

12/31/95

AGREEMENT

BETWEEN

THE ST. CLAIR COUNTY  
BOARD OF COMMISSIONERS

and

THE ST. CLAIR COUNTY  
SHERIFF DEPARTMENT CIVILIAN SUPERVISORS

JANUARY 1, 1992

THROUGH

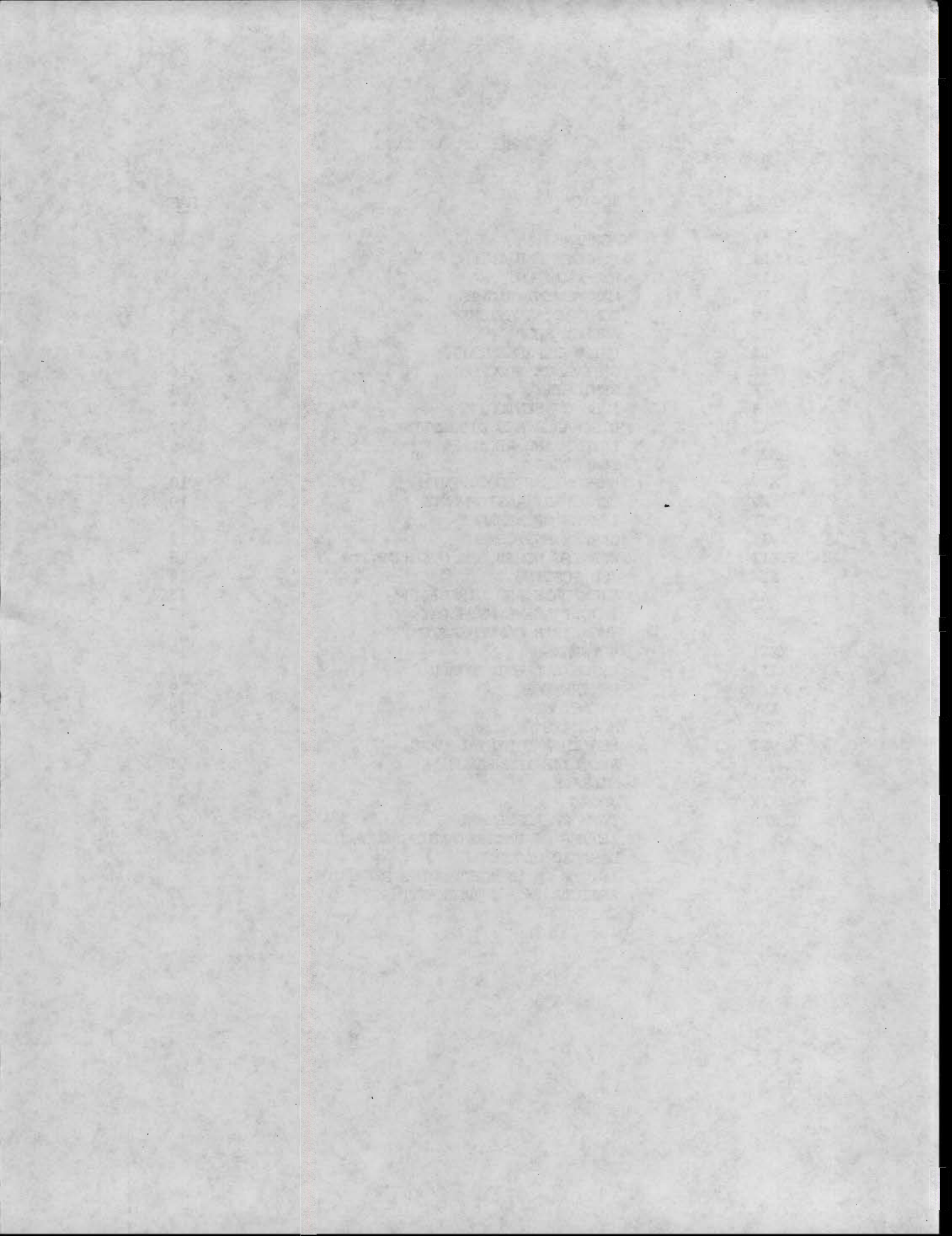
DECEMBER 31, 1995

*St. Clair County*



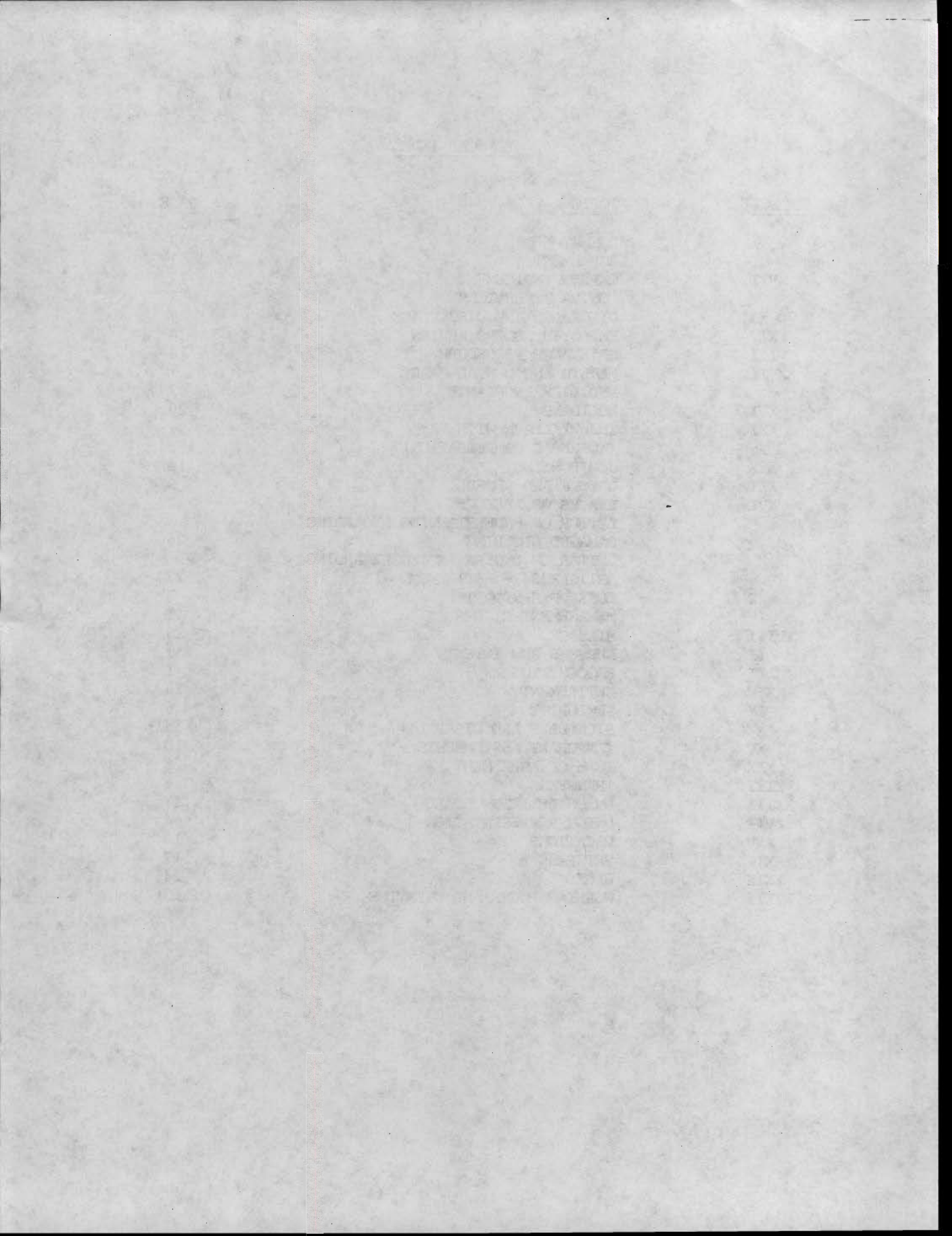
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ARTICLE I  
AGREEMENT

1.1: This Agreement made and entered in for the period January 1, 1992 through December 31, 1995 between the Board of Commissioners of the County of St. Clair and the Sheriff of St. Clair County, hereafter referred to as the "Co-Employer", and the St. Clair County Sheriff Department Civilian Supervisors - AFSCME, hereafter referred to as the "Union."

ARTICLE II  
PURPOSE AND INTENT

2.1: The general purpose of this Agreement is to set forth terms and conditions of employment, so that the parties hereto, may in an orderly fashion carry out their mutual desire to work together harmoniously and continue to maintain relations between the Employer and the Union, which will serve to the best interests of all concerned.

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

ARTICLE III  
RECOGNITION

3.1: The Union is hereby recognized as the exclusive representative of all employees of the following classifications employed in the St. Clair County Sheriff's Department for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and working conditions for the term of the Agreement as follows:

SERVICE BUREAU MANAGER  
DIRECTOR OF COMMUNICATIONS

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

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

ARTICLE IV  
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 prominent among, but by no means wholly inclusive.

- a. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to discontinue jobs; the maintenance and repairs; amount of supervision necessary; methods of operation; scheduling hours; manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate St. Clair County.
- b. Further, it is recognized that the responsibility of the management of the County for the selection and direction of the working forces includes the right to decide the number of employees, 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 qualification; 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 V  
CONTRACT SERVICES

5.1: Due to the high cost of maintaining and operating the Sheriff's Department, the Sheriff and the County may determine it necessary to provide its services to communities within the County on a contractual basis or to take advantage of available grants and aids. Funding obtained by any of these means shall be defined as a contract service.

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

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

5.4: Participation in a contract service may require the appointment of new or additional employees. The acquisition of employees shall be in accordance with the Career Change and Advancement provision of this Agreement, unless otherwise mutually agreed. At such time as contract services are no longer to be provided, for any reason, the employee



compensated in part or the whole by such funds, shall be subject to layoff. Be it provided, however, that the employee shall exercise seniority displacement rights in accordance with the layoff and recall provision of this Agreement.

ARTICLE VI  
AGENCY SHOP

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

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

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

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

6.5: "The AFSOME 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 AFSOME certifies that the amount of the representation fee includes only the proportionately equivalent amount necessary for negotiations, grievance processing and administration of this Agreement.)

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

6.7: The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that the purposes of complying with the provisions of this Article. It is further agreed that neither any employee nor the Union shall have any claim against the County for any deductions made or not made, as the case

may be, except that the County shall be responsible to provide the Union with dues deducted from the employees pay. In no case shall the County be responsible to pay the Union or employee an amount equal to dues or representation fee which may or may not have been deducted and paid to the Union or employees.

ARTICLE VII  
UNION REPRESENTATION

7.1: The Union shall be represented to the Employer by no more than one (1) representative. The name and classification of this employee shall be communicated in writing to the Sheriff and Personnel Officer of the County upon their selection and/or subsequent change.

7.2: 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 Union in all other matters. The employee(s) shall have exclusive and sole authority and power to select who shall represent them to the Sheriff and/or County and shall have full responsibility to arrange for said representation.

7.3: The Employer shall grant a leave of absence not to exceed an accumulative fourteen (14) days a year to bargaining unit members selected for attendance at Union conventions or activities. Be it provided, however, that no more than one (1) employee shall be granted leave at any one time and that such leave 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.

ARTICLE VIII  
GRIEVANCE PROCEDURE

8.1: STEP 1

- A. Any employee having a specified grievance alleging a violation of this Agreement, a violation or deviation from an established County or departmental policy or procedure, or a failure of the County or department to comply with a policy, procedure, method, practice or regulation of the County or department shall, within fifteen (15) calendar days of the alleged grievance, take the matter up with the Sheriff or the Sheriff's designated representative, who shall attempt to adjust the grievance with the terms of this Agreement, County or departmental policy, procedure, method, practice or regulation. The employee shall be entitled to have a union representative present at this step.
- B. Any employee may request the Sheriff or the designated representative of the Sheriff to call one of the designated local union representatives to handle a specified grievance with the Sheriff or the designated representative of the Sheriff. In this case, the Union representative will be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Sheriff's Department.

8.2: STEP 2

- A. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and delivered to the office of the Sheriff or designee within ten (10) calendar days after the meeting or adjourned meeting at Step 1. In this case a meeting will be arranged within fifteen (15) working days between the designated representative of the union, the Grievant(s), and the Sheriff or the Sheriff's designated representative for the purpose of attempting to settle the grievance at the department level. The Sheriff or designee shall provide a written decision within ten (10) working days to the Union.

8.3: STEP 3

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

8.4: STEP 4

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

- A. The Union shall within thirty (30) calendar days following the County's decision at Step 3, notify the County Personnel Officer and Sheriff of the Union's intention to pursue arbitration, or the matter will be untimely.
- B. The Union shall have the option to select arbitration through the American Arbitration Association, Federal Mediation and Conciliation Service or as otherwise mutually agreed by the parties.
- C. The fee and expenses of the arbitrator shall be borne completely by the party which fails to prevail. All other expenses related to the arbitration proceedings, including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.
- D. The arbitrator shall be limited to apply and interpret those articles and sections of this Agreement and shall have powers as hereby limited by application of Step 1 (A) of this article, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications or a specified article and section of this Agreement.
- E. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor shall the arbitrator be empowered to award damages or establish salary schedules or classifications.
- F. The arbitrator, in rendering a decision, shall give full recognition to the whole of the Agreement as it relates to responsibilities, powers, authority, and rights vested with the County and Sheriff, except as specifically limited by express provisions of the Agreement.
- G. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on all parties.

ARTICLE IX  
SENIORITY

9.1: New employees hired in the Unit shall be required to serve an orientation period of one hundred and eighty (180) calendar days from the actual date of assuming the position. After completion of the orientation period, the employee shall be added on the applicable seniority list of the unit and seniority shall start as defined herein. Unsatisfactory performance during the orientation period shall result in the termination of employment.

- A. County Seniority - The most recent date of full time continuous employment with St. Clair County.
- B. Department Seniority - The most recent date of full time continuous employment with the St. Clair County Sheriff's Department.
- C. Bargaining Unit Seniority - The most recent date of full time continuous employment within the bargaining unit.
- D. Classification Seniority - The most recent date of full time continuous employment within the classification.

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.

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

ARTICLE X  
LOSS OF SENIORITY

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

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

ARTICLE XI  
DISCHARGE AND DISCIPLINE

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

to such action becoming part of the Employer's records. The employee shall have the right to prepare a written statement as it relates to the discipline which shall be incorporated in the Employer's record with the discipline.

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

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

#### ARTICLE XII LAYOFF AND RECALL

12.1: Layoff shall mean a reduction in the work force due to a decrease of work, restructuring, or budget limitation as determined by the Employer.

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

12.3: The method of layoff, insofar as it does not violate any provision herein, shall not be subject to the grievance procedure.

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

12.5: When a layoff is necessary, temporary and probationary employees in the affected classification shall be laid off first, provided the remaining employees are qualified to perform the function required by the Employer. To be qualified, an employee must meet the minimal education, experience and ability standards established for the position. Employee(s) shall be laid off in seniority order from the least to the most senior, provided that the most senior employee(s) qualified to perform the function shall be retained.

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

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

12.8: A laid off employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years.

12.9: Recall from layoff shall mean a return to work from layoff.

12.10: When a recall from layoff is determined to be necessary by the Employer, the most senior employee in the classification who is laid off and who is qualified to perform the function required by the Employer shall be recalled.

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

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

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

#### ARTICLE XIII TRANSFERS

13.1: If an employee transfers to a position with the Employer not included in the bargaining unit and thereafter within six (6) months transfers back to a position within the bargaining unit, the employee shall retain all rights accrued for the purpose of any benefits as may be provided in this Agreement.

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

ARTICLE XIV  
EMPLOYEE RECORD REVIEW

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

14.2: The employee may inquire into disciplinary action taken against the employee provided in the Employer's record. The Employer shall provide copies of all such documentation at the expense of the employee.

14.3: 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.

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

ARTICLE XV  
TEMPORARY ASSIGNMENTS

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

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

15.3: A temporarily assigned employee shall not be paid the rate consistent with the position for working five (5) or fewer work days. Upon working the sixth (6) day, the employee shall be entitled pay back to the first day of temporary assignment. A temporarily assigned employee having met the conditions herein shall not be made to suffer a reduced rate of pay for a temporary assignment.

15.4: A temporary employee is an employee hired to perform a function either full time or part 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 ninety (90) work days. A temporary employee shall not be eligible for fringe benefits.



ARTICLE XVI  
LEAVES OF ABSENCE

- 16.1: 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.
  - D. Serving in any union position.
- 16.2: 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.
- 16.3: The leave of absence for personal illness shall be consistent with the provisions of Article XX - 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 one (1) year. 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.
- 16.4: An educational leave without pay (except when required by the County) may be granted for a reasonable interval consistent with meeting the operational needs of the department or it shall be denied.
- 16.5: 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.
- 16.6: 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.
- 16.7: Any request for a leave of absence shall be made in writing and approval or denial shall be in writing.
- 16.8: 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.
- 16.9: 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 XX - Sick Days and Disability Insurance, Section 10.

ARTICLE XVII  
CAREER ENRICHMENT

17.1: Employees who attend conferences, seminars or other educational or business related functions shall be reimbursed for the following expenses:

- a. Travel: According to Article XXVIII, Mileage Allowance 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.
- b. Lodging: Reimbursement for out-of-County lodging will be provided subsequent to submission of a receipt to the office of the Controller.
- c. Meals: Reimbursement for out-of-County meals will be provided subsequent to submission of a receipt.

Conference and seminar fees will be paid by the County when approval is granted by the Sheriff.

17.2: 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.

17.3: To assure prompt reimbursement and/or payment, expense vouchers should be submitted within thirty (30) days of the incurred expense.

17.4: 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.

17.5: 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.

17.6: The Sheriff's 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 17.7. 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.

17.7: Reimbursement shall not exceed \$600.00 per course deductible from accrued sick days. Sick days shall be deducted at the rate of half the value of the sick day to the course cost. In other words, the Employer shall have to deduct from the employee's accrued sick days two (2) times the number of sick days equal in cost to the amount of reimbursement. Any fraction of a sick day shall be computed as a full sick day.

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

17.9: An employee shall have at least one year of full time service with the County to be eligible for consideration.

17.10: 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.

17.11: An employee shall not be entitled to attend class or complete class assignments during 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 the Sheriff's approval. Failure to comply with either provision may result in forfeiture of reimbursement for course expenditures or discipline including discharge or both.

ARTICLE XVIII  
WORKING HOURS AND OVERTIME

18.1: The work day shall consist of seven and one-half (7 1/2) hours. The work week shall consist of thirty-seven and one-half (37 1/2) hours.

18.2: Any change in the number of working hours in a day or week shall be reviewed jointly by the parties. The parties shall be entitled to mutually agree to flexible hours and scheduling for a predetermined period of time to promote the efficiency of the operation of the Sheriff Department.

18.3: Each full time employee shall be entitled to two (2) fifteen (15) minute breaks; one in the first half of the work day and one in the second half. Each full time employee shall be entitled to a one (1) hour lunch period. The employee shall schedule their breaks and the lunch period in a manner that maintains the efficiency of their division and consistent with the direction of the Sheriff.

18.4: The Sheriff or designee shall have authority to approve and when necessary compel overtime.

18.5: It is recognized that each employee is exempt from the Fair Labor Standards Act. Hours worked beyond seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week shall be compensated at one and one-half (1 1/2) times the base hourly rate. Should an employee work overtime they shall be entitled to compensatory time for the first twenty-two and one-half (22 1/2) hours. After the employee has accrued twenty-two and one-half (22 1/2) hours of compensatory time additional overtime shall be paid or compensatory time provided as mutually agreed by the Sheriff and the employee. In the event no mutual agreement is reached, the employee shall be paid.

ARTICLE XIX  
JOB POSTING

19.1: When a vacancy occurs, the Employer shall post a job vacancy notice in a conspicuous place. The local president shall be provided a copy of the job posting.

19.2: The posting shall indicate:

- a. Classification (Job Title);
- b. The qualifications for the job;
- 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.

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

19.4: Employees applying for the position shall make written application on a form provided by the Personnel Office. Applications shall be submitted to the Personnel Office in a timely manner as provided within the job posting notice. The applicant shall provide the following information:

- a. Name
- b. Date Employed;
- c. Classification (Job Title) and
- d. Qualifications for the job.

19.5: The Sheriff shall consider each employee from within the Bargaining Unit who applies and who possesses the necessary qualifications. Qualifications shall mean the education, experience, and skills/abilities as provided by the job description. Nothing shall prohibit the Sheriff from external recruitment of the vacancy.

19.6: The employee awarded the job shall be required to satisfactorily complete a six (6) month trial period. The employee who fails to satisfactorily complete the trial period shall revert to the position formerly held. The Sheriff 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.

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

ARTICLE XX  
SICK DAYS AND DISABILITY

20.1: 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.

20.2: Full time regular employees shall be entitled to accrue sick days to a maximum of thirty (30) days.

20.3: 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 may be required to provide proof of illness to spouse, parent or child and/or death of immediate family member. In the event of extenuating circumstances the Sheriff may grant additional paid funeral leave from sick days.

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

20.5: 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 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 shall be on proof required status for ninety calendar days. The employee who fails to provide appropriate medical verification when required by the Sheriff, shall not only be denied sick day compensation, but shall be subject to discipline.

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

20.7: 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.

20.8: 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 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.

20.9: 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.

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

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

20.11: 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.

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

20.13: 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.

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

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

20.16: 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 XXI  
INJURY LEAVE WITH PAY  
WORKER'S COMPENSATION

21.1: The County is required by law to participate in a Worker's Compensation Plan.

21.2: 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.

21.3: In the event of an alleged injury, the supervisor shall immediately contact the Sheriff and the Personnel Office.

21.4: 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 on the ratio of four (4) sick days for each day of worker's compensation. In no case shall the sick days supplement exceed the employee's accrued sick days.

21.5: 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.

ARTICLE XXII  
VETERANS

22.1: The Co-Employer shall comply with all federal and state laws pertaining to the employment and reemployment rights of veterans.

ARTICLE XXIII  
UNION BULLETIN BOARD

23.1: The Union may use a bulletin board designated by the Sheriff for the purpose of posting notices of the following activities:

- A. Notice of union recreational and social events.
- B. Notice of union elections.
- C. Notice of results of union elections.
- D. Notice of union meetings.

ARTICLE XXIV  
RETIREMENT

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

24.2: The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The County shall contribute seventy percent (70%) of the total contribution determined necessary. The employee shall contribute thirty percent (30%) of the total contribution determined necessary by way of bi-weekly payroll deduction.

24.3: Employees who terminate their employment prior to eligibility for retirement may withdraw the amount they contributed plus interest. Contributions withdrawn from the plan prior to retirement shall result in termination of all benefits from the plan.

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

<u>Years of Service</u>	<u>Annual Multiplier</u>
1 through 10	1.75%
11 through 19	2.00%
20 through 24	2.00%
25 through 29	2.40%

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed sixty-nine and six tenths (69.6%).

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

24.6: An employee disabled in conjunction with and as a result of their employment with the Sheriff department shall be eligible for disability pension. Be it provided to be eligible for disability pension the employee must have completed ten (10) years of service. The health care premium costs shall be borne by the retirement plan.



ARTICLE XXV  
VACATIONS

25.1: All full time regular 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

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.

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

25.4: 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.

25.5: Vacation days must have the prior approval of the Sheriff 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.

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

25.7: 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 their date of separation retroactive to their last anniversary of employment. Be it provided, however, that such payoff of unused days shall not exceed thirty-five (35) days of pay.

ARTICLE XXVI  
HOLIDAYS

26.1: Each full time employee shall be eligible for the following paid holidays. Holidays shall be patterned after those established by the State Supreme Court.

New Year's Day

Martin Luther King's Birthday (Third Monday of January)

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving Day

December 24 (whenever Christmas day falls on Tuesday, Wednesday, Thursday or Friday)

Christmas Day

December 31 (whenever New Year's day falls on Tuesday, Wednesday, Thursday or Friday)

and such other holidays as may be established by the Board of Commissioners.

26.2: 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.

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

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

26.5: An employee required to work a holiday shall be provided compensatory time at the rate of one and one-half (1 1/2) times for each hour worked. The employee shall also be credited with a half (1/2) or whole vacation day, whichever may apply.

ARTICLE XXVII  
HEALTH AND DENTAL CARE AND LIFE INSURANCE

27.1: Each full time employee shall be eligible to participate in the health care plan offered by the County. The core plan follows:

Hospital Deductible \$150 - Employee/\$250 - Family  
D45NM - TB and nervous and mental expense benefits  
SAT - 2 - Substance abuse programs  
Medicare 2 - 1 - Medicare complimentary coverage  
FC - Dependent Eligibility  
SD - Sponsored Dependent  
COB - Coordination of Benefits  
\$3.00 Co Pay - Prescription Drug Rider  
Master Medical Option 3  
Case Management  
Precertification

- A. Employees hired on or after January 1, 1986 pay 100% of FC and/or SD riders premium costs by way of payroll deduction.
- B. Employees hired prior to January 1, 1986 but who do not enroll dependents on the FC and/or SD riders until on or after January 1, 1986 shall pay 50% of the rider premium cost and the County shall pay the remaining premium cost by way of payroll deduction.
- C. Employees hired prior to January 1, 1986 and with dependents enrolled prior to January 1, 1986 shall pay none of the premium cost of the FC and/or SD riders which shall be paid 100% by the County. Be it provided, that dependents enrolled on or after January 1, 1986 shall be subject to the provisions of 27.1:B.

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

A. OPTION I

All coverages and riders subject to:  
\* \$100/\$200 Deductible  
\* 80/20 cost share of usual, reasonable and customary charges.  
Precertification/Case Management  
Annual Cash Rebate (Paid Bi-Weekly)  
\* \$200 - Single Plan  
\* \$335 - Two Person Plan  
\* \$410 - Family Plan

B. OPTION II

All coverages and riders subject to:  
\* \$250/\$500 Deductible  
\* 80/20 cost share of usual, reasonable customary charges.  
Precertification/Casemanagement  
Annual Cash Rebate (Paid bi-weekly)  
\* \$400 - Single Plan  
\* \$675 - Two Person Plan  
\* \$830 - Family Plan

C. OPTION III

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

- \* \$1350 - Family Plan subscriber
- \* \$1100 - Two Person subscriber
- \* \$ 650 - One Person 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.

27.3: The County shall have authority to select the health care provider provided such coverage is identical.

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

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

A. CORE OPTION

- \* Plan 100 50/50 to an annual maximum of \$600 per individual.
- \* 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.

27.6: The Employer will provide a \$35,000 group life insurance plan for qualified insurance employees as the core option.

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.

27.7: In order to acquire and maintain benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the insurance carrier.

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

ARTICLE XXVIII  
MILEAGE

28.1: Employees who are required to use their own vehicles to conduct County business shall be compensated for each mile driven at the maximum non-taxable rate established by the I.R.S.

ARTICLE XXIX  
WAGES

START    6 MOS.    1 YR.    2 YR.    3 YR.    4 YR.    5 YR.

Effective January 1, 1992

Service Bureau Manager	21,496	21,926	22,363	23,258	24,188	25,156	26,414
Communications Director	23,690	24,164	24,647	25,633	26,658	27,724	29,110

START    6 MOS.    1 YR.    2 YR.    3 YR.    4 YR.    5 YR.

Effective January 1, 1993

Service Bureau Manager	22,356	22,803	23,258	24,188	25,156	26,162	27,470
Communications Director	24,638	25,131	25,633	26,658	27,724	28,833	30,275

START    6 MOS.    1 YR.    2 YR.    3 YR.    4 YR.    5 YR.

Effective January 1, 1994

Service Bureau Manager	23,250	23,715	24,188	25,156	26,162	27,209	28,569
Communications Director	25,623	26,136	26,658	27,725	28,833	29,986	31,486

START    6 MOS.    1 YR.    2 YR.    3 YR.    4 YR.    5 YR.

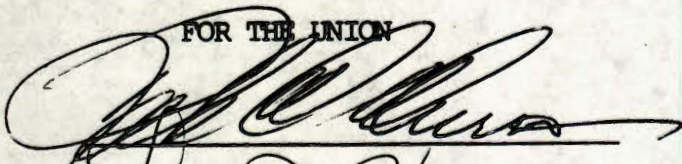

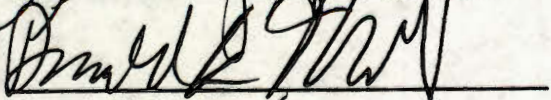
Effective January 1, 1995

Service Bureau Manager	24,296	24,782	25,276	26,288	27,339	28,433	29,855
Communications Director	26,776	27,312	27,858	28,972	30,131	31,336	32,902

ARTICLE XXX  
TERMINATION OF AGREEMENT

30.1: This Agreement shall be in effect and become operative January 1, 1992 and shall continue in operation and effect through December 31, 1995. If either party hereto desires to terminate, modify, or amend this Agreement, it shall give notice at least sixty (60) days prior to December 31, 1995 to the Employer or to the Union as the case may be, of its intention to terminate, modify or amend this Agreement. If neither party shall give notice to terminate, modify or amend this Agreement as provided, the Agreement shall continue in operation and effect after January 1, 1996 subject to termination or modification thereafter by either party upon sixty (60) days written notice.

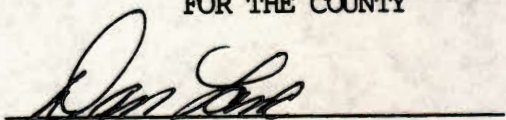
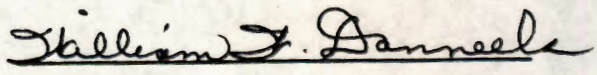
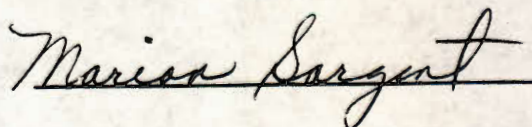
FOR THE UNION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Date

4/14/92

FOR THE COUNTY

  
\_\_\_\_\_  
Sheriff  
  
\_\_\_\_\_  
  
\_\_\_\_\_

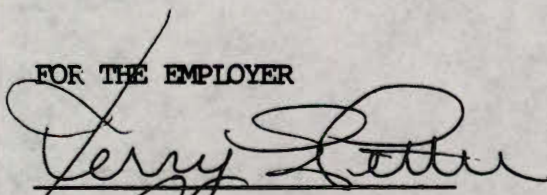
Date

LETTER OF UNDERSTANDING  
REGARDING  
DAMAGED CLOTHING

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Civilian Supervisors - AFSCME hereby establish and agree that clothing damaged in the normal course of duties shall be repaired, cleaned or reimbursed at the expense of the Employer provided:

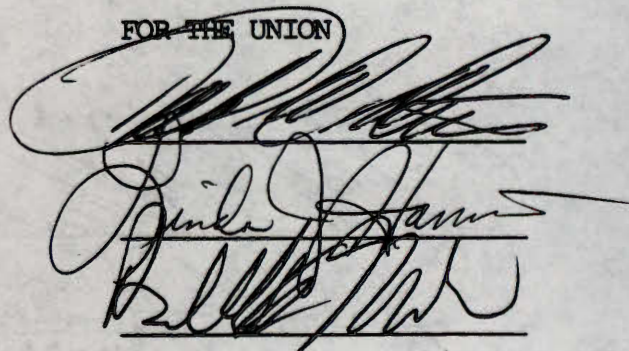
1. The employee exercised appropriate precaution and care.
2. The employee was not negligent.
3. The precipitating event was abnormal and unusual.
4. The Employer shall not be held accountable for normal wear and tear.
5. The repair and/or cleaning will be paid to the employee upon providing a receipt.
6. Reimbursement shall be at the value of the clothing item at the time of damage.
7. Reimbursement shall not exceed two-hundred dollars (\$200.00) per item.

FOR THE EMPLOYER

  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_  
\_\_\_\_\_

DATE: 4/14/02



LETTER OF UNDERSTANDING  
REGARDING  
ARTICLE 24  
RETIREMENT

The County of St. Clair, and the Sheriff Department Civilian Supervisors, hereby establish and agree that individual bargaining unit members who are members upon the date of this Agreement, shall be required to make an individual election between either;

1. Retaining participation in the Retirement Plan including Health Care as it existed prior to the current Collective Bargaining Agreement; or,
2. Participating in the Modified Retirement Plan as reflected in Article 24 - Retirement of the Collective Bargaining Agreement.

The County shall provide each bargaining unit member with a written election form. The member shall submit the election to the County consistent with the terms and conditions established by the County. The member's election shall be irrevocable.


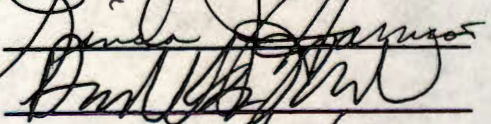
Employees who become subject to representation after the date of this Agreement shall be subject to the modified retirement plan reflected in the Collective Bargaining Agreement.

FOR THE EMPLOYER

  
\_\_\_\_\_  
  
\_\_\_\_\_

DATE \_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_  
  
\_\_\_\_\_

DATE \_\_\_\_\_

4/14/92

