

AGREEMENT

BETWEEN

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

AND

ST. CLAIR COUNTY HUMAN RESOURCES CLERKS AND SPECIALISTS

EFFECTIVE

JULY 1, 2007

THROUGH

JUNE 30, 2011

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ARTICLE 1
AGREEMENT

1.1: This Agreement entered into this _____ of February, 2009 between the St. Clair County Board of Commissioners (hereinafter referred to as the "EMPLOYER") AND St. Clair County Human Resources Specialists and Clerks – Technical Professional Officeworkers Association of Michigan [T.P.O.A.M.] (hereinafter referred to the "ASSOCIATION"). The headings used in the Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.

ARTICLE 2
PURPOSE AND INTENT

2.1: 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.

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

ARTICLE 3
RECOGNITION

3.1: The Association is hereby recognized by the St. Clair County Board of Commissioners as exclusive representative of regular full time and regular part time employees classified as Senior Human Resource Specialist (s), Human Resource Specialist (s), Human Resource Clerk (s) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, excluding all supervisor(s) and employees represented by any other labor organization.

3.2: The parties hereto agree that they shall not discriminate against any persons because of religion, race, creed, color, national origin, age, sex, marital status or number of dependents, or handicap.

3.3: In recognition of the agreements and concessions provided herein the Association and its members shall not engage in nor encourage, any strike, sit-down, stay-in, slow-down or similar action. The Employer shall have the right to discipline or discharge any employee participating in such action and the Association agrees not to oppose such action. In exchange for which, the Employer agrees not to lock-out an employee during the term of agreement.

ARTICLE 4
MANAGEMENT RIGHTS

4.1: 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 prominently 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 alter or discontinue jobs, classification, or practices; the maintenance and repairs; amount and kind of supervision necessary; methods and means of operation; scheduling and establishment of hours; manpower and work sites; full control of the selection, examination, review, and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate 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 5 AGENCY SHOP

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

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

5.3: For those employees for whom properly executed payroll deduction authorization forms are delivered to the Human Resources Office, the Employer will deduct Association dues or representation fees each pay period as per such authorization and shall remit to the Association any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

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

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

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

5.7: The Association shall indemnify, defend, and save the 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 the article. It is further agreed that neither any employee nor the Association 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 Association with dues deducted from the employee's pay. In no case shall the County be responsible to pay to the Association or employee an amount equal to dues or representation fee, which may or may not have been deducted and paid to the Association or employee.

ARTICLE 6 ASSOCIATION REPRESENTATION

6.1: The Association shall be represented to the Employer by no more than two (2) representatives. The names and classifications of these employees shall be communicated in writing to the Human Resources Director of the County upon their selection and/or subsequent change.

6.2: The representative(s) shall be permitted to represent the employees to the Employer in matters of negotiation, grievances or concerns of the membership. No more than two (2) employees may be paid when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Association in all other matters.

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

6.4: The Union shall notify the Human Resources Director, in writing of the names of all local officers and representatives. Members of the unit who are not officially identified in writing shall not be entitled or permitted to represent the interests of members to the County.

6.5: The representation of employees shall not unduly disrupt the operation of the Human Resources Department (hereafter the Department). To facilitate this end, the employee representative shall notify a Department supervisor of the need to meet and confer to expedite Union business. The supervisor shall not deny any reasonable request that does not unduly disrupt the effectiveness of the Department's operation.

ARTICLE 7
DEPARTMENTAL WORK RULES AND REGULATIONS

- 7.1: The County is authorized to determine departmental work rules and regulations in addition to the policies described herein. Such work rules and regulations must be written and posted in a conspicuous place. Each employee shall be given a copy of the County work rules.
- 7.2: Such work rules or regulations will be null and void where they conflict with statutes, or this Agreement.
- 7.3: Department work rules and regulations are subject to the grievance procedure.
- 7.4: Work rules and regulations may be instituted which specifically address the safety and physical well-being of the employee.
- 7.5: All work rules and regulations, including safety, are enforceable by discipline.
- 7.6: A disputed work rule or regulation shall be held in abeyance until resolved by negotiation, discussion, mediation or grievance. Be it provided however, this process shall not unduly disrupt the operation of County or unnecessarily protract a resolution.

ARTICLE 8
GRIEVANCE PROCEDURE

- 8.1: Step 1
A. An employee having a specified grievance alleging violation of this Agreement shall within fifteen (15) calendar days of the occurrence take the matter up with their immediate supervisor in an effort to resolve the matter. The Association shall advise the Supervisor that discussions represent a Step 1 hearing or the matter shall not be subject to further advancement through the Grievance Procedure.
- 8.2: Step 2
A. A grievance shall be considered settled at Step 1 unless reduced to writing, signed by the aggrieved employee and submitted to the Human Resource Director or designee within ten (10) calendar days of taking the matter up with the immediate supervisor. The written grievance shall specify the provision of the Agreement violated and the remedy requested to resolve the grievance.

B. The Human Resource Director shall review the Association grievance and may call for a meeting of all the parties involved. The meeting shall be scheduled at the earliest date agreeable among the parties. The Human Resource Director shall within thirty (30) calendar days of receipt of the grievance or meeting, which ever applies, issue a written response to the grievance.
- 8.3: The decision of the Human Resources Director may be submitted to arbitration through the American Arbitration Association for final and binding resolution provided the County is advised of the Associations intent to arbitrate, within thirty (30) calendar days of the Step 2 decision.
- 8.4: The Association shall, within thirty (30) calendar days following notice of intent pursuant to 8.3 above, request arbitration through the American Arbitration Association or as otherwise mutually agreed by the parties or the matter will be untimely.

8.5: The fees 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.

8.6: The arbitrator shall have powers as hereby limited, after due investigation, to make a decision in cases of alleged violation, misinterpretations, or misapplications of a specific Article and Section of this Agreement.

8.7: The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

8.8: 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 expressed provision of this Agreement.

8.9: 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.

8.10: 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 9 SENIORITY

9.1: New employees hired in the unit shall be subject to an orientation period for the first six (6) months of employment. Only after the satisfactory completion of the orientation period, shall the employee be added on the seniority list of the unit and seniority shall start as of the last date of hire. Seniority shall be based on full time date of hire with the County. Part time employees shall accrue seniority from date of hire but the seniority of full time and part time employees shall be maintained separately. Part time employees who become full time shall have their hours prorated to represent hours as though full time and have their seniority date adjusted appropriately.

A. A full time regular or part time regular employee from another bargaining unit or an exempt employee, who accepts a position covered by this bargaining unit, shall only be entitled to departmental seniority for time actually worked in the Human Resources Department for purposes of layoff and recall, vacation selection and/or promotion, if seniority is a factor in granting a promotion. The new employee shall be entitled to all their accrued seniority for purposes of providing fringe benefits.

B. The Department will maintain a seniority roster based upon hire into the Department for purposes of enforcing the preceding subsection B.

9.2: The seniority list on the date of this Agreement will show the names and classifications of all employees of the unit entitled to seniority. Seniority shall be shown

as date of hire with the County and with the Department.

9.3: When employees acquire seniority, their name shall be placed on the seniority list.

9.4: Up to date seniority lists shall be made available to all employees for their inspection, by posting in the unit.

9.5: The employment of an employee who does not satisfactorily complete the orientation period shall be terminated and the employee shall have no recourse through the grievance procedure.

ARTICLE 10 LOSS OF SENIORITY

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

A. Quits.

B. Is discharged and the discharge is not reversed.

C. The employee is absent for two (2) consecutive working days without notification to the Employer during the two (2) day period. Exceptions may be made by the Employer on proof of good cause that failure to report was beyond the employee's control. After such absence the Employer shall send written notification to the employee at their last known address that they have been discharged, and they have lost seniority. The grievance procedure shall be available to the employee provided it is commenced in writing within fifteen (15) calendar days following mailing of notice of discharge as herein provided.

D. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.

E. Retirement.

F. Does not return from an approved leave of absence unless authorized in writing.

ARTICLE 11 DISCHARGE AND DISCIPLINE

11.1: The Employer agrees to promptly, upon the discharge or discipline of an employee, notify in writing one of the local designated representatives of the Association of the discharge or discipline. The employee shall have the right to prepare a written statement as it relates to the discipline that shall be incorporated in the Employer's record with the discipline.

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

11.3: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions resulting in verbal or written discipline that occurred more than three (3) years previously. The County shall be entitled to consider discipline on any serious or similar infraction that occurred more than three (3) years before the current incident.

11.4: An intentional falsification of an employment application that has not been formerly disclosed in writing to the Employer shall result in the termination of employment.

11.5: The Employer shall not transmit, or otherwise make available to a third party, disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than three (3) years old, except when ordered to do so in a legal action or arbitration.

ARTICLE 12 LAYOFF AND RECALL

12.1: When a layoff is determined to be necessary, the least senior employee(s) in the classification shall be laid-off in accordance with all the following safe guards and conditions.

12.2: Temporary and newly hired employees on orientation status shall be laid off first to the extent necessary to accomplish the need of the County and within the classification affected by layoff. In the event a full-time position is eliminated, the member in the full time position shall have the right to bump a member in a part time position.

12.3: An employee subject to layoff shall be entitled to displace the least senior employee in a classification of equal compensation or the most immediately less paying classification provided the employee subject to layoff has more seniority than the employee in the affected classification and the displacing employee is qualified and capable of performing the work. The displaced employee shall be considered an employee subject to layoff and entitled to displacement rights as such. The employee who displaces a less senior employee shall be required to satisfactorily complete a one hundred and thirty (130) work day trial period or be laid off and the displaced employee recalled.

12.4: When a recall is necessary, the most senior employee shall be recalled to the position formerly held. Recall notice shall be made by written notice sent by certified mail with return receipt requested. Recall shall be made in inverse order of seniority with full-time employee recalled before part-time and temporary employees.

12.5: Failure to report to work on the day scheduled to return from layoff shall result in termination of employment.

12.6: A refusal to accept a suitable offer to return to work shall result in termination of employment. A suitable offer of work shall not be at a reduced rate of pay or hours of work.

12.7: Employees not recalled to work within one (1) year from the date of layoff shall have their employment terminated and shall have no recall rights.

12.8: Employees may elect to withdraw all their retirement contributions upon layoff, provided the layoff is deemed permanent by the supervisor or when recall rights have

elapsed as provided in 12.7. The withdrawal of retirement contributions cancels all retirement benefit rights and privileges. Retirement contributions may be repaid after recall or rehire as provided by the St. Clair County Employees Retirement plan.

12.9: Seniority shall not accrue during a period of layoff.

12.10: A laid off employee shall not be eligible for, nor receive, any fringe benefits.

ARTICLE 13 TRANSFER

13.1: A transfer shall mean a change of work assignments but not a change in classification or a job promotion.

ARTICLE 14 PROMOTIONS AND DEMOTION

14.1: A promotion shall mean a change in classification resulting in an increase in salary.

14.2: A demotion shall mean a change in classification resulting in a decrease in salary.

14.3: The County is authorized to promote employees as vacancies occur within the County. A member of the bargaining unit shall have first opportunity to apply for a vacancy in the bargaining unit provided they possess the necessary qualifications as stipulated by the County.

14.4: When a vacancy occurs, the Employer shall post a job vacancy notice in a conspicuous place in the department. 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 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.

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

14.5: When a vacancy occurs, an employee may request consideration for the promotion. The employee shall communicate interest in the position by completing an application form or providing a resume including the following information:

- A. Position desired.
- B. Qualifications for the job, such as skill levels, ability, experience and/or education.

Employees who are promoted shall retain full seniority and fringe benefits.

14.6: The employer will give consideration to unit employees who possess the skill or ability, experience or education and physical fitness where applicable, and documented or demonstrated acceptable work habits necessary to perform the job. If more than one employee is qualified and all of the above factors are relatively equal, award shall be made to the employee with the longest department service. If an employee candidate and a non-employee candidate have relatively equal qualifications, the employee shall be awarded the position.

14.7: Promotions shall be made from within current employee ranks when the employee is qualified pursuant to 14.6 above. In the event an employee feels he or she was unjustly denied the position, the Human Resource Director shall meet with the steward and employee to discuss the reason(s) for not being granted the position.

14.8: 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. Qualifications shall mean the education, experience and skills/abilities as provided by the job description.

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

14.10: The employee shall be required to satisfactorily complete a six (6) month orientation period. In the event the employee fails to satisfactorily complete the trial period, the employee 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.

14.11: A written evaluation shall be made three (3) months prior to the completion of the orientation period.

14.12: When an employee is promoted to a higher paying classification, they shall be compensated at the nearest higher salary step to the employee's current compensation.

14.13: An employee is subject to demotion for any of the following reasons:

- A. Economic or budgetary necessity.
- B. Inability to perform the required functional tasks.
- C. Incompetence.
- D. Reorganization.

14.14: Notice of demotion shall be made in writing and shall detail the reason(s) for the demotion. It shall be left to the discretion of the employee to provide the Association with a copy of the notice.

14.15: The demoted employee shall be compensated at a salary that does not exceed the salary of the former classification but is consistent with the demotion classification.

ARTICLE 15
TEMPORARY ASSIGNMENTS

15.1: An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant.

15.2: Temporary assignments shall be authorized in writing to the employee by the Supervisor.

15.3: A temporarily assigned employee shall be paid for work performed in a higher paying classification when assigned by a supervisor, when such assignment is for five (5) or more consecutive working days. Pay for such assignment shall be submitted no later than the following pay period for processing and payment. A temporarily assigned employee shall not be made to suffer a reduced rate of pay for a temporary assignment when assigned to a lower paying classification. When a temporary assignment extends beyond five (5) working days, the Association shall be provided a copy of the notice.

15.4: A temporary employee is an employee hired to perform a function full time for a predetermined period of time as a substitute for an employee on a leave of absence or in a seasonal capacity. The temporary status of a substitute employee shall not exceed one (1) year. The temporary status of a seasonal employee shall not exceed six months. A temporary employee shall not be eligible for fringe benefits. Should a temporary employee acquire a regular full time position, the employee shall not be eligible for fringe benefits including seniority rights during the period of temporary employment.

ARTICLE 16
RECLASSIFICATION

16.1: A reclassification shall mean a change in title as a result of a significant change in the tasks, duties and/or responsibilities assigned an employee. An employee shall be entitled to a reclassification when the preponderance of their tasks, duties and/or responsibilities are not typical of their current classification and/or are typical of another classification.

16.2: A request for a wage adjustment that does not require a change in classification shall be considered an equity adjustment and not a reclassification. An equity adjustment shall be considered in accordance with Article 17 –Equity Adjustment.

ARTICLE 17
EQUITY ADJUSTMENT

17.1: An equity adjustment is a change in the wage range of a classification, without a change in classification. An equity adjustment is a change in the wage range based upon merit or to achieve wage parity.

17.2: A request for a change in the wage range based upon a change in tasks, duties and/or responsibilities typical of another classification is a reclassification. A reclassification request shall be considered in accordance with Article 16 – Reclassification.

ARTICLE 18
EMPLOYEE RECORDS REVIEW

18.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee personnel file. An employee may review their personnel file in the Human Resources Office during the County's regular hours of operation.

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

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

ARTICLE 19
RATES FOR NEW CLASSIFICATIONS

19.1: The County shall notify the Association in writing of a new classification at least seven (7) calendar days in advance of the effective date of the new classification. The County, in providing notice, shall include a copy of the job description and the rate of pay for the new classification.

19.2: The Association shall, within seven (7) calendar days of the County's notification of a new classification, give notice to the County of its request to collectively bargain the rate of pay. Failure of the Association to request a bargaining meeting within seven (7) calendar days shall relieve the County of any obligation to collectively bargain until such time as the collective bargaining agreement is open for renegotiation.

19.3: The County shall, within fourteen (14) calendar days of receipt of the Association's request to collectively bargain, attempt to schedule a bargaining session with the Association. Schedule shall mean to agree upon a date and not to actually conduct a meeting. The County and the Association shall make every effort to expeditiously schedule a meeting.

19.4: The County shall be entitled to implement the classification and compensation prior to collective bargaining or in the event the matter is not collectively bargained.

ARTICLE 20
RESIGNATION

20.1: Employees who voluntarily resign should provide the County no less than two full weeks of prior notice.

20.2: Failure to provide proper notice shall result in the loss of one day of compensable sick day pay-off for each day short of proper notice.

20.3: Employees shall be paid for all unused vacation up to a maximum of thirty-five (35) days. If a timely notice is provided, every effort shall be made to pay off unused vacation days on the last check earned by the employee.

20.4: The check for unused sick days, when applicable, shall be paid by individual payroll check the pay period following the final regular payroll check.

20.5: Employee's may elect to withdraw or maintain their retirement plan contribution with the County. Withdrawal shall be accomplished on a form supplied by the County.

ARTICLE 21 OVERTIME

21.1: It is recognized that Human Resources Specialists and Clerks are subject to the Federal Fair Labor Standards Act that address mandatory overtime pay. It is with this consideration that employees shall be subject to overtime pay or compensatory time according to the following safeguards and provisions.

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

A. Work in excess of seven and one-half (7 1/2) hours.

B. Work in excess of thirty-seven and one-half (37 1/2) hours.

C. The provisions of A and B shall be applied individually and not collectively or compound the amount of compensatory time or pay.

D. Employees called into work shall be guaranteed a minimum of three (3) hours compensatory time if such call-in does not coincide with the start of a workday.

21.3: Work performed on a holiday shall be compensated at the rate of two and one-half (2 1/2) times with compensatory time or pay.

21.4: All overtime must have prior approval of a supervisor or it shall be denied. The Supervisor shall determine whether overtime is to be paid or granted as compensatory time.

21.5: Compensatory time may accrue to a maximum of two hundred and forty (240) hours. All overtime hours worked after two hundred and forty (240) shall be paid and not accrued as compensatory time.

21.6: Compensatory time shall be scheduled at the mutual convenience of the Supervisor and employee but may be ordered by the Supervisor.

ARTICLE 22 WORKING HOURS

22.1: The County shall determine the hours of operation for all its departments and divisions.

22.2: The Department or Division Head shall schedule the hours of work of employees in the Department or Division.

22.3: A full-time employee shall mean an employee regularly scheduled to work 37.5 hours a week.

- 22.4: A part-time employee shall mean an employee regularly scheduled to work less than 37.5 hours a week.
- 22.5: A temporary employee shall mean an employee who is hired for a predetermined period of time.
- 22.6: A regular employee shall mean an employee who is employed in a classification for an ongoing undetermined period of time.
- 22.7: Employees shall be eligible for a one-hour lunch period without pay, to be scheduled at the discretion of the employee's supervisor. The employee shall also be eligible for two (2) fifteen (15) minute breaks to be scheduled at the discretion of the Supervisor.
- 22.8: A scheduled break that is not taken shall not be compensated for at a later time, unless due to an operational constraint and the Supervisor had provided prior consent. In any event, the accumulated break time shall not exceed thirty (30) minutes and shall be compensated with equal time off in the same pay period in which it is earned.
- 22.9: Any employee who is not permitted a full lunch period due to operational constraints shall be allowed equal time off as determined by the Supervisor. Such time shall be provided in the same pay period in which it is earned.
- 22.10: The Supervisor shall determine an operational constraint.
- 22.11: The Supervisor shall determine the need to work overtime.
- 22.12: As much as possible, where employees are capable of performing the tasks, overtime will be equalized among employees by the Supervisor.

ARTICLE 23
LEAVE OF ABSENCE

- 23.1: An employee may request a leave of absence for:
- A. Serious or critical illness of their spouse, spouse's parent, child, or parent;
 - B. Personal illness (physical or mental); or,
 - C. Educational purposes.

The County shall comply with all applicable laws in providing leaves of absence, such as but not limited to the Family and Medical Leave Act of 1993. Employee notice of their rights under the ACT and a fact sheet shall be provided in a reasonable method and manner. Leave taken under the ACT will be taken consistent with the ACT, this provision and the policy of the County.

23.2: An employee may request a leave of absence for serious or critical illness to their spouse, child or parent. The employee shall be entitled to use accrued sick days and vacation to provide compensation during such a leave. An employee who lacks sufficient sick/vacation days or who elects not to use sick/vacation days shall be on a leave without pay. The employee shall provide medical verification from the attending physician to be eligible for a leave of absence.

23.3: The leave of absence for personal illness shall be consistent with the provisions of Article 29 - Sick Days and Disability Insurance in order to be granted. The employee shall be required to provide medical verification by the attending physician when illness extends beyond seven (7) calendar days and at reasonable intervals as determined by the County. Such leave shall not extend beyond five (5) years. The County shall have the right to require an employee to submit to an examination by a physician of the County's choice provided such charges are paid by the County.

23.4: An educational leave without pay may be granted for a reasonable interval but shall not exceed one (1) year. The leave shall be consistent with meeting the operational needs of the Department or it shall be denied.

23.5: In no case shall an employee be granted a leave greater than the length of time provided herein. In the event the employee fails to return to work the next workday following the expiration of a leave of absence, the employee shall be considered to have resigned, except as may be provided otherwise by law.

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

23.7: Any request for a leave of absence shall be made in writing and approval or denial shall be in writing.

23.8: The employee on leave shall be eligible to return to the position held prior to commencing the leave provided the employee is capable of performing the work.

23.9: An employee on a leave with pay shall be eligible for vacation time, sick days, retirement credit, seniority, or gain from any other fringe benefit for the initial six (6) months of leave. An employee on leave beyond six (6) months or on leave without pay shall not be eligible for any fringe benefits or seniority except as provided in Article 29 - Sick Days and Disability Insurance, Section 10.

ARTICLE 24 WORKER'S COMPENSATION

24.1: All employees shall be subject to the St. Clair County's Worker's Compensation Plan, the terms and conditions of which are described herein and as provided by the operating policy of the insurance carrier.

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

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

24.4: 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 paycheck minus normal authorized payroll deductions

to the extent of their accrued sick days.

24.5: 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.

24.6: The County shall permit the employee to supplement Worker's Compensation on the ratio of one (1) sick day for every three (3) days of leave.

ARTICLE 25
ASSOCIATION BULLETIN BOARD

25.1: The Association shall be granted bulletin board space by the County for the following notices:

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

ARTICLE 26
RETIREMENT

26.1: 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.

26.2: 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.

26.3: The St. Clair County Retirement System provides eligible employees (hired before 01/01/09) with a Defined Benefit Pension Plan. A defined benefit plan is a retirement plan that establishes an annual and monthly pension amount based on an employee's years of service and final average compensation. Participation in the Defined Benefit Plan is mandatory among eligible employees as defined and set forth in 30.1. Terms and conditions of the Defined Benefit Plan are addressed in the Retirement Plan booklet. Employee and Employer contributions are as follows.

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

26.4: The St. Clair County Retirement System provides eligible employees with the opportunity to participate in the retiree health care plan by contributing to a Health Care Trust Account. Employee participation in the Health Care Trust Account is optional. The

option is exercised upon date of eligibility to participate in the retirement plan and once exercised is irrevocable. A description of the retiree health care coverage is provided in the Retirement Plan booklet. Eligibility for retiree health care coverage is as follows.

A. A full time employee who made the election to participate in the original plan must have eight (8) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.

B. A full time employee subject to the modified plan must have twenty (20) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.

C. An employee that chooses not to participate in the prefunding of retiree health care or that does not meet the actual years of service contributions stipulated in the preceding subsections A and B, shall be entitled to purchase retiree health care coverage based on the following conditions.

[i] The full time employee shall have eleven (11) or more actual years of service contributions to the Retirement Plan.

[ii] The employee, as a retiree, shall be required to pay the entire premium cost determined by the County on a month-to-month basis as a deduction from his or her monthly pension payment.

[iii] The employee with contributions in the Health Care Trust Account shall be entitled to pay the health care premium costs from his or her contributions. When contributions are depleted the retiree shall be subject to the preceding [ii].

[iv] The employee, upon making an application for retirement, must choose to purchase or not purchase health care coverage. The employee, as a retiree, may not choose to purchase health care at a later time. In other words, the employee, as a retiree, must participate in the purchase of health care coverage upon initial retirement or he or she shall be forever ineligible for health care coverage.

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

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

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

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

26.7: Employees hired before January 1, 2009 with sufficient years of service and age to retire before June 30, 2011 shall be entitled to select the following contribution option:

- A. The employee shall contribute five percent (5%) of his or her eligible bi-weekly wage as defined in this article for the duration of this Agreement. The employee's contribution shall be attributed to both pension and health care.
- B. The County shall contribute thirteen percent (13%) of the employee's eligible bi-weekly wage for the duration of this Agreement. The County's contribution shall be attributed to both pension and health care.
- C. In selecting this option the employee agrees to and shall retire on or before June 30, 2011.
- D. In selecting this option the employee must complete and sign a retirement application form designating a retirement date no later than June 30, 2011.
- E. The employee that fails to retire or otherwise leave employment no later than June 30, 2011 shall be required to pay an amount equal to the contributions that otherwise would have been made to the Retiree Health Care Trust Account. Contributions due shall be made by payroll deduction and/or in a lump sum at the employee's discretion but shall be paid in full within ninety (90) calendar days after June 30, 2011 or the employee will be subject to pay one percent (1%) daily compounded interest.

26.8: An employee shall have the option to contribute to a 457 Deferred Compensation Plan with County match rather than contribute to the Retiree Health Care Trust Fund Account. An employee that contributes to the 457 Deferred Compensation Plan with County match shall not be entitled to retiree health care paid by the Retirement System upon retirement. Terms and conditions of the 457 Deferred Compensation Plan with County match follow:

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

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

- B. "ALL CONTRIBUTIONS" to the 457 Deferred Compensation Plan with County match shall mean the contributions of the employee and the County. Contributions shall mean all contributions except as otherwise defined.
- C. Upon retirement the employee may at his or her discretion use contributions to the 457 Deferred Compensation Plan with County match to purchase retiree health care from the Retirement System provided the employee has a minimum of eleven (11) or more years of contributed service in the Retirement System.

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

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

26.9: A retiring employee in the Original Retirement Plan shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule: All years of service at two percent (2%) per year to a maximum of thirty-seven and one-half (37 ½) years or seventy-five percent (75%).

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

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

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

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

A. The employee has attained the age of fifty-five (55) years and has twenty-five (25) or more years of credited service.

B. The employee has attained the age of sixty (60) years and has eight (8) years or more years of credited service.

C. 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) years of actual service.

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

26.12: 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.

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

A. An employee is not required to withdraw his or her contributions upon termination of employment.

B. Contributions left in the plan are deferred until such time as when the former employee shall be entitled to a retirement pension.

C. The employee that leaves his or her contributions in the Retiree Health Care Plan Trust Account shall only be entitled to health care coverage in conjunction with receiving a pension.

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

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

26.14: The final average compensation for retirement purposes shall be computed on the base salary only and shall not include compensation from;

A. Overtime or compensatory time payoff.

B. Vacation accrual payoff upon separation from employment for any reason.

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

D. Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation for all members of the bargaining unit.

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

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

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

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

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

| <u>Years of Service</u> | <u>Vesting Amount</u> |
|-------------------------|-----------------------|
| 1 year of service | 20% |
| 2 years of service | 40% |
| 3 years of service | 60% |
| 4 years of service | 80% |
| 5 years of service | 100% |

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

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

26.17: Employees shall have the right to make additional non-matching contributions to the 457 Deferred Compensation Plan, subject to the IRS limits, pursuant to the terms of the plan. For example, employees who remain in the Defined Benefit Plan and the Retire Healthcare Trust Fund Account will still be able to contribute to this plan from their wages. No match will apply to these contributions.

ARTICLE 27 EDUCATIONAL REIMBURSEMENT

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

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

27.3: Approval of the request for reimbursement shall be contingent upon available funding, to a maximum of \$700 per course, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The Human Resources Director have the right to approve or deny a request for reimbursement for all

or part of any tuition, fees, and/or supplies as provided in Section 4 below. Human Resources Director approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. The request will be considered to be denied in the absence of written approval.

27.4: An employee shall have at least one year of full time service with the County to be eligible for consideration. In the event the employee does not continue employment for one (1) year following completion of one course or two (2) years following completing two or more courses or obtaining a degree or certificate, the employee shall repay all the reimbursement to the County.

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

27.6: An employee shall be entitled, with written authorization from the County, to attend class or complete class assignments during their regularly scheduled working hours at the expense of the County. The employee shall be entitled to utilize the resources of the County including supplies, equipment, or personnel with supervisory approval. Failure to comply with either provision may result in forfeiture of reimbursement for course expenditures or discipline including discharge or both.

ARTICLE 28
HEALTH, LIFE AND DENTAL CARE

28.1: Each full time employee and effective January 1, 2009 each part time employee shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 2

Annual Deductible

\$ 100 – Employee

\$ 200 – Family (two or more insured members)

Annual Co-Pays

90% - Plan Approved Charges

10% - Employee

Annual Co-Pays Maximums (plus deductibles)

\$ 500 – Employee

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

Office Visit Copay - \$15

Prescription Drug Rider Deductibles

\$15.00 - Generic Prescription Drugs

\$30.00 - Brand Name Prescription Drugs

\$45.00 – Non-Preferred Prescription Drugs

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

\$250 Maximum Annual In Network Preventative Services

VCA 80 – Vision Rider

HCA – Hearing Care

FC – Dependent Eligibility

SD – Sponsored Dependent

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

- A. Employees hired on or after January 1, 1986 shall pay 100% of FC and/or SD riders premium costs.
- B. Employees hired prior to January 1, 1986 who do not enroll dependents on the FC and/or SD riders until after January 1, 1986 shall pay 50% of the rider premium cost and the County shall pay 50% of the premium cost.
- C. Employees hired prior to January 1, 1986 with enrolled dependents shall not pay any of the FC and/or SD riders premium costs. Be it provided, however, that enrollment changes on or after the date of implementation shall be subject to the preceding subsection b.
- D. Effective January 1, 2009 and thereafter, all participating full time regular employees shall pay an employee premium cost coshare amount.

2009 Employee Premium Coshare

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

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

Part time employees, should they 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.

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

NON-PARTICIPATION COMPENSATION

- \$ 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.

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

28.4: 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 twenty-six annual pay periods.

28.5: The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing. Part time employees shall pay the entire premium cost for the entire plan to be eligible for coverage.

A. CORE PLAN

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

28.6: The Employer will provide a group life insurance plan for qualified insurance employees according to the following schedule:

CORE OPTION

| <u>Annual Salary</u> | <u>Benefit</u> |
|----------------------|----------------|
| \$24,999 or less | \$20,000 |
| \$25,000 to 30,999 | \$30,000 |
| \$31,000 to 39,999 | \$40,000 |
| \$40,000 or more | \$50,000 |

A. OPTION I

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

B. OPTION II

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

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

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

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

ARTICLE 29
SICK DAYS AND DISABILITY INSURANCE

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

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

29.3: An employee shall be eligible to use sick days, upon 90 days of satisfactory completion of the 180 day orientation period, for personal illness or serious or critical illness to their spouse, parent or child

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

- A. Up to five (5) working days with pay for:
Spouse, child, Step Child, Mother and Father.
- B. 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
- C. Up to three (3) working days with pay to be deducted from the 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
- D. One (1) workday with pay to be deducted from sick days for:
Spouse Step Parent, 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.

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

29.6: An employee who uses two (2) sick days in a thirty (30) calendar day period or four (4) days in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness may be on "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. The employee may be on proof required status for six (6) calendar

months. The employee who fails to provide appropriate medical verification shall not only be denied sick day compensation, but shall be subject to discipline.

29.7: Sick days may be taken in place of normally scheduled workdays, excluding holidays.

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

29.9: The County shall provide the disabled employee salary continuation from the twenty-first (21st) workday to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of the fringe benefits.

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

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

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

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

29.12: The employee shall be entitled to select either the core salary continuation (disability) plan 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.

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

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

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

29.16: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 23 - Leave of Absence.

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

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

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

ARTICLE 30 VACATIONS

30.1 All new full time regular employees shall be entitled to vacations according to the following schedule effective upon implementation of the Agreement:

| <u>Time of Service</u> | <u>Days</u> |
|------------------------|-------------|
| 1-2 years | 12 |
| 3-4 years | 15 |
| 5-9 years | 17 |
| 10-14 years | 20 |
| 15-19 years | 23 |
| 20-24 years | 25 |
| 25-29 years | 28 |
| 30+ years | 30 |

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

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

30.4: An employee shall be entitled to carry forward from the previous years accrual as many days that when added to the anniversary credit does not exceed forty (40) days. In other words, an employee shall not be entitled to maintain an accrual of more than forty (40) days at any one time.

30.5: Vacation days must have the prior approval of the Department Head to be used. Approval shall be contingent upon meeting the operational needs of the County but approval shall not be unreasonable withheld. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous.

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

30.7: Upon termination, retirement or death, the employee or beneficiary or the employee's estate shall be paid the total accrued unused vacation days and a prorated pay-off of vacation time from the date of separation retroactive to the employee's last anniversary of employment. Be it provided, however, that such payoff of unused days shall not exceed forty (40) days of pay.

ARTICLE 31
HOLIDAYS

31.1: Full time regular employees are entitled to the paid holidays and any additional holidays that may be granted determined by the St. Clair County Board of Commissioners.

| <u>Holiday</u> | <u>Date</u> |
|-----------------------------------|---------------------------|
| New Year's Day | January 1 |
| Martin Luther King Day | Third Monday of January |
| President's Day | Third Monday of February |
| Memorial Day | Last Monday of May |
| Independence Day | July 4 |
| Labor Day | First Monday of September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Last Thursday of November |
| Friday Following Thanksgiving Day | |
| Christmas Eve | December 24 |
| Christmas Day | December 25 |
| New Year's Eve | December 31 |

31.2: When a holiday falls on a Saturday it shall be celebrated on the preceding Friday. When a holiday falls on a Sunday, it shall be celebrated the following Monday.

31.3: To be eligible for holiday pay, the employee must work the day before and after the holiday unless such absence is authorized.

31.4: Full time employees required to work shall, at the employee's option, be compensated for work performed on a holiday.

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

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

31.5 The County shall make every effort to provide reasonable accommodation for employees to attend services associated with the practice of their religious beliefs. Be it provided that the employee shall give sufficient notice to provide the Human Resources Director with opportunity to make necessary operational arrangements. Such operational arrangements shall not adversely affect the operation of the Human

Resources Department. The County will not compensate the employee for time away from the job except that the employee may utilize vacation or compensatory time.

ARTICLE 32
SERVICE RECOGNITION

32.1: Full time regular employees hired before January 1, 1987 are eligible for a lump sum payment in recognition of their years of continual service based on the following schedule:

| <u>Years of Service</u> | Maximum payment shall not Exceed the annual base salary of: | to | And |
|-------------------------|--|-----------------|-------------|
| <u>20 - 24</u> | <u>% of Base Salary</u> | <u>\$35,000</u> | <u>Over</u> |
| 20 - 24 | 8% | \$2,400 | \$3,200 |
| 25+ | 10% | \$3,000 | \$4,000 |

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

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

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

ARTICLE 33
JURY DUTY AND SUBPOENA AND WITNESS FEE

33.1: Employees who are called to serve as Jurors shall continue to receive their normal pay. Any compensation, not including reimbursements of actual expenses, provided an employee as a Juror will be surrendered to the County Treasurer.

33.2: Employees who are subpoenaed to produce records to act as a witness shall continue to receive their normal pay when employment related. Any compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses, shall be surrendered to the County Treasurer.

ARTICLE 34
MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT

34.1: Employees who use their personal vehicles on business required by the County shall be reimbursed at the maximum rate allowable by the US Department of Internal Revenue.

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

ARTICLE 35
SALARY SCHEDULE

Effective July 1, 2007 - 2.0%

| | A | B | C | D | E | F | G | H | I |
|-------------------|---------|--------|--------|--------|----------|--------|--------|--------|---------|
| | Merit | Merit | Merit | Merit | Merit | Merit | Merit | Merit | Merit |
| | Minimum | Step | Step | Step | Midpoint | Step | Step | Step | Maximum |
| HR Clerk | 30,954 | 31,911 | 32,898 | 33,916 | 34,965 | 36,046 | 37,161 | 38,310 | 39,495 |
| HR Specialist | 38,737 | 39,935 | 41,171 | 42,444 | 43,757 | 45,110 | 46,505 | 47,943 | 49,426 |
| Sr. HR Specialist | 45,573 | 46,503 | 47,452 | 48,421 | 49,409 | 50,417 | 51,446 | 53,247 | 55,110 |

Effective July 1, 2008 - 2.0%

| | A | B | C | D | E | F | G | H | I |
|-------------------|---------|--------|--------|--------|----------|--------|--------|--------|---------|
| | Merit | Merit | Merit | Merit | Merit | Merit | Merit | Merit | Merit |
| | Minimum | Step | Step | Step | Midpoint | Step | Step | Step | Maximum |
| HR Clerk | 31,573 | 32,550 | 33,556 | 34,594 | 35,664 | 36,767 | 37,904 | 39,077 | 40,285 |
| HR Specialist | 39,512 | 40,734 | 41,994 | 43,293 | 44,632 | 46,012 | 47,435 | 48,902 | 50,415 |
| Sr. HR Specialist | 46,485 | 47,433 | 48,401 | 49,389 | 50,397 | 51,426 | 52,475 | 54,312 | 56,213 |

Wage Plan Administrative Policy

1. A step increase shall be based on an employee meeting the expectations stipulated on the job description and the employee's work plan. The employee shall be entitled to the next step on the wage range. The expectation will be clearly articulated to the employee through either the job description or the work plan.
2. An employee who demonstrates exceptional merit shall be eligible to entitle to two steps on the wage range.
3. The County shall assure that the merit and exceptional merit steps shall be afforded in the department's annual budget.
4. The department agrees to a six month status review or earlier upon request by either the department head/supervisor or the employee.

Tentative Agreement Reached 11/24/08 – full wage retroactivity for calendar years 2007 & 2008

Wage Reopener – July 1, 2009 through June 30, 2011

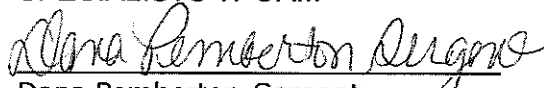
The Association may request a meeting with representatives of the County to bargain a mutually acceptable wage for the 2009 – 2011 calendar years. The Association request, if forthcoming, shall be made in writing. The parties are agreed that the 2009 - 2011 calendar year wage shall be the only topic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

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 28 – HEALTH, LIFE AND DENTAL CARE


The County of St. Clair (County) and the Human Resources Specialists and Clerks – Technical Professional Officeworkers Association of Michigan (Association) hereby establish and agree that in the event the St. Clair County Board of Commissioners modify or change the collective bargaining guidelines for the health care coverage stipulated in Article 28 – Health, Life and Dental Care, the bargaining unit shall be entitled to adopt in its entirety the modified provision[s], in accordance with the following terms and conditions.

1. The County shall notify the Association in written form that the Board of Commissioners has modified or changed the guidelines within thirty (30) calendar days of the Board of Commissioners decision.
2. The County shall disclose in writing in such notice the full nature and scope of the modifications and/or changes.
3. The full nature and scope of the modifications or changes shall include any contractual provision similarly modified or changed.
4. The Association shall have exclusive authority and right to adopt or not adopt the modifications or changes, provided the adoption reflects the full nature and scope of modifications and changes.
5. The Association must notify the County of its decision to adopt the modifications and/or changes within thirty (30) calendar days from the date the County provides notice or otherwise be ineligible for the modifications and/or changes.
6. The terms of this letter of understanding shall be in full force and affect through June 30, 2011 and not thereafter.

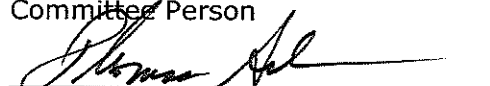
HUMAN RESOURCES CLERKS &
SPECIALISTS TPOAM



Dana Pemberton-Sergent
Association President

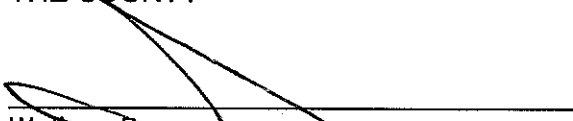


Tina Delia
Committee Person



Tom Scherer
Staff Representative

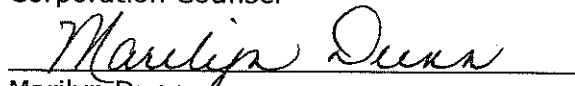
THE COUNTY



Wallace Evans
Chairperson, Board of Commissioners



Gary Fletcher
Corporation Counsel



Marilyn Dunn
County Clerk

DATE: 3-9-09

DATE: 4-2-09

ARTICLE 36
TERM OF AGREEMENT

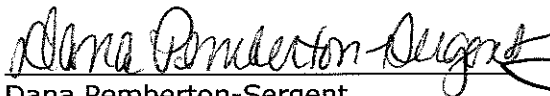
34.1: This agreement shall be in effect and become operative on July 1, 2007 and shall continue in operation and effect through June 30, 2011. If either party hereto desires to terminate, modify or amend this agreement it shall, at least ninety (90) days prior to June 30, 2011 give notice in writing to the Employer or to the Association as the case may be of its intention to modify or terminate this Agreement. If neither party shall give notice to terminate, change or modify this Agreement as provided, the Agreement shall continue in operation and effect after June 30, 2011 subject to termination or modification, thereafter by either party upon ten (10) days written notice.

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

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

ST. CLAIR COUNTY HUMAN
RESOURCES CLERKS AND SPECIALISTS
EMPLOYEES ASSOCIATION

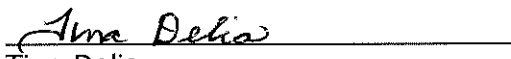
THE COUNTY OF ST. CLAIR
MICHIGAN



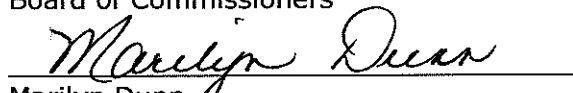
Dana Pemberton-Sergent
President



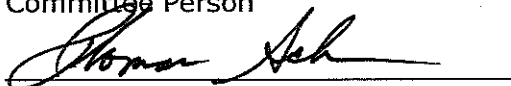
Wallace Evans, Chairperson
Board of Commissioners




Tina Delia
Committee Person



Marilyn Dunn
County Clerk



Tom Scherer, Staff Representative
POAM



Gary Fletcher
Corporation Counsel

3-9-09

DATE

4-2-09

DATE