

AGREEMENT
BETWEEN
ST. CLAIR COUNTY
AND
ST. CLAIR COUNTY COMMUNICATIONS OFFICERS
P.O.A.M.
ACT 312 ARBITRATION ELIGIBLE CLASSIFICATIONS

EFFECTIVE AUGUST 1, 2006 THROUGH JUNE 30, 2007

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ARTICLE I
AGREEMENT

1.1: This Agreement made and entered into for the period July 1, 2004 through June 30, 2007 between the Board of Commissioners of the County of St. Clair, State of Michigan, hereinafter referred to as the "Employer," and the St. Clair County Communications Officers, Police Officers Association of Michigan, hereinafter referred to as the "Union".

1.2: In consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

ARTICLE II
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 Union, which will serve to the best interests of all concerned.

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

ARTICLE III
RECOGNITION

3.1: The Union is hereby recognized as the exclusive representative of all Communications Officers for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions for the term of the Agreement, excluding the Central Dispatch Authority Director and a confidential employee.

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: A temporary employee shall be defined as an employee hired for a definite predetermined period of time not to exceed six (6) months provided, however, if a temporary employee is hired to replace a permanent employee on leave of absence, they may retain their temporary status for the period of said leave of absence.

ARTICLE IV
MANAGEMENT RESPONSIBILITY

4.1: The right to hire, promote, discharge or discipline for cause, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer, except that Union members shall not be discriminated against as such. In addition, the work schedules, methods and means of departmental operation are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this Agreement.

ARTICLE V
CONTRACT SERVICES

5.1: The County shall have exclusive responsibility and authority to determine the providing of contract services.

5.2: Be it provided, however, the Union shall be notified of all contract services within five (5) County business days of the Agreement by the Board of Commissioners and the contractee that is being provided services. At the Union's request, full terms and conditions of the contract will be provided the Union. Be it further provided, subsequent renewal and/or modification of any contract for services will be subject to these same notification and disclosure stipulations.

5.3: Participation in a contract service may require the appointment of new or additional employees. The acquisition of employees shall be in accordance with the Career Change and Advancement provision of this Agreement, unless otherwise mutually agreed. At such time as contract services are no longer to be provided, for any reason, the employee compensated in part or the whole by such funds shall be subject to layoff. Be it provided, however, that the employee shall exercise seniority displacement rights in accordance with the layoff and recall provision of this Agreement.

ARTICLE VI
AGENCY SHOP

6.1: 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 Union and pay the monthly Union dues uniformly required of union members or pay to the Union a representation fee as herein defined, effective thirty (30) calendar days after the effective date of this Agreement or date of hire whichever is later.

6.2: The representation fee shall be an amount as determined by the Union not to exceed normal dues which is equivalent to the actual cost for negotiations, grievance processing, and administration of this Agreement.

6.3: For those employees for whom properly executed payroll deduction authorization forms are delivered to the Human Resources Office, the Employer will deduct Union dues or representation fees from the first two (2) pay periods of each month as per such authorization and shall remit to the POAM any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

6.4: If the bargaining unit member fails to comply, the POAM shall give a copy of the letter sent to the delinquent bargaining unit member and following written notice to the Employer at the end of the fourteen (14) calendar day period:

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

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

6.7: 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 action taken by the County for the purposes of complying with the provisions of this Article. It is further agreed that neither any employee nor the Union 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 deducted from the employees' pay. In no case shall the County be responsible to pay to the Union or employee an amount equal to dues or representation fee which may or may not have been deducted and paid to the Union or employee.

ARTICLE VII UNION REPRESENTATION

7.1: The Union shall be represented to the Employer by no more than three (3) recognized officers. The names and classifications of these employees shall be communicated in writing to the Central Dispatch Authority Director and Human Resources Director of the County upon their selection and/or subsequent change.

7.2: The recognized officers shall be permitted to represent the employees to the Employer in matters of negotiation, grievances, or concerns of the membership. No more than two (2) employees may be paid if scheduled to work when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Union in all other matters unless otherwise stipulated. The employee(s) shall have exclusive and sole authority and power to select who shall represent them and shall have full responsibility to arrange for said representation.

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

7.4: The local Union President shall work a steady day shift.

ARTICLE VIII GRIEVANCE PROCEDURE

8.1: Step 1

A. Any Employee having a specified grievance alleging a violation of this Agreement, a violation or deviation from an established County or departmental policy or procedure, or a failure of the County or department to comply with a policy, procedure, method, practice or regulation of the

County or department shall, within fifteen (15) working days of the alleged grievance, take the matter up with the Central Dispatch Authority Director designated representative, who shall attempt to adjust the grievance with the terms of this Agreement, County or departmental policy, procedure, method, practice or regulation. The employee shall be entitled to have a Union representative and Business Agent present at this step.

- B. Any employee may request the Central Dispatch Authority Director or designee to call one of the designated local Union representatives to handle a specified grievance with the Central Dispatch Authority Director or designee. In this case, the Union representative will be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Department.
- C. The Union shall be entitled to submit a grievance on behalf of the bargaining unit or a particular class of employees in accordance with the following safeguards and conditions.
 - i. A grievance shall be considered proper provided it alleges a violation of this Agreement, a violation or deviation from an established County or departmental policy or procedure, or a failure of the County or department to comply with a policy, procedure, method, practice or regulation of the County or department.
 - ii. The grievance shall be filed within fifteen (15) working days of the event or occurrence giving rise to the grievance.
 - iii. No fewer than two (2) recognized officers of the bargaining unit and the Business Agent shall present the grievance at Step 1, and shall suffer no loss of pay if scheduled to work.
 - iv. A recognized officer of the bargaining unit and the business agent of the POAM shall sign the grievance advanced to Step 2.
 - v. The Central Dispatch Authority Director or shall provide a verbal or written response to the grievance within ten (10) calendar days of the Step 1 presentation or the Union may advance the grievance to Step 2.
 - vi. The grievance, if advanced, shall be subject to all the provisions of Steps 3 and 4.
- D. A grievance shall be considered resolved and shall not be advanced through the grievance procedure when the parties are agreed upon a remedy.

8.2: Step 2

- A. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and delivered to the Central Dispatch Authority Director or designee within ten (10)

calendar days after the meeting or adjourned meeting at Step 1. In this case a meeting will be arranged within fifteen (15) working days between the designated representative of the Union, the Business Agent, the Grievant(s), and the Central Dispatch Authority Director or designee for the purpose of attempting to settle the grievance at the department level. The Central Dispatch Authority Director shall provide a written decision within ten (10) working days to the Union.

- B. A grievance shall be considered resolved and shall not be advanced through the grievance procedure when the parties are agreed upon a remedy.

8.3: Step 3

- A. Grievances shall be considered settled at Step 2 unless delivered to the Human Resources Office within seven (7) calendar days after completion of Step 2. The Human Resources Director shall serve as the County's Grievance Representative and shall be empowered to resolve all grievances within the terms of the Collective Bargaining Agreement.
- B. Such notice shall contain a request by the Union that a hearing be held at the earliest convenient date possible. At such hearing both the Union and the Employer Representative(s) may request the presence of any and all parties who have been involved in the grievance up to this step.
- C. At such hearing the Central Dispatch Authority Director may be represented by one (1) or more representatives and the Union and the Grievant(s) may be represented by their Union representative(s) theretofore designated as grievance representatives and Business Agent.
- D. The grievance representative of the Employer shall deliver the decision of the Employer to the Union in writing within ten (10) work days excluding holidays and weekends following the hearing.
- E. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the parties.
- F. It is agreed that Saturday, Sunday and holidays shall not be counted in computing time limits provided herein, except when such time limits are measured in weeks.
- G. The grievance shall be considered settled at Step 3 unless written notice is delivered to the Human Resources Office within thirty (30) calendar days after the completion of Step 3. A grievance shall be considered resolved and shall not be advanced through the grievance procedure when the parties are agreed upon a remedy.
- H. Failure of the designated Employer Representative(s) to comply within the deadline established at any step shall result in advancement to the next step of the procedure, if determined by the Union.

8.4: Step 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration shall be subject to the following safeguards and conditions.

- A. The Union shall within thirty (30) calendar days following receipt of the County's written decision at Step 3, give notice in writing to the County Human Resources Director of the Union's intention to pursue arbitration, or the matter will be untimely.
- B. The Union shall within thirty (30) calendar days following notice of intent pursuant to A. above, request arbitration through the American Arbitration Association, or as otherwise mutually agreed by the parties or the matter will be untimely.
- C. The fee and expenses of the arbitrator shall be shared equally by the County and the Union. All other expenses related to the arbitration proceedings, including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.
- D. 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 Step 1 (A) of this article, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of a specified article and section of this Agreement.
- 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 except as provided in Article 16 - Career Change and Advancement, Section 16.8.
- 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 County 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 IX SENIORITY

9.1: New full time employees hired in the Unit shall be required to serve an orientation period of nine (9) calendar months from the actual date of assuming the position. Part time employees shall be required to serve an orientation period from their date of hire to six (6) months of prorated seniority following successful complete of communications training. After successful completion of the orientation period, the employee shall be added on the applicable seniority list of the unit and seniority shall start as defined herein. Unsatisfactory performance during the orientation period shall result in the termination of employment.

- A. County Seniority - The most recent date of full time continuous employment with St. Clair County.
- B. Bargaining Unit Seniority - The most recent date of full time continuous employment in the bargaining unit.
- C. Classification Seniority - The most recent date of full time continuous employment within the classification.
- D. Part Time Employee Seniority – Part time employees shall accrue seniority on the basis of hours worked in relationship to full time employees, which is prorated seniority. A part time employee that becomes full time shall be entitled to the accrual of his or her prorated seniority upon full time hire.

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

9.3: The County shall provide the Union with the County seniority list for the bargaining unit in reasonable time and manner when requested by a union officer.

ARTICLE X
LOSS OF SENIORITY

10.1: An employee shall lose all seniority for the following reasons only:

- A. Is discharged and the discharge is not reversed.
- B. The employee is absent for two (2) consecutive working days without notification to the Central Dispatch Authority during the two (2) day period. Exceptions may be made by the Central Dispatch Authority Director or designee on proof of good cause that failure to report was beyond the employee's control. After such absence, written notification shall be sent to the employee at their last known address that they have lost all seniority rights. The grievance procedure shall be available to the employee provided it is commenced in writing within fifteen (15) calendar days following mailing of notice of discharge as herein provided.
- C. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.
- D. Retirement.
- E. The employee resigns.
- F. The employee dies.

ARTICLE XI
DISCHARGE AND DISCIPLINE

11.1: The Employer agrees to promptly, upon the discharge or discipline of an employee, notify in writing one of the local designated representatives of the Union of the discharge or discipline. The employee shall be entitled to have a local designated representative of their own choice present when discipline is administered provided it is reasonable to do so, but shall not unduly disrupt or delay the administration of discipline. The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same, and a copy of a complaint giving rise to a disciplinary action prior to such action becoming part of the Employer's records. The employee shall have the right to prepare a written statement as it relates to the discipline which shall be incorporated in the Employer's record with the discipline.

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

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

ARTICLE XII
LAYOFF AND RECALL

12.1: The word "layoff" means a reduction in the work force, due to a decrease of work, or budget limitation as determined by the County.

12.2: In the event a layoff becomes necessary, the following procedure based on departmental seniority shall be followed:

- A. Temporary employees in the classification affected shall have their employment terminated in so far as they are not bargaining unit members and subject to recall.
- B. Employees on orientation in the classification affected shall be laid off next.
- C. Part time employees shall be laid off.
- D. Full time employees who have satisfactorily completed orientation in the classification affected shall be laid off next.
- E. Should layoffs become necessary, employees in the same classification may volunteer. The most senior employee in the classification shall be granted the layoff, and shall be subject to all the provisions of this Agreement including duration as determined by the County.

- F. The County shall not be required to follow the preceding procedure when the layoff is due to the return to work of a full time employee from a workers compensation, disability or extended sick leave. In this event, the least senior employee in the classification affected by the return to work of the employee from leave provided the returning employee has more seniority than the least senior person in the classification. The displaced employee shall have all rights provided by this Article.

12.3: An employee on orientation as a result of a promotion or transfer shall displace the least senior employee in their previous classification provided the promoted or transferred employee has greater departmental seniority.

12.4: Employee(s) who previously held a subordinate classification Sheriff Department Corrections Deputies and Professional Employees – POAM bargaining unit shall be entitled to revert to that classification and displace the least senior employee in that classification provided the first employee(s) have greater departmental seniority than the second employee(s).

12.5: An employee who has not held a subordinate or lower paying classification shall be eligible to exercise displacement rights provided:

- A. The displacing employee possesses all the qualifications of education, training skills and ability to perform the tasks in accordance with the job description. In the event the subordinate position requires certification or specialized classroom training, the Employer shall make such training available to the employee at the Employer's cost. The employee must satisfactorily complete a six (6) month trial period or be laid off.
- B. The trial period shall commence upon assuming the position provided training is provided while on the job. When the position requires formal classroom training or certification, the trial period shall begin upon satisfactory completion of the classroom training or certification.
- C. The displacing employee may only displace an employee with less departmental seniority.
- D. The displacing employee shall be paid at the subordinate classification salary step which most closely approximates the displacing employee's former salary.

12.6: In no event shall an employee be eligible to displace an employee in a higher paying classification.

12.7: Employee(s) who elect not to accept a subordinate classification to which their classification or departmental seniority entitles them shall be laid off. Said employee(s) shall be subject to recall to the position held at the time of layoff. Said employee(s) may not elect to return to a subordinate classification unless recalled by the Employer.

12.8: Employees to be laid off shall have at least fourteen (14) calendar days notice of layoff. The local Union secretary shall be entitled to a list of the employees being laid off. The employee laid-off without fourteen (14) calendar days notice shall receive a regular day's compensation for each regularly scheduled work day short of fourteen (14) days.

12.9: Employees who have been laid off shall have recall rights for a minimum of two (2) years but not greater than the period of their departmental seniority, if more than two (2) years. If not recalled within this period of time, the laid off employee's employment shall be considered terminated.

12.10: Recall from a layoff shall be according to the following procedure:

- A. The employee(s) with the most classification seniority in the classification shall be recalled first.
- B. The recalled employee, unless otherwise provided herein, shall be compensated at the step in the salary rate at the time of their layoff.
- C. A laid off employee accrues no seniority while on a layoff and shall have all their seniority dates adjusted to reflect the period of layoff.
- D. Notice of recall from layoff shall be sent to the employee's last known address by registered mail. The notice shall provide the employee with no less than ten (10) calendar days notice to return from the date of proof of delivery or non-delivery to report to work. Proof of non-delivery or failure to report to work shall be considered a quit of the laid off employee.
- E. An employee may be denied recall if their moral conduct and standards or ability to perform the work does not meet that required of a public safety professional.

ARTICLE XIII EMPLOYEE RECORDS REVIEW

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

13.2: 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.

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

13.4: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Employer. The Employer shall not transmit, or otherwise make available to a third party, disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old, except when ordered to do so in a legal action or arbitration.

ARTICLE XIV
EQUIPMENT CARE AND USAGE

14.1: Proper maintenance, care and usage of all equipment is essential to the well-being and safety of the employee assigned to use the equipment and consequently to the community.

14.2: The Employer shall, at its own expense, maintain and replace equipment affected by normal use and age.

14.3: Equipment assigned to an employee that is lost, damaged or stolen through negligence may be cause for disciplinary action to the employee(s) who were responsible for the equipment.

ARTICLE XV
MAINTENANCE OF PROFESSIONAL STANDARDS

15.1: When training, retraining, or education is ordered by the Employer, the employee shall be compensated as follows:

- A. When the employee is scheduled on a day off the employee shall receive compensation at the rate of time and one-half (1 1/2) for time actually spent in training including breaks and meal(s).
- B. When the employee is scheduled to work a shift adjacent to a shift in which the instruction occurs, such instruction time shall be at one and one-half (1 1/2) times the hourly rate, as prescribed in the preceding Section A.

15.2: The cost of such specialized training, retraining or education when ordered by the Employer shall be at the expense of the Employer.

15.3: When the Employer orders training, retraining, or education, the Employer shall reimburse the employee(s) for travel expenses if the employee utilized a personal vehicle in advance of such training, retraining or education. Proof for out-of-pocket expenses shall be required by the County in order to provide reimbursement.

ARTICLE XVI
CAREER CHANGE AND ADVANCEMENT

16.1: A career advancement or promotion shall mean a change in classification resulting in an increase in responsibility or increase in wages. When an employee is promoted to a higher paying classification, the employee shall be compensated at the nearest higher salary step (to their current compensation) at a minimum, in the classification.

16.2: A career change or transfer shall mean a change in classification resulting in no increase in responsibility or wages. The application of this definition shall in no way prohibit the County's right to make work or shift assignments within the employee's classification or to inhibit or restrict the right of temporary transfer as provided in 16.10.

16.3: Notice of vacancies which would constitute a transfer, advancement or promotion for any member of the bargaining unit minimally qualified to perform the job shall be posted internally in a prominent location within the Department for a period of no less than ten (10) consecutive days. An employee shall apply in writing during those ten (10) days, to be considered for the position. The vacancy shall be filled within 180 days of the posting provided the process is undisputed by any bargaining unit member.

16.4: Members of the bargaining unit who compete for a transfer or promotion shall be required to take a written examination. All candidates shall be required to fulfill the same requirements and/or conditions. An appointment from the top total score shall be made utilizing the following method of accreditation:

65% written examination
20% oral interview
15% bargaining seniority

- A. A passing score shall mean correctly answering seventy percent (70%) or more of the questions comprising the written examination. Only those candidates who have passed the test shall be eligible to compete further for the position(s).
- B. The Sheriff shall have exclusive authority to conduct and determine the composition of the oral interview. Provided however, the Sheriff shall comply with state and federal regulations which may apply in determining questions and scoring of the oral interviews.
- C. The 15% bargaining unit seniority will be credited the employee at the rate of one percent (1%) for each year of bargaining unit seniority to a maximum of 15%.

16.5: The Employer shall not be prohibited from external recruitment of Communication Officers. The Employer shall be entitled to change the status of a part time Communications Officer to full time when a vacancy for a full time Communications Officer occurs. Further, a Communications Officer may request a status change from full time to part time employment when a vacancy for a part time employee occurs. Be it provided that the employee that transfers from full time to part time status shall only be entitled to the rights and benefits of a part time employee as set forth in this Agreement. All externally and internally recruited candidates shall be required to compete on the same basis. The remaining classifications may only be recruited when there are no internal candidates who have applied.

16.6: The Employer shall notify the Union in writing by certified mail of its intent to create or implement a new classification of employee in the bargaining unit. The notification shall state the duties, hours and wages as well as the qualifications for the position. The Union shall have ten (10) days in which to request negotiations for the purpose of establishing the rate of pay for the classification. The Employer shall not fill the position prior to thirty (30) calendar days from issuing the written notice to the Union of a new classification. All annual wages finally established shall be retroactive to the date of appointment to the position. In the event the matter is not resolved within the thirty (30) day period, the matter shall then be a proper subject for binding fact finding.

16.7: An employee hired, promoted or transferred to a full time position shall be subject

to a nine (9) month orientation period from the date of assuming the full time position. An employee hired to work part time shall be required to serve an orientation period from their date of hire to six (6) months of prorated seniority following successful complete of communications training. An employee whose performance is unsatisfactory during the orientation period shall be returned to their former classification in the bargaining unit or have their employment terminate, whichever may apply. An employee shall be returned to their former classification if their request is made during the orientation period.

16.8: Promotion list (points for exam results, oral interview and seniority) shall be maintained for one (1) year from the date of promotion. In the event of any vacancy in the classification, the Sheriff shall appoint the candidate with the highest point total. A promoted employee will be compensated at their current rate until they have successfully completed the required training or education for the higher paying position. In the case of a road deputy, his/her classification seniority (deputy) shall not begin until successful completion of the basic police academy and given police powers through official appointment by the Sheriff.

16.9: A part time employee who becomes full time shall be entitled to seniority from the date of full time hire.

19.10: Promoted bargaining unit members who transfer back to a rank or classification within the bargaining unit will retain their departmental seniority with the following limitations.

- A. If transfer is within one (1) year of the date of being promoted, the promoted member shall revert to the rank and/or classification held immediately prior to being promoted.
- B. If transfer is due to a departmental wide layoff resulting in the reduction of the number of employees, the promoted former member consistent with Article 12 - Layoff and Recall, may revert to the rank and/or classification held immediately prior to being promoted.
- C. Promoted former members who transfer into the bargaining unit for any other reason shall be limited to the classification and compensation of certified Deputy for those who previously held the position.

16.11: Temporary assignments may be made for periods not to exceed one year or leave of absence, unless otherwise mutually agreed by the parties. Employees who are temporarily assigned shall receive the rate for their regular classification or the classification of transfer, whichever is higher.

16.12: Records of disciplinary action of more than three (3) years shall not be considered for promotional purposes.

ARTICLE XVII WORKING HOURS

17.1: The work schedule of employees shall be posted no less than two (2) weeks in advance of the commencement of the first day of the schedule.

17.2: The Central Dispatch Authority Director shall determine the starting time of all shifts. A full time employee's shift shall constitute eight (8) or twelve (12) consecutive hours, excluding overtime unless otherwise mutually agreed. A part time employee's regularly scheduled working hours shall be no more than fifty percent (50%) of a full time employee.

17.3: The full time employee schedule shall be for a seven (7) week period providing for the approximation of an average of two hundred and eighty (280) hours of work among full time employees. An employee may be scheduled for as many as seven (7) consecutive days and shall not be eligible for overtime based on the consecutive nature of the days.

17.4: Prior to effecting a full time employee schedule change, the employee shall be consulted in an effort to provide a mutually satisfactory change. Be it provided, however, schedule changes shall be based upon classification seniority. The employee with the least classification seniority who could be affected by a schedule change shall be required to work the shift provided that a qualified employee does not volunteer for the shift change.

17.5: The lunch period shall consist of thirty (30) minutes, to be scheduled by the Employer. Employees shall not leave the building for the lunch period unless permitted by the Employer. Employees shall return to work from the lunch period when ordered by the Employer. If emergencies arise or other arrangements cannot be made, employees shall return to work from the lunch period when ordered by the Employer.

17.6: Employees regularly scheduled to work eight (8) hour shifts, shall have a minimum of twelve (12) hours off between regularly scheduled shifts, unless mutually agreed, or the Employer shall pay overtime for the period less than twelve (12) hours.

17.7: Shift trades mutually agreed upon by employees must have approval of the Employer or such trade shall not be affected. The Employer shall not unreasonably withhold such approval.

ARTICLE XVIII
SHIFT SELECTION AND PREMIUM PAY

18.1: The Central Dispatch Authority Director shall endeavor to grant regular shifts among full time Communications Officers.

18.2: A premium of seventy-five cents (\$0.75) per hour additional shall be paid to those employees for all hours worked between 6:00 PM and 6:00 AM, herein referred to as the afternoon shift.

18.3: The County shall determine the number of employee(s) in each classification on each shift and the days of work for the calendar year. The Central Dispatch Authority Director shall allow the employee(s) to select both shift and days of work for the calendar year at the same time the employee(s) select(s) vacation for the calendar year. The Central Dispatch Authority Director shall endeavor to accommodate selection of shift starts by classification seniority consistent with meeting the operating needs of the department. An employee who is unable or fails to make an annual shift selection as provided herein and is later returned to a position which requires annual shift selection shall be placed at the sole discretion of the Central Dispatch Authority Director until the

next annual shift selection.

18.4: The Central Dispatch Authority Director shall have the right to establish a swing shift with as many of twenty percent (20%) of the employees in a classification who may be so assigned.

18.5: Shift selection shall be in classification seniority order from the greatest to the least seniority.

18.6: The Central Dispatch Authority Director may determine the shift of an employee for the purpose of training, retraining or to provide a more structured working environment provided such determination shall not be disciplinary in nature.

18.7: Shift selection shall not be construed to mean selection of work assignment regardless of seniority or any factor or provision of this Collective Bargaining Agreement.

18.8: Communications Training Officer (CTO) assignments may be made at the sole discretion of the Central Dispatch Authority Director. For each shift that a certified training officer is assigned a trainee, the CTO will receive one (1) additional hour of pay at the rate of one and one-half times the officer's regular rate of pay.

ARTICLE XIX OVERTIME

19.1: Overtime shall be paid at a rate of one and one-half (1 1/2) times for all hours worked beyond the regularly scheduled shift, provided the shift is at least eight (8) hours long. Overtime shall be paid at a rate of one and one-half (1 1/2) times for hours worked beyond forty (40) hours in a week based on an average forty (40) hours a week on a seven week schedule. Be it provided that overtime does not compound by the definition of hours in a day or a week.

19.2: Overtime hours shall be divided as equally as possible among full time Communications Officers by seniority. Whenever overtime is required to maintain minimum staffing requirements or during a significant event, the full time person with the least number of overtime hours will be called first and so on down the list by the on-duty dispatcher in an attempt to equalize the overtime hours. Nothing shall prevent the Director from scheduling a part time Communications Officer to replace a full time Corrections Officer at straight time pay. If the employee was unavailable or did not choose to work, they will be charged the average number of overtime hours of employees working during that period (three hours minimum). Overtime hours will be computed from January 1 through December 31 each year. Court time shall not be recorded as overtime hours in attempting to equalize overtime hours.

19.3: The Employer shall have the right to compel overtime among employees with the least senior full time Communications Officer upon meeting all the established in this Article. Be it provided the Central Dispatch Authority Director will make a reasonable effort based upon the circumstances to compel overtime based on seniority to a maximum of eight (8) hours in a calendar week excluding the right to compel overtime as described in 19.7: of this Article.

19.4: The Employer shall determine the need for and schedule all overtime.

19.5: A message left on an employee's answering machine shall constitute an attempt to provide overtime and be considered a refusal if left unanswered by the employee.

19.6: Employees called in to work shall be guaranteed a minimum three (3) hours pay at time and one-half (1 1/2), including court time.

19.7: The Employer shall have the right to hold over or call in early employees in emergency situations. Such hold-over or call-in early shall be as nearly evenly divided into the shift as circumstances permit.

19.8: In the event of overtime the following procedure shall be followed:

- A. Off duty full time employees shall be called first, based upon their departmental seniority and then their hours actually worked in order to equalize hours. A refusal or unavailability shall be subject to 19.2.
- B. If Step 19.8:A does not result in sufficient staffing, the hours shall be offered to the employee with the fewest overtime hours on the shift preceding the shift with the available hours.
- C. If Step 19.8:B. does not result in sufficient staffing, the hours shall be offered to the employee with the fewest overtime hours on the shift following the shift with the available hours.
- D. If Step 19.8:C does not result in sufficient staffing, the least senior employee from the shift preceding the shift with the available hours shall be compelled to work the overtime consistent with 19.2 and 19.3.
- E. In the event employees volunteer to split the hours of a shift, the Central Dispatch Authority Director or designee shall have sole authority to approve or disapprove of the split.

19.9: An employee required to appear in Court at a time other than when scheduled to work, provided such Court appearance is related to departmental business, shall be eligible for one and one-half (1 1/2) times the prevailing hourly rate of the employee. An employee required to appear in Court when scheduled to work shall his or her be eligible for regular pay provided the Court appearance is related to departmental business. The employee issued a subpoena is required to contact the Court designated on the subpoena in the manner prescribed by the Director and/or Court relative to the date and time of their Court appearance. An employee may elect to receive overtime or subpoena or deposition fee(s) but only one and not all. The employee shall not be eligible to receive overtime pay if their Court appearance date and/or time is canceled and forty-eight (48) hours advance notice is available to the employee and they fail to contact the Court by the prescribed method. The employee required to make a Court appearance in St. Clair County on a scheduled day off shall report to the duty officer in person prior to and after the Court appearance unless instructed to do otherwise by the Employer.

19.10: The Central Dispatch Authority Director shall determine whether to compensate hours worked outside an employee's normal scheduled hours of work with overtime pay or compensatory time. Employees eligible for compensatory time as designated by the Central Dispatch Authority Director shall accrue compensatory time in accordance with the following:

- A. Compensatory time shall not accrue beyond twenty-four (24) hours or it shall be paid.
- B. Compensatory time shall not be taken as time off when it creates an overtime situation to the department.

ARTICLE XX
LEAVE OF ABSENCE

20.1: Leave of absence with or without pay for reasonable periods, not to exceed one (1) year, will be granted without loss of seniority for:

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

Such leave may be extended for like cause by consent of the Employer. Be it provided however, that any such leave or extension thereof shall be consistent with meeting the operating needs of the department.

20.2: 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 Article and the policy of the County and the Department.

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

- A. Serving in any Union position.
- B. Educational purposes when job related.

Such leave may be extended for like cause by consent of the Employer. Be it provided however, that any such leave or extension thereof shall be consistent with meeting the operating needs of the department.

20.4: Employees who are in some branch of the armed forces, reserves, or National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the reserve or National Guard, provided proof of service and pay is submitted. The employee shall be entitled to leave for a maximum of two weeks per year or as may be otherwise provided by law. The Central Dispatch Authority Director shall endeavor to reschedule an employee's working days to accommodate reserve training that does not exceed two (2) days a month.

20.5: All leaves based upon illness (physical or mental) shall be supported by a statement from the attending physician or psychologist when requested by the Employer. In all cases of illnesses extending beyond seven (7) days, a statement by the attending physician shall be furnished at reasonable intervals as determined by the Employer, evidencing the inability of the employee to return to their duties.

20.6: The Employer may require the employee on leave to submit to an examination by a physician or psychologist chosen by the Employer, provided the charges by the physician are paid by the Employer.

20.7: The County and the Central Dispatch Authority Director shall comply with all laws addressing the rights of an employee to obtain a leave of absence for personal or family illness or other conditions as may be set forth by law.

20.8: The requirements of Sections 20.5 and 20.6 may be waived by the Employer, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted, unless it can be shown that such waiver was unreasonably withheld.

ARTICLE XXI INJURY LEAVE WITH PAY

21.1: Any illness or injury to an employee arising out of the performance of their regular duties resulting in temporary disability to the extent that they are unable to resume their duties, they shall be entitled to their regular compensation until sufficiently recovered to perform regular duties for a period of ninety (90) working days or longer at the discretion of the Sheriff. Accumulated sick leave shall not be considered in the computation of leave on account of such duty incurred injuries. Employees shall not be entitled to regular compensation during absence from duty on account of injuries if said injury was sustained while not on duty. Such absence from duty shall be considered as sick leave and shall be governed by the rules pertaining to sick leave.

21.2: An employee receiving Worker's Compensation and regular salary shall not be entitled to receive the total combination of both and be compensated more than their regular compensation. The employee receiving salary shall endorse the Worker's Compensation payment over to the County. The employee who is not receiving regular salary shall retain the Worker's Compensation payment.

21.3: In the event the employee no longer receives full pay, the employee shall be entitled to retain workers compensation. Be it provided that sick days shall be deducted from the employee's accrued sick day reserve at a rate of one-quarter (1/4) sick day each workday of disability or at a rate of one (1) sick day for each four (4) workdays of disability.

21.4: In the event that an employee intends to leave the County for reasons other than for medical care or treatment, the Employer shall have the right to require that the employee see a physician of the Employer's selection to determine if such a trip is medically detrimental. The employee's failure to comply with this provision shall constitute sufficient grounds for denial of further salary subsidy by the Employer as provided in 22.1. This provision shall not subject the employee to discipline provided the employee is not determined medically fit to return to work by the physician.

ARTICLE XXII VETERANS

22.1: The applicable seniority rights of an employee who now or hereafter is a member of the Armed Forces of the United States shall accrue during the period of their military service for reinstatement purposes, subject to the following:

- A. That the returning veteran shall submit their application for reinstatement within one hundred and twenty (120) days of their honorable discharge or hospitalization continuing after discharge.
- B. That the veteran is physically and mentally able to perform a job in the unit covered by the Agreement.
- C. That the moral reputation of the veteran is then reasonably within the standards commonly required for law enforcement officers.

22.2: Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulation, will be granted leaves of absence for a period not to exceed a period equal to their applicable seniority, while in full time attendance in school under applicable federal laws in effect at the time of the honorable discharge of said veteran.

22.3: The mandatory provisions of federal laws and the state of Michigan having to do with the rights of veterans shall be recognized by the parties, hereto.

ARTICLE XXIII UNION BULLETIN BOARD

23.1: The Union may use a bulletin board which shall be located in the communications center for the purpose of posting notices of the following activities:

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

ARTICLE XXIV RETIREMENT

24.1: All full time regular 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.

24.2: The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The employee shall contribute five percent (5%) of their total wages as a bi-weekly payroll deduction. The County shall contribute the remaining contribution determined necessary.

24.3: 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.

24.4: 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 (20) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy-five percent (75%).

24.5: The retirant shall have had twenty (20) years of service credit in order to be eligible for health care coverage participation. The cost of the health care plan shall be borne by the retirement plan.

24.6: An employee disabled in conjunction with and as a result of their employment shall be eligible for disability pension. Be it provided to be eligible for disability pension the employee must have completed ten (10) years of service. The health care premium costs shall be borne by the retirement plan. Disability pension compensation shall be provided at fifty percent (50%) of the normal compensation at the time of disability. Disability pension shall be offset by social security and/or worker's compensation.

24.7: An employee who suffers a non-duty related permanent total disability shall be entitled to a pension provided the employee has at least ten (10) years of service. In the event an employee's death is due to a non-duty related disability, the employees' spouse shall be entitled to a pension if the employee is vested in the plan. Employees who were hired on or before March 25, 1992 shall be eligible for health care, the cost of which shall be borne by the plan. Employees hired after March 25, 1992 shall be ineligible for health care except as may be provided by applicable law such as C.O.B.R.A, or as provided by 24.5.

24.8: A Communications Officer shall be eligible for early retirement with twenty-five (25) or more years of continuous full time employment.

24.9: Retirement shall be computed on the base salary, overtime pay, service recognition, educational premium, shift premium and vacation accrual payoff and applicable supplemental pay but shall not include compensation from;

- A. Overtime pay in excess of one hundred (100) hours in a calendar year or compensatory time payoff.
- B. Vacation payoff in excess of two hundred and eighty (280) hours in the FAC period.
- C. Sick day accrual payoff upon separation from employment for any reason.

Final average compensation (FAC) will be computed on the best three (3) of the last ten (10) years for all members of the bargaining unit who are subject to this Modified Plan and retire on or after July 1, 2001.

ARTICLE XXV
PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT

25.1: Employees enrolled for accredited extension or formal educational courses leading to a degree in Police Sciences or Police Administration, or other educational or training courses deemed relevant by the Director, may request reimbursement for tuition, fees, and supplies. Approval for reimbursement shall be at the sole discretion of the Director and shall only be considered when the education maintains or improves the employee's skills in the area in which they are employed.

25.2: Request for reimbursement must be made in writing in advance 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.

25.3: 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 Director shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies. Approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. A denial of a request shall be provided in writing.

25.4: Reimbursement shall not exceed \$500.00 per year. The Director may make reasonable rules each budget year for determining the maximum amount reimbursable for each employee and the order of consideration.

25.5: The County shall determine whether books, manuals, and supplies reimbursed by the County shall become property of the County.

25.6: An employee shall have at least one year of full time service within the Bargaining Unit to be eligible for consideration.

25.7: 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.

25.8: An employee shall not be entitled to attend class or complete class assignments during their regularly scheduled working hours at the expense of the County, unless authorized by the Director. Nor shall the employee be entitled to utilize the resources of the County including supplies, equipment, or personnel without written authorization of the Director. Failure to comply with either provision may result in forfeiture of reimbursement for course expenditures or discipline including termination of employment or both.

25.9: Any employee who, within two (2) years of receiving educational reimbursement, terminates employment with the County to pursue other gainful employment, shall be required to repay to the County any reimbursements received within the two (2) years prior to their last such reimbursement.

ARTICLE XXVI
UNIFORM CLEANING ALLOWANCE

26.1: Full time employees required to wear a uniform will be provided a three hundred dollar (\$300.00) annual cleaning allowance. The uniform shall be provided by the County. Full time employees required to wear a uniform will be reimbursed up to seventy-five (\$75.00) dollars per year for uniform footwear purchased by the employee. Part time employees shall be entitled to fifty percent (50%) of the benefit provided the full time employee.

26.2: All uniforms shall become the property of the County upon the employee's termination regardless of the reason for termination. An employee who fails to return all uniforms shall be required to reimburse the County the uniform cost.

ARTICLE XXVII
UNIFORM REPLACEMENT

27.1: The Employer shall replace clothing destroyed or damaged in the line of duty to the extent of the remaining value of such destroyed or damaged clothing. Items of clothing are to include corrective lenses and time pieces at item value with a maximum reimbursement of \$200.00 per item.

27.2: Request for replacement or repair shall be made on appropriate departmental forms indicating the item damaged or destroyed, the cause, the original cost of the item, and the replacement or repair cost being requested. The employee will be required to produce the damaged or destroyed item when possible prior to being repaired or replaced.

ARTICLE XXVIII
HEALTH CARE, LIFE AND DENTAL INSURANCE

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

Core Annual Deductible:

\$100 – Employee

\$200 – Family

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

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

\$ 600 – Employee

\$1,200 - Family

\$15 Office Visit Co-Pay

Prescription Drugs:

\$10.00 Generic Prescription Drugs

\$20.00 Brand Name Prescription Drugs

MOPD – Mail Order Prescription Drugs

\$250 Maximum Annual In Network Preventative Health Care Services

VCA 80 - Vision Care

HCA – Hearing Care

FC – Family Continuation

SD – Sponsored Dependent

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

- A. Employees hired on or after July 1, 1985 shall pay 100% of FC and/or SD riders plan costs.
- B. Employees hired prior to July 1, 1985 who do not enroll dependents on the FC and/or SD riders until after July 1, 1985 shall pay 50% of the rider plan costs and the County shall pay 50% of the plan costs.
- C. Employees hired prior to July 1, 1985 with dependents enrolled prior to July 1, 1985 shall pay none of the premium cost of the FC and/or SD riders, which shall be paid 100% by the County. Be it provided, that dependents enrolled on or after July 1, 1985 shall be subject to the provisions of 31.1:B.
- D. The County shall have authority to select any plan provider, provided such coverage is equivalent or better.
- E. A retired employee shall pay the total premium cost of all insurance plans and/or provisions until age fifty (50).

28.2: Each regularly scheduled full time employee eligible to participate in the plan shall be entitled to select any one of the following options in the place of the core option.

A. Option I - Buy Up Community Blue Plan 1

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

B. Option II – Non-Participation Compensation

Full time employees who are eligible for health plan coverage but who choose not to participate shall be entitled compensation in lieu of benefits. The compensation will be paid in equal bi-weekly amounts in accordance with the annual amounts following:

- * \$1350 - Family Subscriber
- * \$1100 - Two Person Subscriber
- * \$ 650 - One Person Subscriber

28.3: The Employer will provide a group life insurance plan for qualified insurable employees issued by a company of the Employer's choice whereby the life of each

employee will be insured for \$ 40,000.

A. OPTION I

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

B. OPTION II

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

28.4: The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing at full cost to the County.

A. CORE PLAN

- * Plan 100/50/50 to an annual maximum of \$1000 per individual.
- * Orthodontia Class III 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.

28.5: 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 insurance carrier.

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

ARTICLE XXIX
EMPLOYEE LIABILITY

29.1: The County shall indemnify each employee against claims of liability which may arise from the course of employment provided the employee has acted lawfully and within the scope of their prescribed duties.

ARTICLE XXX
SERVICE RECOGNITION

30.1: The Employer shall recognize years of continuous full time service of those employees hired on or before June 30, 1996 by providing the following percentage of annual salary upon anniversary. Maximum annual salary allowable shall be no greater than \$45,000.

<u>Years of Service</u>	<u>Percentage of Annual Salary</u>
5 - 9	2%
10 - 14	4%
15 - 19	6%
20 - 24	8%
25+	10%

Employees who satisfy the requirements of the above schedule shall be paid a single lump sum payment the first full pay period following their date of full time hire.

30.2: Employees hired by the County on or after July 1, 1996 shall be ineligible for service recognition.

30.3: Continuous employment, for the purposes of this policy, shall not be considered as interrupted when absences arise as vacations, sick leave, or leave of absence authorized by the County for reasons permitted in this Agreement. An employee on leave, when payment is due, shall be paid the next pay day upon return, if possible, but not later than the second following pay day from return.

30.4: Payment shall be considered as regular compensation for such things as withholding tax, F.I.C.A., retirement, etc.

30.5: Employees with fifteen (15) or more years of service shall be entitled to a prorated lump sum payment in the event of retirement or death in service.

ARTICLE XXXI
SICK DAYS AND DISABILITY

31.1: Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by these policies. Employees that are scheduled to work twelve (12) hours shifts shall be credited with twelve (12) hours each month. Employees scheduled to work eight (8) hour shifts shall be credited with eight (8) hours each month. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

31.2: Full time regular employees shall be entitled to accrue sick days to a maximum of thirty (30) days as defined in article 31.1. For purposes of payroll due to retirement or termination of employment for any reason, accrued sick days shall be calculated to reflect eight (8) hour days.

31.3: An employee shall be eligible to use sick days, upon satisfactory completion of the orientation period, for personal illness or serious or critical illness to their spouse, parent or child. The employee shall also be eligible to use up to a maximum of seven (7) calendar days as funeral leave in the event of the death of a member of the immediate

family as defined and limited: mother, father, step-parent, brother, sister, spouse, child, step-child, grandparent, grandchild or immediate family member of the spouse according to the preceding definition. The employee shall be required to provide proof of illness to spouse, parent or child and/or death of immediate family member.

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

31.5: An employee who uses two (2) sick days in a thirty (30) calendar day period or four (4) days in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness shall be on "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. The employee shall be on proof required status for ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall not only be denied sick day compensation, but shall be subject to discipline.

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

31.7: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty-eight (28) consecutive calendar days. Compensation shall commence the twenty-ninth (29th) calendar 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.

31.8: The County shall provide the disabled employee salary continuation from the twenty-ninth (29th) calendar day to the one hundred and eightieth (180th) calendar day from disability. During the disability period the employee shall be entitled to continuation of the fringe benefits enjoyed immediately prior to disability. Be it provided that fringe benefits 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.

31.9: 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.

31.10: 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 County shall require prepayment of all premium costs.
- B. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty percent (50%) of the premium costs.

31.11: 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.

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

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

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

31.15: The employee must promptly notify their supervisor of their absence or be subject to discipline.

31.16: 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 or more	70%

For purposes of payoff due to retirement or termination of employment for any reason, accrued sick days shall be calculated to reflect eight (8) hour days.

31.17: Employees subject to 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 as defined in Article 31.1 and 31.2.
- B. The employee shall be paid off at a rate of fifty percent (50%) of the remaining value of the sick days.

31.18: An employee who has two hundred and forty (240) bank sick hours on December 31st will be eligible for a sick time non-usage bonus. To receive the bonus of \$500.00, which is payable in the second pay period of January, the employee shall not have used more than three (3) sick days in the calendar year running from January 1st through December 31st. Any employee who exceeds three sick days in the calendar year shall not receive the bonus.

This program shall be in effect for the length of the agreement subject to the employer's right on or after January 1, 2007 to remove this benefit at its discretion

during the term of this agreement.

ARTICLE XXXII
VACATIONS

32.1: Full time regular employees shall be entitled to vacation hours according to the following schedule:

<u>Years of Service</u>	<u>Full Time Employees</u> <u>Hours</u>
1 - 2	80
3 - 4	96
5 - 9	120
10 - 14	136
15 - 19	160
20 - 24	176
25+	200

32.2: The full allocation of hours according to the above schedule shall be credited to the employee upon each anniversary of employment with the department. An employee regularly scheduled to work twelve (12) hour shifts shall be entitled to accrue a maximum of four (4) hours of compensatory time per month as vacation hours.

32.3: An employee shall not be entitled to use more time than has been earned or in advance of time to be credited.

32.4: A full time employee shall not be entitled to carry forward more than eighty (80) hours of vacation credit from the previous year. An employee may not have more than two hundred and eighty (280) hours of unused vacation time credit at any time. An employee regularly scheduled to work twelve (12) hour shifts shall be entitled to one hundred and twenty (120) hours provided as eighty (80) in this paragraph, not exceed three hundred and twenty (320) hours.

32.5: Vacation selection among full time employees shall be made before the start of each year on the basis of classification seniority. The member with the most classification seniority will be allowed to choose first, then the next most senior, etc. Members may take any number of vacation days in their selection as long as the total vacation period does not exceed twenty-eight (28) consecutive days.

32.6: The Employer shall allow vacation to fifteen percent (15%) of the active full time employees in a classification. Active employees shall mean physically able to perform normal duties. In no case shall fifteen percent (15%) be less than one (1) employee. Fractions of numbers will be rounded up at the nearest whole number.

32.7: Requests for vacation time not selected before the start of each year on a classification seniority basis shall be granted to members on a "first come, first serve" basis. An employee who has an immediate need due to an unforeseen circumstance may request vacation time. The employee shall attempt to request vacation time in advance or as circumstances allow. The Employer shall make every reasonable effort to grant the request.

32.8: An employee who terminates employment for any reason shall be entitled to

payment of all accrued vacation hours to a maximum of two hundred and eighty (280) hours and a proration of the hours to be credited to them on their following anniversary. In the event of death, said vacation hours shall be paid to the employee's beneficiary or estate. The employee shall forfeit eight (8) hours of vacation payoff for each eight (8) hours short of providing two (2) weeks notice of a voluntary quit.

ARTICLE XXXIII HOLIDAYS

33.1: All full time employees are entitled to the holidays determined by the state Supreme Court Administrator's Office.

33.2: Employees required to work a holiday shall be paid at the rate of time and a half (1 1/2) their hourly rate plus eight hours straight time holiday pay.

33.3: Employees not required to work a holiday, even though it may fall on a normally scheduled workday shall receive straight time holiday pay.

33.4: Employees on a scheduled day off shall receive vacation time credited to them. Vacation day credit shall mean eight (8) hours or twelve (12) hours according to the employee's regular scheduled work day. In the event an employee is called to work on a scheduled day off, the employee shall be paid at two (2) times their regular rate of pay in addition to receiving a vacation day credit.

33.5: Effective January 1, 2002, and each January thereafter, each member of the Bargaining Unit may, during the month of December prior to January 1, on a form provided by the Department, submit to the Director where applicable, their preference of receiving holiday pay or vacation day credit where provided in 35.2 above. Such election shall be irrevocable for the ensuing calendar year. In the event an option is not so registered by January 1, the employee shall receive pay for each holiday occurrence as provided in 33.4 above. Such option shall not be available to any member carrying the maximum of 280 hours or 320 hours as provided in Article 33, Section 33.4.

33.5: Employees not scheduled to work weekends shall celebrate the holiday on the preceding Friday if it falls on a Saturday or on the following Monday if it falls on a Sunday.

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

ARTICLE XXXIV JURY DUTY

34.1: Employees who are called and/or serve on Jury Duty on a scheduled work day shall be considered as having worked that day, provided that proof of serving jury duty is given, checks from court are turned in and duty was for more than four (4) hours. If an employee serves less than four (4) hours, he shall return to work or report for his regularly scheduled shift.

ARTICLE XXXV
SALARY

3.5% - EFFECTIVE JULY 1, 2006

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Communications Officer	\$32,963	\$34,477	\$36,068	\$37,742	\$39,043	\$40,625

ARTICLE XXXV
TERM OF AGREEMENT

35.1: This Agreement shall be in effect and become operative on August 1, and shall continue in operation and effect through June 30, 2007. If either party hereto desires to terminate, modify, or amend this Agreement it shall, at least ninety (90) calendar days prior to June 30, 2007 give notice in writing to the Employer or to the Union 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 June 30, 2007 subject to termination or modification, thereafter by either party upon ten (10) calendar day's written notice.

35.2: 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 _____, _____.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

THE COUNTY OF ST. CLAIR

James A. Tignanelli, Business Agent

Chairperson, Board of Commissioners

Marilyn Dunn, County Clerk

Date

Date

LETTER OF UNDERSTANDING
REGARDING
ARTICLE XXIV
RETIREMENT PLAN
MILITARY TIME

The County of St. Clair, on behalf of the trustees of the St. Clair County Retirement Plan and the Police Officers Association of Michigan on behalf of the St. Clair County Sheriff Department Employees - POAM, St. Clair County Sheriff Department Corrections Supervisors – COAM, St. Clair County Communications Officers - POAM and St. Clair County Probate Court Clerical Employees - TPOAM hereby establish and agree as follows:

1. Bargaining unit members employed in a full time regular classification and position subject to any of the aforementioned Collective Bargaining Agreements on or before April 10, 1992 shall be subject to the terms and conditions governing military service time as follows:

Under Act No. 182 of the Public Acts of 1975, "A member who is drafted or enlists, or who was drafted or enlisted in a military service of the United States and who has been on active duty in the military service shall have the military service active duty credited to him upon his payment to the retirement system of an amount equal to the contribution, together with interest at the rate of 3%, from the dates of the military service to the dates of payment. The contribution shall be based on the period of military service claimed and the member's applicable contribution program and annual rate of compensation in effect at the time of payment. Military service shall not be credited a member if he received credit for the service under another provision of the section of this act. Not more than 6 years of service shall be credited to a member for all military service actually served by him".

2. Any bargaining unit member employed in a full time regular classification and position after April 10, 1992 shall be subject to the terms and conditions as follows:

- a. The member has at least 10 years of credited service, not including any credited service acquired for intervening military service under the provisions of Section 4.4;
- b. The member pays the retirement system 5% of the member's annual, full-time rate of compensation at time of payment multiplied by the period of service being purchased;
- c. Armed service credited a member under this paragraph shall not exceed the smaller of 2 years and the difference between 4 years and the intervening armed service credited the member under Section 4.4;
- d. Credited service shall not be granted for periods of military service which are or could be used for obtaining or increasing a benefit from another retirement system.
- e. The member entered the armed service before June 1, 1980 or entered during a time of war or emergency condition on or after June 1, 1980;

- f. The member entered the armed services on or after June 1, 1980 during a time of war or emergency condition.

3. Any bargaining unit member employed in a full time regular classification and position on or before April 10, 1992 shall be required to identify the dates of military service on a form provided by the County. In the event the employee fails to complete and return the form to the County within thirty (30) calendar days, the employee shall be subject to the same provision as an employee hired after April 10, 1992. Be it understood that the completion and submission of the form does not obligate the employee to secure credit for military service.

- 4. The Police Officers Association of Michigan on behalf of the St. Clair County Sheriff Department Employees - POAM, St. Clair County Sheriff Department Corrections Supervisors – COAM, St. Clair County Communications Officers - POAM and St. Clair County Probate Court Clerical Employees - TPOAM, shall withdraw from further consideration the unfair labor practice charge Case No. C92 D-79. Further, the Police Officers Association of Michigan on behalf of the St. Clair County Sheriff Department Supervisors – COAM, St. Clair County Communications Officers - POAM and St. Clair County Probate Court Clerical Employees - TPOAM, either individually or collectively shall refrain from any form of grievance, legal charge or claim against the County of St. Clair or the St. Clair County Retirement Plan with regard to employee military service credit.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

THE COUNTY OF ST. CLAIR

James A. Tignanelli, Business Agent

Chairperson, Board of Commissioners

SHERIFF'S ASSOCIATION

Marilyn Dunn, County Clerk

Date _____

Date _____

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 24 - RETIREMENT
PLAN OPTION

The County of St. Clair and the St. Clair County Communications Officers - POAM agree and acknowledge the following current and former bargaining unit members to have voluntarily elected to participate in the Retirement Plan in affect prior to April 15, 1992 hereafter known as the old Retirement Plan.

Adams, Mary Ann
King, Cynthia
Tallmadge, Scott

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

THE COUNTY OF ST. CLAIR,
MICHIGAN

James Tignanelli,
Business Agent

Chairperson, Board of
Commissioners

Marilyn Dunn, County Clerk

Date_____

Date_____

LETTER OF UNDERSTANDING
REGARDING
SUCCESSOR EMPLOYMENT

In the event the County of St. Clair ceases to be the employer of Communications Officers and is succeeded by a Central Dispatch Authority or a similar entity as the employer, the successor employer shall recognize the Police Officer's Association of Michigan (POAM) as the exclusive representative of the Communications Officers for purposes of collective bargaining and enforcement of terms and conditions of employment set forth in the collective bargaining agreement. Further, the successor employer shall honor and adhere to the terms and conditions of employment established by the collective bargaining agreement. In the event the successor employer is unable to comply with or adhere to any terms or conditions of the collective bargaining agreement for reasons beyond its control, the successor employer and the POAM shall meet and confer in order to reach an amenable resolution.

FOR THE POAM

FOR THE COUNTY

Date: _____

Date: _____