

12/31/93

A G R E E M E N T

BETWEEN

ST. CLAIR COUNTY BOARD OF COMMISSIONERS,
ST. CLAIR COUNTY PROBATE COURT

AND

ST. CLAIR COUNTY JUVENILE COUNSELORS

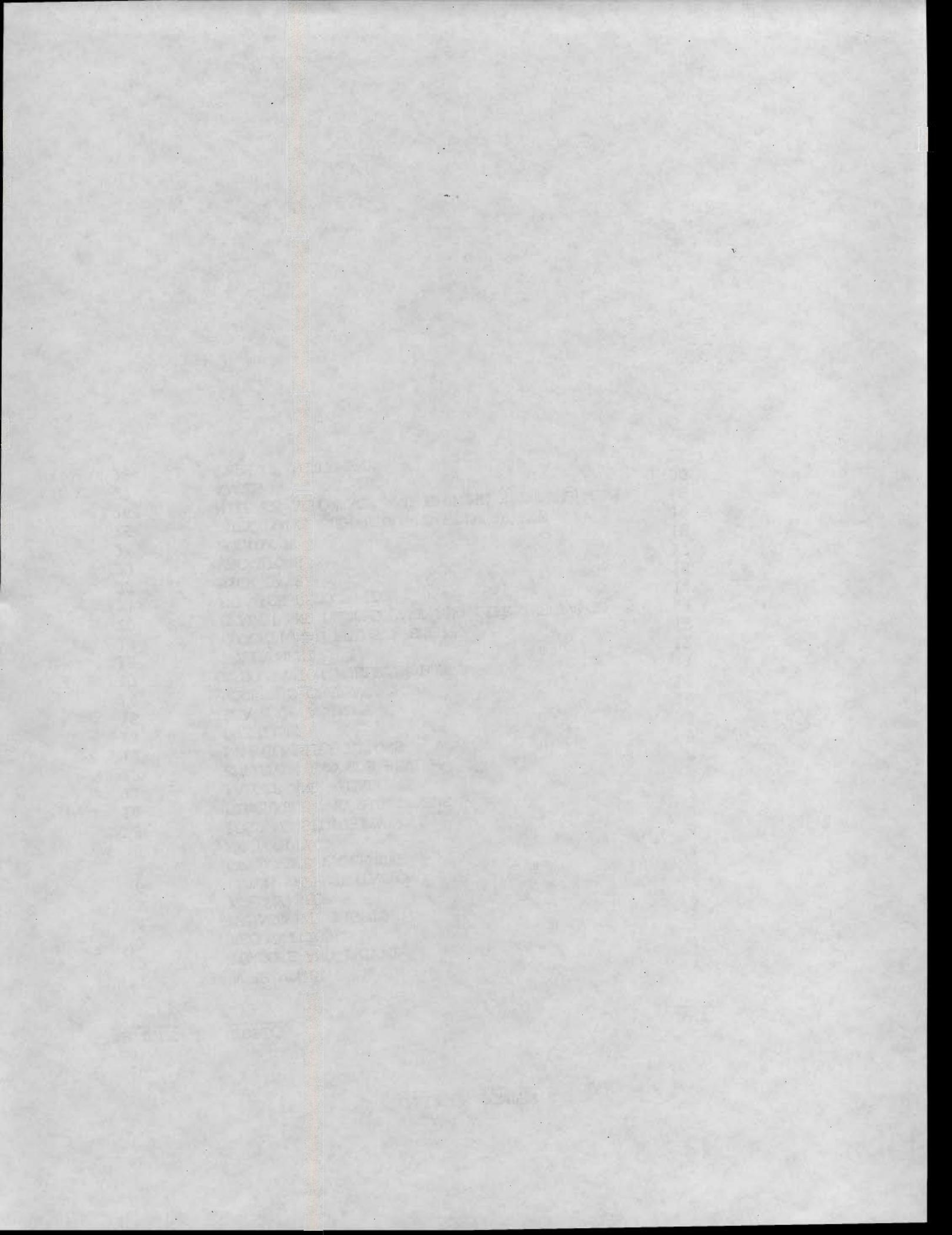
EFFECTIVE JANUARY 1, 1990 THROUGH DECEMBER 31, 1993

St. Clair County



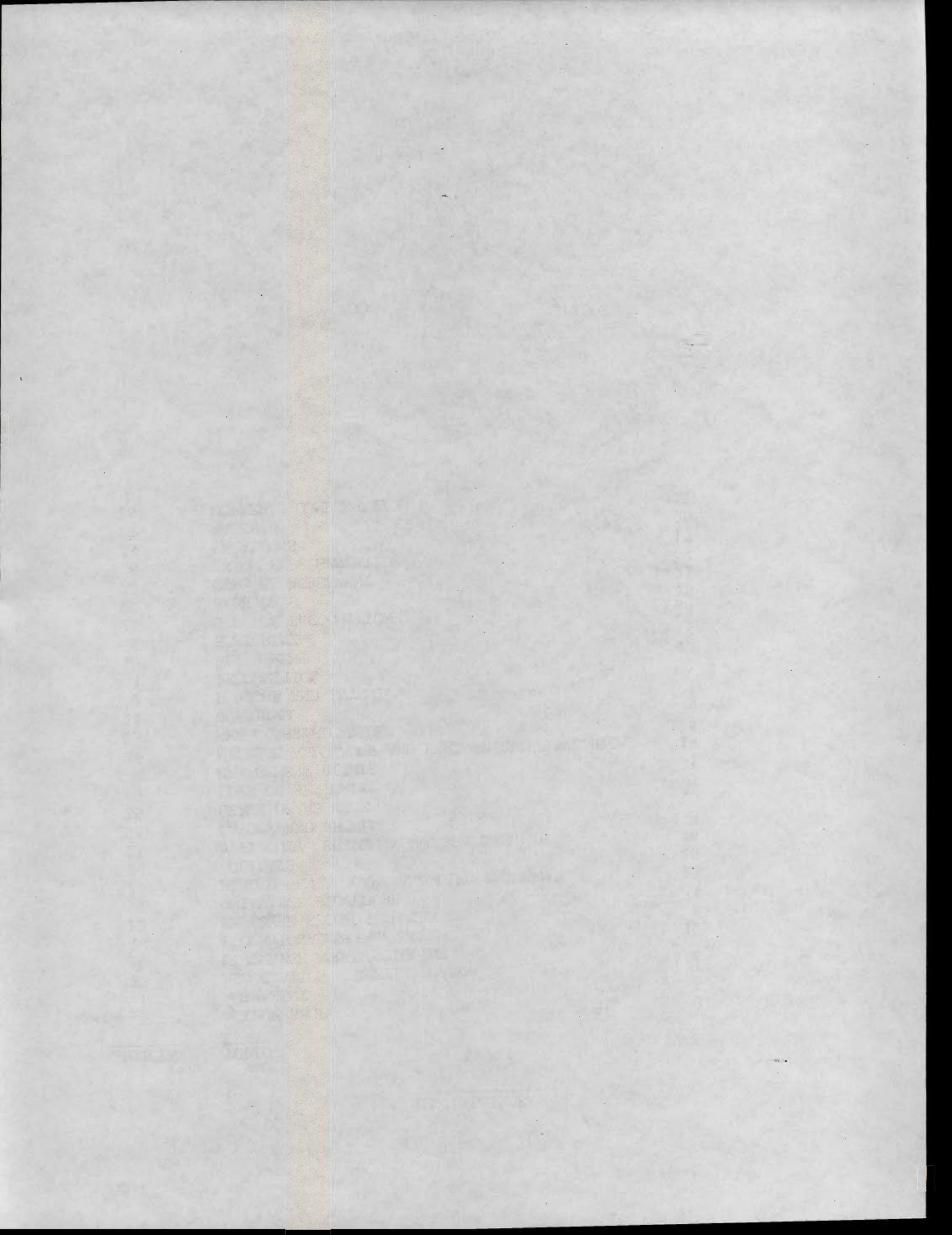
TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
1	AGREEMENT	1
2	PURPOSE AND INTENT	1
3	RECOGNITION	1
4	MANAGEMENT RIGHTS	1
5	AGENCY SHOP	3
6	UNION REPRESENTATION	4
7	GRIEVANCE PROCEDURE	4
8	SENIORITY	6
9	LOSS OF SENIORITY	7
10	DISCHARGE AND DISCIPLINE	7
11	LAYOFF AND RECALL	8
12	EMPLOYEE RECORDS REVIEW	8
13	NEW CLASSIFICATIONS	9
14	OVERTIME	9
15	LEAVE OF ABSENCE	10
16	WORKER'S COMPENSATION	11
17	ASSOCIATION BULLETIN BOARD	11
18	RETIREMENT	12
19	EDUCATIONAL REIMBURSEMENT	12
20	HEALTH AND DENTAL CARE AND LIFE INSURANCE	13
21	SERVICE RECOGNITION	14
22	SICK DAYS	15
23	VACATIONS	17
24	HOLIDAYS	18
25	JURY DUTY, SUBPOENA AND WITNESS FEE	18
26	MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT	19
27	WAGES	20
28	TERM OF AGREEMENT	21



TOPICAL INDEX

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
5	AGENCY SHOP	3
1	AGREEMENT	1
17	ASSOCIATION BULLETIN BOARD	11
10	DISCHARGE AND DISCIPLINE	7
19	EDUCATIONAL REIMBURSEMENT	12
12	EMPLOYEE RECORDS REVIEW	8
7	GRIEVANCE PROCEDURE	4
20	HEALTH DENTAL CARE AND LIFE INSURANCE	13
24	HOLIDAYS	18
25	JURY DUTY, SUBPOENA AND WITNESS FEE	18
11	LAYOFF AND RECALL	8
15	LEAVE OF ABSENCE	10
9	LOSS OF SENIORITY	7
4	MANAGEMENT RIGHTS	1
26	MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT	19
13	NEW CLASSIFICATIONS	9
14	OVERTIME	9
2	PURPOSE AND INTENT	1
3	RECOGNITION	1
18	RETIREMENT	12
8	SENIORITY	6
21	SERVICE RECOGNITION	14
22	SICK DAYS	15
28	TERM OF AGREEMENT	21
6	UNION REPRESENTATION	4
23	VACATIONS	17
27	WAGES	20
16	WORKER'S COMPENSATION	11



ARTICLE 1
AGREEMENT

1.1: This agreement made and entered into this 1st day of January 1990 by and between the Probate Court, St. Clair County, herein termed the Employer, and the St. Clair County Board of Commissioners being the Legislative body of said Employer, and the Juvenile Counselors Association herein termed as the Association.

ARTICLE 2
PURPOSE AND INTENT

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

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

ARTICLE 3
RECOGNITION

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

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

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

ARTICLE 4
MANAGEMENT RIGHTS

4.1: It is recognized that all rights, powers, and duties of their offices inherent therein or otherwise provided by law or Court rule are reserved and retained by the respective Judges of the Probate Court 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 by this contract shall belong solely to the Court in addition to the following, and are hereby provided as illustration only and not by way of limitation:

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

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

5.4: 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 labor agreement and demands that, under the terms of this agreement, the Employer deduct the delinquent representation fees from the collective bargaining unit 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 bargaining unit 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 the 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
UNION REPRESENTATION

6.1: The Association shall be represented to the Employer by no more than two (2) representatives. The names and classifications of these employees shall be communicated in writing to the Probate Court Administrator and Personnel Officer 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 negotiation, grievances or concerns of the membership. No more than two (2) employees may be paid when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Association in all other matters.

6.3: The Employer shall grant a leave of absence not to exceed an accumulative fourteen (14) days a year to bargaining unit members selected for attendance at union conventions or activities. Be it provided, however, that not more than one (1) employee shall be granted leave at any one time and that such leave shall be without pay unless the employee utilizes vacation leave. Be it further provided, that such request shall be made in writing no less than four (4) weeks in advance.

ARTICLE 7
GRIEVANCE PROCEDURE

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

7.2: Step 1.

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

7.3: Step 2.

Non-Economic Grievances

- A. A non-economic grievance shall be considered resolved at Step 1 unless reduced to writing, signed by the aggrieved employee and submitted to the Assistant Juvenile Services Director or designee within ten (10) calendar days of taking the matter up with the Assistant Juvenile Services Director 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 Assistant Juvenile Service Director shall within fifteen (15) work days, schedule a hearing at which time the Grievant and the Association's employee representative and, if determined by the Association, a non-employee Association representative shall be present to present allegations, proofs and remedies. The Assistant Juvenile Service Director 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 Assistant Juvenile Service Director or designees shall issue a written response within ten (10) working days of the conclusion of the hearing.

Economic Grievances

- A. Grievance(s) shall be considered settled at Step 1, unless within five (5) working days after service of the 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) working days of service of the request in (a) above, the Personnel Officer, and Court Administrator will meet with the Grievant(s), the Chairperson and a Union Representative, theretofore, designated as Grievance Representative, and conduct a hearing of the grievance. All parties involved in the grievance at this step may be present.
- C. The Personnel Officer and Court Administrator shall serve their written opinion to the Grievant(s) within ten (10) working days after the hearing.

7.4: 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 seven (7) calendar days of the Step 2 response.
- B. The Probate Court Administrator shall review the Step 2 grievance response and the Association grievance and may call for a meeting of all the parties involved. The meeting shall be scheduled at the earliest date agreeable among the parties. The 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 arbitration within twenty (20) calendar days of the Step 2 response.
- B. The request for arbitration is to be made to either the American Arbitration Association or the Federal Mediation and Conciliation Service and copy sent to the Personnel Officer. The losing party shall pay the cost of the Arbitrator. The decision of the Arbitrator shall be final and binding.
- C. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor shall the Arbitrator be empowered to award damages or establish salary schedules, classifications or grant promotions.

ARTICLE 8
SENIORITY

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

- A. Bargaining unit seniority - The most recent date of full time continuous employment in the bargaining unit.
- B. County seniority - The most recent date of full time continuous employment with St. Clair County and/or the Probate Court and Juvenile Court.

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

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

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

SECTION 9
LOSS OF SENIORITY

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

- A. Quits.
- B. Is discharged and the discharge is not reversed.
- C. The employee is absent for two (2) consecutive working days without notification to the Employer during the two (2) day period. Exceptions may be made by the Employer on proof of good cause that failure to report was beyond the employee's control. After such absence the Employer shall send written notification to the employee at their last known address that they have been discharged, and that they have lost seniority. The grievance procedure shall be available to the employee provided it is commenced in writing within fifteen (15) days following mailing of notice of discharge as herein provided.
- D. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.
- E. Retirement.
- F. Does not return from an approved leave of absence, unless authorized in writing.
- G. Death.

ARTICLE 10
DISCHARGE AND DISCIPLINE

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

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

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

ARTICLE 11
LAYOFF AND RECALL

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

11.2: Layoff shall be affected in the following manner:

- A. Probationary employee(s) shall be terminated prior to initiating a layoff among seniority employee(s).
- B. The employee(s) with the least bargaining unit seniority shall be laid off.

11.3: The most senior laid off employee in the bargaining unit affected shall be recalled.

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

ARTICLE 12
EMPLOYEE RECORDS REVIEW

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

12.2: The employee may inquire into disciplinary actions taken against the employee provided in the 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.

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

12.4: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three years previously unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Employer. The Employer shall not transmit, or otherwise make available to a third party, disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old, except when ordered to do so in a legal action or arbitration.

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

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

ARTICLE 13
NEW CLASSIFICATIONS

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

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

ARTICLE 14
OVERTIME

14.1: It is recognized that as "professional" employees by the definition of the Federal Fair Labor Standards Act bargaining unit members are exempt from mandatory overtime pay. It is with this consideration that employees shall be subject to compensatory time according to the following safeguards and provisions.

14.2: Employees shall be compensated with compensatory time at the rate of time and one-half (1 1/2) for:

- A. Work in excess of seven and one-half (7 1/2) hours a day.
- B. Work in excess of thirty-seven and one-half (37 1/2) hours a week.
- C. The provisions of A and B shall be applied individually and not collectively or compound the amount of compensatory time.
- D. Employees called into work shall be guaranteed a minimum of three (3) hours compensatory time if such call-in does not coincide with the start of a work day.

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

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

14.5: Compensatory time may accrue to a maximum of two hundred and forty (240) hours. Hours shall not be compensated beyond the maximum in any manner.

14.6: Compensatory time shall be scheduled at the mutual convenience of the Supervisor and employee but may be ordered by the Supervisor.

ARTICLE 15
LEAVE OF ABSENCE

15.1: 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.

15.2: 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 a leave shall be consistent with meeting the operating needs of the department.

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

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

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

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

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

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

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

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

ARTICLE 16
WORKER'S COMPENSATION

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

16.2: 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.

16.3: In the event of an alleged injury, the supervisor shall immediately contact the Personnel Office.

16.4: 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.

16.5: 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.

16.6: 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.

16.7: 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 pay.

ARTICLE 17
ASSOCIATION BULLETIN BOARD

17.1: 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 18
RETIREMENT

18.1: The Employer shall continue its present retirement system currently in effect, including availability of Deferred Compensation Program to all employees.

ARTICLE 19
EDUCATIONAL REIMBURSEMENT

19.1: 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.

19.2: 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.

19.3: 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 below. 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.

19.4: Reimbursement shall not exceed \$500.00 per course deductible from accrued sick days. Sick days shall be deducted at the rate of twice the value of the sick day to the course cost. In other words, the employee shall have deducted from their 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.

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

19.6: 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.

19.7: 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 course expenditures or discipline including discharge or both.

ARTICLE 20
HEALTH AND DENTAL CARE, AND LIFE INSURANCE

20.1: Each full time employee shall be eligible to participate the comprehensive medical and hospitalization plan with the following riders:

Hospital Deductible \$150 - Employee/\$250 - Family (Effective 01/01/92)
ML - Laboratory and X-Ray Expense Benefits
D45NM - TB and Nervous and Mental Expense Benefits
SAT-2 - Substance Abuse Programs
Medicare 2 - 1 - Medicare Complimentary Coverage
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$3.00 Co-Pay - Prescription Drug Rider
Master Medical Option 3
Case Management
Precertification
Auto Accident Exclusion

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

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

- a. Employees hired on or after January 1, 1988 shall pay 100% of FC and/or SD riders plan costs.
- b. Employees hired prior to January 1, 1988 who do not enroll dependents on the FC and/or SD riders until after January 1, 1988 shall pay 50% of the rider plan costs and the County shall pay 50% of the plan costs.
- c. Employees hired prior to January 1, 1988 with enrolled dependents shall not pay any of the FC and/or SD riders plan 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 plan cost shall be paid by way of payroll deduction.
- e. Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:

- * \$1350.00 - Family Plan Subscriber
- * \$1100.00 - Two Person Subscriber
- * \$ 650.00 - One Person Subscriber

Payment shall be made in equal semi-annual installments in January and July. The employee may elect the compensation through deferred compensation. The employee shall have sole responsibility to apply for deferred compensation which shall be consistent with all terms and conditions of deferred compensation.

20.2: All employee plan costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The plan cost(s) shall be paid in equal or near equal installments the first two (2) pay periods of each month.

20.3: The Employer shall provide full time employees who choose to participate the following dental plan:

- a. Effective the earliest date following implementation, coverage shall be that commonly referred to as the plan 100 50/50.
- b. The employee who chooses to participate shall have one year of continuous full time employment with the County to be eligible to participate.
- c. Full time employee eligible for dental coverage shall also be entitled to orthodontia benefits with a \$1500 life time maximum per individual.

20.4: A full time employee shall be eligible for life insurance in the amount of \$30,000.

20.5: 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.

20.6: An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in plan costs. The Employer will notify new employees of all plan benefits upon hire and further advise employees of open enrollment periods and procedure to apply for and modify plan benefits.

20.7: 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.

ARTICLE 21 SERVICE RECOGNITION

21.1: Full time employees shall be eligible for a lump sum payment in recognition of their years of continual service shall be paid based on the following schedule:

Maximum payment shall not exceed the following:

<u>Years of Service</u>	<u>% of Base Salary</u>	<u>Maximum Payment</u>
5 - 9	2%	\$ 600
10 - 14	4%	\$1,200
15 - 19	6%	\$1,800
20 - 24	8%	\$2,400
25+	10%	\$3,000

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

21.3: Effective December 31, 1989 employees who receive state salary subsidy shall be entitled to service recognition on the subsidy as well as the County portion provided the combined payment does not exceed the maximum amount provided in 21.1:.

ARTICLE 22
SICK DAYS

22.1: Full time employees shall be entitled to accumulate sick days as provided herein.

22.2: Sick days may accumulate to a maximum of one hundred twenty (120) days.

22.3: Sick days shall accumulate at the rate of one (1) day a month for each month of active employment for the first sixty (60) months of employment.

22.4: Commencing the sixty-first (61st) month, sick days shall accrue at the rate of two (2) days a month for each month of active employment.

22.5: Accrual credits and deductions shall be made each month upon the employee's anniversary.

22.6: Sick days used shall be deducted from the accrued reserve. An employee shall not be paid for more days than have been accrued nor prior to credit of days.

22.7: An employee shall not be eligible to use sick days until completion of six (6) months of employment.

22.8: Sick days may be used as follows when approved by the supervisor:

- A. Illness to the employee (physical or mental).
- B. Serious illness to the spouse, spouse's parent, parent or child.
- C. Death to a member of the immediate family.

22.9: In the event of a serious illness to 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.

22.10: In the event of a death to 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.

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

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

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

22.14: An employee on an approved leave of absence using sick days shall be subject to all the provisions of Article 15 - Leave of Absence.

22.15: When the employee is unable to report to work, the employee shall promptly notify their supervisor or be subject to discipline.

22.16: Upon death of employee, that portion of the unused sick days shall be paid to the formula provided in Section 22.18. If the employee has no beneficiary, payment shall be made to the employees estate.

22.17: Upon retirement of the employee, the portion of the unused sick days shall be paid according to the formula provided in Section 22.18.

22.18: Upon termination as provided the employee shall be entitled to payment for unused sick days according to the following formula to a maximum of one hundred and twenty (120) accrued days:

<u>Months of Employment</u>	<u>% of Accumulation</u>
0 - 12	0%
13 - 24	20%
25 - 36	30%
37 - 48	40%
49 or more	50%

22.19: 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.

22.20: An employee who is absent for three (3) consecutive sick days shall provide a physician's statement verifying disability, if requested by the Employer.

22.21: Employees may convert sick days to vacation days with a maximum of six (6) converted vacation days per year with the following restrictions.

Upon completing conversion, the employee must have a balance of no less than five (5) sick days.

Converted vacation days are subject to all the provisions of this Article.

Conversion shall be according to the following schedule based upon departmental seniority.

<u>MONTHS OF SENIORITY</u>	<u>SICK DAYS</u>	<u>VACATION DAYS</u>
13 to 24	5	convert to 1
25 to 36	4	convert to 1
37 to 48	3	convert to 1
49 or more	2	convert to 1

Sick days may only be converted to whole and not fractional vacation days in accordance with the preceding schedule.

ARTICLE 23
VACATIONS

23.1: Full-time employees shall be entitled to vacation according to the following schedule:

<u>Years of Service</u>	<u>Days</u>
1 - 2	10
3 - 4	12
5 - 9	15
10 - 14	17
15 - 19	20
20 - 24	22
25 +	25

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

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

23.4 An employee shall be entitled to carry forward from the previous years accrual as many days that when added to the anniversary credit does not exceed thirty-five (35) days. In other words, an employee shall not be entitled to maintain an accrual of more than thirty-five (35) days at any time.

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

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

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

ARTICLE 24

HOLIDAYS

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

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

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

ARTICLE 25

JURY DUTY, SUBPOENA AND WITNESS FEE

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

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

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

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

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

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

ARTICLE 26
MILEAGE ALLOWANCE
AND EXPENSE REIMBURSEMENT

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

26.2: Court approved expenses for out-of County lodging and meals shall be reimbursed to the employee when attendance is at employment related activities, in accordance with the following schedule:

A. Overnight Lodging Meal Rate

\$5.25 Breakfast

\$8.00 Lunch

\$12.00 Dinner

B. Daily Meal Rate

\$4.00 Breakfast

\$6.00 Lunch

\$12.00 Dinner

ARTICLE 27
WAGES

EFFECTIVE JANUARY 1, 1990

<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
\$21,172	22,018	22,898	23,813	24,764	25,758
<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>	
\$26,528	27,323	28,143	28,986	30,271	

EFFECTIVE JANUARY 1, 1991

<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
\$22,019	22,899	23,814	24,766	25,755	26,788
<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>	
\$27,589	28,416	29,269	30,146	31,638	

EFFECTIVE JANUARY 1, 1992

<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
\$22,900	23,815	24,767	25,757	26,785	27,860
<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>	
\$28,693	29,533	30,440	31,352	32,903	

EFFECTIVE JANUARY 1, 1993

<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
\$23,816	24,768	25,758	26,787	27,856	28,974
<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>	
\$29,841	30,714	31,658	32,606	34,219	

ARTICLE 28
TERM OF AGREEMENT

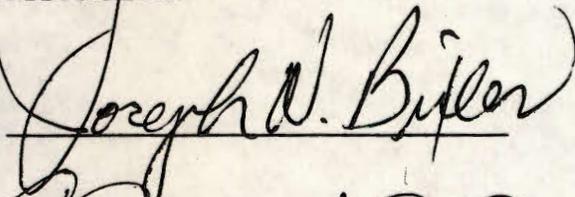
28.1: This agreement shall be in effect and become operative on January 1, 1990 and shall continue in operation and effect through December 31, 1993. If either party hereto desires to terminate, modify or amend this agreement it shall, at least ninety (90) days prior to December 31, 1993, give notice in writing to the Employer or to the Association as the case may be of its intention to modify or terminate this agreement. If neither party shall give notice to terminate, change or modify this Agreement as provided, the agreement shall continue in operation and effect after December 31, 1993 subject to termination or modification, thereafter by either party upon ten (10) days written notice.

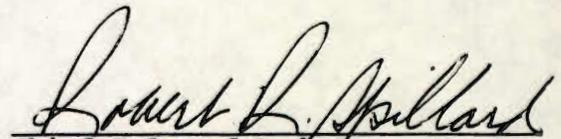
28.2: Should any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency invalidates any portion of this Agreement, the entire agreement shall not be invalidated. Should any portion, by such circumstance as provided above, become invalid, either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

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 1991.

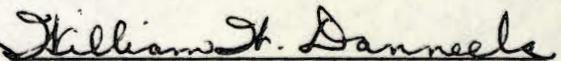
ST. CLAIR COUNTY PROBATE
AND JUVENILE CASE WORKERS
ASSOCIATION

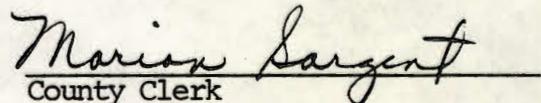
THE COUNTY OF ST. CLAIR,
MICHIGAN




Chief Judge of Probate




Chairman, Board of Commissioners


County Clerk

