

A G R E E M E N T

BETWEEN

**31ST JUDICIAL CIRCUIT COURT
FAMILY DIVISION
ST. CLAIR COUNTY BOARD OF COMMISSIONERS**

AND

**ST. CLAIR COUNTY JUVENILE COUNSELORS
ASSOCIATION**

JANUARY 1, 2005 THROUGH DECEMBER 31, 2006

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ARTICLE 1
AGREEMENT

1.1: This Agreement made and entered into this 1st day of January, 2005 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 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 31st Judicial Circuit Court, Family Division and the 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, and 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 this 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 Family and Juvenile Court, except only as expressly abridged in this Agreement. The control of its properties, and the maintenance of order and efficiency are 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 Family and Juvenile Court.

- B. Further, it is recognized that the responsibility and prerogatives of the management of the Family 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 Circuit Court Family Division 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 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 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 the 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 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 that 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 two (2) 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 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 two (2) days a year to bargaining unit members selected for attendance at Union/Association conventions or activities. Be it provide, however, that not more than two (2) employees shall be granted leave at any one time and that such leave shall be without loss of pay. Be it further provided, that such request shall be made in writing no less than four (4) weeks in advance. Any days needed in excess of the two (2) described above shall be without pay unless the employee utilizes vacation or sick days. Requests for days in excess of two (2) 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 Human Resources Director 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 the 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 specific economic grievance alleging violation of this Agreement shall, within fifteen (15) calendar days of the occurrence, take the matter up with the Human Resources Director or designee in an effort to resolve the matter. The Association shall advise the Human Resources 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 provisions of the Agreement violated and the remedy requested to resolve the non-economic grievance.
- B. The Assistant Juvenile Services Director shall, within fifteen (15) working 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 Services Director or designee 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 Services Director or designee 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 Human Resources Director, and the Family Division Administrator, the Grievant(s) serve upon the Human Resources Director 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 Human Resources Director and Family Division Administrator will meet with the Grievant(s), the Chairperson and a Union/Association Representative, theretofore designated as Grievance Representative, and conduct a hearing of the grievance. All parties involved in the grievance at this Step may be present.
- C. The Human Resources Director and Family Division Administrator shall serve their written opinion to the Grievant(s) within ten (10) working days after the hearing.

7.4: Step 3

Non-Economic Grievances

- A. A non-economic grievance shall be considered settled at Step 2 unless submitted to the Family Division Administrator within seven (7) calendar days of the Step 2 response.
- B. The Family Division 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 Family Division 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 Family Division Administrator shall be final and binding.

Economic Grievances

- 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 a copy sent to the Human Resources Director. 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 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

31st. Circuit Court Family Division 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 names 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.

ARTICLE 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 that 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 this 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 that occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of an employment application that has not been formerly disclosed in writing to the Employer.

10.4: The employee shall be provided a disciplinary notice at the time discipline is administered.

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

ARTICLE 12
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 Employer's 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 documents 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 that occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of their employment application that 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. Disciplinary notices four (4) years old or older will be sealed in an envelope and marked "Confidential Discipline" in the personnel folder. The employee will be notified should the envelope be opened or released as a result of a subpoena or other legal action.

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: Employees shall be compensated with overtime pay or compensatory time at the rate of time and one-half (1 1/2) at the discretion of the Court 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.
- 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 workday.

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

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

14.4: Compensatory time may accrue to a maximum of two hundred and forty (240) hours, or as may be otherwise provided by the Fair Labor Standards Act.

14.5: 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: 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 Court and County.

15.3: 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.

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

15.5: 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.

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

15.7: 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.

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

15.9: 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.

15.10: 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.

15.11: 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 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 Human Resources Department.

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

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

18.2: The County shall determine the level of funding necessary to assure and maintain the financial stability of the system.

18.3: 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.

18.4: 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 seventy-five percent (75%).

18.5: 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.

18.6: 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.

18.7: Effective January 1, 1997, retirement shall be computed

on the base salary only and shall not include compensation from:

- a. Overtime or compensatory time payoff.
- b. Vacation accrual payoff upon separation from employment for any reason.
- c. Sick day accrual payoff upon separation from employment for any reason.

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 Family Court 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 Family Court 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 five hundred (\$500.00) dollars per course. Reimbursement shall be provided only upon obtaining a passing grade.

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.

ARTICLE 20
HEALTH, LIFE AND DENTAL CARE

20.1: Each full time employee shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 2

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)

\$ 600.00 Employee
\$1,200.00 Family

\$15.00 Office Visit Co-Pay

Prescription Drug Rider

\$10.00 Generic Prescription Drugs
\$20.00 Brand Name Prescription Drugs

MOPD - Mail Order Prescription Drugs

\$250 Maximum Annual In Network Preventative Services

VCA 80 - Vision Rider

HCA - Hearing Care

FC - Dependent Eligibility

SD - Sponsored Dependent

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

The Employer shall pay the total premium cost of the core benefit with the following exceptions.

- a. Employees hired on or after January 1, 1988 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 rider 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.

20.2: Full time employees eligible shall be entitled to select no more than one of the following options in the place of the core plan.

A. OPTION I - BUY UP COMMUNITY BLUE PLAN 1

All coverages and riders subject to:

No Deductibles

Prescription Drug Rider

\$10.00 Generic Prescription Drugs

\$20.00 Brand Name Prescription Drugs

MOPD - Mail Order Prescription Drugs

\$250 Maximum Annual In Network Preventative Services

VCA 80 - Vision Care

HCA - Hearing Care

\$15.00 Office Visit Co-Pay

No Out-Of-Pocket Maximum Plus Deductible (Excluding Mental Health Care Services)

Annual Employee Cash Cost (Deducted bi-weekly)

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

B. OPTION II - NON-PARTICIPATION COMPENSATION

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

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

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

SECTION 3: The County shall have authority to select the health care provider provided such coverage is substantially equivalent.

SECTION 4: The County shall provide the following core plan and provide the following options. Be it provided that participation is limited to full time regular employees with one year of full time continuous service.

A. CORE PLAN

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

SECTION 5: Full time regular employees shall be eligible for the core life insurance of \$25,000 or any of the other options as follows:

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

SECTION 6: In order to acquire and maintain benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the insurance carrier.

SECTION 7: An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs.

SECTION 8: On an approved leave of absence without pay, the employee may continue premium payment consistent with the terms of applicable laws.

ARTICLE 21
SERVICE RECOGNITION

21.1: Full time employees hired prior to February 7, 1994 shall be eligible for a lump sum payment in recognition of their years of continual service. 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:.

21.4: 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.

21.5: 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 22
SICK DAYS AND DISABILITY INSURANCE

22.1: 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.

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

22.3: 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.

22.4: 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, stepparent, brother, sister, spouse,

child, stepchild, grandparent, grandchild, or immediate family of the spouse according to the preceding definition.

22.5: 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.

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

22.7: 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.

22.8: 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.

22.9: 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, and/or social security.

22.10: 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.

22.11: The disabled employee shall not be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability.

22.12: 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.

22.13: The employee shall be entitled to select either of the following options to the core 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.

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

22.15 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.

22.16: 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.

22.17: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 15 - Leave of Absence.

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

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

22.20: Employees subject another sick day policy other than that which is provided herein, shall upon entry into this unit be compensated for sick day accruals as follows:

- A. The employee shall retain accrued sick days to a maximum of thirty (30) days.
- B. The employee shall be paid off at a rate of fifty (50%) percent of the remaining value of the sick days.

ARTICLE 23
VACATIONS

23.1: Effective January 1, 1997, full time employees shall be entitled to vacation according to the following schedule:

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

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 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 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 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 PAY

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 affect 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 2
WAGES

January 1, 2005 – 2.5%

| <u>START</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> | <u>5 YEAR</u> | <u>6 YEAR</u> | <u>7 YEAR</u> |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| \$37,274 | \$38,762 | \$40,316 | \$41,523 | \$41,987 | \$44,040 | \$45,371 | \$47,615 |

January 1, 2006 – 2.5%

| <u>START</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> | <u>5 YEAR</u> | <u>6 YEAR</u> | <u>7 YEAR</u> |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| \$38,206 | \$39,731 | \$41,324 | \$42,561 | \$43,037 | \$45,141 | \$46,505 | \$48,806 |

January 1, 2007 – Wage Reopener

The Association may request a meeting with representatives of the Court 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 effect and become operative on January 1, 2005, and shall continue in operation and effect through December 31, 2007. If either party hereto desires to terminate, modify or amend this Agreement it shall, at least ninety (90) days prior to December 31, 2007, 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, 2007 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 _____, 2005

ST. CLAIR COUNTY JUVENILE
COUNSELORS 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
ARTICLE 18 - RETIREMENT**

The 31st Circuit Court Family Division of the County of St. Clair, the County of St. Clair and the Juvenile Counselors Association agree and acknowledge the following current and former bargaining unit members to have voluntarily elected to participate in the Retirement Plan in effect prior to February 7, 1994, hereafter known as the old retirement plan.

Joseph Bixler
Mary J. Hart
Janet Mastry
Jill Merchant
Mary Jean Reid
Stacy Williams
Lisa Wolanin

FOR THE ASSOCIATION

FOR THE COURT/COUNTY

DATE: _____

DATE: _____