

AGREEMENT

BETWEEN

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

ST. CLAIR COUNTY

AND

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

JANUARY 1, 2004 THROUGH DECEMBER 31, 2007

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ARTICLE 1
AGREEMENT

1.1: This Agreement made and entered into this 1st day of January, 2004 by and between the 31st. Judicial Circuit Court - Family Division, St. Clair County, herein termed the Employer, and the St. Clair County Board of Commissioners being the Legislative body of said Employer, and the St. Clair County Circuit Court - Family Division Supervisors Association herein termed as the Association.

ARTICLE 2
PURPOSE AND INTENT

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

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

ARTICLE 3
RECOGNITION

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

Juvenile Detention Center Superintendent/Day Treatment Night Watch Program Superintendent
Juvenile Detention Center Assistant Superintendent
Day Treatment Night Watch Program Assistant Director
Assistant Director of Juvenile Services
Probate Registrar/Referee
Juvenile Registrar
Treatment/Training Coordinator

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.

ARTICLE 4
MANAGEMENT RIGHTS

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

herein shall belong solely to the Court in addition to the following, and are hereby provided as illustration only and not by way of limitation:

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

ARTICLE 5
AGENCY SHOP

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

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

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

Employer will deduct Association fees or representation fees each pay period as per such authorization and shall remit to the Association any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

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

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

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

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

ARTICLE 6
ASSOCIATION REPRESENTATION

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

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

ARTICLE 7
GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

ARTICLE 8
SENIORITY

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

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

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

ARTICLE 9
LOSS OF SENIORITY

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

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

ARTICLE 10
DISCHARGE AND DISCIPLINE

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

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

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

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

ARTICLE 11
EMPLOYEE RECORDS REVIEW

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

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

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

ARTICLE 12
NEW CLASSIFICATIONS

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

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

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

ARTICLE 13
WORKING HOURS

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

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

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

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

ARTICLE 14
LEAVE OF ABSENCE

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

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

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

14.2: An employee may be entitled to a leave of absence under the Family and

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

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

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

14.5: All leaves based upon illness, 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.

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

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

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

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

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

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

ARTICLE 15
WORKER'S COMPENSATION

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

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

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

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

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

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

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

ARTICLE 16
ASSOCIATION BULLETIN BOARD

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

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

ARTICLE 17
RETIREMENT

17.1: All full time regular employees shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan.

17.2: The County shall determine the level of funding necessary to assure and maintain the financial stability of the system, provided that the employee's contribution shall not exceed five (5%) percent.

17.3: 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 benefits from the Plan.

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

<u>Years of Service</u>	<u>Annual Multiplier</u>
1 through 10	1.75%
11 through 19	2.00%
20 through 24	2.00%
25 and above	2.40%

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

17.5: A retiring employee shall be eligible to participate in the health care program established by the retirement plan upon attaining twenty (20) years of service. Employees with twenty (20) or more years shall not be required to pay the premium for basic coverage.

17.6: An employee shall be eligible for early retirement when the combination of years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) years of actual service. Years of actual service shall mean that period of time employed and contributing to the St. Clair County Employees Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

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

- a. Overtime,
- b. Compensatory time payoff,
- c. Sick day accrual payoff upon separation from employment for any reason.

ARTICLE 18
EDUCATIONAL REIMBURSEMENT

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

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

18.3: Approval of the request for reimbursement shall be contingent upon available funding, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The presiding Circuit Court Judge of the Family Division shall have the right to approve or deny a request for reimbursement

for all or part of any tuition, fees, and/or supplies as provided in 18.4. Presiding Circuit Court Judge of the Family Division approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. The request shall be considered to be denied in the absence of written approval.

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

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

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

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

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

19.1: Each regularly scheduled full time employee shall be eligible to participate in the Blue Cross/Blue Shield (BC/BS) Community Blue Option 2 Plan with the following features that are not inclusive of all benefits:

Core Annual Deductible:

\$100 – Employee

\$200 – Family

Annual Co-Pays: 90%/10% (BC/BS pays 90% of all approved charges.)

Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Services):

\$ 600 – Employee

\$1,200 - Family

\$15 Office Visit Co-Pay

Prescription Drugs:

\$10.00 Generic Prescription Drugs

\$20.00 Brand Name Prescription Drugs

MOPD – Mail Order Prescription Drugs

\$250 Maximum Annual In Network Preventative Health Care Services

VCA 80 - Vision Care

HCA – Hearing Care

FC – Family Continuation

SD – Sponsored Dependent

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

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

- a. Employees hired on or after January 1, 1986 shall pay 100% of FC, SD, and/or Medicare 2-1 riders plan costs.
- b. Employees hired prior to January 1, 1986 who do not enroll dependents on the FC, SD and/or Medicare 2-1 riders until after February 24, 1988 shall pay 50% of the rider plan costs and the County shall pay 50% of the rider plan costs.
- c. Employees hired prior to January 1, 1986 with enrolled dependents shall not pay any of the FC, SD and/or Medicare 2-1 riders plan costs. Be it provided, however, that enrollment changes on or after February 24, 1988 shall be subject to the preceding subsection b.
- d. Employee premium cost shall be paid by way of payroll deduction.

19.2: Full time employees shall be entitled to select any one of the following options in place of the core Plan.

A. Option I - Buy Up Community Blue Plan 1

- \$ 750.00 – Single
- \$1,250.00 – Two Person Plan
- \$1,500.00 – Family Plan

B. OPTION III

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

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

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

19.3: In the event federal or state legislation is enacted that affects either the benefit design or the cost of providing health care, the parties shall meet and if necessary, bargain to a mutually satisfactory resolution.

19.4: 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.

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

A. CORE PLAN

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

B. OPTION I

- * \$200 to a flexible reimbursement account.

C. OPTION II

- * \$150 Cash Rebate.

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

<u>SALARY</u>	<u>LIFE INSURANCE AMOUNT</u>
Less than \$35,000	\$40,000
\$35,000 to \$39,999	\$45,000
\$40,000 or more	\$50,000

A. OPTION I

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

B. OPTION II

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

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

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

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

19.10: Full time employees shall be entitled to contribute pretax dollars to a flexible spending account for uninsured health care and/or dependent care, in accordance

with the policy established by the County and the plan administrator.

ARTICLE 20
SERVICE RECOGNITION

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

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

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

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

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

ARTICLE 21
SICK DAYS AND DISABILITY INSURANCE

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

21.2: Full time employees shall be entitled to accrue sick days to a maximum of thirty (30) days.

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

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

21.5: The supervisor may require proof of serious illness or death prior to approval of any sick day use. Employees who attempt to use or use sick days for reasons

other than provided herein shall be subject to discipline.

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

21.7: An employee who uses six (6) days in a ninety (90) day period, without a statement from their attending physician indicating the nature of their illness shall be on a "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. An employee shall be on proof required status for ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall be subject to discipline. The Court Administrator or designee may choose not to place the employee on proof required status if the employee has not exhibited a questionable attendance pattern during the preceding one (1) year.

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

21.9: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. Compensation shall commence the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation shall be for a period of five (5) years. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's retirement plan, social security and/or Worker's Compensation.

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

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

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

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

premium cost.

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

21.13: In the event of an unpaid leave of absence the employee is eligible to purchase health care coverage from the date the leave is unpaid. Be it provided the employee shall be required to pay fifty percent (50%) of the premium cost determined by the County and shall be entitled to purchase health care coverage for a period not to exceed six (6) months.

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

A. CORE PLAN

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

B. OPTION I

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

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

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

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

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

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

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

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

Months of Service

12 to 24

% of Accrual

20%

25 to 36	30%
37 to 48	40%
49 to 60	50%
61 to 72	60%
73 to 84	70%
85 or more	80%

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

ARTICLE 22
VACATIONS

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

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

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

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

22.4: An employee shall be entitled to carry forward from the previous years accrual as many days that when added to the anniversary credit does not exceed 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.

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

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

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

ARTICLE 23
HOLIDAYS

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

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

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

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

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

ARTICLE 24
JURY DUTY, SUBPOENA AND WITNESS FEES

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

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

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

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

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

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

ARTICLE 25
MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT

25.1: Employees who use their personnel vehicles on business required by the

County shall be reimbursed at the maximum non-taxable rate allowable by the US Department of Internal Revenue Service.

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

ARTICLE 26
EMPLOYEE LIABILITY

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

ARTICLE 27 - WAGES

<u>3% Effective January 1, 2004</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Assistant Director of Juvenile Services	\$53,422	54,346	55,290	57,213	59,211	61,292
Day Treatment Program Assistant Superintendent	\$41,986	42,756	43,574	45,213	46,914	48,686
Juvenile Center Assistant Superintendent	\$41,986	42,756	43,574	45,213	46,914	48,686
Juvenile Center Superintendent	\$50,591	51,573	52,569	54,608	56,732	58,941
Juvenile Center/ Day Treatment Program Superintendent	\$55,791	56,837	57,884	59,977	62,070	64,163
Treatment/Training Coordinator	\$40,855	41,581	42,339	43,869	45,456	47,113
Juvenile Registrar	\$30,730	31,335	31,951	33,208	34,513	35,869
Probate Register/Referee	\$55,054	56,018	57,002	58,993	61,058	63,196
<u>2.5% Effective January 1, 2005</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Assistant Director of Juvenile Services	\$54,758	55,705	56,672	58,643	60,691	62,824
Day Treatment Program Assistant Superintendent	\$43,036	43,825	44,663	46,343	48,087	49,903
Juvenile Center Assistant Superintendent	\$43,036	43,825	44,663	46,343	48,087	49,903
Juvenile Center Superintendent	\$51,856	52,862	53,883	55,973	58,150	60,415
Juvenile Center/ Day Treatment Program Superintendent	\$57,186	58,258	59,331	61,476	63,622	65,767
Treatment/Training Coordinator	\$41,876	42,621	43,397	44,966	46,592	48,291
Juvenile Registrar	\$31,498	32,118	32,750	34,038	35,376	36,766
Probate Register/Referee	\$56,430	57,418	58,427	60,468	62,584	64,776
<u>2.5% Effective January 1, 2006</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Assistant Director of Juvenile Services	\$56,126	57,098	58,089	60,109	62,208	64,395
Day Treatment Program Assistant Superintendent	\$44,115	44,920	45,780	47,502	49,289	51,151
Juvenile Center Assistant Superintendent	\$44,115	44,920	45,780	47,502	49,289	51,151
Juvenile Center Superintendent	\$53,150	54,184	55,230	57,373	59,604	61,925
Juvenile Center/ Day Treatment Program Superintendent	\$58,615	59,714	60,814	63,013	65,212	67,411
Treatment/Training Coordinator	\$42,923	43,686	44,482	46,090	47,757	49,498
Juvenile Registrar	\$32,285	32,921	33,569	34,889	36,260	37,685
Probate Register/Referee	\$57,841	58,854	59,888	61,980	64,149	66,395

January 1, 2007 – The Association may request a meeting with representatives of the Court and County to bargain a mutually acceptable wage for the 2007 calendar year. The Association request, if forthcoming, shall be made in writing no more than ninety (90) calendar days prior to December 31, 2006. The parties are agreed that the 2007 calendar year wage shall be the only topic of bargaining unless otherwise mutually agreed by the parties.

ARTICLE 28
TERM OF AGREEMENT

28.1: This Agreement shall be in force from the date of execution as evidenced by the signatures of the parties below through and including December 31, 2007.

28.2: It shall be the exclusive responsibility, authority and prerogative of the Association to notify the Employer of its desire to amend or modify this Agreement. Such notice shall be made in writing to the Presiding Circuit Court Judge of the Family Division with a copy to the County Administrator/Controller within the period of October 1, 2007 through and including December 31, 2007 or the Association shall be considered to have decertified and the parties shall be prohibited from collective bargaining.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2005.

FOR THE ASSOCIATION

THE COUNTY OF ST. CLAIR
MICHIGAN

31st Circuit Court Family
Division Chief Judge

Chairperson, St. Clair County Board of
Commissioners

County Clerk

LETTER OF UNDERSTANDING
REGARDING
ASSISTANT DIRECTOR OF JUVENILE SERVICES

The St. Clair County Circuit Court – Family Division, the County of St. Clair and the Circuit Court – Family Division Supervisors Associations, hereby establish and agree regarding the annual base compensation of Curt Leahy (hereafter the Employee), Assistant Director of Juvenile Services (hereafter the Position).

1. Effective January 1, 2004 and through the duration of this collective bargaining agreement the Employee shall be entitled to the annual base compensation of \$65,767, contingent upon continued employment in the Position.

2. The Employee shall be entitled to compensation from Service Recognition, which shall be in additions to the \$65,767, in accordance with the method and manner set forth in Article 20 – Service Recognition.

For the Association

For the Court and County

Date: _____

Date: _____