

A G R E E M E N T
BETWEEN
THE ST. CLAIR COUNTY
BOARD OF COMMISSIONER
AND
THE ST. CLAIR COUNTY
PUBLIC SERVICE EMPLOYEES
LOCAL 1089
AFSCME, AFL - CIO
JULY 1, 2005
THROUGH
JUNE 30, 2009

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
	AGREEMENT	2
	PURPOSE AND INTENT	2
1	RECOGNITION	2
2	MANAGEMENT RIGHTS	3
3	SUBCONTRACTING	3
4	UNION SECURITY	4
5	UNION DUES AND SERVICE FEE DEDUCTIONS	4
6	UNION REPRESENTATION	6
7	GRIEVANCE PROCEDURE	7
8	DISCHARGE AND DISCIPLINE	11
9	PROBATIONARY EMPLOYEES	11
10	SENIORITY	12
11	LOSS OF SENIORITY	14
12	SENIORITY LIST	14
13	LAYOFF	15
14	RECALL FROM LAYOFF	17
15	TRANSFERS	18
16	TEMPORARY ASSIGNMENTS	18
17	TEMPORARY, CASUAL AND SEASONAL EMPLOYEES AND STUDENTS AND LIBRARY PAGES	19
18	RATES FOR NEW JOBS	21
19	JOB POSTING	21
20	VETERANS	24
21	LEAVES OF ABSENCE	24
22	WORKING HOURS	26
23	OVERTIME	29
24	EQUALIZATION OF OVERTIME HOURS	30
25	SHIFT PREFERENCE	31
26	SICK DAYS	31
27	FUNERAL LEAVE	35
28	JURY DUTY	35
29	INJURY LEAVE (WORKER'S COMPENSATION	36
30	VACATIONS	37
31	HOLIDAYS	38
32	HEALTH CARE AND DENTAL INSURANCE	40
33	LIFE INSURANCE	44
34	ACT OF GOD	44
35	SERVICE RECOGNITION	45
36	UNIFORM ALLOWANCE	45
37	MILEAGE ALLOWANCE	46
38	RETIREMENT BENEFIT	46
39	EQUIPMENT, TOOLS AND SUPPLIES	52
40	UNION BULLETIN BOARDS	52
41	WORK PERFORMED BY ADMINISTRATIVE PERSONNEL	52
42	SAFE WORKING ENVIRONMENT	52
43	WITHHOLDING OF PROFESSIONAL SERVICES	53
44	DISCRIMINATION AND HARASSMENT	54
45	WAGE SCHEDULE	56
46	TERMINATION OF AGREEMENT	68
	LETTER OF UNDERSTANDING REGARDING RETIREMENT	69

AGREEMENT

This Agreement entered into on this 1st day of July, 2005 between the St. Clair County Board of Commissioners (hereinafter referred to as the "EMPLOYER") and St. Clair County Public Service Employees, Local 1089, AFSCME, AFL-CIO (hereinafter referred to as the "UNION"). The headings used in the Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interests of the community depends upon the Union's and the Employer's success in establishing a proper service to the citizens of St. Clair County.

ARTICLE 1 **RECOGNITION**

SECTION 1

The Union is hereby recognized as the exclusive representative for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, and other employment conditions for all departments, currently excluding employees of the Friend of the Court, Court employees, supervisory employees, confidential employees, temporary employees, Sheriff Department employees currently represented by labor organizations, Adult Probation employees, Registered Nurses, Juvenile Detention Center employees, and elected or appointed officials.

SECTION 2

Employees represented by the Union, but receiving any part of their salary and benefits made available through any state or federally funded program, shall be subject to all provisions of this Agreement equally with all other employees. Employees in positions funded in any part through any state or federal funds shall be considered separate and distinct with such matters as are specifically applicable to said employees as provided by this Contract, except as otherwise provided by applicable laws.

SECTION 3

The Union's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its right to exercise such function or right or preclude the Union from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 2
MANAGEMENT RIGHTS

It is recognized that the management of the County, the control of its properties, and the maintenance of order and efficiency is solely the responsibility of the County. Other rights and responsibilities not abridged by this Contract shall belong solely to the County and are hereby recognized prominent among, but by no means wholly inclusive.

- A. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to discontinue jobs; the maintenance and repairs; amount of supervision necessary; methods of operation; scheduling hours; manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate St. Clair County.

- B. Further, it is recognized that the responsibility of the management of the County for the selection and direction of the working forces includes the right to hire, suspend, discipline or discharge for just cause; assign work within the unit; promote or transfer; the right to decide employee's qualifications; to determine the rules and regulations governing employee's conduct and safety; and to relieve employees from duty because of lack of work or other legitimate reason; is vested exclusively in the County, subject only to the provisions of this Agreement as herein set forth.

- C. The County's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3
SUBCONTRACTING

SECTION 1

The County is interested in maintaining maximum employment for all employees covered by this Agreement, consistent with the needs of the County. Therefore, in making these determinations, the County intends always to keep the interest of the County employees in mind.

SECTION 2

The right of contracting or subcontracting is vested with the County.

SECTION 3

The County shall notify the Union of its intention to contract or subcontract work

currently performed by any Bargaining Unit member at least thirty (30) calendar days prior to letting any contract or subcontract. The Union may request and shall be provided a meeting with the County within that thirty (30) calendar day period. At such meeting, the County will advise the Union of the nature, scope, and reasons of the work to be contracted or subcontracted, in addition to the names and classifications of employees affected. The County shall not let a contract or subcontract until thirty (30) calendar days after a meeting with the Union.

SECTION 4

In the event that a County employee(s) is laid off or displaced as a direct result of sub-contracting, the laid off or displaced employee shall have recall rights in accordance with Section 6 of Article 14 - Recall From Layoff.

SECTION 5

Therefore, it is the County's intention that any County employee who desires to further a career in the public service shall not be denied the opportunity. When and where possible, the Employer shall provide on-the-job training or any training necessary as determined by the Employer in order to provide continued employment.

ARTICLE 4
UNION SECURITY

SECTION 1

Employees covered by this Agreement at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a service fee equivalent to union dues for the duration of this Agreement, within thirty (30) days after the effective day of this Agreement.

SECTION 2

As a condition of continued employment, all employees who are hired, rehired, or transferred into the Bargaining Unit shall, within thirty (30) days after the effective date of this Agreement and for its duration, become members of the Union and pay dues as required by the Union, or elect not to become a member of the Union and pay to the Union a service fee equivalent to union dues.

ARTICLE 5
UNION DUES AND SERVICE FEE DEDUCTIONS

SECTION 1

CHECK OFF:

- A. The Employer agrees to deduct from the wages of any employee, all union membership dues or service fees, as provided in a designated written authorization form. The executed written authorization for union dues or service fee deduction shall remain in full force and effect during the period of the Contract and may be revoked only by written

notice given during the period thirty (30) days immediately prior to the expiration of this Agreement. The termination notice must be given both to the Employer and the Union.

- B. The dues will be authorized, levied and certified in accordance with the constitution and by-laws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certification by the Secretary-Treasurer of the local Union regarding the amounts to be deducted.

SECTION 2

Remittance of Dues and Fees:

- A. Check off deductions under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first two pay periods of each month. Be it provided that the last dues or service fees deduction of any calendar year shall be adjusted the final pay of the year to reflect the amount of normal monthly union dues or service fees.

AUTHORIZATION FORM

TO: _____
Employer

I hereby request and authorize you to deduct from my earnings one of the following:

- () An amount established by the Union as monthly dues.
- () An amount equivalent to monthly Union dues, which is established as a service fee.
- () A bi-weekly amount of \$_____ designated to AFSCME PEOPLE program

The amount deducted shall be paid to Michigan Council #25, AFSCME, AFL-CIO.

BY: _____
Print Last Name First Name

Address City & State Zip
Telephone

Department Classification

Signature Date

- B. Deductions for any calendar month shall be remitted to the Secretary-Treasurer of Michigan, Council #25, AFSCME, AFL-CIO, with the alphabetical list of names and the amount deducted, no later than the fifth (5th) working day of the month, following the month in which they were deducted.

- C. The Employer shall notify the Secretary-Treasurer of the names and addresses of employees who are newly hired, rehired, transferred or reinstated into the Bargaining Unit and of the names and addresses of employees who are no longer subject to deductions because of employment status.
- D. An employee may voluntarily contribute to the AFSCME PEOPLE program by way of payroll deduction using the above dues deduction form. An employee may initiate, modify or discontinue payroll deduction no more than twice in a twelve (12) month period.

SECTION 3

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 and Article 4 - Union Security. 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 6 **UNION REPRESENTATION**

SECTION 1

Employees covered by this Agreement shall be represented on all matters of application of this Agreement, including the Grievance Procedure, by seven (7) stewards and a local union president.

SECTION 2

Employees subject to this Agreement shall be represented by a bargaining committee selected by the Union comprised of no more than six (6) members. The bargaining committee members shall suffer no loss of pay or benefits for attending negotiation meetings scheduled during their regularly scheduled hours of work. The Employer will continue to provide the compensation and benefits of no more than two (2) committee members who are from the same department. The Employer shall not be required to compensate the Bargaining Committee members for time spent in preparatory meetings for negotiations.

SECTION 3

The representatives of the Union shall suffer no loss of pay or benefits for representing members of the Bargaining Unit on all matters of application of this Agreement, including the presentation of grievances, negotiations of changes and terms and conditions of employment during regularly scheduled hours of work.

SECTION 4

The Union shall notify the Human Resources Director, in writing of names, classifications and departments of all local representatives of the Union. Members of the Unit who are not officially identified as Union Representatives shall not be recognized or permitted to represent the interests of other members of the Union to the Employer. Changes in Union representation shall be made, in writing, to the Human Resources Director in prompt fashion.

SECTION 5

The representation of employees shall not unduly disrupt the operation of the County's effective rendering of County services. To facilitate this end, the employee representative and the employee shall notify their respective supervisors when the representative is made aware of the need to meet and confer or to expedite Union business. Department heads and supervisors who contemplate meeting with a bargaining unit member which may require the participation of a local Union representative should consider the need of the representative to provide advance notice to his or her supervisor to attend the meeting. The supervisor shall not deny any reasonable request that does not unduly disrupt the effectiveness of the County's operation. The County, including its supervisors, shall make every effort to accommodate the representatives of the Union in their representation of Bargaining Unit members to promote harmonious labor relations.

SECTION 6

In the event of a layoff within a department affecting Bargaining Unit members, within their affected department, the Local President or Chief Steward shall not be subject to layoff when there is a bargaining unit position within the department that is represented by the Union if the President or Chief Steward is qualified for and capable of performing the work required. When a layoff is instituted, no employee shall be permitted to displace an employee in a higher paying classification salary range or in another department. The Employer shall not be required to train or retrain an employee in such circumstance to avoid being laid off.

ARTICLE 7
GRIEVANCE PROCEDURE

STEP 1

- A. Any employee having a specific grievance alleging a violation of this Agreement; a violation or deviation from a specific established County policy or procedure; or a failure of the County to comply with a specific policy, procedure, method or regulation of the County shall, within fifteen (15) days of the alleged grievance, take the matter up with the Department Head or their designated representative, who shall attempt to adjust the grievance with the terms of this Agreement or County policy, procedure, method or regulation. The employee may have their Union Representative present at this Step.
- B. Any employee may request the department head or the designated representative of the department head to call one of the designated

stewards to handle a specified grievance with the department head or the designated representative of the department head. In this case, the steward will be notified without undue delay, and without further discussion of the grievance. This procedure shall not unduly delay the operations of the County.

- C. 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 rather than days.

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 department head within five (5) days after the meeting or adjourned meeting at Step 1. In this case, a meeting will be arranged within five (5) days between the designated representative of the Union, the Grievant(s), and the department head or the designated representative of the department head, for the purpose of attempting to settle the grievance at the departmental level.
- B. The department head shall provide a written decision within five (5) days to the Union.

STEP 3

- A. Grievances shall be considered settled at Step 2 unless written notice is delivered to the Human Resources Office within seven (7) days after completion of Step 2.
- B. Such notice shall contain a request by the Union that a hearing be held within two (2) weeks of the delivery of said notice for the disposition of said grievance. At such hearing, both the Union and the Employer 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 Employer may be represented by one (1) or more representatives, and the Union and the Grievant(s) may be represented by steward and president, theretofore designated as grievance representatives and such other Union representatives it wishes to have present provided full compliance is made with Article 6 - Union Representation, Section 5.
- D. The grievance representative(s) of the Employer shall deliver the decision of the Employer to the Union in writing within seven (7) days 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 Union and the Employer.

- f. The grievance shall be considered settled at Step 3 unless written notice is delivered to the Human Resources_Director within thirty (30) calendar days after the completion of Step 3.

STEP 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration as final step in the grievance procedure shall be subject to the following safeguards and conditions:

- A. The Union shall, within thirty (30) calendar days following the County's decision at Step 3, notify the County Human Resources Director in writing of the Union's intention to pursue arbitration or the matter will be untimely.
- B. The Union shall within sixty (60) 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. The above time limit may be extended by mutual agreement.
- C. That the Union, on behalf of its members, and the Board of Commissioners on behalf of the supervisory personnel, including the department head, shall make available during the proceedings before the arbitrator, any witnesses alleged by the opposite party to have knowledge of material facts or evidence upon the issue being submitted to the arbitrator. In the event the Board of Commissioners fail to produce such supervisory personnel, including the department head; or in the event such supervisory personnel, including the department head are produced and refuse to answer any questions which the arbitrator directs them to answer, the arbitrator may enter an award against the Board of Commissioners, which award shall be final and binding and not subject to review by the Board of Commissioners. In the event an employee certified as eligible in the Bargaining Unit for membership in the Union is not produced, or is produced and refuses to answer any questions which the arbitrator directs them to answer, the arbitrator may enter an award against the Grievant and the Union; which award shall be final and binding and not subject to review by the Grievant or the Union; provided further, that the failure of such employee to appear and/or answer as herein described shall constitute good and sufficient cause for the summary discharge of such employee.
- D. The parties hereto recognize the fact that under existing laws, some employees may choose not to become members of the Union. In this connection, the Union agrees to furnish the Human Resources Director with a list of its members within ten (10) days following the execution of this contract; and further agrees to furnish a current list of members upon request. Any member of the Union, by accepting membership and the benefits of this Agreement, waives all legal rights otherwise available from the penalties of this provision and each member shall execute such waiver. With reference to new employees, such waiver shall be required prior to commencement of work. Such

waiver shall be in the following form:

I, the undersigned, in consideration of the St. Clair County Board of Commissioners providing me with the compulsory arbitration provision in the Labor Contract between Local 1089, AFSCME, AFL-CIO, and the St. Clair County Board of Commissioners, do hereby acknowledge that as a condition to my continued employment with the County that I will appear as a witness in all arbitration hearings upon request, and answer, under oath, all questions which the arbitrator directs me to answer. I further agree that my failure to appear upon request, or my failure to answer such questions as the arbitrator directs me to answer shall constitute good and sufficient cause for my summary discharge.

- E. The fee and expenses of the arbitrator shall be shared equally. All other expenses related to the arbitration proceedings including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.
- F. The arbitrator shall have powers as hereby limited, after due investigation, to make a decision in cases of alleged violation, misinterpretations, or misapplication of a specific Article and Section of this Agreement.
- G. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- H. The arbitrator in rendering a decision, shall give full recognition of the Management Rights provision of this Agreement as it relates to responsibilities, power, authority and rights vested with the County, except as specifically limited by express provision of this Agreement.
- I. 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 the Union, its members, the employee(s) involved and the Employer.
- J. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the department head directly and the processing of such grievance shall commence at Step 2. The grievance must be presented within fifteen (15) working days of the occurrence of the facts on which the grievance is based. Be it provided, that the Union shall be required to demonstrate that the matter grieved conforms to the definition of a grievance as defined in Step 1., A., or the grievance shall be determined inappropriate.

ARTICLE 8
DISCHARGE AND DISCIPLINE

SECTION 1

The Employer shall notify the Union in writing within two (2) working days of the discharge or suspension of a member and within seven (7) calendar days of the discipline of a member. A member shall be entitled to have a local designated representative present when discipline is administered and shall be so advised at the time that a meeting is scheduled for this purpose. 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 any written complaints 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.

SECTION 2

Should the discharged, suspended, or disciplined employee consider the charge improper, procedures outlined in the Grievance Procedure provisions of this Agreement may be followed by the employee.

SECTION 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 his/her employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE 9
PROBATIONARY EMPLOYEES

SECTION 1

New employees hired in the Unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee completes the probationary period, they shall be entered on the seniority list of the Unit and shall rank for seniority from their initial date of hire.

SECTION 2

The probationary period may be extended an additional sixty (60) calendar days, by mutual agreement, in writing, between the Employer, the Union and the employee involved, provided the Employer gives reasons for said extension.

SECTION 3

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages and hours of employment, and working conditions of employment, as set forth in the Recognition clause of this Agreement, except discharged and disciplined employees for other than union activity.

SECTION 4

Employees hired after the date of this Agreement, who receives any part of their salary or benefits through any federally funded programs, shall have their seniority computed separate and distinct from other employees if applicable by law.

ARTICLE 10
SENIORITY

SECTION 1

Full time employees shall accrue seniority from their most recent date of hire with the County. Seniority shall apply only as set forth in this Agreement.

SECTION 2

Part time employees shall accrue seniority from their most recent date of hire with the County. Seniority shall apply only as set forth in this Agreement.

SECTION 3

The seniority of full time and part time employees shall be maintained separately and distinctly.

SECTION 4

By way of definition:

- A. A full time employee is regularly scheduled to work a seven and one-half (7 1/2) or eight (8) hour day and a thirty-seven and one-half (37 1/2) or forty (40) hour work week, as established by past practice.
- B. A part time employee is regularly scheduled to work seven (7) or fewer hours in a day and/or thirty-five (35) or fewer hours in a week.

All Departments subject to this Agreement are expected to notify the Union on a form provided by the Human Resources Department of the placement of a temporary employee.

SECTION 5

In the event a full time employee becomes part time, they shall have seniority from their date of hire with the County, and be entitled to the fringe benefits normally due a part time employee.

SECTION 6

A part time employee hired prior to January 1, 1983 who becomes full time shall be entitled to fringe benefits as follows:

- A. The employee shall be placed on the full time employee seniority roster from their date of hire.

- B. The employee shall be placed on the accrual schedule for sick and vacation days in accordance with their seniority.
- C. The employee shall be entitled to enroll for the various insurance programs upon full time hire and shall become eligible for coverage within the normal period to affect such coverage.
- D. The employee shall be subject to the provisions of the retirement plan from their date of full time hire.
- E. The employee shall be eligible for longevity upon completing five (5) years of continuous full time employment as defined in Article 34 - Service Recognition.

SECTION 7

A part time employee hired on or after January 1, 1983 who becomes full time shall be entitled to fringe benefits as follows:

- A. The employee shall have their seniority prorated. The proration shall represent the number of hours worked to the number of normal full time hours. Prorated seniority shall be calculated as follows.
 - I. The total number of hours worked by a part time employee shall be divided by either 1950 or 2080 annual full time hours contingent upon the operation of the department to establish years of full time service.
 - II. The remaining hours shall be divided by 7.5 or 8 hours in a work day to establish the number of work days.
 - III. The work days shall be divided by 21.67 the average number of work days in a month.
 - IV. The remaining workdays shall be multiplied by 1.4 to establish calendar days.
 - V. The number of years, months and calendar days shall be subtracted from the employee's date of full time hire to establish his or her full time seniority date.
- B. The employee shall be placed on the accrual schedule for sick and vacation days in accordance with their prorated seniority.
- C. The employee shall be entitled to enroll for the various insurance programs upon full time hire and shall become eligible for coverage within the normal period to affect such coverage.
- D. The employee shall be subject to the provisions of the retirement plan from their date of full time hire.

- E. The employee shall be eligible for longevity upon completing five (5) years of continuous full time employment as defined in Article 34, Service Recognition provided that they become full time employees prior to July 1, 1996.

ARTICLE 11
LOSS OF SENIORITY

An employee shall lose seniority for the following reasons:

- A. Resigns or quits.
- B. Is discharged and the discharge is not reversed.
- C. The employee does not return to work when recalled from layoff as set forth in the recall provisions of this Agreement.
- D. Retires.
- E. Fails to return to work at the end of an approved leave, unless authorized or excused in writing.
- F. Is absent without approval for three (3) consecutive work days without a call-in, unless the employee can prove extenuating circumstances that prohibited notification of the Employer.
- G. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater, but not greater than two (2) years.
- H. Layoff as a direct result of sub-contracting, for a continuous period beyond the duration of the initial sub-contract period insofar as the layoff exceeds the benefits in g. above but not greater than the employees seniority or thirty-six (36) months which ever is less.

ARTICLE 12
SENIORITY LIST

SECTION 1

The seniority list on the date of this Agreement will show the date employed (first day on which the employee reported for work), name and job title of all employees of the Bargaining Unit entitled to seniority.

SECTION 1

The Employer will keep the seniority list up to date and will provide the Local President and Secretary with a copy at least every six (6) months or at intervals otherwise mutually agreed upon by US mail, interdepartmental mail or by e-mail. The Local President or Secretary shall, during normal office hours be entitled to make copies and distribute to all bargaining unit sites using US mail, interdepartmental

mail or e-mail. Seniority lists shall be proper subject matter to be posted on union bulletin boards by bargaining unit members.

ARTICLE 13
LAYOFF

SECTION 1

Layoff shall mean a reduction in the work force due to a decrease of work or budget limitation as determined by the Employer. An employee shall be considered to be laid off who is not working in the classification to which they were last hired.

SECTION 2

When a layoff is determined to be necessary by the Employer, the Union shall be notified promptly. The Union may request to meet with the Employer prior to implementing a layoff. The Employer shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting. When a layoff is to employee(s) in state or federally funded programs, no meeting shall be scheduled.

SECTION 3

The method of layoff, insofar as it does not violate any provision herein, shall not be subject to the Grievance Procedure.

SECTION 4

Employees to be laid off will have no less than fourteen (14) calendar days written notice of layoff. The Union will be provided a copy of the layoff notice given to each employee.

SECTION 5

A layoff shall be limited to the department(s) affected as determined by the Employer. A department is a division of the County which provides a particular County service or function individually funded and managed apart from any other division. Departments with employees who are subject to representation are: Airport, Animal Shelter, Administrator/Controller, Building and Grounds, Cooperative Extension, County Clerk/Register of Deeds, Drain Commissioner, Equalization, Information Services, Landfill, Lands and Graphics, Library, Parks and Recreation, Prosecuting Attorney, Public Health, Planning, Sheriff, Treasurer, and Veteran's Affairs. An employee shall not be entitled to displace an employee in another department but shall be strictly limited to displacements within their assigned department.

SECTION 6

When a layoff is necessary, temporary and probationary employees in the affected department shall be laid off first, provided the remaining employees are qualified to perform the function required by the Employer. To be qualified, an employee must meet the minimal education, experience and ability standards

established for the position. Employee(s) shall be laid off in seniority order from the least to the most senior, provided that the most senior employee(s) qualified to perform the function shall be retained.

SECTION 7

An employee who is scheduled for layoff but who has sufficient seniority and has the necessary qualifications to displace another employee in their department in a different classification shall be granted a one (1) month trial period. The trial period will provide the County and the employee with the opportunity to become acquainted with the job. If, at the end of the trial period, the employee is unable to perform the function to the satisfaction of the Supervisor, the employee shall be laid off and the most senior laid off employee qualified for the position shall be recalled.

SECTION 8

When a layoff is instituted, no employee shall be permitted to displace an employee in a higher paying classification salary range or in another department.

SECTION 9

In the event two or more employees have equal seniority, layoff shall be by employee payroll number. The employee(s) with the highest employee payroll number(s) shall be considered to have the least seniority.

SECTION 10

During the period of layoff, an employee shall accrue no seniority nor be eligible for any fringe benefits.

SECTION 11

A laid off or displaced employee shall have recall rights in accordance with Article 14 - Recall From Layoff.

SECTION 12

A part time employee shall not have the right to displace a full time employee. A full time employee who has greater seniority shall be given the option of layoff or displacement of a part time employee in their department. When the option has been implemented, the employee may not request the other option. Full time employees who become part time through displacement shall be entitled to only those benefits normally due a part time employee.

SECTION 13

An employee scheduled for layoff shall have the option to accept the layoff or request the displacement of a temporary or probationary employee in another department in the same classification. The County shall determine which temporary or probationary employee is to be displaced. The employee who displaces a temporary employee shall be considered as temporary, but shall continue to receive the fringe benefits consistent with their former position.

ARTICLE 14
RECALL FROM LAYOFF

SECTION 1

Recall from layoff shall mean a return to work from layoff, including a displacement.

SECTION 2

When a recall from layoff is determined to be necessary by the Employer, the most senior employee from the department who is either laid off or displaced who is qualified to perform the function required by the Employer shall be recalled.

SECTION 3

Notice of return to work shall be sent by Registered or Certified Mail to the last known address of the employee. The date to report to work shall allow the employee the opportunity to provide the interim employer with two (2) weeks separation notice. Failure of the employee to report to work as scheduled, or to confirm a mutually satisfactory alternative date, shall result in the employee's termination. The Employer may contact the employee in order to arrange for a mutually satisfactory date to return to work which provides less than two (2) weeks notice.

SECTION 4

Upon return to work, the Employer shall calculate the employee's adjusted seniority date. The adjusted seniority date shall recognize seniority for the period prior to layoff only. The adjusted seniority date shall be applicable for calculating all provisions, economic and non-economic of the Collective Bargaining Agreement.

SECTION 5

A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than twenty-four (24) calendar months.

SECTION 6

An employee laid off or displaced as a direct result of sub-contracting, shall have recall rights extended for the duration of the initial sub-contract period insofar as the layoff exceeds the benefits in Section 5 above but not greater than the employees seniority or thirty-six (36) months which ever is less.

SECTION 7

Upon recall, a full time employee who fails to accept an offer of full time work to which the employee is qualified shall result in the employee's termination and the forfeiture of any recall rights. A part time employee who fails to accept an offer of part time work to which the employee is qualified shall result in the employee's termination and the forfeiture of any recall rights.

ARTICLE 15
TRANSFERS

SECTION 1

If an employee transfers to a position with the Employer not included in the Bargaining Unit and thereafter transfers back to a position within the Bargaining Unit, the employee shall retain all rights accrued for the purpose of any fringe benefits as may be provided in this Agreement.

SECTION 2

When operations or organizational components are transferred from one location to another for a period of more than seven (7) calendar days, the employees affected will be given the opportunity to transfer within their classification, so long as continuous and effective delivery of service shall not be affected. In the event an affected employee refuses to transfer with the operation or organizational component, and there are no other current vacancies to which he or she may transfer, he or she shall be deemed to have resigned.

SECTION 3

For purpose of job bidding the employee shall only be entitled to that seniority acquired while a member of the bargaining unit or while paying a service fee.

SECTION 4

Employees returning to the bargaining unit as described in this article shall not have the displacement rights set forth in Article 13 – Layoff within the first twelve [12] months of their return to the bargaining unit except when the return was within six [6] months of leaving the bargaining unit.

SECTION 5

When a position becomes vacant, bargaining unit members in the same classification in the affected department may apply for the position. They shall be granted an interview. If denied the position they shall be given constructive reasons for the denial. If successful, they will be given a ninety (90) day trial period. If the employee cannot demonstrate the ability to perform the duties of the position, they shall be returned to their initial position before the transfer; and this not be subject to the grievance procedure.

ARTICLE 16
TEMPORARY ASSIGNMENTS

SECTION 1

An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant. Temporary assignments shall be limited to thirty (30) working days with extension only through concurrence of the County, Union and affected employee.

SECTION 2

Temporary assignments shall be authorized in writing to the employee by the Supervisor and in the event that the temporary assignment will be for fifteen (15) consecutive work days, a copy will be provided to the Union.

SECTION 3

A temporarily assigned employee shall be paid the rate consistent with the position for working five (5) or more consecutive working days. Upon working the fifth (5th) consecutive working day, the employee shall be entitled to pay back to the first day of the temporary assignment. A temporarily assigned employee having met the conditions herein shall not be made to suffer a reduced rate of pay for a temporary assignment.

ARTICLE 17
TEMPORARY, CASUAL AND SEASONAL EMPLOYEES
AND STUDENTS AND LIBRARY PAGES

SECTION 1

The County shall be entitled to employ temporary, casual and seasonal employees, students and pages. Employees that are employed in these categories shall not be members of the bargaining unit nor required to pay union dues or service fees unless otherwise stipulated in this article.

SECTION 2

A temporary employee is hired as a substitute worker for a regular employee on a leave of absence. The temporary employee may be scheduled to work either full time or part time for the period of time that coincides with the regular employee's leave of absence. A temporary employee shall not be eligible for fringe benefits. In the event it is operationally necessary to extend the duration of the temporary employment the Union will be notified.

SECTION 3

A casual employee is hired for a predetermined period of time to assist a department with a temporary work load increase or back log. The employment of a casual employee may not exceed one thousand (1,000) hours in a calendar year unless otherwise mutually agreed by the parties. A casual employee may be scheduled to work full time or part time. The casual employee shall not be eligible for fringe benefits. A casual employee shall not be rehired in an ensuing calendar year until three (3) calendar months transpire from the date of termination and rehire.

SECTION 4

A seasonal employee is hired to perform work at a time when a department, such as by illustration only the Drain Commission, MSU Extension Service and the Parks and Recreation Department, has an influx of work activity, more favorable circumstances to perform the work activity or more of a demand for its services. A

seasonal employee may be scheduled to work full time or part time not to exceed one thousand (1,000) hours in a calendar year unless otherwise mutually agreed between the parties. A seasonal employee shall not be eligible for fringe benefits. A seasonal employee shall not be rehired in an ensuing calendar year until two (2) calendar months transpire from the date of termination and rehire.

SECTION 5

A student intern is employed to fulfill a stipulated number of hours as a course requirement. A student intern is typically employed in a department and/or in a work activity related to his or her field of study. A student internship is intended to be a learning experience. The work activity of the student intern is ancillary to a regular employee(s) in the department. The student intern may be scheduled to work up to a maximum of twenty-two-point-five (22.5) hours or twenty-four (24) hours a calendar week contingent upon the operation of the department. The student intern will be employed only for the duration of the period necessary to satisfy the course requirements. A student intern may not be hired to a regular position in the department he or she interned within six (6) months of the day the internship concluded when a bargaining unit member is minimally qualified for the position. An internship shall not be used to train or groom an intern for County employment.

SECTION 6

A student worker is employed part time while a student at a high school, community college, vocational institution, college or university. The work activity of the student worker is ancillary to regular employees in the department. During the school year a student worker may work up to a maximum of twenty-two-point-five (22.5) hours or twenty-four (24) hours a calendar week contingent upon the operation of the department. During breaks in the school year a student worker may work up to thirty-seven-point-five (37.5) or forty(40) hours contingent upon the operation of the department provided the student will continue his or her education following the break. When a student worker ceases to be a student he or she shall no longer qualify as a student worker for purposes of continued employment. A student worker may not be employed in a department for more than four (4) years from his or her date of hire.

SECTION 7

A Page is a part time employee of the St. Clair County Library performing ancillary tasks to regular employees. A Page may work up to thirty-two (32) hours in calendar week.

SECTION 8

In the event a layoff in a department is necessary due to a budgetary restriction, temporary and casual employees in the department affected shall have their employment terminated in accordance with Article 13 – Layoff, Section 6. When an employee with layoff rights is laid off from a department, no additional student worker will be employed within that department.

ARTICLE 18
RATES FOR NEW JOBS

SECTION 1

The Employer shall notify the Union of a newly proposed classification and rate structure not less than seven (7) working days prior to the time the classification becomes effective.

SECTION 2

The Union shall, within seven (7) working days of such notification, indicate to the Employer its intention to request negotiations concerning said proposed rate structure.

ARTICLE 19
JOB POSTING

SECTION 1

When a vacancy occurs within the bargaining unit, the Employer shall post a job vacancy notice within the affected department. The posting shall be in a conspicuous place. The local president shall be provided a copy of the job posting. The Employer will advise the Local President of any part time or full time status change with the notice of posting of the position. The County will notify the Union of classification status changes from part time to full time or full time to part time when the position is initially recruited.

SECTION 2

The posting shall indicate:

- A. Classification (Job Title);
- B. The qualifications for the job, including testing if a prerequisite requirement;
- C. Brief description of the job;
- D. The salary range;
- E. The department location;
- F. Application information (such as where and when to apply); and
- G. The hours.

SECTION 3

The posting shall be for a period of five (5) consecutive working days (excluding Saturday, Sunday and holidays).

SECTION 4

Employees applying for the position shall make written application on a form provided by the Human Resource Department and/or an electronic application. Applications shall be submitted to the Human Resource Director in a timely manner as provided within the job posting notice. The applicant shall provide the following information:

- A. Name;
- B. Date employed;
- C. Classification (Job Title) and Department; and
- D. Qualifications for the job.

An employee that is determined to be unqualified for the position shall receive a written notice explaining the particular requirement they failed to satisfy. The employee shall have seven (7) calendar days from the date of the notice to prepare a response in rebuttal. The employee shall supply the Human Resources Director with the rebuttal notice. The department with the vacancy shall not appoint a candidate to the position until after considering the rebuttal notice from the employee.

SECTION 5

The department head shall consider each employee from within the department who applies and who possesses the necessary qualifications. Qualifications shall mean the education, experience, and skills/abilities as provided by the job description. The department head must appoint the best qualified employee based on the following criteria:

Examination Results.....	30%
Qualification Evaluation.....	30%
(10% for each factor)	
Oral Interview.....	15%
Seniority.....	25%
(2% for each year of seniority)	

An application from a temporary employee as defined in Article 10 Seniority shall not be considered for a posted vacancy under this Section or Section 6 if the temporary employee is currently occupying the position posted and has occupied the position for less than twelve (12) months from the date of an employee notice of not returning from a leave of absence or an Employer notice to an incumbent of their loss of return rights to the position, unless there are no internally qualified applicants. Nothing shall prevent a temporary employee from applying for other posted Bargaining Unit vacancies that are available to the public.

SECTION 6

In the event no qualified candidate is selected for the position as provided in Section 5 above, the County shall post a job notice which would entitle Bargaining Unit members and non-members the opportunity to apply for the position. A laid off

employee with recall rights shall be entitled to have his or her seniority applied to the evaluation reflected below. Qualifications shall mean the education, experience, and skills/abilities as provided by the job description. The department head must appoint the best qualified candidate based upon the following criteria:

- Examination Results.....30%
- Qualification Evaluation.....30%
(10% for each factor)
- Oral Interview.....15%
- Seniority.....25%
(2% for each year of seniority)

Unless otherwise mutually agreed, locations for postings which are required by this Section shall be:

- County Administration Building
- County Courthouse Building
- Public Library
- Drain Commission
- Landfill
- Public Service Building
- Goodells Park Building
- Animal Shelter
- Airport

A mailing or facsimile transmission shall constitute a "posting". It shall be the responsibility of the County to mail or fax job postings to each of the above locations. A posting transmitted to the Public Library will be faxed simultaneously to each branch library by the Public Library. It shall be the responsibility of the Union to insure that a posting notice is communicated to bargaining unit members at their locations.

SECTION 7

The employee awarded the job shall be required to satisfactorily complete a ninety (90) calendar day trial period. The employee who fails to satisfactorily complete the trial period shall revert to the position formerly held. The department head shall provide the employee in writing the reason the employee was unsatisfactory. An employee may elect to return to their former position during the trial period. When a non-employee is awarded the job under Section 6 above, the Probationary Article shall apply to them.

SECTION 8

When a test is provided, all candidates shall be given the same test.

SECTION 9

When an employee is promoted to a higher paying classification, they shall be compensated at the nearest higher salary step (to their current compensation) at a minimum, in the new classification.

ARTICLE 20
VETERANS

SECTION 1

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

SECTION 2

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority, in order to attend school full time under applicable federal laws in effect on the date of this agreement.

SECTION 3

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limitation.

ARTICLE 21
LEAVES OF ABSENCE

SECTION 1

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

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

All leaves shall be granted for a period not to exceed one (1) year, consistent with complying with the period of medical disability stipulated in writing by the attending physician. The Employer may require an employee on a leave of absence due to illness to submit to an examination by a physician chosen by the Employer, provided the charges of the physician are paid by the Employer.

SECTION 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 and this provision.

SECTION 3

Upon Employer approval, an employee will be entitled to a leave of absence for a reasonable period, not to exceed one (1) year, without loss of seniority for:

- A. Serving in any union position; and
- B. Educational purposes.

Such leave shall be consistent with meeting the operating needs of the department.

SECTION 4

An employee who has a combined continuous leave of absence, including extensions, for one (1) year and is unable to return to work shall be considered to have resigned.

SECTION 5

All leaves based upon illness, including maternity, 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, the employee shall provide, upon request by the Employer and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. The Employer may waive the right, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted.

SECTION 6

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

SECTION 7

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

SECTION 8

Request for an extension of a leave of absence under Section 3 a. and b. shall be submitted in writing to the department head no less than five (5) working days prior to the expiration date of the leave. A request for an extension of a leave of absence under Section 1, a. or b., shall be submitted to the department head as soon as practical upon the employee becoming aware that an extension will be necessary.

SECTION 9

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

- A. An employee receiving compensation during a short term disability shall be considered to be on a paid leave of absence.
- B. An employee on long term disability receiving no compensation or compensation from a disability insurance carrier shall be considered to be on an unpaid leave of absence.

SECTION 10

Failure to report to work on the first scheduled work day after the expiration of a leave of absence shall result in an immediate discharge.

SECTION 11

Leaves of absence with pay for any short term educational training which would benefit the Employer may be authorized by the department head.

SECTION 12

Union employees elected to attend the International Convention, Council Convention or educational conference shall be granted a leave of absence to attend such conference or convention. Under no circumstances shall the total amount of leave time for all employees for union activities exceed an accumulated total of fourteen (14) days per year. A maximum of two (2) union members may attend any such convention or conference at any one time, however, employees must be from different departments unless otherwise mutually agreed. Such leaves shall be without pay.

SECTION 13

The Employer shall provide the employees the opportunity to return to the position held at the time the leave of absence was granted.

ARTICLE 22
WORKING HOURS

SECTION 1

The work day shall consist of seven and one-half (7 1/2) hours or eight (8) hours as established by past practice.

SECTION 2

The work week shall consist of thirty-seven and one-half (37 1/2) or forty (40) hours as established by past practice.

SECTION 3

Any change in the number of work hours in a day or week shall be reviewed jointly by the parties. When the Employer intends to initiate extended hours, the parties will meet to discuss implementation.

SECTION 4

Each and every employee working six (6) or more consecutive hours shall be entitled to two (2) fifteen (15) minute breaks, one in the first half of their shift and one in the second half of their shift. Each and every employee working six (6) or more consecutive hours shall be entitled to a thirty (30) minute or a one (1) hour

lunch period as established by past practice.

SECTION 5

Any part time employee working six (6) or more consecutive hours shall be entitled to a thirty (30) minute lunch period as established by past practice.

SECTION 6

Each and every employee working three (3) but less than six (6) consecutive hours shall be entitled to a fifteen (15) minute break at the midpoint of the shift.

SECTION 7

Employees at the Library who work from a posted work schedule shall not have their schedule changed without twenty-four (24) hours advance notice given to the employee, unless otherwise mutually agreed by the employee and Employer.

SECTION 8

The Library work schedule shall be posted one (1) week in advance.

SECTION 9

The County and the Union recognize the need for limited flexible scheduling both for the County and the employees. Where possible the employer, with consideration for efficient operation of its workforce, may allow employees to work a flexible schedule to be mutually agreed upon. When it is operationally necessary, the County may use flexible schedules with following limitations:

- A. Flex scheduling shall not be used to avoid overtime/compensatory time.
- B. Flex schedules shall be offered in seniority order, with the first offer to the most senior employee qualified in the division and so on down the seniority list until all available employees have had the opportunity to accept or decline. In the event no employee accepts the flexible schedule then the employer shall then mandate the least senior employee to that schedule.
- C. Hours of work due to a flexible schedule shall not begin before 7:00 a.m. nor end after 10:00 p.m.
- D. There shall be no splitting of shifts. The employee shall work a seven and one-half (7 ½) or eight (8) hour day consecutively.
- E. There shall be no flexing of an employer's normal work week.
- F. All flex schedules shall be posted forty-eight (48) hours prior to any day flex time is necessary.
- G. Any variations from this flex scheduling listed above shall be mutually agreed upon the employer, the employee and the union.

- H. Flex scheduling shall no be abused or used as punishment.

SECTION 10

- A. The scheduling of employees to be On-Call shall be voluntary and shall be as equally and as evenly divided as possible among those qualified to perform the work. Scheduling shall be done on a weekly basis, Monday through Sunday. It shall be rotated among employees who volunteer with the employee with highest seniority being offered the first opportunity and so on down the seniority list. If enough employees to cover the need do not volunteer, then the employer shall require employees in inverse seniority to be in the rotation.
- B. On-Call will begin when the employee leaves work Friday and ends when the employee returns to work on Monday unless otherwise stipulated. The weekend shall be considered as two (2) days.
- C. An On-Call Holiday, as stipulated by the posted holiday schedule according to Article 30, will begin when the employee leaves work and end when the employee is scheduled to return to work unless otherwise stipulated.
- D. Employees who are not members of the bargaining unit may be included in the On-Call rotation.
- E. An employee On-Call shall be required to be reached by pager or cell phone and the County will provide one for the period the employee is on call.
- F. When an employee is required to be On-Call on weekdays, he or she shall be entitled to two (2) hours of compensation for each week day On-Call.
- G. When an employee is required to be On-Call weekends or holidays he or she shall entitled to four (4) hours of compensation for each weekend day or holiday On-Call.
- H. Compensation shall be provided by pay if overtime is provided in the department's budget. The employee may request compensatory time in lieu of overtime.
- I. In the event the employee is actually called in to work on a week day, weekend day or holiday, the employee shall be entitled to On-Call pay and to the minimum Call-In pay and any other overtime compensation as stipulated in Article 23 – Overtime.

ARTICLE 23

OVERTIME

SECTION 1

Employees shall be compensated time and one-half (1 1/2) the base hourly rate of pay for:

- A. All work performed by employees in excess of their normally scheduled hours in a day or shift. Normally scheduled hours shall mean either seven and one-half (7 1/2) hours or eight (8) hours contingent upon the operation of the department.
- B. All work performed by employees in excess of their normally scheduled hours in a seven (7) consecutive day work week. Normally scheduled hours shall mean either thirty-seven and one-half (37 1/2) hours or forty (40) hours contingent upon the operation of the department.
- C. The provisions of (a) and (b) shall be applied individually to each situation and not collectively. Employees shall not have overtime compounded by applying provisions of (a) and (b) in the same instance.
- D. Early reporting time: Any full time employee called to work before the start of their regular shift shall receive time and one-half (1 1/2) for the time worked prior to their normal start only.

SECTION 2

Employees shall be compensated at twice the base hourly rate of pay for:

- A. All work performed on the seventh (7th) consecutive work day or shift.
- B. All work performed on a holiday.

SECTION 3

Employees called in early or back to work shall be entitled to time and one-half (1 1/2) their base hourly rate of pay provided their hours of work are consistent with the definition provided in Section 1 (a) and (b) of this Article. An employee called back to work for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1 1/2).

SECTION 4

The Employer shall compensate the employee with compensatory time off or pay at the employee's option when the approved department budget provides for overtime. An employee may decline to work overtime if compensated with compensatory time when his or her accrued compensatory time is at or above the maximum accrual cap. The Employer shall offer the work in seniority order to other members in the department with the knowledge and ability to perform the work. In the event no member is able or willing to perform the work, it may be performed by a non-union member including a supervisor in which case the employee(s) and the

Union forfeit the right to grieve the assignment of the work. If possible, compensatory time shall not accumulate beyond seventy-five (75) hours based on a thirty-seven and one-half (37 ½) hour operation or forty-eight (80) hours based on a forty (40) hour.

SECTION 5

Compensatory time shall be administered in the following manner.

- A. When an employee's compensatory time is at or below the cap, time off shall be scheduled at the mutual convenience of the employee and the Employer.
- B. When compensatory time exceeds the stipulated cap, the employee's supervisor may require the employee to take the compensatory time off within a reasonable period.
- C. In the event an employee's accrued compensatory time is greater than the maximum when the employee terminates employment, the employee may be paid for the accrued compensatory time or be maintained on the payroll until such time as the accrued compensatory time is exhausted.
- D. Be it provided that the compensatory time accrual records of the Department shall be the only official record for the use of and payoff of compensatory time. An employee is entitled to a copy of his or compensatory time accrual and utilization record quarterly or within a timely manner upon request.
- E. Compensatory time may be used in place of sick time.

SECTION 6

Employees authorized to work overtime shall fill out a request form for overtime/compensatory time that shall be signed by the department head or their designee. A separate form shall provide for employees to request use of the compensatory time and shall be signed and returned to the employee with the employer's determination no more that forty-eight (48) hours after the request is submitted.

ARTICLE 24 **EQUALIZATION OF OVERTIME HOURS**

The Employer shall determine the need for overtime. Overtime shall be distributed according to the ability of the employee to perform the function required and as equally among qualified employees as circumstances allow.

ARTICLE 25
SHIFT PREFERENCE

SECTION 1

- A. Employees covered by this Agreement shall be allowed once each year in February to exercise shift preference within their classification by department on the basis of seniority.
- B. Vacancies that occur throughout the rest of the year shall be posted and employees shall be allowed to bid. The person with the highest seniority in that classification shall be allowed to move to the vacant position. Employees who perform specialized or unique functions for the Employer shall exercise shift preference only when a suitable replacement is trained and available, not to exceed thirty (30) days.
- C. In the event of an emergency, the Employer shall not be prohibited from shift changes in order to provide continuous and effective service only during such emergency.

SECTION 2

Employees of the Library, other than custodial employees, will continue with the same procedure with respect to the shift operation of the Library, however, no employee shall be asked to work more than three (3) nights a week.

Work schedules will be posted well in advance of the date effective. Exchange of work hours can be arranged between staff members provided notice is given in advance to the supervisor concerned. If an exchange cannot be affected and time off is necessary, a request should be made to the supervisor concerned for the time to be adjusted in some other way.

SECTION 3

The Employer shall determine the shift designation of probationary employees.

ARTICLE 26
SICK DAYS

SECTION 1

Employees shall accumulate sick days to be used in the event of illness or as otherwise provided herein.

SECTION 2

Full time employees shall accrue one (1) sick day per month.

SECTION 3

Any part time employee of the County, hired prior to January 1, 1986 who is

regularly scheduled to work twenty (20) or more hours a week shall receive half (1/2) a sick day a month. A sick day shall be equal to the number of hours scheduled to work within a given twenty-four (24) hour period. Half a sick day is equal to half the number of hours scheduled to work within a given twenty-four (24) hour period.

SECTION 4

Each employee shall be eligible to accrue sick days to a maximum of forty (40) days.

SECTION 5

All full time employees shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. 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, continuation of fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed on the reduced salary.

SECTION 6

The County shall provide the disabled employee compensation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability at a rate of two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation through an insurance plan for the duration of the illness or injury not to exceed a maximum period of five (5) years subject to the administrative terms and conditions established by the insurance carrier. Verification of a continuing medical disability may be required by the County and/or the insurance carrier 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 7

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 8

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. However, 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 9

The employee shall be entitled to select either the core salary continuation plan (disability) or option I as follows:

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

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

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

SECTION 10

Nothing shall prohibit the County from offering the employee a redemption in lieu of salary continuation. However, the employee shall have sole responsibility to accept or reject a redemptive offer.

SECTION 11

An employee receiving salary continuation shall be eligible to supplement disability compensation with accrued vacation or sick days on a ratio of one (1) vacation day or sick day for each three (3) days of absence in order to remain at full gross salary.

SECTION 12

An employee shall be eligible to use sick days after completion of the probationary period.

SECTION 13

An employee shall not be paid more sick days than have been accrued.

SECTION 14

An employee on an approved leave of absence shall be subject to all the provisions of Article 21, Leaves of Absence, as it may apply.

SECTION 15

The Employer may require the employee to provide a physician's statement in order to use sick days for a seriously or critically ill spouse, child or parent. The

employee may not use more than ten (10) sick days per occurrence.

SECTION 16

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

SECTION 17

Sick days shall not accrue on a leave of absence without pay.

SECTION 18

Sick days shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

SECTION 19

Upon termination for any reason, other than gross misconduct, each employee with twelve (12) or more months of employment shall be entitled to receive compensation for accrued sick days on a maximum accrual of thirty (30) days as follows:

<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%

SECTION 20

In the event of an employee's death, payment of accrued sick days according to the preceding schedule, shall be paid to the employee's beneficiary or estate.

SECTION 21

Each employee shall give the Employer two (2) weeks written notice of termination, or the employee shall forfeit one (1) day of retrievable sick days for each work day short of the required two (2) weeks notice of a voluntary quit.

SECTION 22

A sick day used for any purpose other than provided for by this Agreement shall be considered a misuse and an abuse. The Employer will counsel employees who exhibit questionable attendance and advise the employee that any future questionable attendance will require the employee to provide proof that the sick day is being used for a purpose provided by this Agreement. An employee who fails to provide proof shall be denied the sick day pay requested.

ARTICLE 27
FUNERAL LEAVE

SECTION 1

Members of the Bargaining Unit shall be allowed funeral leave days in the event of a death of family members and relatives as follows:

Up to five (5) working days with pay for: Spouse, Child, Step Child, Mother or Father.

Up to three (3) working days with pay with up to two (2) additional days with pay to be deducted from sick days for: Brother or Sister

Up to three (3) working days with pay to be deducted from sick days for: Step-Parent, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Brother-In-Law, Sister-In-Law, Grand Parent, Grand Child, Step Sibling, Step Grand Child, Legal Guardianship/Dependent

One (1) workday with pay to be deducted from sick days for: Spouse Stepparent, Spouse Son-In-Law or Daughter-In-Law, Spouse Grand Parent, Spouse Grand Child, Spouse Step Sibling, Spouse Brother-In-Law or Sister-In-Law, Aunt or Uncle, Niece or Nephew.

The employee shall be required to provide proof of death of a family member or relative.

One (1) additional day may be granted, to be deducted from the employee's vacation accumulation, in the event a funeral is two hundred and fifty (250) or more miles from the employee's residence.

ARTICLE 28
JURY DUTY

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 their regular pay for performing jury duty during their 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 affect 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 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.

ARTICLE 29

INJURY LEAVE

(Worker's Compensation)

SECTION 1

The County Human Resources Department will inform an employee of requirements to be followed for processing a claim for benefits within one (1) business day of receiving notice from an employee of a work related illness or injury.

SECTION 2

The County shall provide employees the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury.

SECTION 3

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.

SECTION 4

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.

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 employee who elects to supplement Worker's Compensation shall have one (1) sick day deducted from their accrual for each four (4) days of compensable absence.

ARTICLE 30
VACATIONS

SECTION 1

All full time County employees shall be entitled to vacations according to the following schedule:

<u>Years of Service</u>	<u>Days</u>
1 - 2	5
3 - 4	10
5 - 9	17
10 - 14	20
15 - 19	23
20 - 24	25
25 - 29	28
30+	30

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

Vacation days must have the prior approval of the Employer to be used. Approval shall be contingent upon meeting the operational needs of the department but approval shall not be unreasonably withheld. All vacation requests shall be made in writing and authorization or denial shall be in writing. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous. Simultaneous shall mean requests submitted on the same day for the same time.

SECTION 6

A department head shall not be required to approve or deny a vacation request more than ninety (90) calendar days in advance except when the employee's vacation plans are of a nature which require the employee to make a financial obligation in advance of ninety (90) calendar days. A department head shall approve or deny a timely vacation request no more than fourteen (14) calendar days after receipt of such vacation request, unless otherwise mutually agreed by the department head and employee. This provision shall mean that one (1) day and same day vacation requests shall not be prohibited by the department head.

SECTION 7

Part time employees are not entitled to paid vacation. However, a part time employee shall be entitled to unpaid vacation in accordance with the graduated schedule in the preceding section 1 of this article. Be it provided a part time employee must have the prior approval of the department head in order for the absence to be approved.

SECTION 8

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

SECTION 9

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

**ARTICLE 31
HOLIDAYS**

SECTION 1

All full time County employees and regularly scheduled part time employees of the Library shall be entitled to the following paid holidays based upon the Employer's regular work day which is intended to be those holidays established by the Michigan Supreme Court. Should the Michigan Supreme Court change the following schedule in any way, that amended schedule shall prevail and apply:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
December 24
Christmas Day
December 31

and such other holidays as may be established by action of the Board of Commissioners. Should the Supreme Court diminish the number of holidays, the parties shall meet to discuss the holiday schedule for the purpose of determining if an adjusted schedule can be arrived at that will meet the service needs of the Employer and the Courts.

SECTION 2

A regularly scheduled part time employee in a department other than the Library with five (5) or more years of continual service shall be entitled to the Holidays stipulated in the preceding section 1 when his or her regularly scheduled work day occurs on the same date the Holiday is celebrated by the County. Part time employees' schedules will not be manipulated in order to avoid paying Holiday pay.

SECTION 3

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 4

Due to the diverse operation of different County departments, the celebration of holidays shall be as follows:

- A. Monday through Friday scheduled departments
In the event a holiday falls on a Sunday, the holiday shall be celebrated on the following Monday. When a holiday falls on a Saturday, it shall be celebrated the preceding Friday.
- B. Monday through Saturday scheduled departments
In the event a holiday falls on a Sunday, the holiday shall be celebrated on the following Monday. When a holiday falls on a Saturday, employees scheduled to work five (5) days shall be scheduled to work Monday through Thursday. Friday shall be considered the holiday and Saturday shall be a day off without pay.
- C. Seven Day/Twenty-Four hour departments
Employees who work in an around-the-clock facility whose schedule

would include at least one weekend day shall celebrate the holiday on the day it actually occurs. The employee who works the holiday shall receive two and one-half times their regular hourly rate. The employee who is not scheduled to work shall receive straight time pay.

SECTION 5

The County shall make every effort to provide reasonable accommodations for employees to attend services associated with the practice of religious beliefs. Be it provided that the employee shall give sufficient notice to provide the supervisor opportunity to make necessary operational arrangements. Such operational arrangements shall not adversely affect the operation of the department. The County will not compensate the employee for time away from the job except that the employee may utilize vacation or compensatory time.

SECTION 6

Paid holidays shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

SECTION 7

An employee who is authorized to work a holiday shall be entitled to compensation in accordance with Article 23 - Overtime.

ARTICLE 32 **HEALTH CARE**

SECTION 1

Each full time employee and each part time employee regularly scheduled to work twenty (20) or more hours a week shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 2

Annual Deductible: \$100 – Employee
\$200 – Family

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

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

\$ 600.00 Employee

\$1,200.00 Family

\$15.00 Office Visit Co-Pay

Prescription Drug Rider

\$10.00 Generic Prescription Drugs

\$20.00 Brand Name Prescription Drugs

MOPD - Mail Order Prescription Drugs

\$500 Maximum Annual In Network Preventative Services

VCA 80 – Vision Rider

HCA – Hearing Care
FC - Dependent Eligibility
SD - Sponsored Dependent
PD-CM - Contraceptive Medications
PCD – Contraceptive Devices

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

- A. Employees hired on or after July 1, 1985 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.
- B. Employees hired prior to July 1, 1985 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after July 1, 1985 shall pay 50% of the rider premium cost and the County shall pay 50% of the premium cost.
- C. Employees hired prior to July 1, 1985 with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 riders premium costs. Be it provided, however, that enrollment changes on or after July 1, 1985 shall be subject to the preceding subsection b.
- D. Employee premium cost shall be paid by way of payroll deduction.

Part time regular employees regularly scheduled to work an average of twenty (20) or more hours a week, that choose to participate, shall pay the total cost of health insurance premiums by way of a payroll deduction. The payroll deduction shall be made from the paycheck immediately prior to receipt of the health insurance statement.

SECTION 2

Each 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 plan.

A. OPTION I BUY UP COMMUNITY BLUE PLAN 1

All coverages and riders subject to:

No Deductibles
Prescription Drug Rider
 \$10.00 Generic Prescription Drugs
 \$20.00 Brand Name Prescription Drugs
MOPD - Mail Order Prescription Drugs
\$500 Maximum Annual In Network Preventative Services
VCA 80 - Vision Care
HCA – Hearing Care
PD-CM - Contraceptive Medications
PCD – Contraceptive Devices

\$15.00 Office Visit Co-Pay

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

Annual Employee Cash Cost (Deducted bi-weekly)

\$ 750.00 – Single Plan

\$1,250.00 – Two Person Plan

\$1,500.00 – Family Plan

B. OPTION III 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

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

SECTION 5

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

A. CORE PLAN (Premium paid by the County)

* Plan 100 50/50 to an annual maximum of \$1000 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 6

Effective July 1, 2006 an employee participating in the County Health Care Plan shall be entitled to a prefunded Health Reimbursement Account (HRA) from which he or she may pay for unreimbursed health care expenses.

- A. Effective each July 1 of years subsequent to July 1, 2006 a participating employee's HRA shall be credited as follows.

- 250 Credits – Single Plan Coverage
 - 500 Credits– Two Person Plan Coverage
 - 750 Credits– Family Plan Coverage

- B. Unreimbursed health care expenses are limited to plan co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs.
- C. Unused credits shall accrue from year-to-year and into retirement when the employee is eligible for a pension from the County.
- D. A single credit shall be equal to a single dollar but shall have no cash value for any purpose except for payment of unreimbursed health care expenses limited to co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs.
- E. Upon termination of employment, except as defined in the following subsection F, all unused credits shall revert to the County and shall not be transferable or in any manner payable to the employee, the employee's beneficiary or estate.
- F. In the event the employee retires or defers retirement as defined by the St. Clair County Retirement Plan, his or her credits shall be carried forward into retirement for the purpose of reimbursement of health care expenses limited to co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs. Retirement and deferred retirement shall mean eligibility for and receipt of a pension from the St. Clair County Retirement Plan.

SECTION 7

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 8

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. The County will notify new employees of all insurance benefits upon hire and further advise

employees of open enrollment periods and procedures to apply for and modify insurance benefits.

ARTICLE 33
LIFE INSURANCE

SECTION 1

A full time employee shall be eligible for life insurance in the amount of \$35,000 and shall include an A.D. & D. Rider.

OPTION 1 - The employee has the option to purchase an amount equal to the core benefit at the Employer's group rate.

OPTION 2 - The employee has the option to purchase an amount equal to twice the core benefit at the Employer's group rate.

SECTION 2

On an approved leave of absence without pay, the employee may continue premium payment within the provisions of the insurance policy or forfeit insurance coverage.

SECTION 3

In order to be eligible for benefits, the employee must enroll by the method and manner determined by the County.

ARTICLE 34
ACT OF GOD

SECTION 1

In the event of a natural or man-made disaster or emergency, the Chairperson or Vice-Chairperson of the Board of Commissioners, the County Administrator/Controller or Deputy Administrator/Controller, 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 or straight pay for the work performed.

SECTION 2

In the event any member or members of the Bargaining Unit are sent home from work or 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.

SECTION 3

In the event the natural or man-made disaster or emergency occurs at a time other than normal County office hours, the Department Head or Supervisor in charge shall contact the Chairperson or Vice-Chairperson of the Board of Commissioners, the County Administrator/Controller or Deputy Administrator/ Controller to receive direction.

ARTICLE 35
SERVICE RECOGNITION

SECTION 1

The Employer shall recognize years of continuous full time service of employees hired before July 1, 1996 by providing a percentage of salary not to exceed the maximum payment as follows:

<u>Years of Service</u>	<u>Percentage</u>	<u>Maximum Payment</u>
10 - 14	4%	\$1,000
15 - 19	6%	\$1,500
20 - 24	8%	\$2,000
25+	10%	\$2,500

SECTION 2

Employees eligible for service recognition shall be paid a single lump sum the first full pay period following their date of full time hire.

SECTION 3

Continuous service for the purpose of this Article shall not be affected by a layoff unless such layoff exceeds one (1) year. Upon recall from layoff of less than one year, seniority shall be adjusted in accordance with Section 4 of Article 14 - Recall From Layoff and the next service recognition payment shall be pro-rated accordingly.

SECTION 4

Employees with ten (10) or more years of continuous service shall be entitled to a prorated lump sum payment in the event of retirement or, in the event of death in service, a prorated payment to their beneficiary.

ARTICLE 36
UNIFORM ALLOWANCE

SECTION 1

The Employer shall provide a uniform allowance to all employees who are required to wear a uniform. When the uniform is supplied by the County, the employee shall not be entitled to a uniform allowance.

SECTION 2

An employee required to purchase a uniform shall be entitled to a Two Hundred Dollar (\$200.00) uniform allowance which shall be paid in equal quarterly amounts in January, April, July and October.

SECTION 3

Probationary employees shall not be eligible for uniform allowance. An employee who completes probation shall receive the allowance issued during the probation with

their first regular allowance.

SECTION 4

Employees who have their probationary period extended shall not be excluded from receiving the full allowance during the extension period.

SECTION 5

The employee must be on the payroll when the allowance is paid to be eligible to receive the allowance. The allowance shall be prorated to exclude the time on a leave of absence.

ARTICLE 37
MILEAGE ALLOWANCE

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.

ARTICLE 38
RETIREMENT BENEFIT

SECTION 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.

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 full time regular employees 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 upon full time regular employment. 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 bi-weekly wage as defined in section 13 of this article.
- B. The County shall contribute the annually recommended actuarially amount. Effective July 1, 2006 the annual recommended actuarial amount shall be considered to be eight-point-six percent (8.6%).
- C. The employer contribution in calendar years subsequent to 2006 shall increase no more than one percent (1%) in a calendar year regardless of the annual recommended actuarial amount.
- D. In the event the increase in the annual recommended actuarial amount is greater than one percent (1%) the overage shall be attributed to the subsequent calendar year(s) until such time as the annual actuarially recommended amount is contributed, including the overage amount.
- E. In the event the annual recommended actuarial amount is a reduction, the employer shall be entitled to, but is not required to, reduce the amount even if such reduction is greater than one percent (1%).

SECTION 4

The St. Clair County Retirement System provides full time regular employees opportunity to prefund retiree health care coverage 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. An employee subject to 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. An 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 to the 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 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 credits accrued in his or her Health Reimbursement Account (HRA) shall pay for the premium cost as a deduction from their HRA. When the HRA is depleted of credits the provisions of the preceding [ii] shall apply.
- IV. 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. While contributions are depleted the retiree shall be subject to the preceding [ii].
- V. 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 health care coverage upon initial retirement or he or she shall be forever ineligible for health care coverage.
- VI. 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 Health Care Trust Account shall be calculated on an employee's eligible bi-weekly wages as defined in section 13 of this article. The employee and employer shall contribute to the Health Care Trust Account as follows:

- A. The contribution of employees hired before July 1, 2006 shall be calculated on the across the board adjustment granted the bargaining unit each July 1st during the term of this Agreement as follows:
 - July 1, 2006 – 1/3 of the across the board adjustment which is 0.83% accumulative into ensuing years.
 - July 1, 2007 – 1/3 of the across the board adjustment which is 0.67% accumulative as 1.50% into ensuing years.
 - July 1, 2008 – 1/3 of the across the board adjustment which is 0.67% accumulative as 2.17% into ensuing years.
- B. The contribution of employees hired on or after July 1, 2006 shall be calculated on the across the board adjustment granted the bargaining unit each July 1st during the term of this Agreement as follows:
 - July 1, 2006 – 1/2 of the across the board adjustment which is 1.25% accumulative into ensuing years.
 - July 1, 2007 – 1/2 of the across the board adjustment which is 1.00% accumulative as 2.25% into ensuing years.
 - July 1, 2008 – 1/2 of the across the board adjustment which is 1.00% accumulative as 3.25% into ensuing years.

- C. The County contribution shall be calculated on the across the board adjustment granted the bargaining unit each July 1st during the term of this Agreement as follows:
 - July 1, 2006 – 2/3 of the across the board adjustment which is 1.67% accumulative into ensuing years.
 - July 1, 2007 – 2/3 of the across the board adjustment which is 1.33% accumulative as 3.00% into ensuing years.
 - July 1, 2008 – 2/3 of the across the board adjustment which is 1.33% accumulative as 4.33% into ensuing years.
- D. The County shall contribute four-point-four percent (4.4%) of eligible employee bi-weekly wages as a non-match amount effective July 1, 2006. Non-Match shall mean this amount shall not satisfy the requirements of the preceding subsection C.
- E. In the event the combined annual recommended actuarial amount for health care coverage decreases below the percentage achieved in December 31, 2008, the decrease shall be applied to the employee and the employer on the ratio of one-third (1/3) for the employee and two-thirds (2/3) for the employer.

SECTION 6

Employees hired before July 1, 2006 with sufficient years of service and age to retire during the term of the Agreement 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 section 13 of this article for the duration of this Agreement. The employee 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 June 30, 2009, which is the final day of this Agreement.
- D. In selecting this option the employee must complete and sign a retirement application form designating a retirement date no later than June 30, 2009. The employee shall also sign a form that authorizes the County to deduct from the employee's pay an amount that equals the health care contributions stipulated in section 5 of this article to be paid by the employee who fails to retire on or before June 30, 2009. The employee that fails to timely complete and submit both forms shall not be entitled to this contribution option.
- E. The employee that fails to retire or otherwise leave employment no later than June 30, 2009 shall be required to pay an amount equal the contributions that otherwise would have been made to the Health Care

Trust Account. Contributions due shall be made by payroll and/or in a lump sum at the employee's discretion but shall be paid in full within ninety (90) calendar days after June 30, 2009 or the employee will be subject to pay one percent (1%) daily compounded interest.

SECTION 7

The County's combined Retirement Plan contributions for Defined Benefit Pension and to the Health Care Trust Account shall be no less than thirteen percent (13%) during the term of this Agreement.

SECTION 8

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 9

An employee shall only be entitled to withdraw his or her contributions to the 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 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 health care coverage from the plan at no premium cost to the retiree.
- E. The employee that leaves his or her contributions in the 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 Section 4 of this article.

SECTION 10

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 11

A retiring employee subject to the modified retirement 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 to date of hire
25 and above	2.40% - retroactive to date of hire

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy (70%) percent for employees hired on or after July 1, 2006. The multiplier maximum for employees hired prior to July 1, 2006 shall not exceed seventy-five percent (75%). The final average compensation shall be calculated on the best three [3] years of the last ten [10] years of eligible compensation.

SECTION 12

An employee shall be eligible for early retirement as follows:

- A. The employee's combined years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) actual years of service.
- B. The employee has attained the age of sixty (60) years with eight (8) actual years of service contributions.
- C. The employee has attained the age of fifty-five (55) years with twenty-five (25) years of service, including reciprocity and/or purchased military service.
- D. Actual years of service shall mean that period of time employed and contributing to the St. Clair County Employees Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

SECTION 13

Retirement shall be computed on the base salary only and shall not include compensation from;

- A. Overtime or compensatory time payoff.
- B. Vacation day accrual payoff upon separation from employment for any reason.
- C. Sick day accrual payoff upon separation from employment for any reason.

ARTICLE 39
EQUIPMENT, TOOLS AND SUPPLIES

The Employer shall provide employees with all necessary equipment, tools and supplies needed to perform their duties.

ARTICLE 40
UNION BULLETIN BOARDS

The Union may use a bulletin board which shall be located at each location leased or owned by the County and designated for use by the County. The bulletin board shall be located in a convenient place 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 41
WORK PERFORMED BY ADMINISTRATIVE PERSONNEL

Administrative employees shall not be permitted to perform work within the Bargaining Unit except in cases of an emergency arising out of an unforeseen circumstance.

ARTICLE 42
SAFE WORKING ENVIRONMENT

SECTION 1

The Employer and the employees of the County share a mutual concern for providing a safe working environment. In order to better achieve optimum safety at all of its locations and for all of its employees, the County and the Union agree to abide by OSHA and MIOSHA for the protection of the County and its employees.

SECTION 2

The Employer or the Union shall, in writing, communicate its concern in the form

of a safety recommendation. The safety recommendation shall be recorded on a form provided by the Human Resources Department and shall identify the location, setting, danger, and remedy in the issue.

SECTION 3

In the event the safety recommendation is not implemented, or the Union is apprised of the disposition of the recommendation within five (5) days of the written communication, either party may request a meeting to discuss the reasons and/or difficulties in implementing the safety recommendation. Members of the Bargaining Unit called upon to be present at such meeting shall receive their regular pay and benefits when such scheduling is during an employee's regularly scheduled hours of work.

SECTION 4

Responsibilities for the approval and initiation of procedures or policies to promote a safer working environment rest with the Employer and the employees.

SECTION 5

The County will post diagrammed escape routes in a conspicuous place in each of its offices in all County Buildings. The postings will include instructions for evacuation in the event of specific types of disasters and emergencies.

ARTICLE 43 WITHHOLDING OF PROFESSIONAL SERVICES

SECTION 1

It is recognized that the need to provide effective and dependable services to the patrons and citizens of St. Clair County is of paramount importance and that there should be no interruptions of such services.

SECTION 2

Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Union and the members of the Bargaining Unit under this Agreement will not engage in or encourage, any strike, sit-down, stay-in, slow-down, or other similar action which would interfere with the treatment and welfare of the clients or the services of the department.

SECTION 3

The Employer shall have the right to discipline or discharge any employee participating in such interference's and the Union agrees not to oppose such action. It is understood, however, that the Union shall have recourse to the Grievance Procedure as to the matters of fact in the alleged action of such employees.

SECTION 4

The Employer will not lock out any employee during the term of this Agreement.

ARTICLE 44
DISCRIMINATION AND HARASSMENT

SECTION 1

The Employer and its supervisors and the Union and its members agree that all employees are entitled to a work place free of discrimination, sexual, racial or religious in nature and physical, sexual or verbal abuse. The Employer and the Union agree to take action to prevent any such unacceptable conduct and to deal with any related complaints in a fair, impartial and timely manner.

SECTION 2

The Employer will endeavor to train supervisors, elected officials, managers and Department Heads in the proper administration of this Agreement including the subject of unlawful harassment. The Union will also endeavor to train its officers and stewards as to the proper administration of this agreement and will further endeavor to educate its members as to the subject of unlawful harassment.

SECTION 3

A. HOSTILE WORK ENVIRONMENT DEFINED

A hostile work environment exists only when an employee is made to suffer based on the following circumstances.

1. The employee is made to suffer ridicule, abuse or disparate treatment based on his or her gender, race, ethnicity, religion or disability.
2. The sources of the hostile treatment is a supervisor, co-worker or customer. In other words, the hostility must be of human origin.
3. The hostile activity occurs on the County's premises, workplace or on the way to or from the County's workplace.

B. EVIDENCE OF A HOSTILE WORK ENVIRONMENT

The environment is hostile when it creates fear, intimidation, ostracizes, psychologically or physically threatens, embarrasses, ridicules or in some other way unreasonably over burdens or precludes an employee from reasonably performing his or her work.

C. DEPARTMENT HEAD AND SUPERVISORY RESPONSIBILITY

The department head and/or supervisor have the following obligations and responsibilities.

1. The department head and/or supervisor must be proactive in responding to any act of hostility and harassment even absent an employee complaint. In other words, it is the responsibility of the department head and/or supervisor to take whatever action necessary to maintain a work environment free of hostility as defined by this policy.

2. The department head and/or supervisor must take any complaint seriously and investigate thoroughly.
3. The department head and/or supervisor must report any allegations or complaints of a hostile work environment to the Human Resources Department.
4. The department head and/or supervisor must take necessary corrective action.

ARTICLE 45
WAGES

2.5% Effective July 1, 2005

CLERICAL/ACCOUNTING	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Account Clerk I	\$27,067	\$27,507	\$27,984	\$28,973	\$29,994
Account Clerk II	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Account Clerk III	\$33,440	\$33,975	\$34,683	\$36,005	\$37,398
Accounts Receivable Clerk	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Accounts Payable Clerk	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Accountant/Financial Systems Manager	\$44,540	\$45,461	\$46,386	\$48,210	\$50,012
Administrative Services Secretary	\$32,083	\$32,670	\$33,276	\$34,522	\$35,843
Assistant Deputy Treasurer	\$37,100	\$38,581	\$40,124	\$41,729	\$43,399
Business Office Manager	\$44,540	\$45,461	\$46,386	\$48,210	\$50,012
Clerk	\$25,304	\$25,747	\$26,186	\$27,067	\$27,984
Clerk Stenographer	\$27,984	\$28,493	\$28,973	\$29,994	\$31,096
Clerk Typist I	\$26,628	\$27,067	\$27,507	\$28,493	\$29,482
Clerk Typist II	\$27,984	\$28,493	\$28,973	\$29,994	\$31,096
Civil Court Clerk	\$29,482	\$29,994	\$30,547	\$31,648	\$32,819
Elections Clerk	\$29,482	\$29,994	\$30,547	\$31,648	\$32,819
Emergency Management Program Specialist	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Environmental Health Clerk	\$26,628	\$27,067	\$27,507	\$28,493	\$29,482
Executive Secretary	\$32,232	\$32,819	\$33,440	\$34,683	\$36,005
Financial Data Systems Coordinator	\$38,863	\$39,594	\$40,366	\$41,977	\$43,657
Fiscal/Risk Management Coordinator	\$42,966	\$43,630	\$44,540	\$46,191	\$47,912
Imaging Clerk	\$25,304	\$25,747	\$26,186	\$27,067	\$27,984
Legal Stenographer	\$32,232	\$32,819	\$33,440	\$34,683	\$36,005
Office Assistant	\$24,132	\$24,499	\$24,901	\$25,747	\$26,628
Resource Pool Clerk	\$25,304	\$25,747	\$26,186	\$27,067	\$27,984
Parks Office Manager	\$33,440	\$33,975	\$34,683	\$36,005	\$37,398
Purchasing Clerk	\$33,440	\$33,975	\$34,683	\$36,005	\$37,398
Receivables/Grant Accountant	\$42,966	\$43,630	\$44,540	\$46,191	\$47,912
Secretary	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Storm Water Education Assistant	\$26,628	\$27,067	\$27,507	\$28,493	\$29,482
Vital Statistics Clerk	\$29,482	\$29,994	\$30,547	\$31,648	\$32,819

MAINTENANCE/UNSKILLED	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Airport Buildings & Grounds Worker	\$29,482	\$29,994	\$30,547	\$31,648	\$32,819
Appraiser Trainee	\$30,633	\$31,195	\$31,755	\$33,156	\$34,168
Building & Grounds Worker	\$29,482	\$29,994	\$30,547	\$31,648	\$32,819
Cook I	\$26,746	\$27,195	\$27,637	\$28,543	\$29,566
Cook II	\$28,543	\$29,030	\$29,566	\$30,576	\$31,668
Custodian I	\$24,132	\$24,499	\$24,901	\$25,747	\$26,628
Custodian II	\$29,482	\$29,994	\$30,547	\$31,648	\$32,819
Dog Warden I	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Dog Warden II	\$32,232	\$32,819	\$33,440	\$34,683	\$36,005
Dog Warden, Senior	\$34,746	\$35,413	\$36,074	\$37,467	\$38,936
Drain Maintenance Worker	\$31,300	\$31,874	\$32,465	\$33,679	\$34,968
Equipment Repair/Operator	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Laundry Worker	\$24,132	\$24,499	\$24,901	\$25,747	\$26,628
Maintenance Worker	\$32,083	\$32,670	\$33,277	\$34,521	\$35,843
Park Ranger	\$24,132	\$24,499	\$24,901	\$25,747	\$26,628
Park Manager	\$34,683	\$35,346	\$36,005	\$37,398	\$38,863

July 1, 2005 Continued

HOURLY RATED EMPLOYEES	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Assistant Branch Librarian	\$12.20	\$12.40	\$12.59	\$12.98	\$13.46
Branch Librarian	\$13.46	\$13.65	\$13.89	\$14.34	\$14.86
Dental Hygienist	\$23.51				
Environmental Health Aide	\$12.20	\$12.40	\$12.59	\$12.98	\$13.46
Landfill Attendant II	\$12.86	\$13.06	\$13.25	\$13.69	\$14.11
Shipping/Receiving/Mail Clerk	\$12.20	\$12.40	\$12.59	\$12.98	\$13.46
Technical Systems Assistant	\$15.95	\$16.23	\$16.52	\$17.15	\$17.79

TECHNICAL/PROFESSIONAL	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Airport Attendant I	\$24,132	\$24,499	\$24,901	\$25,747	\$26,627
Airport Attendant II	\$29,482	\$29,994	\$30,547	\$31,649	\$32,819
Appraiser I	\$35,346	\$36,005	\$36,699	\$38,093	\$39,594
Appraiser II	\$40,605	\$41,377	\$42,184	\$43,830	\$45,553
Appraiser, Senior	\$46,058	\$46,977	\$47,903	\$49,727	\$51,528
Assistant Emergency Services Coordinator	\$34,683	\$35,346	\$36,005	\$37,398	\$38,863
Branch Librarian	\$26,252	\$26,603	\$27,105	\$27,956	\$28,984
Computer Application Specialist	\$33,772	\$34,396	\$35,046	\$36,366	\$38,161
Communication System Network Technician	\$38,863	\$39,594	\$40,366	\$41,977	\$43,657
Dental Aide/Clerk	\$26,628	\$27,067	\$27,507	\$28,493	\$29,482
Dental Hygienist	\$45,840	\$46,531	\$47,471	\$49,125	\$50,608
Drain Equipment Operator	\$31,300	\$31,874	\$32,465	\$33,679	\$34,968
Drain Fieldman	\$36,329	\$37,023	\$37,730	\$39,190	\$40,719
Drain Inspector	\$31,300	\$31,874	\$32,465	\$33,679	\$34,968
Drain Maintenance Manager	\$37,915	\$38,628	\$39,381	\$40,953	\$42,592
Environmental Health Educator	\$36,962	\$38,641	\$40,043	\$41,723	\$43,122
Environmental Health Field Coordinator	\$49,700	\$50,489	\$51,422	\$53,165	\$54,868
GIS Analyst	\$40,028	\$40,789	\$41,575	\$43,237	\$44,968
GIS Coordinator	\$45,461	\$46,373	\$47,326	\$49,072	\$50,748
GIS-CAD Application Technician	\$36,962	\$38,641	\$40,043	\$41,723	\$43,122
GIS Specialist	\$33,772	\$34,396	\$35,046	\$36,366	\$38,161
4-H Program Assistant	\$26,628	\$27,067	\$27,507	\$28,493	\$29,482
Home Economist	\$38,863	\$39,594	\$40,366	\$41,977	\$43,657
Homeland Security Technician	\$25,304	\$25,747	\$26,186	\$27,067	\$27,984
Homeland Security Planner	\$34,683	\$35,346	\$36,005	\$37,398	\$38,863
Horticulture Program Assistant	\$26,628	\$27,067	\$27,507	\$28,493	\$29,482
Information Services Specialist	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Information Systems Network Technician	\$38,863	\$39,594	\$40,366	\$41,977	\$43,657
Laboratory Technician	\$29,322	\$29,762	\$30,202	\$31,187	\$32,178
Landfill Attendant I	\$24,132	\$24,499	\$24,901	\$25,747	\$26,628
Landfill Attendant II	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Librarian IA	\$37,398	\$38,093	\$38,863	\$40,366	\$41,977
Librarian I	\$40,366	\$41,172	\$41,977	\$43,657	\$45,461
Librarian II	\$43,657	\$44,540	\$45,461	\$47,326	\$49,072
Librarian III	\$45,461	\$46,373	\$47,326	\$49,072	\$50,748
Library Assistant I	\$27,507	\$27,984	\$28,509	\$29,482	\$30,547
Library Assistant II	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Nutrition Dietician	\$33,440	\$33,975	\$34,683	\$36,005	\$37,394
Network Systems Analyst	\$49,700	\$50,489	\$51,422	\$53,165	\$54,868
Office Pool Technician	\$33,440	\$33,975	\$34,683	\$36,005	\$37,394
Planner I	\$39,592	\$40,260	\$41,172	\$42,820	\$44,540
Planner II	\$43,657	\$44,540	\$45,461	\$47,326	\$49,072
Planner III	\$52,928	\$53,789	\$54,669	\$56,371	\$57,913
Preprofessional I	\$34,683	\$35,346	\$36,005	\$37,398	\$38,863

July 1, 2005 Continued

TECHNICAL/PROFESSIONAL	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Preprofessional II	\$36,699	\$37,398	\$38,093	\$39,594	\$41,172
Project Manager	\$38,863	\$39,594	\$40,366	\$41,977	\$43,657
Property Description Technician	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Property Survey Draftsman I	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Property Survey Draftsman II	\$33,440	\$33,975	\$34,683	\$36,005	\$37,394
Property Survey Draftsman, Senior/Plat Examiner	\$36,699	\$37,398	\$38,093	\$39,594	\$41,172
Sanitarian	\$42,820	\$43,657	\$44,540	\$46,379	\$48,222
Sanitarian II	\$44,859	\$45,552	\$46,499	\$48,214	\$50,006
Sr. Communications Technician	\$34,683	\$35,346	\$36,005	\$37,398	\$38,863
Special Events, Marketing Volunteer Coordinator	\$39,592	\$40,260	\$41,172	\$42,820	\$44,540
Staff Accountant	\$42,966	\$43,629	\$44,539	\$46,191	\$47,913
Vaccine Management Immunization Registry Coord.	\$33,440	\$33,975	\$34,683	\$36,005	\$37,394
Video Assistant	\$24,132	\$24,499	\$24,901	\$25,747	\$26,627
Vision & Hearing Coordinator	\$32,083	\$32,670	\$33,277	\$34,521	\$35,843
Vision & Hearing Technician	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Web Developer	\$45,461	\$46,373	\$47,326	\$49,072	\$50,748

2.5% Effective July 1, 2006

CLERICAL/ACCOUNTING	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Account Clerk I	\$27,744	\$28,195	\$28,683	\$29,697	\$30,743
Account Clerk II	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Account Clerk III	\$34,276	\$34,824	\$35,550	\$36,905	\$38,333
Accounts Receivable Clerk	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Accounts Payable Clerk	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Accountant/Financial Systems Manager	\$45,654	\$46,597	\$47,546	\$49,415	\$51,262
Administrative Services Secretary	\$32,885	\$33,487	\$34,107	\$35,385	\$36,739
Assistant Deputy Treasurer	\$38,027	\$39,546	\$41,127	\$42,772	\$44,484
Business Office Manager	\$45,654	\$46,597	\$47,546	\$49,415	\$51,262
Clerk	\$25,937	\$26,391	\$26,840	\$27,744	\$28,683
Clerk Stenographer	\$28,683	\$29,205	\$29,697	\$30,743	\$31,874
Clerk Typist I	\$27,294	\$27,744	\$28,195	\$29,205	\$30,219
Clerk Typist II	\$28,683	\$29,205	\$29,697	\$30,743	\$31,874
Civil Court Clerk	\$30,219	\$30,743	\$31,311	\$32,439	\$33,640
Elections Clerk	\$30,219	\$30,743	\$31,311	\$32,439	\$33,640
Emergency Management Program Specialist	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Environmental Health Clerk	\$27,294	\$27,744	\$28,195	\$29,205	\$30,219
Executive Secretary	\$33,038	\$33,640	\$34,276	\$35,550	\$36,905
Financial Data Systems Coordinator	\$39,834	\$40,584	\$41,375	\$43,026	\$44,748
Fiscal/Risk Management Coordinator	\$44,040	\$44,721	\$45,654	\$47,345	\$49,109
Imaging Clerk	\$25,937	\$26,391	\$26,840	\$27,744	\$28,683
Legal Stenographer	\$33,038	\$33,640	\$34,276	\$35,550	\$36,905
Office Assistant	\$24,735	\$25,111	\$25,524	\$26,391	\$27,293
Parks Office Manager	\$34,276	\$34,824	\$35,550	\$36,905	\$38,333
Purchasing Clerk	\$34,276	\$34,824	\$35,550	\$36,905	\$38,333
Receivables/Grant Accountant	\$44,040	\$44,721	\$45,654	\$47,345	\$49,109
Secretary	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Storm Water Education Assistant	\$27,294	\$27,744	\$28,195	\$29,205	\$30,219
Vital Statistics Clerk	\$30,219	\$30,743	\$31,311	\$32,439	\$33,640

MAINTENANCE/UNSKILLED	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Airport Buildings & Grounds Worker	\$30,219	\$30,743	\$31,311	\$32,439	\$33,640
Appraiser Trainee	\$31,399	\$31,975	\$32,548	\$33,985	\$35,023
Building & Grounds Worker	\$30,219	\$30,743	\$31,311	\$32,439	\$33,640
Cook I	\$27,415	\$27,875	\$28,328	\$29,257	\$30,305
Cook II	\$29,257	\$29,756	\$30,305	\$31,340	\$32,460
Custodian I	\$24,735	\$25,111	\$25,524	\$26,391	\$27,294
Custodian II	\$30,219	\$30,743	\$31,311	\$32,439	\$33,640
Dog Warden I	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Dog Warden II	\$33,038	\$33,640	\$34,276	\$35,550	\$36,905
Dog Warden, Senior	\$35,615	\$36,298	\$36,976	\$38,403	\$39,909
Drain Maintenance Worker	\$32,083	\$31,512	\$32,094	\$33,250	\$34,481
Equipment Repair/Operator	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Laundry Worker	\$24,735	\$25,111	\$25,524	\$26,391	\$27,294
Maintenance Worker	\$32,885	\$33,487	\$34,109	\$35,384	\$36,739
Park Ranger	\$24,735	\$25,111	\$25,524	\$26,391	\$27,294
Park Manager	\$35,550	\$36,230	\$36,905	\$38,333	\$39,834

HOURLY RATED EMPLOYEES	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Assistant Branch Librarian	\$12.50	\$12.71	\$12.90	\$13.30	\$13.79
Branch Librarian	\$13.79	\$13.99	\$14.24	\$14.70	\$15.23
Dental Hygienist	\$24.10				
Environmental Health Aide	\$12.50	\$12.71	\$12.90	\$13.30	\$13.79
Landfill Attendant II	\$13.19	\$13.38	\$13.58	\$14.04	\$14.47
Shipping/Receiving/Mail Clerk	\$12.50	\$12.71	\$12.90	\$13.30	\$13.79
Technical Systems Assistant	\$16.35	\$16.63	\$16.94	\$17.58	\$18.24

July 1, 2006 Continued

TECHNICAL/PROFESSIONAL	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Airport Attendant I	\$24,735	\$25,111	\$25,524	\$26,391	\$27,293
Airport Attendant II	\$30,219	\$30,743	\$31,311	\$32,440	\$33,640
Appraiser I	\$36,230	\$36,905	\$37,617	\$39,045	\$40,584
Appraiser II	\$41,621	\$42,412	\$43,238	\$44,926	\$46,692
Appraiser, Senior	\$47,210	\$48,151	\$49,101	\$50,970	\$52,816
Assistant Emergency Services Coordinator	\$35,550	\$36,230	\$36,905	\$38,333	\$39,834
Branch Librarian	\$26,909	\$27,268	\$27,783	\$28,655	\$29,709
Computer Application Specialist	\$34,616	\$35,256	\$35,922	\$37,275	\$39,115
Communication System Network Technician	\$39,834	\$40,584	\$41,375	\$43,026	\$44,748
Dental Aide/Clerk	\$27,294	\$27,744	\$28,195	\$29,205	\$30,219
Dental Hygienist	\$46,986	\$47,694	\$48,658	\$50,353	\$51,874
Drain Equipment Operator	\$32,083	\$31,512	\$32,094	\$33,250	\$34,481
Drain Fieldman	\$37,237	\$37,949	\$38,674	\$40,170	\$41,737
Drain Inspector	\$32,083	\$31,512	\$32,094	\$33,250	\$34,481
Drain Maintenance Manager	\$38,863	\$39,594	\$40,366	\$41,977	\$43,657
Environmental Health Educator	\$37,886	\$39,608	\$41,044	\$42,766	\$44,200
Environmental Health Field Coordinator	\$50,943	\$51,752	\$52,708	\$54,494	\$56,240
GIS Analyst	\$41,029	\$41,809	\$42,614	\$44,317	\$46,092
GIS Coordinator	\$46,597	\$47,532	\$48,509	\$50,299	\$52,016
GIS-CAD Application Technician	\$37,886	\$39,608	\$41,044	\$42,766	\$44,200
GIS Specialist	\$34,616	\$35,256	\$35,922	\$37,275	\$39,115
4-H Program Assistant	\$27,294	\$27,744	\$28,195	\$29,205	\$30,219
Home Economist	\$39,834	\$40,584	\$41,375	\$43,026	\$44,748
Homeland Security Technician	\$25,937	\$26,391	\$26,840	\$27,744	\$28,683
Homeland Security Planner	\$35,550	\$36,230	\$36,905	\$38,333	\$39,834
Horticulture Program Assistant	\$27,294	\$27,744	\$28,195	\$29,205	\$30,219
Information Services Specialist	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Information Systems Network Technician	\$39,834	\$40,584	\$41,375	\$43,026	\$44,748
Laboratory Technician	\$30,055	\$30,506	\$30,957	\$31,966	\$32,982
Landfill Attendant I	\$24,735	\$25,111	\$25,524	\$26,391	\$27,294
Landfill Attendant II	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Librarian IA	\$38,333	\$39,045	\$39,834	\$41,375	\$43,026
Librarian I	\$41,375	\$42,202	\$43,026	\$44,748	\$46,597
Librarian II	\$44,748	\$45,654	\$46,597	\$48,509	\$50,299
Librarian III	\$46,597	\$47,532	\$48,509	\$50,299	\$52,016
Library Assistant I	\$28,195	\$28,683	\$29,222	\$30,219	\$31,311
Library Assistant II	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Nutrition Dietician	\$34,276	\$34,824	\$35,550	\$36,905	\$38,329
Network Systems Analyst	\$50,943	\$51,752	\$52,708	\$54,494	\$56,240
Office Pool Technician	\$34,276	\$34,824	\$35,550	\$36,905	\$38,329
Planner I	\$40,581	\$41,266	\$42,202	\$43,891	\$45,654
Planner II	\$44,748	\$45,654	\$46,597	\$48,509	\$50,299
Planner III	\$54,251	\$55,134	\$56,036	\$57,780	\$59,360
Preprofessional I	\$35,550	\$36,230	\$36,905	\$38,333	\$39,834
Preprofessional II	\$37,617	\$38,333	\$39,045	\$40,584	\$42,202
Project Manager	\$39,834	\$40,584	\$41,375	\$43,026	\$44,748
Property Description Technician	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Property Survey Draftsman I	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Property Survey Draftsman II	\$34,276	\$34,824	\$35,550	\$36,905	\$38,329
Property Survey Draftsman, Senior/Plat Examiner	\$37,617	\$38,333	\$39,045	\$40,584	\$42,202
Sanitarian	\$43,891	\$44,748	\$45,654	\$47,539	\$49,428
Sanitarian II	\$45,981	\$46,691	\$47,662	\$49,419	\$51,256
Sr. Communications Technician	\$35,550	\$36,230	\$36,905	\$38,333	\$39,834
Special Events, Marketing Volunteer Coordinator	\$40,581	\$41,266	\$42,202	\$43,891	\$45,654
Staff Accountant	\$44,040	\$44,720	\$45,653	\$47,345	\$49,110

July 1, 2006 Continued

TECHNICAL/PROFESSIONAL	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Vaccine Management/Immunization Registry Coordinator	\$34,276	\$34,824	\$35,550	\$36,905	\$38,329
Video Assistant	\$24,735	\$25,111	\$25,524	\$26,391	\$27,293
Vision & Hearing Coordinator	\$32,885	\$33,487	\$34,109	\$35,384	\$36,739
Vision & Hearing Technician	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Web Developer	\$46,597	\$47,532	\$48,509	\$50,299	\$52,016

2.0% Effective July 1, 2007

CLERICAL/ACCOUNTING	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Account Clerk I	\$28,299	\$28,758	\$29,257	\$30,291	\$31,358
Account Clerk II	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Account Clerk III	\$34,961	\$35,520	\$36,261	\$37,643	\$39,100
Accounts Receivable Clerk	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Accounts Payable Clerk	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Accountant/Financial Systems Manager	\$46,567	\$47,529	\$48,497	\$50,403	\$52,287
Administrative Services Secretary	\$33,542	\$34,156	\$34,790	\$36,093	\$37,474
Assistant Deputy Treasurer	\$38,788	\$40,336	\$41,949	\$43,627	\$45,375
Business Office Manager	\$46,567	\$47,529	\$48,497	\$50,403	\$52,287
Clerk	\$26,456	\$26,918	\$27,377	\$28,299	\$29,257
Clerk Stenographer	\$29,257	\$29,789	\$30,291	\$31,358	\$32,511
Clerk Typist I	\$27,840	\$28,299	\$28,758	\$29,789	\$30,824
Clerk Typist II	\$29,257	\$29,789	\$30,291	\$31,358	\$32,511
Civil Court Clerk	\$30,824	\$31,358	\$31,937	\$33,088	\$34,313
Elections Clerk	\$30,824	\$31,358	\$31,937	\$33,088	\$34,313
Emergency Management Program Specialist	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Environmental Health Clerk	\$27,840	\$28,299	\$28,758	\$29,789	\$30,824
Executive Secretary	\$33,699	\$34,313	\$34,961	\$36,261	\$37,643
Financial Data Systems Coordinator	\$40,631	\$41,395	\$42,202	\$43,887	\$45,643
Fiscal/Risk Management Coordinator	\$44,921	\$45,615	\$46,567	\$48,292	\$50,092
Imaging Clerk	\$26,456	\$26,918	\$27,377	\$28,299	\$29,257
Legal Stenographer	\$33,699	\$34,313	\$34,961	\$36,261	\$37,643
Office Assistant	\$25,230	\$25,613	\$26,034	\$26,918	\$27,839
Parks Office Manager	\$34,961	\$35,520	\$36,261	\$37,643	\$39,100
Purchasing Clerk	\$34,961	\$35,520	\$36,261	\$37,643	\$39,100
Receivables/Grant Accountant Secretary	\$44,921	\$45,615	\$46,567	\$48,292	\$50,092
Secretary	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Storm Water Education Assistant	\$27,840	\$28,299	\$28,758	\$29,789	\$30,824
Vital Statistics Clerk	\$30,824	\$31,358	\$31,937	\$33,088	\$34,313

MAINTENANCE UNSKILLED	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Airport Buildings & Grounds Worker	\$30,824	\$31,358	\$31,937	\$33,088	\$34,313
Appraiser Trainee	\$32,027	\$32,614	\$33,199	\$34,664	\$35,723
Building & Grounds Worker	\$30,824	\$31,358	\$31,937	\$33,088	\$34,313
Cook I	\$27,963	\$28,433	\$28,895	\$29,842	\$30,911
Cook II	\$29,842	\$30,351	\$30,911	\$31,967	\$33,109
Custodian I	\$25,230	\$25,613	\$26,034	\$26,918	\$27,840
Custodian II	\$30,824	\$31,358	\$31,937	\$33,088	\$34,313
Dog Warden I	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Dog Warden II	\$33,699	\$34,313	\$34,961	\$36,261	\$37,643
Dog Warden, Sr.	\$36,327	\$37,024	\$37,715	\$39,172	\$40,707
Drain Maintenance Worker	\$32,725	\$32,142	\$32,736	\$33,915	\$35,171
Equipment Repair/Operator	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Laundry Worker	\$25,230	\$25,613	\$26,034	\$26,918	\$27,840
Maintenance Worker	\$33,542	\$34,156	\$34,791	\$36,092	\$37,474
Park Ranger	\$25,230	\$25,613	\$26,034	\$26,918	\$27,840
Park Manager	\$36,261	\$36,954	\$37,643	\$39,100	\$40,631

July 1, 2007 Continued

HOURLY RATED EMPLOYEES	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Assistant Branch Librarian	\$12.75	\$12.97	\$13.16	\$13.57	\$14.07
Branch Librarian	\$14.07	\$14.27	\$14.52	\$14.99	\$15.54
Dental Hygienist	\$24.58				
Environmental Health Aide	\$12.75	\$12.97	\$13.16	\$13.57	\$14.07
Landfill Attendant II	\$13.45	\$13.65	\$13.86	\$14.32	\$14.76
Shipping/Receiving/Mail Clerk	\$12.75	\$12.97	\$13.16	\$13.57	\$14.07
Technical Systems Assistant	\$16.67	\$16.96	\$17.27	\$17.93	\$18.60

TECHNICAL/PROFESSIONAL	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Airport Attendant I	\$25,230	\$25,613	\$26,034	\$26,918	\$27,839
Airport Attendant II	\$30,824	\$31,358	\$31,937	\$33,089	\$34,313
Appraiser I	\$36,954	\$37,643	\$38,369	\$39,826	\$41,395
Appraiser II	\$42,453	\$43,260	\$44,103	\$45,824	\$47,626
Appraiser, Senior	\$48,154	\$49,114	\$50,083	\$51,989	\$53,872
Assistant Emergency Services Coordinator	\$36,261	\$36,954	\$37,643	\$39,100	\$40,631
Branch Librarian	\$27,447	\$27,813	\$28,338	\$29,228	\$30,303
Computer Application Specialist	\$35,308	\$35,961	\$36,640	\$38,021	\$39,897
Communication System Network Technician	\$40,631	\$41,395	\$42,202	\$43,887	\$45,643
Dental Aide/Clerk	\$27,840	\$28,299	\$28,758	\$29,789	\$30,824
Dental Hygienist	\$47,926	\$48,648	\$49,631	\$51,360	\$52,911
Drain Equipment Operator	\$32,725	\$32,142	\$32,736	\$33,915	\$35,171
Drain Fieldman	\$37,982	\$38,708	\$39,447	\$40,973	\$42,572
Drain Inspector	\$32,725	\$32,142	\$32,736	\$33,915	\$35,171
Drain Maintenance Manager	\$39,640	\$40,386	\$41,173	\$42,817	\$44,530
Environmental Health Educator	\$38,643	\$40,400	\$41,865	\$43,621	\$45,084
Environmental Health Field Coordinator	\$51,962	\$52,787	\$53,762	\$55,584	\$57,365
GIS Analyst	\$41,850	\$42,645	\$43,467	\$45,204	\$47,014
GIS Coordinator	\$47,529	\$48,483	\$49,480	\$51,305	\$53,057
GIS-CAD Application Technician	\$38,643	\$40,400	\$41,865	\$43,621	\$45,084
GIS Specialist	\$35,308	\$35,961	\$36,640	\$38,021	\$39,897
4-H Program Assistant	\$27,840	\$28,299	\$28,758	\$29,789	\$30,824
Home Economist	\$40,631	\$41,395	\$42,202	\$43,887	\$45,643
Homeland Security Technician	\$26,456	\$26,918	\$27,377	\$28,299	\$29,257
Homeland Security Planner	\$36,261	\$36,954	\$37,643	\$39,100	\$40,631
Horticulture Program Assistant	\$27,840	\$28,299	\$28,758	\$29,789	\$30,824
Information Services Specialist	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Information Systems Network Technician	\$40,631	\$41,395	\$42,202	\$43,887	\$45,643
Laboratory Technician	\$30,656	\$31,116	\$31,576	\$32,606	\$33,642
Landfill Attendant I	\$25,230	\$25,613	\$26,034	\$26,918	\$27,840
Landfill Attendant II	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Librarian IA	\$39,100	\$39,826	\$40,631	\$42,202	\$43,887
Librarian I	\$42,202	\$43,046	\$43,887	\$45,643	\$47,529
Librarian II	\$45,643	\$46,567	\$47,529	\$49,480	\$51,305
Librarian III	\$47,529	\$48,483	\$49,480	\$51,305	\$53,057
Library Assistant I	\$28,758	\$29,257	\$29,807	\$30,824	\$31,937
Library Assistant II	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Nutrition Dietician	\$34,961	\$35,520	\$36,261	\$37,643	\$39,095
Network Systems Analyst	\$51,962	\$52,787	\$53,762	\$55,584	\$57,365
Office Pool Technician	\$34,961	\$35,520	\$36,261	\$37,643	\$39,095
Planner I	\$41,393	\$42,092	\$43,046	\$44,769	\$46,567
Planner II	\$45,643	\$46,567	\$47,529	\$49,480	\$51,305
Planner III	\$55,336	\$56,236	\$57,157	\$58,936	\$60,548
Preprofessional I	\$36,261	\$36,954	\$37,643	\$39,100	\$40,631
Preprofessional II	\$38,369	\$39,100	\$39,826	\$41,395	\$43,046

July 1, 2007 Continued

TECHNICAL/PROFESSIONAL	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Project Manager	\$40,631	\$41,395	\$42,202	\$43,887	\$45,643
Property Description Technician	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Property Survey Draftsman I	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Property Survey Draftsman II	\$34,961	\$35,520	\$36,261	\$37,643	\$39,095
Property Survey Draftsman, Senior/Plat Examiner	\$38,369	\$39,100	\$39,826	\$41,395	\$43,046
Sanitarian	\$44,769	\$45,643	\$46,567	\$48,489	\$50,416
Sanitarian II	\$46,900	\$47,625	\$48,615	\$50,408	\$52,281
Sr. Communications Technician	\$36,261	\$36,954	\$37,643	\$39,100	\$40,631
Special Events, Marketing Volunteer Coordinator	\$41,393	\$42,092	\$43,046	\$44,769	\$46,567
Staff Accountant	\$44,921	\$45,614	\$46,566	\$48,292	\$50,093
Vaccine Management/Immunization Registry Coordinator	\$34,961	\$35,520	\$36,261	\$37,643	\$39,095
Video Assistant	\$25,230	\$25,613	\$26,034	\$26,918	\$27,839
Vision & Hearing Coordinator	\$33,542	\$34,156	\$34,791	\$36,092	\$37,474
Vision & Hearing Technician	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Web Developer	\$47,529	\$48,483	\$49,480	\$51,305	\$53,057

2.0% Effective July 1, 2008

CLERICAL/ACCOUNTING	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Account Clerk I	\$28,865	\$29,334	\$29,842	\$30,897	\$31,985
Account Clerk II	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Account Clerk III	\$35,660	\$36,231	\$36,986	\$38,396	\$39,882
Accounts Receivable Clerk	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Accounts Payable Clerk	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Accountant/Financial Systems Manager	\$47,498	\$48,480	\$49,467	\$51,411	\$53,333
Administrative Services Secretary	\$34,213	\$34,839	\$35,485	\$36,815	\$38,224
Assistant Deputy Treasurer	\$39,564	\$41,143	\$42,788	\$44,500	\$46,283
Business Office Manager	\$47,498	\$48,480	\$49,467	\$51,411	\$53,333
Clerk	\$26,985	\$27,457	\$27,925	\$28,865	\$29,842
Clerk Stenographer	\$29,842	\$30,385	\$30,897	\$31,985	\$33,162
Clerk Typist I	\$28,397	\$28,865	\$29,334	\$30,385	\$31,440
Clerk Typist II	\$29,842	\$30,385	\$30,897	\$31,985	\$33,162
Civil Court Clerk	\$31,440	\$31,985	\$32,576	\$33,750	\$34,999
Elections Clerk	\$31,440	\$31,985	\$32,576	\$33,750	\$34,999
Emergency Management Program Specialist	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Environmental Health Clerk	\$28,397	\$28,865	\$29,334	\$30,385	\$31,440
Executive Secretary	\$34,373	\$34,999	\$35,660	\$36,986	\$38,396
Financial Data Systems Coordinator	\$41,444	\$42,223	\$43,046	\$44,765	\$46,556
Fiscal/Risk Management Coordinator	\$45,819	\$46,528	\$47,498	\$49,258	\$51,093
Imaging Clerk	\$26,985	\$27,457	\$27,925	\$28,865	\$29,842
Legal Stenographer	\$34,373	\$34,999	\$35,660	\$36,986	\$38,396
Office Assistant	\$25,734	\$26,125	\$26,555	\$27,457	\$28,396
Parks Office Manager	\$35,660	\$36,231	\$36,986	\$38,396	\$39,882
Purchasing Clerk	\$35,660	\$36,231	\$36,986	\$38,396	\$39,882
Receivables/Grant Accountant	\$45,819	\$46,528	\$47,498	\$49,258	\$51,093
Secretary	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Storm Water Education Assistant	\$28,397	\$28,865	\$29,334	\$30,385	\$31,440
Vital Statistics Clerk	\$31,440	\$31,985	\$32,576	\$33,750	\$34,999

MAINTENANCE UNSKILLED	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Airport Buildings & Grounds Worker	\$31,440	\$31,985	\$32,576	\$33,750	\$34,999
Appraiser Trainee	\$32,667	\$33,266	\$33,863	\$35,358	\$36,437
Building & Grounds Worker	\$31,440	\$31,985	\$32,576	\$33,750	\$34,999
Cook I	\$28,523	\$29,001	\$29,472	\$30,439	\$31,530
Cook II	\$30,439	\$30,958	\$31,530	\$32,606	\$33,771
Custodian I	\$25,734	\$26,125	\$26,555	\$27,457	\$28,397
Custodian II	\$31,440	\$31,985	\$32,576	\$33,750	\$34,999
Dog Warden I	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Dog Warden II	\$34,373	\$34,999	\$35,660	\$36,986	\$38,396
Dog Warden, Sr.	\$37,054	\$37,764	\$38,470	\$39,955	\$41,521
Drain Maintenance Worker	\$33,380	\$32,785	\$33,391	\$34,593	\$35,874
Equipment Repair/Operator	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Laundry Worker	\$25,734	\$26,125	\$26,555	\$27,457	\$28,397
Maintenance Worker	\$34,213	\$34,839	\$35,487	\$36,814	\$38,224
Park Ranger	\$25,734	\$26,125	\$26,555	\$27,457	\$28,397
Park Manager	\$36,986	\$37,693	\$38,396	\$39,882	\$41,444

HOURLY RATED	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Assistant Branch Librarian	13.01	13.23	13.42	13.84	14.35
Branch Librarian	14.35	14.56	14.81	15.29	15.85
Dental Hygienist	25.08				
Environmental Health Aide	13.01	13.23	13.42	13.84	14.35
Landfill Attendant II	13.72	13.93	14.13	14.60	15.05
Shipping/Receiving/Mail Clerk	13.01	13.23	13.42	13.84	14.35
Technical Systems Assistant	17.01	17.30	17.62	18.29	18.98

July 1, 2008 Continued

TECHNICAL/PROFESSIONAL	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Airport Attendant I	\$25,734	\$26,125	\$26,555	\$27,457	\$28,396
Airport Attendant II	\$31,440	\$31,985	\$32,576	\$33,751	\$34,999
Appraiser I	\$37,693	\$38,396	\$39,136	\$40,623	\$42,223
Appraiser II	\$43,302	\$44,125	\$44,985	\$46,741	\$48,578
Appraiser, Senior	\$49,117	\$50,097	\$51,085	\$53,029	\$54,950
Assistant Emergency Services Coordinator	\$36,986	\$37,693	\$38,396	\$39,882	\$41,444
Branch Librarian	\$27,996	\$28,370	\$28,905	\$29,812	\$30,909
Computer Application Specialist	\$36,014	\$36,680	\$37,373	\$38,781	\$40,695
Communication System Network Technician	\$41,444	\$42,223	\$43,046	\$44,765	\$46,556
Dental Aide/Clerk	\$28,397	\$28,865	\$29,334	\$30,385	\$31,440
Dental Hygienist	\$48,884	\$49,621	\$50,623	\$52,388	\$53,969
Drain Equipment Operator	\$33,380	\$32,785	\$33,391	\$34,593	\$35,874
Drain Fieldman	\$38,742	\$39,482	\$40,236	\$41,792	\$43,423
Drain Inspector	\$33,380	\$32,785	\$33,391	\$34,593	\$35,874
Drain Maintenance Manager	\$40,433	\$41,194	\$41,996	\$43,673	\$45,421
Environmental Health Educator	\$39,416	\$41,208	\$42,702	\$44,493	\$45,985
Environmental Health Field Coordinator	\$53,001	\$53,842	\$54,837	\$56,695	\$58,512
GIS Analyst	\$42,687	\$43,498	\$44,336	\$46,108	\$47,954
GIS Coordinator	\$48,480	\$49,453	\$50,469	\$52,331	\$54,118
GIS-CAD Application Technician	\$39,416	\$41,208	\$42,702	\$44,493	\$45,985
GIS Specialist	\$36,014	\$36,680	\$37,373	\$38,781	\$40,695
4-H Program Assistant	\$28,397	\$28,865	\$29,334	\$30,385	\$31,440
Home Economist	\$41,444	\$42,223	\$43,046	\$44,765	\$46,556
Homeland Security Technician	\$26,985	\$27,457	\$27,925	\$28,865	\$29,842
Homeland Security Planner	\$36,986	\$37,693	\$38,396	\$39,882	\$41,444
Horticulture Program Assistant	\$28,397	\$28,865	\$29,334	\$30,385	\$31,440
Information Services Specialist	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Information Systems Network Technician	\$41,444	\$42,223	\$43,046	\$44,765	\$46,556
Laboratory Technician	\$31,269	\$31,738	\$32,207	\$33,258	\$34,315
Landfill Attendant I	\$25,734	\$26,125	\$26,555	\$27,457	\$28,397
Landfill Attendant II	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Librarian IA	\$39,882	\$40,623	\$41,444	\$43,046	\$44,765
Librarian I	\$43,046	\$43,906	\$44,765	\$46,556	\$48,480
Librarian II	\$46,556	\$47,498	\$48,480	\$50,469	\$52,331
Librarian III	\$48,480	\$49,453	\$50,469	\$52,331	\$54,118
Library Assistant I	\$29,334	\$29,842	\$30,403	\$31,440	\$32,576
Library Assistant II	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Nutrition Dietician	\$35,660	\$36,231	\$36,986	\$38,396	\$39,877
Network Systems Analyst	\$53,001	\$53,842	\$54,837	\$56,695	\$58,512
Office Pool Technician	\$35,660	\$36,231	\$36,986	\$38,396	\$39,877
Planner I	\$42,221	\$42,934	\$43,906	\$45,664	\$47,498
Planner II	\$46,556	\$47,498	\$48,480	\$50,469	\$52,331
Planner III	\$56,443	\$57,361	\$58,300	\$60,114	\$61,758
Preprofessional I	\$36,986	\$37,693	\$38,396	\$39,882	\$41,444
Preprofessional II	\$39,136	\$39,882	\$40,623	\$42,223	\$43,906
Project Manager	\$41,444	\$42,223	\$43,046	\$44,765	\$46,556
Property Description Technician	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Property Survey Draftsman I	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Property Survey Draftsman II	\$35,660	\$36,231	\$36,986	\$38,396	\$39,877
Property Survey Draftsman, Senior/Plat Examiner	\$39,136	\$39,882	\$40,623	\$42,223	\$43,906

July 1, 2008 Continued

TECHNICAL/PROFESSIONAL	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Sanitarian	\$45,664	\$46,556	\$47,498	\$49,459	\$51,425
Sanitarian II	\$47,838	\$48,577	\$49,587	\$51,416	\$53,327
Sr. Communications Technician	\$36,986	\$37,693	\$38,396	\$39,882	\$41,444
Special Events, Marketing Volunteer Coordinator	\$42,221	\$42,934	\$43,906	\$45,664	\$47,498
Staff Accountant	\$45,819	\$46,527	\$47,497	\$49,258	\$51,094
Vaccine Management/Immunization Registry Coordinator	\$35,660	\$36,231	\$36,986	\$38,396	\$39,877
Video Assistant	\$25,734	\$26,125	\$26,555	\$27,457	\$28,396
Vision & Hearing Coordinator	\$34,213	\$34,839	\$35,487	\$36,814	\$38,224
Vision & Hearing Technician	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Web Developer	\$48,480	\$49,453	\$50,469	\$52,331	\$54,118

ARTICLE 46
TERMINATION OF AGREEMENT

This Agreement shall be in effect and become operative on July 1, 2005 and shall continue in operation an effect through June 30, 2009. If either party hereto desires to terminate, modify, or amend this Agreement, it shall give notice at least sixty (60) days prior to June 30, 2009 to the Employer or to the Union as the case may be, of its intention to terminate, modify or amend this Agreement. If neither party shall give notice to terminate, modify or amend this Agreement as provided, the Agreement shall continue in operation and effect after July 1, 2009 subject to termination or modification thereafter by either party upon sixty (60) days written notice.

FOR THE UNION

FOR THE EMPLOYER

Arthur Wood
AFSCME Council #25

Patricia Anger, Chairperson
Board of Commissioners

Dennis Swoffer
President, Local 1089

Marilyn Dunn
County Clerk

Bargaining Committee Member

Date: _____

Date: _____

LETTER OF UNDERSTANDING
REGARDING
RETIREE HEALTH CARE
ARTICLE 37 – RETIREMENT

The County of St. Clair (the County) and the Public Service Employees – AFSCME, Local 1089 (the Union) establish and agree that a regular full time employee that is a member of the St. Clair County Retirement System (the System) shall be entitled to participate or not participate in prefunding future retiree health care in accordance with the following safeguards, terms and conditions.

1. An employee that is a member of the System that participates in the prefunding of retiree health care shall be entitled to coverage at no premium cost upon retirement in accordance with Article 37 - Retirement.
2. An employee that is a member of the System that does not participate in the prefunding of retiree health care shall not be entitled to paid coverage upon retirement.
3. An employee that is a member of the System that does not participate in the prefunding of retiree health care shall have the option upon retirement to purchase retiree health care by prepaying the entire premium amount determined by the County on a month-to-month basis in accordance with Article 37 – Retirement.
4. An employee that is employed before the County's ratification of this Collective Bargaining Agreement (CBA) shall within thirty (30) calendar days of the County's ratification complete and submit a retiree health care prefunding election form to the Human Resources Department. The employee that fails to submit a timely form shall be considered to have elected not to prefund retiree health care coverage.
5. An employee hired or otherwise eligible to become a member of the System after the County's ratification of the CBA shall be required to complete and submit a retiree health care election form at the time of enrollment for fringe benefits or eligibility for membership in the System. The employee that fails to submit a timely form shall be considered to have elected not to prefund retiree health care coverage.
6. An employee's election to participate or not participate once rendered to the Human Resources Department shall be and is irrevocable after the thirtieth (30th) calendar day following the County's ratification.
7. An employee hired before July 1, 2006 that is a member of the System and who is eligible to retire with a pension on or before June 30, 2009 shall be eligible for paid retiree health care coverage upon retirement and shall not be required to prefund retiree health care subject to the following conditions.
 - A. The employee shall execute his or her commitment to retire on or before June 30, 2009 by completing and submitting a retirement petition supplied by and returned to the Human Resources Department within thirty (30) calendar days of the County's ratification of the CBA.

- B. The employee must retire or leave County employment on or before June 30, 2009 or be subject to the terms and conditions of the following paragraphs C and D.
 - C. Should the employee not retire on or before June 30, 2009, that employee shall be required to pay to the System the full amount equal to the prefunded retiree health care that would have been contributed. Failure to pay the full amount to the System will make the employee ineligible for paid retiree health care.
 - D. Separation from employment on or before June 30, 2009, for any reason other than retirement, shall not require payment of the prefunded amount provided the employee does not subsequently return to employment in any position subject to the System.
8. The County shall provide the Union with a fiduciary report on the financial condition of the trust account. The report shall be provided reasonably near January first and July first of each calendar year beginning January 1, 2007.

For The Union

For The County

Dated: _____

Dated: _____