of absence with pay for any short term educational training which will benefit the Employer may be authorized by the Department Head.

SECTION 12: Employees elected to any permanent full time Union office or selected by the Union to do work which takes them from their employment with the Court, shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the written request of the Union.

ARTICLE 20
WORKER'S COMPENSATION

SECTION 1: All employees shall be subject to the St. Clair County's Worker's Compensation plan, the terms and conditions of which are described herein.

SECTION 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 Personnel Office.

SECTION 3: In the event of an alleged injury, the Supervisor shall immediately contact the Personnel Office.

SECTION 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.

SECTION 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 extent of their accrued sick days.

SECTION 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.

SECTION 7: 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 4 the total Worker's Compensation paid 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 21

MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT

SECTION 1: Employees who use their personal vehicles on business required by the County or the Probate Court shall be reimbursed at the maximum non-taxable rate allowable by the U.S. Department of Internal Revenue.

SECTION 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 22

SERVICE RECOGNITION

SECTION 1: The Employer shall recognize years of continuous full time service by providing a percentage of base salary according to the following formula, but not to exceed the maximum payment:

<u>Years of Service</u>	<u>% of Base Salary</u>	<u>Maximum Payment</u>
5 - 9	2%	\$ 500
10 - 14	4%	\$1,000
15 - 19	6%	\$1,500
20 - 24	8%	\$2,000
25 +	10%	\$2,500

SECTION 2: Full time employees who satisfy the minimal requirement each year shall be paid a single lump sum in the first pay period following their anniversary.

ARTICLE 23
RETIREMENT BENEFIT

SECTION 1: All full time employees on their date of hire shall become members of the St. Clair County Employees Retirement Plan.

SECTION 2: Employees shall have a percentage of their gross pay deducted for retirement benefits as specified in the Employees Retirement Plan. The Employer shall contribute to the employees retirement program as specified in the Employees Retirement Plan.

SECTION 3: Employees who terminate their employment prior to eligibility for retirement, may withdraw the amount they contributed plus interest. Contributions withdrawn from the plan prior to retirement shall result in termination of all benefit from the plan.

SECTION 4: Employees shall be eligible to participate in the Deferred Compensation program for as long as the County provides the program in accordance with the plan provisions.

ARTICLE 24
UNEMPLOYMENT COMPENSATION

The Employer shall cooperate toward the prompt settlement of unemployment claims which are due and owing. The Employer shall determine the plan to provide benefits as established by applicable laws and regulations.

ARTICLE 25
EDUCATIONAL REIMBURSEMENT

SECTION 1: Full time 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.

SECTION 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.

SECTION 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 Chief Probate Judge 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 Section 4. Chief Probate Judge 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.

SECTION 4: Reimbursement shall not exceed \$500.00 per course deductible from accrued sick days. Sick days shall be deducted at the rate of half the value of the sick day to the course cost. In other words, the Employer shall have deducted from the employee's accrued sick days two (2) times the number of sick days equal in cost to the amount of reimbursement. Any fraction of a sick day shall be computed as a full sick day.

SECTION 5: An employee shall have at least one year of full time service with the Court to be eligible for consideration.

SECTION 6: 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 course expenditures or discipline including discharge or both.

ARTICLE 26
JURY DUTY, SUBPOENA AND WITNESS FEE

SECTION 1: An employee who is called to perform jury duty shall inform the Employer immediately.

SECTION 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.

SECTION 3: Time spent on jury shall not be deducted from sick days or vacation days, nor adversely effect any fringe benefits.

SECTION 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.

SECTION 5: Employees who are subpoenaed to produce records or to act as a witness shall continue to receive their normal pay when employment related.

SECTION 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 27
WAGES

Effective January 1, 1989 - 2%

		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>18 MTHS</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Chief Cook	HR	\$8.28	8.45	8.61		8.94	9.25	
	AN	17,222	17,576	17,909		18,595	19,240	
Cook	HR	\$7.00	7.13	7.25		7.52	7.79	
	AN	14,560	14,830	15,080		15,642	16,203	
Custodian II	HR	\$7.76	7.89	8.06		8.34	8.67	
	AN	16,141	16,411	16,765		17,347	18,034	
Sr. Maintenance Worker	HR	\$9.25	9.39	9.60		9.98	10.37	
	AN	19,240	19,531	19,968		20,758	21,570	
Transportation Officer	HR	\$9.46	9.66	9.85		10.24	10.65	
	AN	19,677	20,093	20,488		21,299	22,152	
Child Care Worker II	HR	\$9.05	9.24	9.40		9.76	10.17	10.58
	AN	18,824	19,219	19,552		20,301	21,154	22,006
PART TIME HRLY		\$6.33						

Effective July 1, 1989 - 2%

		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>18 MTHS</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Chief Cook	HR	\$8.45	8.61	8.78		9.11	9.44	
	AN	17,576	17,909	18,262		18,949	19,635	
Cook	HR	\$7.14	7.27	7.40		7.67	7.95	
	AN	14,851	15,122	15,392		15,954	16,536	
Custodian II	HR	\$7.92	8.05	8.22		8.51	8.84	
	AN	16,474	16,744	17,098		17,701	18,387	
Sr. Maintenance Worker	HR	\$9.44	9.58	9.79		10.18	10.58	
	AN	19,635	19,926	20,363		21,174	22,006	
Transportation Officer	HR	\$9.64	9.85	10.05		10.45	10.86	
	AN	20,051	20,488	20,904		21,736	22,589	
Child Care Worker II	HR	\$9.23	9.43	9.59		9.96	10.37	10.79
	AN	19,198	19,614	19,947		20,717	21,570	22,443
PART TIME HRLY		\$6.33			\$6.38			

ARTICLE 27
WAGES

Effective January 1, 1990 - 2%

		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>18 MTHS</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 Y</u>
Chief Cook	HR	\$8.62	8.79	8.96		9.30	9.63	
	AN	17,930	18,283	18,637		19,344	20,030	
Cook	HR	\$7.28	7.42	7.55		7.82	8.11	
	AN	15,142	15,434	15,704		16,266	16,869	
Custodian II	HR	\$8.08	8.21	8.38		8.68	9.02	
	AN	16,806	17,077	17,430		18,054	18,762	
Sr. Maintenance Worker	HR	\$9.63	9.77	9.99		10.38	10.79	
	AN	20,030	20,322	20,779		21,590	22,443	
Transportation Officer	HR	\$9.84	10.05	10.25		10.66	11.08	
	AN	20,467	20,904	21,320		22,173	23,046	
Child Care Worker II	HR	\$9.41	9.62	9.78		10.16	10.58	11
	AN	19,573	20,010	20,342		21,133	22,006	22,
PART TIME HRLY		\$6.33			6.63			

Effective July 1, 1990 - 2%

		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>18 MTHS</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 Y</u>
Chief Cook	HR	\$8.79	8.96	9.14		9.48	9.82	
	AN	18,283	18,637	19,011		19,718	20,426	
Cook	HR	\$7.43	7.57	7.70		7.98	8.27	
	AN	15,454	15,746	16,016		16,598	17,202	
Custodian II	HR	\$8.24	8.38	8.55		8.85	9.20	
	AN	17,139	17,430	17,784		18,408	19,136	
Sr. Maintenance Worker	HR	\$9.82	9.97	10.19		10.59	11.01	
	AN	20,426	20,738	21,195		22,027	22,901	
Transportation Officer	HR	\$10.03	10.25	10.46		10.87	11.30	
	AN	20,862	21,320	21,757		22,610	23,504	
Child Care Worker II	HR	\$9.60	9.81	9.98		10.36	10.79	11
	AN	19,968	20,405	20,758		21,549	22,443	23,
PART TIME HRLY		\$6.33			6.63			

ARTICLE 27
WAGES

Effective January 1, 1991 - 2%

		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>18 MTHS</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Chief Cook	HR	\$8.97	9.14	9.32		9.67	10.01	
	AN	18,658	19,011	19,386		20,114	20,821	
Cook	HR	\$7.57	7.72	7.85		8.14	8.44	
	AN	15,746	16,058	16,328		16,931	17,555	
Custodian II	HR	\$8.40	8.55	8.72		9.03	9.38	
	AN	17,472	17,784	18,138		18,782	19,510	
Sr. Maintenance Worker	HR	\$10.01	10.17	10.39		10.80	11.23	
	AN	20,821	21,154	21,611		22,464	23,358	
Transportation Officer	HR	\$10.23	10.46	10.67		11.08	11.53	
	AN	21,278	21,757	22,194		23,046	23,982	
Child Care Worker II	HR	\$9.79	10.00	10.18		10.57	11.01	11.45
	AN	20,363	20,800	21,174		21,986	22,901	23,816
PART TIME HRLY		\$6.33			6.63		6.93	

Effective July 1, 1991 - 2%

		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>18 MTHS</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Chief Cook	HR	\$9.15	9.32	9.50		9.87	10.21	
	AN	19,032	19,386	19,760		20,530	21,237	
Cook	HR	\$7.73	7.87	8.01		8.30	8.60	
	AN	16,078	16,370	16,661		17,264	17,888	
Custodian II	HR	\$8.57	8.72	8.90		9.21	9.57	
	AN	17,826	18,138	18,512		19,157	19,906	
Sr. Maintenance Worker	HR	\$10.21	10.37	10.60		11.01	11.45	
	AN	21,237	21,570	22,048		22,901	23,816	
Transportation Officer	HR	\$10.44	10.66	10.88		11.31	11.76	
	AN	21,715	22,173	22,630		23,525	24,461	
Child Care Worker II	HR	\$9.99	10.20	10.38		10.78	11.22	11.68
	AN	20,779	21,216	21,590		22,422	23,338	24,294
PART TIME HRLY		\$6.33			6.63		6.93	

DURATION

This Agreement shall remain in full force and effect until December 31, 1991. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, sixty (60) days prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the County of St. Clair.

The Union recognizes the right and duty of the Probate Court to operate and manage its affairs in accordance with the State of Michigan Constitutional provisions and statutes shall take precedence over any conflicting provisions which might be contained in this Agreement. 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 this Agreement shall not be affected thereby.

The employees covered hereby shall not be subject to termination solely because of a change in Judge.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

EMPLOYER
ST. CLAIR COUNTY PROBATE COURT
JUVENILE DETENTION CENTER

BY: *Lucretia R. Spillars*
CHIEF JUDGE OF PROBATE

BY: *Mary Ann Acciavatte*
CHAIRMAN, BOARD OF COMMISSIONERS

BY: *Marian Sargent*
COUNTY CLERK

UNION
LOCAL UNION NO. 214, AN AFFILIATE
OF THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS OF AMERICA

BY: *Anthony F. Gandy*
BUSINESS AGENT

BY: *Mark J. Pool*
STEWARD

BY: *Roger Dargo*
BARGAINING COMMITTEE MEMBER

BY: _____
BARGAINING COMMITTEE MEMBER

Schedule "A"

NOTE: This listing is not intended as all inclusive and may be amended from time to time as deemed necessary.

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Child Care Worker (Part-Time or Stand-By)

Secretary

Receptionist (Part-Time or Stand-By)

Chief Cook

Cook (Full-Time)

Cook (Part-Time or Stand-By)

Maintenance Repairman

Custodian

Transportation Officer

Treatment Program Director

Treatment Program Child Care Worker



