

AGREEMENT BETWEEN
THE 31ST JUDICIAL CIRCUIT COURT FAMILY DIVISION
AND
THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS
AND
THE EMPLOYEES OF
JUVENILE DETENTION CENTER - TPOAM

JANUARY 1, 2007
THROUGH
DECEMBER 31, 2011

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A G R E E M E N T

PREAMBLE

THIS AGREEMENT, made and entered into this 1st. day of January, 2007 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, party of the first part and TECHNICAL, PROFESSIONAL, OFFICE WORKERS ASSOCIATION OF MICHIGAN (TPOAM), party of the second part, hereinafter called the "UNION".

PURPOSE AND INTENT

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

ARTICLE 1 **RECOGNITION**

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

"All employees of the St. Clair County Juvenile Center including Juvenile Detention Worker, Juvenile Treatment Worker, and Transportation Officer, but excluding the Custodian, Teachers, Supervisory, Mental Health Therapist, standby, and confidential employee presently identified as Secretary."

Case No. R76E 255

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

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

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

The Employer will not lockout any employees of the Bargaining Unit during the term of this Agreement.

ARTICLE 2
UNION SECURITY AND DUES DEDUCTION

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

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

SECTION 3: Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Union. Each employee Union member hereby authorizes the Union and the County without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement to provide this check-off service without charge to the Union.

SECTION 4: All employees in the Bargaining Unit who choose not to become members of the Union, shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, each month, a service fee in an amount as determined by the Union which shall be limited to the cost of negotiation and administration of this Agreement and the representation of such employees. For present certified employees, such payments shall commence on the effective date of this Agreement, and for new employees, the payment shall commence with the first pay period following thirty (30) days of hire.

SECTION 5: Monthly agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

SECTION 6: The Union shall indemnify, defend, and save the 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 County for the purposes of complying with the provisions of this Article. It is further agreed that no employee shall have any claim against the County for any deductions made or not made, as the case may be, except that the County shall be responsible to provide the Union with dues or service fees deducted from the employee's pay. In no case shall the County be responsible to pay the employee an amount equal to dues or service fees which may or may not have been deducted and paid to the Union.

ARTICLE 3
UNION REPRESENTATION

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

SECTION 2: The Employer recognizes the right of the Union to designate two (2) Stewards and two (2) alternates from the seniority list of the Juvenile Center. In so far as the Juvenile Center is comprised of the Detention and Treatment Divisions, a steward and alternate shall be appointed to each division.

SECTION 3: A Steward, or alternate steward, will be permitted to leave their workstation, after obtaining approval of the Superintendent or Assistant Superintendent and recording their time, for the purpose of adjusting grievances in accordance with the Grievance Procedure and for reporting to the Grievant a change in status of a grievance. Permission for the Steward or alternate to leave their workstation will not be unreasonably withheld. The Steward or alternate will report their time to the Superintendent or Assistant Superintendent upon returning from a grievance discussion.

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

ARTICLE 4
SPECIAL CONFERENCES

SECTION 1: Special conferences for important matters not normally subject to the Grievance Procedure, such as any anticipated changes in working conditions expressed by this Agreement, will be arranged between the Union and the Employer or a designated representative upon the request of either party, which request shall be in writing and shall specifically recite the subject matter to be discussed.

SECTION 2: Special conferences shall be scheduled within thirty (30) days after the request is made unless otherwise agreed.

ARTICLE 5
GRIEVANCE PROCEDURE

SECTION 1: A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. In cases involving discipline or discharge, a grievance may be made as to matter of fact of just cause. Any grievance not conforming to the provisions of this paragraph shall be denied. Employee(s), with or without a steward, shall first bring a matter of grievance to the attention of the Juvenile Center Superintendent within twenty (20) calendar days of the alleged occurrence in order to attempt an informal settlement. A grievance that does not specifically apply to salary,

job classification, or a fringe benefit shall be considered non-economic. A grievance that specifically applies to salary, job classification or a fringe benefit shall be considered economic. An economic grievance shall be referred to the Human Resources Director for resolution.

Step 1.

Non-Economic Grievances

- A. An employee having a specified non-economic grievance alleging violation of this Agreement shall within twenty (20) calendar days of the occurrence take the matter up with the Juvenile Center Superintendent or designee in an effort to resolve the matter. The Union shall advise the Juvenile Center Superintendent that discussions represent a Step 1 Hearing or the matter shall not be subject to further advancement through the Grievance Procedure. The Juvenile Center Superintendent shall within ten (10) calendar days of the conclusion of the meeting, issue a written response.

Economic Grievances

- B. An employee having a specified economic grievance alleging violation of this Agreement shall within twenty (20) calendar days of the occurrence take the matter up with the Juvenile Center Superintendent. The Union shall advise the Superintendent who will inform 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.

Step 2.

Non-Economic Grievances

- A. A non-economic grievance shall be considered resolved at Step 1 unless reduced in writing, signed by the aggrieved employee and submitted to the Family Division Administrator or designee within ten (10) calendar days of taking the matter up with the Juvenile Center Superintendent or designee. The written non-economic grievance shall specify the provision of the Agreement violated and the remedy requested to resolve the non-economic grievance.
- B. The Family Division Administrator shall within fifteen (15) calendar days, schedule a hearing at which time the Grievant and the Union's employee representative and, if determined by the Union, the Business Representative shall be present to present allegations, proofs and remedies. The Family Division Administrator 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 Family Division Administrator or designee shall issue a written response within twenty (20) calendar days of the conclusion of the hearing.

Economic Grievances

- A. Grievance(s) shall be considered settled at Step 1 unless, within fifteen (15) days after the verbal response of the Superintendent and/or Human

Resources Director, the Grievant(s) serve(s) upon the Human Resources Director a written request for a hearing. Copy of the written grievance shall be attached to such request.

- B. Within ten (10) calendar days of service of the request in (a) above, the Human Resources Director and Family Division Administrator will meet with the Grievant(s), the Steward and a Union Representative theretofore designated as Grievance Representative, and conduct a hearing of the grievance. All parties involved in the grievance at this step may be present.
- C. The Human Resources Director and Family Division Administrator shall serve their written opinion to the Grievant(s) within ten (10) calendar days after the hearing.

Step 3

- A. In the event the Union is not satisfied with the Step 2 answer given by the Probate Court Administrator or the Human Resources Director, the Union shall be entitled to advance the grievance to binding arbitration. This appeal to arbitration must be made within fifteen (15) calendar days of the response at Step 2.
- B. The Union shall request arbitration through the American Arbitration Association or as otherwise mutually agreed by the parties.
- C. The Arbitrator shall be limited to apply and interpret those articles and sections of this Agreement and shall have powers as hereby limited by application of Section 1 of this Article, after due investigation, to make a decision in cases of alleged violations, misinterpretations or misapplications of a specific article and section of this Agreement.
- D. The expense of the Arbitrator shall be borne solely and completely by the losing party as directed by the arbitrator. All other expenses related to the arbitration proceedings including any expenses incurred by calling witnesses shall be borne by the parties incurring such expenses.
- E. 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 or classifications.
- F. The arbitrator, in rendering a decision, shall give full recognition to the whole of the Agreement as it relates to responsibilities, powers, authority and rights vested with the Employer, except as specifically limited by express provisions of this Agreement.
- G. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration and such decision shall be final and binding on all parties.

ARTICLE 6
DISCHARGE AND SUSPENSION

SECTION 1: In any case where disciplinary action is necessary the following procedure shall be followed, except that nothing in this Section shall prevent the Employer from taking immediate and appropriate disciplinary action up to and including discharge should it be required by the circumstances and for just cause. The Union shall be notified subsequent to when a written reprimand, suspension or discharge is administered.

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

SECTION 2: The employee shall have the right to request a steward at any time disciplinary action may be imposed. A matter that may lead to discipline shall not be discussed until a steward is present unless the parties agree to discuss it further. All disciplinary actions shall be subject to the Grievance Procedure or the employee may seek other legal remedies as may be available upon the employee's election through state or federal law.

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

SECTION 4: Should it be necessary to reprimand an employee, the Employer shall attempt to give the reprimand in a way that will not cause embarrassment for the employee before other employees, the public or juvenile residents of the facility.

SECTION 5: Employees may review their personnel file during administrative office hours in accordance with state law.

SECTION 6: The Employer shall meet with the Union and the disciplined employee within five (5) working days of the disciplinary action if the employee or the Union so requests.

SECTION 7: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions that occurred more than two (2) years previously unless such prior infraction involved an intentional falsification of the employee's employment application that has not been formerly disclosed in writing to the Employer.

ARTICLE 7
SENIORITY AND PROBATION

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

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

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

An employee shall lose seniority for the following reasons:

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

SECTION 2: Seniority shall be in accordance with the employee's last date of hire.

SECTION 3: Probationary Period - Full time employees are required to satisfactorily complete a one hundred and twenty (120) calendar day probationary period. Part time employees are required to satisfactorily complete a one hundred and twenty (120) calendar day probationary period. The part time employee's probation may be extended for an additional sixty (60) calendar days at the discretion of the Employer. Work performance may be evaluated periodically. Probationary employees are to be classified in accordance with the provisions specified in the Employees Classification and Pay Plan. Probation is a trial period that provides the opportunity to become accustomed to the work and to prove abilities on the job. At the same time, it provides the Employer and the Superintendent the opportunity of further appraising employee abilities. During the probationary period, the probationary employee may be released at any time without recourse except as otherwise by law specifically provided.

SECTION 4: Transfers and Promotions - In the event of a vacancy in an existing position in work covered by this Agreement, notice of such vacancy shall be posted in a conspicuous place in the Unit for a minimal period of seven (7) calendar days. During this seven (7) calendar day period, any employee then employed in the Bargaining Unit shall have the right to make application for transfer to that position, in which application the employee shall set forth their qualifications, including seniority in the Bargaining Unit; said application shall be filed with the Superintendent of the facility.

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

ARTICLE 8
LAYOFF, RECALL AND TRANSFERS

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

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

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

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

SECTION 5: An employee who is scheduled for layoff but who has sufficient Juvenile Center seniority and the necessary qualifications may displace another less senior employee in another classification provided, the classification is at the same or at a lower rate of pay. Classification shall mean job title and not the program the employee is assigned. The Employer shall layoff the employee with the least amount of departmental seniority provided the remaining employees are qualified to perform the remaining work. The layoff shall be executed in such a way that the least number of employees shall be displaced.

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

ARTICLE 9
ACT OF GOD

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

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

ARTICLE 10
VETERANS

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

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

ARTICLE 11
MANAGEMENT RESPONSIBILITY

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

SECTION 2: The Union acknowledges the practice of following the provisions of the Facility Manual, prescribing in detail the Standards of Operation prescribed for the orderly and required management of the facility. It is further understood that these standards and procedures as determined by the Employer and at other times as required by Federal and State Laws and regulations, may from time to time be revised for immediate implementation.

Employees must conform to the provisions of said manual including the required health and physical examinations. Be it provided that the facility manual shall be restricted in application to policy provisions that do not add to nor take away from the expressed or implied provisions of this Collective Bargaining Agreement. Should the provision of the Facility Manual be in conflict with the Labor Agreement, the Labor Agreement shall prevail.

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

ARTICLE 12
WORK WEEK

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

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

SECTION 3: The Superintendent shall endeavor to provide an employee with "coffee breaks" one in the first half of the shift and one in the second half of the shift, to be taken in the designated area.

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

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

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

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

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

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

ARTICLE 13 **BULLETIN BOARD**

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

- A. Notices of Union recreational and social affairs;
- B. Notices of Union elections;

- C. Notices of Union appointments and results of Union elections;
- D. Notices of Union meetings;
- E. Other notices of bona fide Union affairs, which are not political or libelous in nature.

ARTICLE 14
HEALTH AND DENTAL CARE AND LIFE INSURANCE

Section 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 (two or more insured members)

Annual Co-Pays

- 90% - Plan Approved Charges
- 10% - Employee

Annual Co-Pays Maximums (plus deductibles)

- \$ 500 – Employee
- \$ 1,000 – Family (two or more insured members)

Office Visit Co-pay - \$15

Prescription Drug Rider Deductibles

- \$15.00 - Generic Prescription Drugs
- \$30.00 - Brand Name Prescription Drugs
- \$45.00 – Non-Preferred Prescription Drugs

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

\$250 Maximum Annual In Network Preventative Services

VCA 80 – Vision Rider

HCA – Hearing Care

FC – Dependent Eligibility

SD – Sponsored Dependent

The Employer shall pay the cost of premiums of full time regular employees with the following exceptions:

- A. Employees hired on or after January 1, 1989 shall pay 100% of FC and/or SD riders premium costs.
- B. Employees hired prior to January 1, 1989 who do not enroll dependents on

the FC and/or SD riders until after January 1, 1986 shall pay 50% of the rider premium cost and the County shall pay 50% of the premium cost.

- C. Employees hired prior to January 1, 1989 with enrolled dependents shall not pay any of the FC and/or SD riders premium costs. Be it provided, however, that enrollment changes on or after January 1, 1990 shall be subject to the preceding subsection b.
- D. Effective January 1, 2009 and thereafter, all participating full time regular employees shall pay an employee premium cost coshare amount.

2009 Employee Premium Coshare

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

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

SECTION 2: NON-PARTICIPATION COMPENSATION

Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled 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 15
SICK DAYS AND DISABILITY INSURANCE

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

SECTION 2: Full time regular employees shall be entitled to accrue sick days to a maximum of forty (40) days.

SECTION 3: An employee shall be eligible to use sick days upon satisfactory completion of the orientation period, for personal illness or serious or critical illness of the immediate family not to exceed ten (10) sick days. Nothing will prevent the Superintendent from extending the number of sick days based on the severity of individual cases. The employee shall also be eligible to use up to a maximum of five (5) sick days a funeral leave in the event of an immediate family members death as defined and limited to; spouse, child, step-child, sibling, grandparent, sister-in-law, brother-in-law, mother, father, step-parent, grandchild or immediate family member of the spouse according to the preceding definition. The employee shall be required to provide proof of illness to the

spouse, parent or child. The employee shall be required to provide proof of the death of immediate family member. Nothing will prevent the Superintendent from extending the number of sick days based on the severity of individual cases.

SECTION 4: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

SECTION 5: An employee who exhibits questionable attendance shall be subject to a "proof required status". Questionable attendance shall mean a pattern of absences or frequent absences beyond two (2) days in a thirty (30) day period or four (4) days in a ninety (90) day period. An occurrence shall either be a singular illness or a workday or part of a workday. An employee who has provided appropriate verification of a medical condition prohibiting them from working shall not be considered to be on "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician or other bonafide medical professional indicating the nature of the illness in order to be eligible for sick day pay. An employee shall be on "proof required status" for ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall be subject to discipline. The Superintendent may choose not to place an employee on proof required status if circumstances warrant.

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

SECTION 6: Sick days may be taken in place of normally scheduled work days, excluding holidays.

SECTION 7: 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.

SECTION 8: 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 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.

SECTION 9: 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.

SECTION 10: Commencing the one hundred and eighty-first (181st) calendar day, 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.

SECTION 11: The employee shall be entitled to select either of the following option 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 by-weekly payroll deduction, the difference in premium between the Core Plan and Option I at the County's group rate.

SECTION 12: 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.

SECTION 13: The employee shall be eligible to supplement disability compensation with sick or vacation on a ratio of one (1) sick or vacation day to three (3) days of absence in order to remain at full normal gross salary.

SECTION 14: When an employee's illness or physical condition raises the question of fitness to perform normal duties, or if the employee exhibits questionable attendance, the Supervisor may require the employee to submit to a physical examination and the County shall pay the expenses incurred.

SECTION 15: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 19 - Leave of Absence.

SECTION 16: The employee must promptly notify their Supervisor of their absence or be subject to discipline.

SECTION 17: Upon termination of employment for any reason other than gross misconduct, 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%

ARTICLE 16
OVERTIME

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

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

SECTION 3: Call in time: Employees who shall be called in to work or scheduled to work at a time not normal or regular to their schedule shall be guaranteed no less than two (2) hours pay at the rate appropriately provided herein. To be eligible for call in time pay the employee must actually work any portion of two (2) hours. When it is necessary to call an employee to work overtime, the Court shall offer the hours by seniority from the greatest to the least. The least senior employee may be compelled to work the hours as long as attention is given to the equalization of overtime hours.

SECTION 4: Hold Over: When it becomes necessary to hold over an employee, the Court will offer the work to employees in the affected classification and division by seniority from the greatest to the least. The least senior employee may be compelled to work the hold over hours as long as attention is given to the equalization of overtime hours.

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

SECTION 6: Equalization: The Employer shall make every effort to equalize overtime among employees qualified to perform such work as is required and by seniority.

SECTION 7: Compensatory Time: The Employer shall not be prohibited from utilizing compensatory time in lieu of overtime pay as provided in sentence one of this Article. Be it provided however, that utilization of compensatory time shall be at the mutual agreement and convenience of the Employer and employee, as provided in Article 12 - Work Week.

SECTION 8: The holiday shall be celebrated starting at 11:00 PM prior to the calendar holiday and proceed 24 consecutive hours and cease at 11:00 PM the calendar day of the holiday.

SECTION 9: Scheduling - The Union recognizes the propriety and necessity of the employment of full time and part time employees, both of which are certified employees

of the Bargaining Unit, and in addition thereto, the use of so-called stand-by personnel. The Union further recognizes that by reason of the fact that the residents of the facilities are children of both sexes, that management has both a moral and legal responsibility to promote the best interests of the residents.

Accordingly it is agreed, as follows:

A. The scheduling of substitute employees shall be within the sole discretion of the Employer. However, in scheduling of substitute workers, employees will so far as practicable fill in the open slots as follows:

1. By the use of part time employees on a seniority basis in an effort to equalize hours until employees reach 32 hours in that week, recognizing the gender preference.
2. By the use of full time employees on a seniority basis, recognizing the gender preference.

B. In scheduling substitute workers part time and standby, employees will not be required to be used when such would:

1. Result in less than two full time employees (two full time employees in Treatment and two full time employees in Detention) staffing a child care shift with the exception of the Midnight Shift in which only one full time employee (either male or female) will be required in the building.
2. In the judgment of the Superintendent jeopardize the efficient operation of the Juvenile Center.
3. It is recognized that no substitutes are required to be used to fill vacant shifts when, in the judgment of the Superintendent, they are not needed.

C. When the necessity of a level of staffing has been demonstrated by the initiation of the call-in procedure, the call-in procedure must proceed through all available staff by classification, gender preference, and qualifications until the call-in list has been exhausted.

ARTICLE 17 **HOLIDAYS**

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

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September
Veteran's Day	November 11

Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

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

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

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

SECTION 5: Full time employees regularly scheduled to work Monday through Friday shall be entitled to the holiday that falls on a Saturday or Sunday on the Friday preceding the Saturday or the Monday following the Sunday unless otherwise directed by the Michigan Supreme Court.

SECTION 6: Full time employees that are regularly scheduled to work Saturday and/or Sunday shall be entitled to the holiday on the actual day it occurs.

SECTION 7: Full time employees shall be compensated at two and one-half (2 1/2) times their base hourly rate for work performed on a holiday.

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

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

Be it provided that:

A. The employee shall indicate their choice of option to the Superintendent or designee within the pay period the holiday occurs according to the time frame established to report payroll information.

B. An employee who fails to indicate an option shall be compensated according to Option 1.

C. Holidays that occur on an employee's day off shall be credited with an hour for hour vacation credit and shall be subject to all the provisions herein.

D. Regular vacation accrual shall not exceed forty-five (45) days.

E. Holiday accruals shall be kept at the lowest possible number. An employee's approved absence shall be charged against holiday accrual (whole days only), if any exists, before regular vacation accrual is charged. In the event an employee is granted a vacation within 30 days of the employee's anniversary date, the deduction shall be made from the vacation accrual if the employee's annual vacation credit would result in the employee exceeding the forty-five (45) day

maximum.

F. Upon termination of employment, an employee shall not be paid for more than a combined total of 35 holidays and/or vacation days.

SECTION 8: Part time employees who work a holiday shall be compensated at a rate of one and one-half (1 1/2) times their hourly rate for all time worked on the actual day the holiday occurs on the calendar except when the actual holiday is New Year's Day, Thanksgiving Day and/or Christmas Day which shall be compensated at a rate of two and one-half (2 1/2) times.

SECTION 9: Part time employees that do not work a holiday shall not be entitled to holiday pay.

SECTION 10: The holiday shall be on a calendar day starting at 11:00 PM, proceeding for 24 consecutive hours and cease at 11:00 PM.

ARTICLE 18 VACATION

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

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

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

SECTION 3: The employee may accumulate vacation days up to, but no more than forty-five (45) days, provided that no less than five (5) days must be utilized each and every anniversary year or such days shall be forfeited. However, in the event that an employee can document that reasonable attempts have been made to schedule vacation time off to prevent exceeding the above cap prior to their anniversary, and such requests have been denied, the employee shall be allowed to carry over the amount of days that are over the cap but shall be required to use said days within a specific period of time as determined by the Superintendent. Such days not used shall be forfeited unless a grace period is approved by the Superintendent. Denial of the grace period will not be grievable.

SECTION 4: Holiday time credited as vacation must be paid to the employee when the credit would exceed the forty-five (45) day accrual maximum.

SECTION 5: The employee shall not be entitled to use more than the number of vacation days that have been earned.

SECTION 6: Scheduling of vacation will be worked out between the Superintendent and the employee at a time mutually agreeable to the Employer and the employee in such a manner that no shortage in staff results and where reasonably possible, giving preference to seniority as to choice of time on vacations, although vacations will be granted on a first come, first served basis. In the event of simultaneous requests, seniority shall prevail. Simultaneous shall mean requests submitted on the same day for the same time.

SECTION 7: The employee, upon termination or retirement, shall be paid for all earned vacation days, up to but not greater than thirty five (35) days, upon the next regular pay day after termination or retirement, if possible but not later than on the following regular pay day.

SECTION 8: Paid holidays occurring during a paid vacation shall not be charged as vacation but as holiday.

SECTION 9: A vacation day shall be counted as a day worked.

ARTICLE 19 **LEAVE OF ABSENCE**

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

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 Employer.

SECTION 2: Leave of absence for reasonable periods, not to exceed one (1) year may be granted without loss of seniority for:

- A. Serving in a Union position.
- B. Educational purposes, when job related. Be it provided, however, that any such leave shall be consistent with meeting the operating needs of the department.

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

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

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

greater than their accrued seniority.

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

SECTION 7: The parties shall be entitled to continue a leave of absence when a physician establishes an ongoing disability.

SECTION 8: While on a leave of absence without pay, the employee accrues no vacation time, sick leave, retirement credit, or gain from any other fringe benefit.

SECTION 9: Failure to report to work on the next scheduled work day after a leave of absence expires shall result in the immediate discharge unless extenuating circumstances can be demonstrated and shall not be subject to the grievance procedure.

SECTION 10: Leaves of absence with pay for any short term educational training that will benefit the Employer may be authorized by the Department Head.

SECTION 11: Employees elected to any permanent full time Union office or selected by the Union to do work which takes them from their employment with the Employer, shall, at the written request of the Union, be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon written request of the Union.

ARTICLE 20 WORKER'S COMPENSATION

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

SECTION 2: When an employee is injured during the course of employment, the alleged injury shall be reported to a Supervisor as soon as possible. The Supervisor shall complete an accident report on the form provided by the County and submit it the Superintendent who shall forward it to the Human Resources Department.

SECTION 3: In the event of an alleged injury, the Supervisor shall immediately contact the Human Resources Department.

SECTION 4: The County shall provide the employee the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury. The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal, State, local and F.I.C.A. taxes. The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

SECTION 5: When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus normal authorized payroll deductions to the extend of their accrued sick days.

SECTION 6: Employees who elect not to supplement their Worker's Compensation, or

who have no or insufficient sick days or who exhaust their sick days while on an injury leave, shall retain the Worker's Compensation check as directed by the County.

SECTION 7: The supplemental compensation shall be deducted from the employee's accrued sick days at a rate of one (1) sick day for every three (3) days of Worker's Compensation paid.

ARTICLE 21
MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT

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

SECTION 2: Approved expenses for out-of-County lodging and meals shall be reimbursed to the employee when attendance is required at employment related activities.

ARTICLE 22
SERVICE RECOGNITION

SECTION 1: The Employer shall recognize years of continuous full time service of employees hired before October 1, 1996 by providing a percentage of base salary according to the following formula, but not to exceed the maximum payment:

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

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

SECTION 3: Employees with ten (10) or more years of service shall be entitled to a prorated lump sum payment in the event of retirement, death, or resignation with two (2) weeks notice.

ARTICLE 23
RETIREMENT

SECTION 1: All full time employees shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan. Specific terms and conditions of retirement not herein defined are subject to the terms and conditions provided by the retirement plan custodians and shall not be subject to nor require separate Union approval.

SECTION 2: The Defined Benefit Pension and the Retiree Health Care Plan are completely separate Retirement Plan programs with separately designated methods for funding set forth in this Agreement. The assets of the separate programs may be commingled for investment purposes but shall be and are separate funds for accounting

and actuarial purposes.

SECTION 3: The St. Clair County Retirement System provides eligible employees (hired before 01/01/09) with a Defined Benefit Pension Plan. A defined benefit plan is a retirement plan that establishes an annual and monthly pension amount based on an employee's years of service and final average compensation. Participation in the Defined Benefit Plan is mandatory among eligible employees as defined and set forth in 23.1. Terms and conditions of the Defined Benefit Plan are addressed in the Retirement Plan booklet. Employee and Employer contributions are as follows.

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

SECTION 4: The St. Clair County Retirement System provides eligible employees with the opportunity to participate in the retiree health care plan by contributing to a Health Care Trust Account. Employee participation in the Health Care Trust Account is optional. The option is exercised upon date of eligibility to participate in the retirement plan and once exercised is irrevocable. A description of the retiree health care coverage is provided in the Retirement Plan booklet. Eligibility for retiree health care coverage is as follows.

- A. A full time employee who made the election to participate in the original plan must have eight (8) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.
- B. A full time employee subject to the modified plan must have twenty (20) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.
- C. An employee that chooses not to participate in the prefunding of retiree health care or that does not meet the actual years of service contributions stipulated in the preceding subsections A and B, shall be entitled to purchase retiree health care coverage based on the following conditions.
 - [i] The full time employee shall have eleven (11) or more actual years of service contributions to the Retirement Plan.
 - [ii] The employee, as a retiree, shall be required to pay the entire premium cost determined by the County on a month-to-month basis as a deduction from his or her monthly pension payment.
 - [iii] The employee with contributions in the Health Care Trust Account shall be entitled to pay the health care premium costs from his or her contributions. When contributions are depleted the retiree shall be subject to the preceding [ii].
 - [iv] The employee, upon making an application for retirement, must choose to purchase or not purchase health care coverage. The employee, as a retiree, may not choose to purchase health care at a later time. In

other words, the employee, as a retiree, must participate in the purchase of health care coverage upon initial retirement or he or she shall be forever ineligible for health care coverage.

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

SECTION 5: Contributions to the Retiree Health Care Trust Account shall be calculated on an employee's eligible bi-weekly wages as defined in this article. The employee shall contribute to the Retiree Health Care Trust Account as follows:

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

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

SECTION 6: Employees hired before January 1, 2009 with sufficient years of service and age to retire before December 31, 2011 shall be entitled to select the following contribution option:

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

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

C. In selecting this option the employee agrees to and shall retire on or before December 31, 2011.

D. In selecting this option the employee must complete and sign a retirement application form designating a retirement date no later than December 31, 2011.

E. The employee that fails to retire or otherwise leave employment no later than December 31, 2011 shall be required to pay an amount equal to the contributions that otherwise would have been made to the Retiree Health Care Trust Account. Contributions due shall be made by payroll deduction and/or in a lump sum at the employee's discretion but shall be paid in full within ninety (90) calendar days after December 31, 2011 or the employee will be subject to pay one percent (1%) daily compounded interest.

SECTION 7: An employee shall have the option to contribute to a 457 Deferred Compensation Plan rather than contribute to the Retiree Health Care Trust Fund Account. An employee that contributes to the 457 Deferred Compensation Plan shall not be

entitled to retiree health care paid by the Retirement System upon retirement. Terms and conditions of the 457 Deferred Compensation Plan follow:

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

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

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

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

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

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

SECTION 8: Employees who previously elected to remain under the Plan reflected in the January 1, 1990 through December 31, 1993 Collective Bargaining Agreement and referred to as the Original Plan shall be governed by the benefits and provisions of that Plan.

A retiring employee subject to the original retirement plan shall be entitled to a multiplier of two percent (2%) for each year of employment. The multiplier shall not exceed sixty-four percent (64%) upon attaining thirty-two actual years of service, including purchased military service time. Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

SECTION 9: A retiring employee subject to the Modified Plan shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Multiplier</u>
1 through 10	1.75% - accumulative

11 through 19	2.00% - accumulative
20 through 24	2.00% - retroactive
25 and above	2.40% - retroactive

Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation. Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum that shall not exceed seventy-five percent (75%).

SECTION 10: An employee shall be eligible upon satisfying one of the following three criteria.

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

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

SECTION 11: An employee shall only be entitled to withdraw his or her contributions to the Defined Benefit Plan upon termination of employment.

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

SECTION 12: An employee shall only be entitled to withdraw his or her contributions to the Retiree Health Care Trust Account upon termination of employment.

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

Care Plan Trust Account shall only be entitled to health care coverage in conjunction with receiving a pension.

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

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

SECTION 13: Effective January 1, 2001, retirement shall be computed on the base salary only and shall not include compensation from;

A. Overtime pay in excess of seventy-five (75) hours in a calendar year or compensatory time payoff.

B. Sick day accrual payoff upon separation from employment for any reason.

SECTION 14: The County shall notify the Union no less than thirty (30) calendar days in advance of any proposal to change retiree health care affecting a member or former member of the bargaining unit. The County agrees to meet with the Union to discuss the proposed changes. The Union may request to bargain the proposed changes to the extent that it may impact former bargaining unit members who retired during the term of the collective bargaining agreement in affect at the time of the proposed changes. The Union shall have no standing or authority to bargain changes that affect a former member who retired prior to the collective bargaining agreement in affect at the time of the proposed change.

SECTION 15: Full time employees hired on or after January 1, 2009 shall not be eligible for a Defined Benefit Plan; instead, these employees shall be entitled to a Defined Contribution Retirement Plan.

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

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

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

<u>Years of Service</u>	<u>Vesting Amount</u>
1 year of service	20%
2 years of service	40%
3 years of service	60%
4 years of service	80%

5 years of service

100%

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

Retirement age: Age 65 or the age at which Participants have the right to retire and receive, under the basic defined benefit pension plan of the employer, immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age.

ARTICLE 24 **UNEMPLOYMENT COMPENSATION**

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

ARTICLE 25 **EDUCATIONAL REIMBURSEMENT**

SECTION 1: Full time employees enrolled for accredited extension or formal educational courses may request reimbursement for tuition, fees, and supplies. Approval for reimbursement shall only be considered when the education maintains or improves the employee's skill in the area in which they are employed.

SECTION 2: Request for reimbursement must be made in writing and shall include a description of the course, the beginning and concluding date of the course, the cost of tuition, fees and supplies (such as books, manuals, or special materials) and, if applicable, grants, aids, or scholarships available or provided.

SECTION 3: Approval of the request for reimbursement shall be contingent upon available funding, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The Employer 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. Approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. The request shall be considered to be denied in the absence of written approval.

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

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

SECTION 6: An employee shall not be entitled to attend class or complete class assignments during their regularly scheduled working hour at the expense of the

Employer. Nor shall the employee be entitled to utilize the resources of the Employer including supplies, equipment, or personnel without supervisory approval. Failure to comply with either provision may result in forfeiture of reimbursement for course expenditures or discipline including discharge or both.

ARTICLE 26
JURY DUTY, SUBPOENA AND WITNESS FEE

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

SECTION 2: Employees on jury duty shall be paid regular pay for performing jury duty during regularly scheduled work hours. Pay for jury duty shall be returned to the Employer in lieu of regular salary. When jury duty hours are served prior to and/or extend into an employees regularly scheduled work hours, and the jury duty time is more than four (4) hours, the employee will not be expected to work his or her regular scheduled work hours. If such jury duty time served is less than four (4) hours, the employee shall be expected to report to work and complete the number of hours of work that when added to the jury time will constitute a full work day. For those employees that are residents of this County who are called to jury duty in a Federal Court outside of this County, two (2) hours of driving time will be recognized as jury time for the purpose of computing the above four (4) hour provision. Employees are required to work the regularly scheduled work day before and after jury duty.

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

SECTION 4: Any reimbursements (by way of example: mileage, lodging, and/or reimbursable out-of-pocket expenses) shall belong to the employee. If such a reimbursement is paid as part of the jury pay, the County shall provide the reimbursement portion only to the employee with suitable documentation, in a reasonable time and manner.

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

SECTION 6: Any compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses, shall be surrendered to the County Treasurer.

ARTICLE 27
EMPLOYEE LIABILITY

SECTION 1: The County shall indemnify each employee against claims of liability that may arise from the course of employment.

ARTICLE 28
PREMIUM PAY

SECTION 1: An employee assigned as an Acting Shift Supervisor shall be entitled to a premium of two dollars (\$2.00) for each hour assigned.

ARTICLE 29
UNIFORMS

SECTION 1: All employees will be provided shirts upon hire. Full time employees shall be provided with three (3) shirts. Part time employees shall be provided no fewer than two (2) shirts.

SECTION 2: Employees shall not wear sweat pants, denim jeans, shorts or pants that are not full length.

SECTION 3: The employer will replace shirts on an "as-needed" basis.

**ARTICLE 30
WAGES**

<u>January 1, 2006 – 2.5%</u>		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>18 MOS.</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Transportation	HR	\$16.11	\$16.46	\$16.80		\$17.44	\$18.15	
Officer	AN	\$33,509	\$34,237	\$34,944		\$36,275	\$37,752	
Child Care	HR	\$15.40	\$15.75	\$16.01		\$16.63	\$17.32	\$18.04
Worker II	AN	\$32,032	\$32,760	\$33,301		\$34,590	\$36,026	\$37,523
Part Time HRLY	HR	\$10.40	\$10.76	\$11.12	\$11.47	\$11.83	\$12.18	
<u>January 1, 2007 - 2.0%</u>		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>18 MOS.</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Transportation	HR	\$16.43	\$16.79	\$17.14		\$17.79	\$18.51	
Officer	AN	\$34,179	\$34,922	\$35,643		\$37,001	\$38,507	
Child Care	HR	\$15.71	\$16.07	\$16.33		\$16.96	\$17.67	\$18.40
Worker II	AN	\$32,673	\$33,415	\$33,967		\$35,282	\$36,747	\$38,273
Part Time HRLY		\$10.61	\$10.98	\$11.34	\$11.70	\$12.07	\$12.42	
<u>January 1, 2008 - 2.0%</u>		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>18 MOS.</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Transportation	HR	\$16.76	\$17.12	\$17.48		\$18.14	\$18.88	
Officer	AN	\$34,863	\$35,620	\$36,356		\$37,741	\$39,277	
Child Care	HR	\$16.02	\$16.39	\$16.66		\$17.30	\$18.02	\$18.77
Worker II	AN	\$33,326	\$34,084	\$34,646		\$35,987	\$37,481	\$39,039
Part Time HRLY		\$10.82	\$11.19	\$11.57	\$11.93	\$12.31	\$12.67	

January 1, 2009 – Wage Reopener

The Association may request a meeting with representatives of the County to bargain a mutually acceptable wage for the 2009 – 2011 calendar years. The Association request, if forthcoming, shall be made in writing. The parties are agreed that the 2009 – 2011 calendar year wage shall be the only topic of bargaining unless otherwise mutually agreed by the parties.

DURATION

This Agreement shall remain in full force and effect until December 31, 2011. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

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

The Union recognizes the right and duty of the Employer to operate and manage its affairs in accordance with the State of Michigan Constitutional provisions that might be contained in this Agreement. If any article or section of this Agreement or any appendixes or supplement thereto should be held invalid by any Constitutional provision, operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

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

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

JUVENILE CENTER EMPLOYEES
POAM



Chris Volpe
Association President



Committee Person

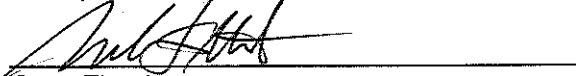


Wayne Beerbower
Business Agent

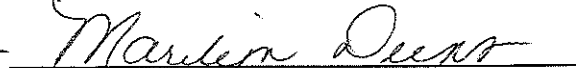
THE COUNTY



Wallace Evans
Chairperson, Board of Commissioners



Gary Fletcher
Corporation Counsel



Marilyn Dunn
County Clerk

DATE: _____

DATE: _____

**LETTER OF UNDERSTANDING
REGARDING
ARTICLE 23 - RETIREMENT**

The County of St. Clair and the Juvenile Center Employees - TEAMSTERS, hereby establish and agree that the following Bargaining Unit members elected to participate in the retirement plan reflected in the January 1, 1990 through December 31, 1993 Collective Bargaining Agreement. That retirement plan provides the employee with the following benefits;

1. A multiplier of two (2%) percent for each year of contributed service into the Plan.
2. Health care and dental insurance coverage regardless of the years of contributed service upon retirement. The employees electing to maintain participation in the instant Retirement Plan are:

Frank Haynes	Chris Volpe
Colleen Rogers	Raymond Walters

It is further understood and agreed that negotiated changes that affect the Revised Plan shall not apply to the Original Plan unless specifically acknowledged and set forth in the Collective Bargaining Agreement between the parties.

UNION

Local Union No.214, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

FOR THE UNION
BY: _____
BUSINESS AGENT

BY: _____
STEWARD & BARGAINING
COMMITTEE MEMBERS

DATE: _____

EMPLOYER

31st. Judicial Circuit Court,
Family Division

FOR THE EMPLOYER
BY: _____
CHIEF JUDGE, FAMILY DIVISION

BY: _____
CHAIRPERSON, BOARD OF COMMISSIONERS

BY: _____
COUNTY CLERK

DATE: _____