

As revised 1/91

ST. CLAIR COUNTY

PERSONNEL POLICIES

St. Clair County

REVISED: JANUARY 1991

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**

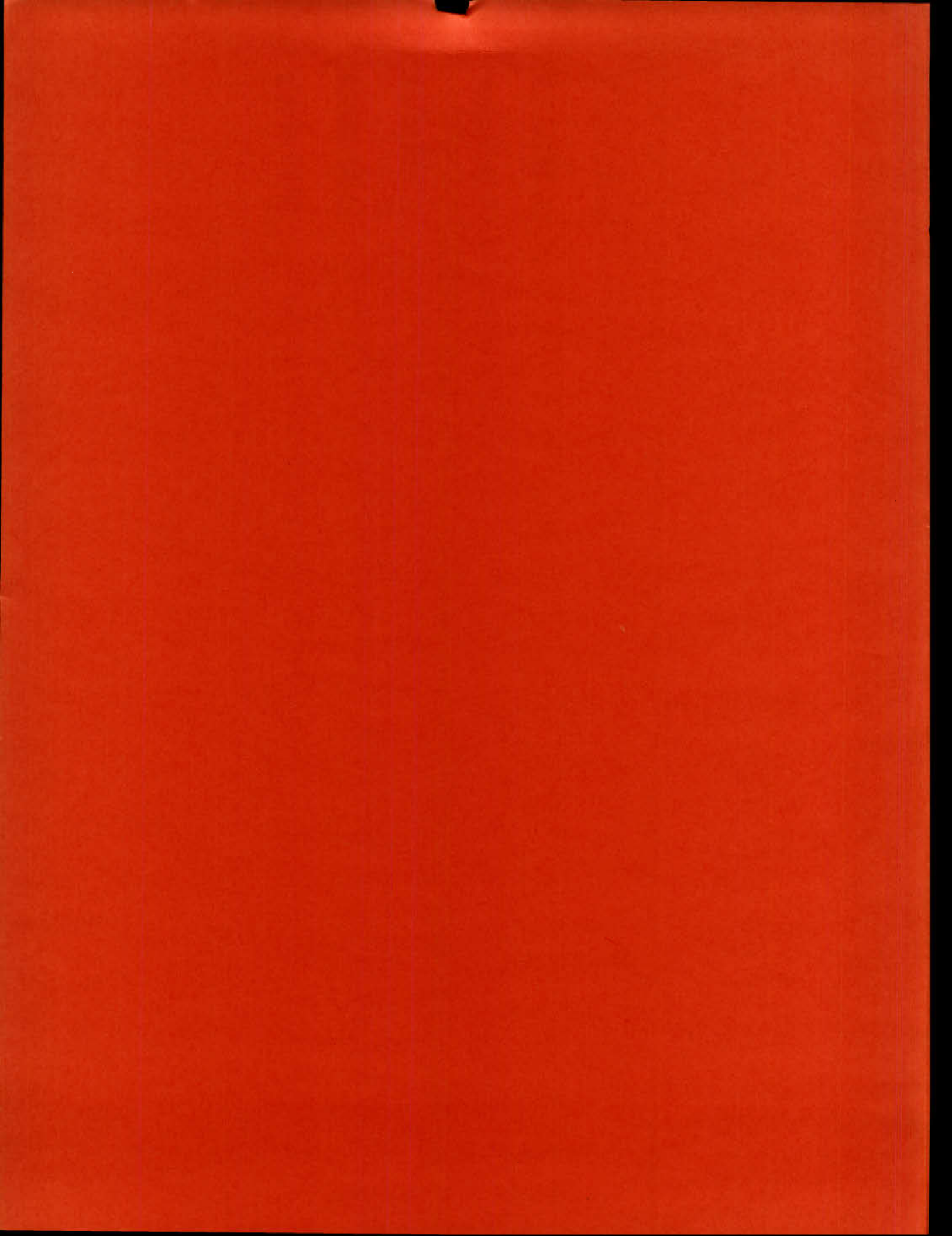


TABLE OF CONTENTS

<u>PAGE</u>	<u>ARTICLE</u>	<u>TOPIC</u>
1	—	PREAMBLE
1	1	RESIDENCY REQUIREMENT
2	2	NON-DISCRIMINATION
2	3	MANAGEMENT RIGHTS
3	4	DEPARTMENTAL WORK RULES AND REGULATIONS
3	5	ORIENTATION
4	6	SENIORITY
5	7	WORKING HOURS
6	8	DISCHARGE AND DISCIPLINE
8	9	GRIEVANCE PROCEDURE
9	10	TRANSFER
10	11	PROMOTION
11	12	DEMOTION
11	13	TEMPORARY ASSIGNMENTS
11	14	RESIGNATION
12	15	LAYOFF AND RECALL
13	16	WORKER'S COMPENSATION
14	17	LEAVE OF ABSENCE
15	18	SICK DAYS
17	19	HOLIDAYS
17	20	VACATION
18	21	HEALTH, LIFE AND DENTAL INSURANCE
19	22	CREDIT UNION
19	23	SERVICE RECOGNITION
20	24	RETIREMENT PLAN
20	25	ADDITIONAL PROVISIONS:
		(1) Mileage Allowance
		(2) Act of God
		(3) Jury Duty
		(4) Military Service
		(5) Personal Property
		(6) Career Enrichment
		(7) Employee Records Review
		(8) Political Activity
		(9) Education Reimbursement
23	26	SALARY

TOPICAL INDEX

<u>PAGE</u>	<u>ARTICLE</u>	<u>TOPIC</u>
20	25 (2)	ACT OF GOD
20	25	ADDITIONAL PROVISIONS
21	25 (6)	CAREER ENRICHMENT
19	22	CREDIT UNION
11	12	DEMOTION
3	4	DEPARTMENTAL WORK RULES AND REGULATIONS
6	8	DISCHARGE AND DISCIPLINE
22	25 (9)	EDUCATION REIMBURSEMENT
22	25 (7)	EMPLOYEE RECORDS REVIEW
8	9	GRIEVANCE PROCEDURE
17	19	HOLIDAYS
18	21	HEALTH, LIFE, AND DENTAL INSURANCE
2	3	MANAGEMENT RIGHTS
20	25 (1)	MILEAGE ALLOWANCE
20	25 (4)	MILITARY SERVICE
2	2	NON-DISCRIMINATION
3	5	ORIENTATION
21	25 (5)	PERSONAL PROPERTY
22	25 (8)	POLITICAL ACTIVITY
1	--	PREAMBLE
10	11	PROMOTION
1	1	RESIDENCY REQUIREMENT
11	14	RESIGNATION
20	24	RETIREMENT PLAN
23	26	SALARY
4	6	SENIORITY
19	23	SERVICE RECOGNITION
15	18	SICK DAYS
11	13	TEMPORARY ASSIGNMENT
9	10	TRANSFER
17	20	VACATION
13	16	WORKER'S COMPENSATION
5	7	WORKING HOURS

PREAMBLE

The following Personnel Policies are adopted by the St. Clair County Board of Commissioners for all non-affiliated employees of the County of St. Clair, whether the Employer status is exclusive or shared. Non-affiliated employees shall be defined as those employees who are not represented by, or pay a service fee to a labor organization, union or association.

These policies have been prepared to improve communications with our employees. Their purpose is to explain what you can expect as an employee in the area of benefits, as well as to review certain guidelines and policies by which the County is operated. It is the County's intent, to administer wages, benefits and establish guidelines for the operation of the County in a fair and impartial manner to County employees, with recognition that the goal of these policies is service to the residents of St. Clair County.

While the County believes wholeheartedly in the plans, policies and procedures described herein, the County reserves the right to establish, modify, terminate, waive and interpret these policies and benefits in any manner which it determines to be in its best interest. The policies and benefits described herein are not conditions of employment nor is the language used intended to create a contract between the County and any of its employees for either employment or the providing of benefits.

In any situation where insurance is provided, the terms and conditions contained in the insurance policy are controlling, irrespective of any statement in the Personnel Policies.

It is our firm conviction that with mutual adherence to the policies and procedures described herein, and with continued good communications, St. Clair County will be a "good place to work".

ARTICLE 1

RESIDENCY REQUIREMENT

1. Employees hired on or after July 11, 1984 shall be required to reside within St. Clair County within six (6) months of employment as a condition of continued employment.
2. Employees hired prior to July 11, 1984 who reside in St. Clair County shall be required to retain their residence within St. Clair County as a condition of continued employment.
3. Employees hired prior to July 11, 1984 who reside outside of St. Clair County are encouraged to reside within St. Clair County but their failure to do so shall not affect their continued employment.
4. Employees who reside outside St. Clair County and whose place of residence changes to within St. Clair County shall be required to continue to reside within St. Clair County thereafter, as a condition of continued employment.

ARTICLE 2

NON-DISCRIMINATION

1. No employee of the County shall discriminate on the basis of race, sex, age, color, national origin, religious or political preference, physical or mental handicap, height, weight, or marital status.
2. Any employee of the County whose conduct creates an intimidating, hostile, or offensive working environment with regard to race, sex, age, color, national origin, religious or political preference, physical or mental handicap, height, weight, or marital status, shall be subject to discipline including discharge. Any employee who feels that he or she has been or is being subjected to harassment is urged to immediately contact the Personnel Office.

ARTICLE 3

MANAGEMENT RIGHTS

1. Michigan Law and/or County Resolution shall provide the basis for the operational authority of each Department and its Supervisory Personnel. Failure to exercise its authority shall not negate the authority, nor prohibit exercise of the authority at some future time.
2. The St. Clair County Board of Commissioners reserves exclusively to itself the right to:
 - a. Establish the overall operational policy and procedure of the County.
 - b. Appoint personnel to positions within its statutory purview.
 - c. Discipline its appointees, including suspension and discharge.
 - d. Terminate employment of an appointee.
 - e. Determine the methods, means and shifts and hours of the County's operation.
 - f. Determine the number of employees by classification and by department.
 - g. Determine compensation and benefit systems, plans and programs.
 - h. Determine and designate collective bargaining representatives.
 - i. Exercise authority where not otherwise abridged by statute.
3. The St. Clair County Board of Commissioners delegates authority to its elected and appointed department heads the following rights, in so far as the same shall not in any way conflict with these policies and the same shall be subject to modification, termination and interpretation by the Board of Commissioners:
 - a. Establish departmental operational policy and procedure consistent with the overall policy and procedure established by the Board of Commissioners.
 - b. Appoint departmental personnel to positions in accordance with Personnel Policy and procedure established by the Board of Commissioners.
 - c. Apply employee discipline including suspension and termination.

- d. Terminate employment.
 - e. Determine the methods and means of conducting the daily activity of the department.
 - f. Determine rates of pay within the compensation plan approved by the Board of Commissioners.
 - g. Determine the assignment of departmental employees.
 - h. Exercise authority where not otherwise abridged by these policies.
4. The County Administrator/Controller is designated by the St. Clair County Board of Commissioners to have the exclusive authority and right to limit, modify, and interpret any policy or procedure which may conflict with any law, ordinance, resolution or regulation imposed upon the County, any County Department, County employees or County operation, provided that any such action will be reported in writing to the Board of Commissioners within three (3) working days from the date of said action. The County Administrator/Controller shall recommend new, revised or amended operational personnel policies and procedures to the St. Clair County Board of Commissioners.

ARTICLE 4

DEPARTMENTAL WORK RULES AND REGULATIONS

1. The Department/Division 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 Department/Division work rules.
2. Such work rules or regulations will be null and void where they conflict with statutes, these policies or agreements entered into by the County Board of Commissioners.
3. Department or Division work rules and regulations are subject to the grievance procedure.
4. Work rules and regulations may be instituted which specifically address the safety and physical well being of the employee.
5. All work rules and regulations, including safety, are enforceable by discipline.

ARTICLE 5

ORIENTATION

1. Orientation is a trial period which provides the employees the opportunity to become accustomed to their work and to prove their ability on the job. It provides the supervisor the opportunity to appraise, evaluate, and instruct the employee and determine fitness to perform the job.

2. Supervisory personnel subject to an orientation period shall be required to satisfactorily complete six (6) months of continuous employment as orientation. During the orientation period, the supervisor may be terminated without recourse of the grievance procedure. A written evaluation of the supervisor's performance shall be made on a form supplied by the Personnel Office thirty (30) calendar days prior to completion of the orientation period. The supervisor shall be provided a copy of the evaluation.
3. Non-supervisory personnel shall be required to satisfactorily complete three (3) months of continuous employment as orientation. This period may be extended up to an additional three (3) months by the supervisor. During orientation, the employee may be terminated without recourse of the grievance procedure. A written evaluation shall be made on a form supplied by the Personnel Office fifteen (15) calendar days prior to completion of the orientation period. The employee shall be provided a copy of the evaluation.

ARTICLE 6

SENIORITY

1. Only full time regular employees shall accrue seniority.
 - a. A full-time employee shall mean an employee regularly scheduled to work 37.5 hours a week or 40 hours a week contingent upon the operation of the department.
 - b. A regular classification is identified in the department budget as such.
2. Seniority shall commence from the employee's most recent date of full time regular employment.
3. A part time employee who becomes full time regular shall begin to accrue seniority from the date of becoming full time regular.
4. A full time regular employee who becomes part time and/or temporary shall not continue to accrue seniority. In the event the employee becomes full time again, the employee shall be entitled to previously accrued seniority provided that there has been no break in employment.
5. Part time and/or temporary employees shall not be entitled to seniority or any fringe benefits. An employee must be full time regular to be entitled to seniority and fringe benefits.
6. Seniority shall cease and the employee's employment shall terminate for the following reasons:
 - a. The employee resigns or quits.
 - b. The employee retires.
 - c. The employee is discharged.
 - d. The employee fails to return from layoff as provided in Article 15 - Layoff and Recall, Sections 5, 6, and 7.

- e. The employee fails to return to work from an approved leave of absence or within the time limit prescribed in Article 17 - Leave of Absence, Sections 1 and 2 and in accordance with Section 3.
- f. The employee is absent without a call-in for two (2) consecutive working days as provided in Article 8 - Discharge and Discipline, Section 7, unless the County determines there to be extenuating circumstances which prohibited notification.
- g. The employee fails to return to work from a disciplinary suspension as provided in Article 8 - Discharge and Discipline, Section 9.

ARTICLE 7

WORKING HOURS

1. The County Board of Commissioners shall determine the hours of operation for all County Departments.
2. The Department/Division Head shall schedule the hours of work of employees in their Department.
3. A full-time employee shall mean an employee regularly scheduled to work 37.5 hours a week or 40 hours a week contingent upon the operation of the Department.
4. A part-time employee shall mean an employee regularly scheduled to work less than 37.5 hours a week or less than 40 hours a week contingent upon the operation of the Department.
5. A temporary employee shall mean an employee who is hired for a predetermined period of time.
6. A regular employee shall mean an employee who is hired for an ongoing undetermined period of time.
7. Employees who work six (6) or more consecutive hours shall be eligible for a one-hour lunch period without pay, to be scheduled at the discretion of the employee's supervisor. They shall also be eligible for two (2) fifteen (15) minute breaks to be scheduled at the discretion of the supervisor.
8. Employees who work less than six (6) but no less than three (3) consecutive hours shall be eligible for a fifteen (15) minute break to be scheduled at the discretion of the supervisor.
9. A scheduled break which 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.

10. 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.
11. The supervisor shall determine an operational constraint.
12. The supervisor shall determine the need to work overtime.
13. As much as possible, where employees are capable of performing the tasks, overtime will be equalized among employees by the supervisor.
14. When overtime is necessary, it shall be compensated at time and one half the base rate for:
 - a. All work performed beyond the normal full-time work day or work week.
 - b. Reporting early or later to work, as determined by the Department Head but only for such hour(s) which exceeds the normal daily hours.
 - c. A minimum of two (2) hours when reporting back to work.
 - d. Work performed on a holiday.
15. Employees, exempt from the Fair Labor Standards Act, shall be either granted compensatory time or receive overtime pay as determined by the Department Head, consistent with the applicable provisions of the budget. The supervisor shall approve the use of compensatory time. Overtime shall be paid only if provided for in the departmental budget.
16. Employees, exempt from the Fair Labor Standards Act, may accrue compensatory time to a maximum of 20 hours. Upon termination of employment the employee shall be paid the accrued compensatory time at the average hourly rate for the preceding twelve (12) month period.

ARTICLE 8

DISCHARGE AND DISCIPLINE

1. The materials that follow in this article are deemed to be advisory and not mandatory and, as such, do not result in a contract for employment. It is further recognized that the County may terminate an employee at any time and for any reason, and that continued employment is at the will of either the County or the employee. In order to give employees guidance as to the nature of conduct which will not be tolerated or condoned by the County, employees are hereby placed on notice that the following conduct, which is set forth by way of example and not by way of limitation, will be subject to discipline or discharge at the Employer's discretion.

- a. Inefficiency in their assigned tasks.
 - b. Insubordination to a supervisor.
 - c. Dishonesty.
 - d. Impairment from any substance while on the job.
 - e. Gambling while on the job.
 - f. Sabotage or willful negligence to any operation or operational element of the County.
 - g. Abusive, immoral or threatening overtures to any other employee or person.
 - h. Excessive tardiness or absenteeism.
 - i. Unauthorized use of confidential information or material.
2. Infractions which warrant discipline but not discharge may be dealt with in one of the following methods:
- a. Verbal discipline with a written notice placed in the employee's personnel file.
 - b. Written discipline outlining the infraction and discipline for further violation with a copy to the employee and the personnel file.
 - c. Suspension without pay for a minimum of the remaining part of a shift to a maximum of three (3) full working days. A suspension notice must be provided to the Personnel Office immediately, but no later than twenty-four (24) hours upon issuance. Suspensions may be progressive, but may not exceed three (3) consecutive working days at any one time.
 - d. The supervisor may choose any level as initial discipline.
 - e. Discipline should be progressive but does not necessarily have to be in the order outlined.
3. When imposed, discipline shall be administered singularly with each occurrence. An employee shall not be disciplined twice for the same incident unless new and extenuating circumstances come to light.
4. Supervisors shall make every effort to discipline an employee privately and confidentially.
5. Employees absent for two (2) consecutive working days without reporting their absence are subject to discharge unless the County determines there to be extenuating circumstances.
6. Employees who participate in work slow downs or unauthorized or illegal strikes are subject to discharge.
7. Failure to report to work after a suspension may result in discharge.

8. An employee may utilize the grievance procedure to protest discipline or discharge other than during orientation. However, such discipline or discharge shall remain in force until the full grievance procedure is utilized.

ARTICLE 9

GRIEVANCE PROCEDURE

1. A matter subject to grievance must be alleged to be:
 - a. A violation of a specific personnel policy.
 - b. A violation or deviation from a specific established County policy or procedure.
 - c. A failure to comply with a specific policy, procedure, method or regulation of the County.
2. In the event of a grievance, the employee shall discuss the matter with the supervisor within five (5) working days of occurrence of the matter. If not discussed with the supervisor within five (5) working days of occurrence, the matter is not subject to review through the grievance procedure. The supervisor shall make every effort to respond to the grievance in a prompt fashion.
3. If the matter is not resolved, the employee/grievant shall, within fifteen (15) calendar days of the date of discussion, file a written grievance with the Department Head. The grievance shall include:
 - a. The Grievant's name, classification, and department or division.
 - b. The date of filing the grievance.
 - c. A detailed summary of the grievance.
 - d. The remedy or relief requested by the Grievant.
 - e. A complete, concise statement of the discussion with the supervisor. The Department Head shall provide a written response to the Grievant within five (5) working days of the receipt of the written grievance. Failure of the Department Head to respond will provide the employee access to the next step.
4. If the matter is not resolved, the Grievant shall, within five (5) working days of the written grievance response, file a copy of the above outlined grievance and the supervisor's and/or the Department Head's response to the Personnel Officer. The Personnel Officer shall be the County's Grievance Official. The Personnel Officer shall, within five (5) working days of receipt of the grievance, establish a date for a meeting. The meeting shall include the Personnel Officer, empowered to hear the grievance, the Grievant, and the supervisor and/or the Department Head. The Personnel Officer may adjourn the

meeting to call for witnesses, conduct a background or information investigation or for the convenience of any of the participants. When the facts have been determined to the satisfaction of the Personnel Officer, a written response shall be made to the Grievant and supervisor and/or department head within fifteen (15) calendar days of the last meeting of the parties.

5. A supervisor with a grievance who reports to a superior shall follow the previous procedure.
6. A supervisor who reports to no superior shall take up the matter with the Personnel Officer directly.
7. The Grievant or Department/Division Head may within two (2) weeks appeal the Personnel Officer's decision, except in matters of employment termination, to the County Administrator/Controller for a final and binding decision. Employment termination decisions shall be referred to the Board of Commissioners for final and binding decision.
8. Failure of the Grievant to utilize the grievance procedure in the time limits described herein shall exclude the matter from the grievance procedure.
9. The grievance procedure is progressive. The outlined steps or phases must be adhered to strictly or the matter may be rejected as a grievance by the grievance officials.

ARTICLE 10

TRANSFER

1. A transfer shall mean a change of work assignments but not a change in classification.
2. Department/division heads are authorized to transfer employees within their department/division.
3. Employees may request a transfer to another department/division. The request may be made only when there is a vacancy and in the manner outlined in the notice of vacancy or posting. The request shall be made to the Personnel Office in writing. The employee shall, either using a County application form or a resume, indicate the following:
 - a. Their name, classification and department/division.
 - b. Position requested by department/division.
 - c. Qualifications for the job; such as skill levels, experience, ability, and/or education.
4. Employees who transfer shall retain full seniority and accruals of sick and vacation days. They shall retain or obtain the fringe benefits applicable to the department/division where they are transferred.

5. Employees who request transfer shall be required to satisfactorily complete a thirty (30) calendar day orientation period. Upon satisfactory completion the employee shall remain in the position. Unsatisfactory performance shall result in the return of the employee to their former position and department/division if agreed by the former department/division head; otherwise, their employment shall be terminated.

ARTICLE 11

PROMOTION

1. A promotion shall mean a change in classification resulting in an increase in salary and/or classification.
2. Department/division heads are authorized to promote employees as vacancies occur within their department/division as provided by budgetary and personnel allocation authorization and in accordance with the St. Clair County Affirmative Action Plan.
3. The County will determine the means and method of recruiting and evaluating candidates for vacant positions. All candidates, including employees, must conform to the conditions and time limits prescribed by the County in order to further their candidacy.
4. When a vacancy occurs, an employee may request consideration for the promotion. The employee shall communicate interest in the position by completing a County application form or providing a resume including the following information:
 - a. Their name, classification, and department/division.
 - b. Position desired in the department/division.
 - c. Qualifications for the job, such as skill levels, ability, experience and/or education.

Employees who are promoted shall retain full seniority and accruals of sick and vacation days. They shall receive the fringe benefits applicable to the department/division where they are promoted.

5. The employee shall be required to satisfactorily complete a sixty (60) calendar day orientation period. If their performance is unsatisfactory, the employee shall revert to the previously held classification and department/division.
6. A written evaluation shall be made fifteen (15) calendar days prior to the completion of the orientation period on a form supplied by the Personnel Office.
7. 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.

ARTICLE 12

DEMOTION

1. A demotion shall mean a change in classification resulting in a decrease in salary and/or compensation.
2. 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. Failure to maintain the moral or ethical standards required for the position.
 - d. Incompetency.
3. Notice of demotion shall be made in writing and shall detail the reason(s) for the demotion.
4. The demoted employee shall be compensated at the salary that does not exceed the salary of the former classification.

ARTICLE 13

TEMPORARY ASSIGNMENTS

1. An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant.
2. Temporary assignments shall be authorized in writing to the employee by the Supervisor.
3. A temporarily assigned employee shall not be paid the rate consistent with the position for working ten (10) or fewer work days. Upon working the eleventh (11th) day, the employee shall be entitled pay back to the first day of temporary assignment. A temporarily assigned employee shall not be made to suffer a reduced rate of pay for a temporary assignment.

ARTICLE 14

RESIGNATION

1. Employees who voluntarily resign should provide the supervisor no less than two full weeks of prior notice.
2. Failure to provide proper notice shall result in the loss of one day of compensable sick day payoff for each day short of proper notice.

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.
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.
5. The employee 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 15

LAYOFF AND RECALL

1. When a layoff is determined to be necessary in a department, primary consideration shall be given to the following:
 - a. Ability to perform the tasks.
 - b. Qualification to perform the tasks.
 - c. Demonstrated acceptable work habits.Where (a), (b), and (c) are equal, seniority shall prevail.
2. Temporary and newly hired employees on orientation status should be laid off first, within any classification affected by layoff.
3. An employee who has greater seniority may be entitled to displace an employee in their Department rather than be laid off, as determined by the department head, provided:
 - a. The senior employee is limited to classifications of equal or subordinate rank; and,
 - b. The senior employee is limited to classifications of equal or lesser salary range pay.
4. When a recall is necessary, the employee who is best qualified to perform the desired function and tasks shall be recalled. Recall notice shall be made by written notice sent by certified mail with return receipt requested.
5. Failure to report to work on the day scheduled to return from layoff shall result in termination of employment.

6. A refusal to accept a suitable offer to return to work shall result in termination of employment.
7. An employee not recalled to work within one (1) year from the date of layoff shall have their employment terminated and shall have no recall rights.
8. Employees may elect to withdraw all their retirement contributions upon layoff, provided the layoff is deemed permanent by the supervisor or recall rights have elapsed as provided in Section 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.
9. Seniority shall not accrue during a period of layoff.
10. A laid off employee shall not be eligible for, nor receive, any fringe benefits.

ARTICLE 16

WORKER'S COMPENSATION

1. The County is required by law to participate in a Worker's Compensation Plan.
2. When an employee is injured during their scheduled working hours, 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 Personnel Office.
3. In the event of an alleged injury, the supervisor shall immediately contact the Personnel Office.
4. The County shall provide the employee the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury. The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal, State, local, and F.I.C.A. taxes. The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.
5. When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus normal authorized payroll deductions to the extent of their accrued sick days.
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.

7. In computing the amount of sick days to supplement Worker's Compensation, the County shall subtract from the employee's normal pay (as defined in Section 5) the total Worker's Compensation paid and divide it by the employee's daily gross (before taxes) pay. The sick day amount shall be rounded off to the nearest whole or half day.

ARTICLE 17

LEAVE OF ABSENCE

1. An employee may request a leave of absence for:
 - a. Serious or critical illness of their spouse, child, or parent;
 - b. Personal illness (physical or mental); or,
 - c. Educational purposes.
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 to provide compensation during such a leave. An employee who lacks sufficient sick days or who elects not to use sick 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.
3. The leave of absence for personal illness shall be consistent with the provisions of Article 18 - 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.
4. An educational leave without pay (except when required by the County) 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.
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 work day following the expiration of a leave of absence, the employee shall be considered to have resigned.
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.
7. Any request for a leave of absence shall be made in writing and approval or denial shall be in writing.
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.

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 18 - Sick Days and Disability Insurance, Section 10.

ARTICLE 18

SICK DAYS AND DISABILITY

1. Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by these policies. Any sick day use other than provided by this agreement shall be considered a misuse and an abuse.
2. Full time regular employees shall be entitled to accrue sick days to a maximum of thirty (30) days.
3. An employee shall be eligible to use sick days, upon satisfactory completion of the orientation period, for personal illness or serious or critical illness to their spouse, parent or child. The employee shall also be eligible to use up to a maximum of five (5) sick days as funeral leave to a member of the immediate family as defined and limited: mother, father, step-parent, brother, sister, spouse, child, step-child, grandparent, grandchild or immediate family member of the spouse according to the preceding definition. The employee shall be required to provide proof of illness to spouse, parent or child and/or death of immediate family member.
4. An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.
5. An employee who uses two (2) sick days in a thirty (30) calendar day period or four (4) days in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness shall be on "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. The employee shall be on proof required status for 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.
6. Sick days may be taken in place of normally scheduled work days, excluding holidays.

7. An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. Compensation shall commence the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation shall be for a period of five (5) years. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.
8. The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of the fringe benefits enjoyed immediately prior to disability. Be it provided that fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.
9. The disabled employee shall not be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability.
10. Commencing the one hundred and eighty-first (181st) calendar day salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions:
 - a. The 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 and/or the health care provider shall determine the length of time the disabled employee may continue group health care coverage.
 - c. The County shall require prepayment of all premium costs.
11. Nothing shall prohibit the County from offering the employee a redemption in lieu of salary continuation. Be it provided, however, that the employee shall have sole responsibility to accept or reject a redemptive offer.
12. The employee shall be eligible to supplement disability compensation with vacation or sick days on a ratio of one (1) vacation or sick day to three (3) days of absence in order to remain at full normal gross salary.

13. When an employee's illness or physical condition raises the question of fitness to perform normal duties, or if the employee exhibits questionable attendance, the supervisor may require the employee to submit to a physical examination and the County shall pay the expenses incurred.
14. An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 17 - Leave of Absence.
15. The employee must promptly notify their supervisor of their absence or be subject to discipline.
16. Upon termination of employment, an employee with accrued sick days shall be entitled to receive compensation to a maximum accrual of thirty (30) sick days based upon the following graduated schedule of months of service.

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 or more	50%

ARTICLE 19
HOLIDAYS

1. Full time regular employees are entitled to compensation for the holidays determined by the St. Clair County Board of Commissioners.
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 on the following Monday.
3. To be eligible for holiday pay, the employee must work the day before and after the holiday unless such absence is authorized.

ARTICLE 20
VACATION

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

<u>Years of Service</u>	<u>Annual Vacation Days</u>
1 - 2	10
3 - 4	12
5 - 9	15
10 - 14	17
15 - 19	20
20 - 24	22
25 +	25

2. The full time allocation of days according to the above schedule shall be credited to the employee upon each anniversary of full time employment with the department.
3. Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.
4. An employee shall be entitled to carry forward from the previous years accrual as many days that when added to the anniversary credit does not exceed thirty-five (35) days. In other words, an employee shall not be entitled to maintain an accrual of more than thirty-five (35) days at any time.
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. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous.
6. A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.
7. Upon termination, retirement or death, the employee or beneficiary or the employee's estate shall be paid the total accrued unused vacation days and a prorated payoff of vacation time from their date of separation retroactive to the employee's last anniversary of employment. Be it provided, however, that such payoff of unused days shall not exceed thirty-five (35) days of pay.

ARTICLE 21

HEALTH, LIFE, AND DENTAL INSURANCE

1. Full time regular employees are eligible for health, life, and dental insurance. In order to acquire and maintain benefits the employee must enroll and register subsequent changes and modifications as they become timely and in accordance with the governing regulations established by the County and/or insurance carrier.
 - a. Employees hired on or after January 1, 1986 shall pay 100% of the premium costs for SD (Sponsored Dependents) and FC (Family Continuation).
 - b. Employees hired prior to January 1, 1986 who enroll dependents on or after January 1, 1986, shall pay 50% of the premium costs.
 - c. Employees hired prior to January 1, 1986 and whose dependents are enrolled prior to January 1, 1986 shall not pay any of the premium costs.
2. 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.

3. Eligible employees shall be subject to all the terms imposed by the insurance carrier in order to receive benefit of insurance.
4. Accidental Death and Dismemberment term life insurance benefits shall be as follows:

<u>Annual Salary</u>	<u>Benefit</u>
Less than \$20,000	\$15,000
\$20,000 to \$24,999	\$20,000
\$25,000 to \$29,999	\$25,000
\$30,000 to \$34,999	\$30,000
\$35,000 to \$39,999	\$35,000
\$40,000 to \$44,999	\$40,000
\$45,000 to \$49,999	\$45,000
\$50,000 or more	\$50,000

ARTICLE 22

CREDIT UNION

1. Employees who are members of the County approved Credit Union may request a payroll deduction by following the procedure determined by the County and the Credit Union.
2. The Credit Union is not a branch or division of the County. The County exercises no control over the Credit Union. The County may at any time determine to discontinue making payroll deductions.

ARTICLE 23

SERVICE RECOGNITION

1. Full time regular employees who are eligible for a lump sum payment in recognition of their years of continual service shall be paid based on the following schedule:

Maximum payment shall not
exceed the annual base salary of:

<u>Years of Service</u>	<u>% of Base Salary</u>	<u>Less Than \$25,000</u>	<u>\$25,001 to \$35,000</u>	<u>\$35,001 and Over</u>
5 - 9	2%	\$ 400	\$ 600	\$ 800
10 - 14	4%	\$ 800	\$ 1,200	\$1,600
15 - 19	6%	\$ 1,200	\$ 1,800	\$2,400
20 - 24	8%	\$ 1,600	\$ 2,400	\$3,200
25+	10%	\$ 2,000	\$ 3,000	\$4,000

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.

3. On or after January 1, 1987, full time regular employees hired shall not be eligible to receive benefits provided for in this Article.

ARTICLE 24

RETIREMENT PLAN

1. Eligible employees shall participate in the Retirement Plan. The County shall determine eligibility.
2. The employee and the County shall make a combined contribution based on the employees gross bi-weekly pay, as a payroll deduction.
3. The St. Clair County Retirement Board is comprised in part of elected employee members. The Board, in concert with the County Board of Commissioners, shall determine the plan and operation of the system.

ARTICLE 25

ADDITIONAL PROVISIONS

1. MILEAGE ALLOWANCE

The County Board of Commissioners shall determine the method and amount of reimbursement paid to employees for use of their private vehicles for County business.

2. ACT OF GOD

The Chairman of the County Board of Commissioners shall have exclusive authority to determine when conditions are such that employees need not report to work or may be sent home early with full pay.

3. JURY DUTY

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

4. SUBPOENA AND WITNESS FEE

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

5. MILITARY SERVICE

- a. Employees who are members of the National Guard and a Military Reserve unit shall be granted time off to a maximum of two (2) weeks with pay to fulfill their obligation.
- b. Any compensation in lieu of salary, not including reimbursements of actual expenses, provided an employee will be surrendered to the County Treasurer.

6. PERSONAL PROPERTY

- a. Employees are not encouraged to maintain personal property items at their work stations. The County is not responsible for personal property items which may become broken, damaged or stolen.
- b. The County is not responsible for clothing that becomes soiled or damaged during the course of duties.

7. CAREER ENRICHMENT

- a. As the budget provides and when Department Head approval is applicable, employees who attend conferences, seminars or other educational or business related functions shall be reimbursed for the following expenses:

-Travel: According to the Mileage Allowance provision of this Article or the least expensive mode of travel, by way of example: if the cost of round trip coach air fare is less than automobile mileage, the former shall apply.

-Lodging: Reimbursement for out-of-County lodging will be provided subsequent to submission of a receipt to the Office of the Controller.

-Meals: Reimbursement for out-of-County meals will be provided subsequent to submission of a receipt.

- b. Advance payment may be made for such things as airline tickets and registration fees. Requests for advance payment shall be made via voucher to the Office of the Controller.
- c. To assure prompt reimbursement and/or payment, expense vouchers should be submitted within thirty (30) days of the incurred expense.

8. EMPLOYEE RECORDS REVIEW

- a. In accordance with all applicable statutes, an employee shall be entitled to review their personnel records.
- b. Such review shall be during the regular office hours of the Personnel Department.
- c. The Personnel Department shall determine a reasonable time and place for review.
- d. The employee shall request a review in advance identifying such records as are of interest to ensure their availability.

9. POLITICAL ACTIVITY

Employees shall not be actively involved in political activities during their regularly scheduled working hours. Nor shall any supervisor coerce an employee into providing political support, monetarily or otherwise.

10. EDUCATION REIMBURSEMENT

- a. 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.
- b. 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.
- c. Department head approval of the request for reimbursement shall be contingent upon available funding, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The Department Head shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies as provided in (d) below. Department Head approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. The request shall be considered to be denied in the absence of written approval.
- d. Reimbursement shall not exceed \$500.00 per course deductible from accrued sick days. Sick days shall be deducted at the rate of twice the value of the sick day to the course cost. In other words, the employee shall have deducted from their accrued sick days two (2) times the number of sick days equal in cost to the amount of reimbursement. Any fraction of a sick day shall be computed as a full sick day.

- e. The County shall determine whether books, manuals, and supplies reimbursed by the County shall become the property of the County.
- f. An employee shall have at least one year of full time service with the County to be eligible for consideration.
- g. 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 or wage grade based upon completion of the course or attainment of a degree or certification.
- h. An employee shall not be entitled to attend class or complete class assignments during their regularly scheduled working hours at the expense of the County. Nor shall the employee be entitled to utilize the resources of the County including supplies, equipment, or personnel without supervisory approval. Failure to comply with either provision may result in forfeiture of reimbursement for course expenditures or discipline including discharge or both.

ARTICLE 26

SALARY

1. The County Board of Commissioners has adopted a wage and classification plan.
2. In keeping with this authority and responsibility, the County Board of Commissioners has established and may review the Compensation Plan. The Compensation Plan of the County, although maintained separately, is a supplement to these Personnel Policies and is administered in coordination with these Policies.
3. The Board of Commissioners has established the Classification Plan. The Board of Commissioners has the exclusive authority to designate classifications or the number of classifications.
4. The County Administrator/Controller, and the Personnel Officer shall maintain and administer the Classification Plan authorized by the Board of Commissioners.

