6/30/95

A G R E E M E N T

BETWEEN

THE ST. CLAIR COUNTY

BOARD OF COMMISSIONERS

AND

THE ST. CLAIR COUNTY

PUBLIC SERVICE EMPLOYEES

LOCAL 1089

AFSCME, AFL - CIO

JULY 1, 1991

THROUGH

JUNE 30, 1995

St. Clair County

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AGREEMENT

This Agreement entered into on this 1st day of July, 1991 between the St. Clair County Board of Commissioners (hereinafter referred to as the "EMPLOYER") and St. Clair County Public Service Employees, Local #1089, AFSCME, AFL-CIO (hereinafter referred to as the "UNION"). The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

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

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

ARTICLE 1
RECOGNITION

SECTION 1

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

SECTION 2

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

SECTION 3

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

ARTICLE 2
MANAGEMENT RIGHTS

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

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

b. Further, it is recognized that the responsibility of the management of the County for the selection and direction of the working forces includes the right to 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 3
SUBCONTRACTING

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

ARTICLE 4
UNION SECURITY

SECTION 1

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

SECTION 2

Employees who are hired, rehired, or transferred into the Bargaining Unit after the effective date of this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union equivalent to union dues, as long as they remain a non-member, for the duration of this Agreement, the month following the month in which they are employed.

ARTICLE 5
UNION DUES AND SERVICE FEE DEDUCTIONS

SECTION 1

Check Off:

a. The Employer agrees to deduct from the wages of any employee, all union membership dues or service fees, as provided in a designated written authorization form. The executed written authorization for union dues or service fee deduction shall remain in full force and effect during the period of the contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to the expiration of this Agreement. The termination notice must be given both to the Employer and the Union.

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

SECTION 2

Remittance of Dues and Fees:

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

AUTHORIZATION FORM

TO: _____
Employer

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

( ) An amount established by the Union as monthly dues.

( ) An amount equivalent to monthly Union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Local 1089, AFSCME, AFL-CIO.

BY: _____
Print Last Name First Name

_____
Address City & State Zip Telephone

_____
Department Classification

_____
Signature Date

b. Deductions for any calendar month shall be remitted to the Secretary-Treasurer of Michigan, Local 1089, AFSCME, AFL-CIO, with the alphabetical list of names and the amount deducted, no later than the fifth (5th) working day of the month, following the month in which they were deducted.

c. The Employer shall notify the Secretary-Treasurer of the names and addresses of employees who are newly hired, rehired, transferred or reinstated into the Bargaining Unit and of the names and addresses of employees who are no longer subject to deductions because of employment status.

SECTION 3

The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other

forms of liability that shall arise out of or as a result from any conduct taken by the County for the purposes of complying with the provisions of this Article and Article 4 - Union Security. It is further agreed that no employee shall have any claim against the County for any deductions made or not made, as the case may be, except that the County shall be responsible to provide the union with dues or service fee deducted from the employee's pay. In no case shall the County be responsible to pay the employee an amount equal to dues or service fee which may or may not have been deducted and paid to the Union.

ARTICLE 6
UNION REPRESENTATION

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

The Union shall notify the Personnel Officer, in writing of names, classifications and departments of all local representatives of the Union. Members of the unit who are not officially identified as union representatives shall not be

recognized or permitted to represent the interests of other members of the Union to the Employer. Changes in union representation shall be made, in writing, to the Personnel Officer in prompt fashion.

SECTION 5

The representation of employees shall not unduly disrupt the operation of the County's effective rendering of County services. To facilitate this end, the employee representative and the employee shall notify their respective supervisors of the need to meet and confer or to expedite union business. The supervisor shall not deny any reasonable request that does not unduly disrupt the effectiveness of the County's operation. The County, including its supervisors, shall make every effort to accommodate the representatives of the union in their representation of bargaining unit members to promote harmonious labor relations.

ARTICLE 7
GRIEVANCE PROCEDURE

STEP 1

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

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

c. It is agreed that Saturday, Sunday, and holidays shall not be counted in computing time limits provided herein, except when such time limits are measured in weeks rather than days.

STEP 2

a. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and delivered to the department head within five (5) days after the meeting or adjourned meeting at Step 1. In this case, a meeting will be arranged within five (5) days between the designated representative of the Union, the Grievant(s), and the department head or the designated representative of the department head, for the purpose of attempting to settle the grievance at the departmental level.

b. The department head shall provide a written decision within five (5) days to the Union.

STEP 3

a. Grievances shall be considered settled at Step 2 unless written notice is delivered to the Personnel Office within seven (7) days after completion of Step 2.

b. Such notice shall contain a request by the Union that a hearing be held within two (2) weeks of the delivery of said notice for the disposition of said grievance. At such hearing, both the Union and the Employer may request the presence of any and all parties who have been involved in the grievance up to this step.

c. At such hearing, the Employer may be represented by one (1) or more representatives, and the Union and the grievant(s) may be represented by steward and president, theretofore designated as grievance representatives and such other union representative it wishes to have present provided full compliance is made with Article 6 - Union Representation, Section 5.

d. The grievance representative(s) of the Employer shall deliver the decision of the Employer to the Union in writing within seven (7) days following the hearing.

e. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer.

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

STEP 4

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

a. The Union shall, within thirty (30) calendar days following the County's decision at Step 3, notify the County Personnel Officer in writing of the Union's intention to pursue arbitration or the matter will be untimely.

b. That the Union, on behalf of its members, and the Board of Commissioners on behalf of the supervisory personnel, including the department head, shall make available during the proceedings before the arbitrator, any witnesses alleged by the opposite party to have knowledge of material facts or evidence upon the issue being submitted to the arbitrator. In the event the Board of Commissioners fail to produce such supervisory personnel, including the department head; or in the event such supervisory personnel, including the department head are produced and refuse to answer any questions which the arbitrator directs them to answer, the arbitrator may enter an award against the Board of Commissioners, which award shall be final and binding and not subject to review by the Board of Commissioners. In the event an employee certified as eligible in the Bargaining Unit for membership in the Union is not produced, or is produced and refuses to answer any questions which the arbitrator directs them to answer, the arbitrator may enter an award against the grievant and the Union; which award shall be final and binding and not subject to review by the grievant or the Union; provided further, that the failure of such employee to appear and/or answer as herein described shall constitute good and sufficient cause for the summary discharge of such employee.

c. The parties hereto recognize the fact that under existing laws, some employees may choose not to become members of the Union. In this connection, the Union agrees to furnish the Personnel Officer with a list of its members within ten (10) days following the execution of this contract; and further agrees to

furnish a current list of members upon request. Any member of the Union, by accepting membership and the benefits of this Agreement, waives all legal rights otherwise available from the penalties of this provision and each member shall execute such waiver. With reference to new employees such waiver shall be required prior to commencement of work. Such waiver shall be in the following form:

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

d. The fee and expenses of the arbitrator shall be shared equally. All other expenses related to the arbitration proceedings including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.

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

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

g. The arbitrator in rendering a decision, shall give full recognition of the Management Rights provision of this Agreement as it relates to responsibilities, power, authority and rights vested with the County, except as specifically limited by express provision of this Agreement.

h. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on the Union, its members, the employee(s) involved and the Employer.

i. The Union shall have the option to select arbitration through the American Arbitration Association or as otherwise mutually agreed by the parties.

j. If, in the judgement of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the department head directly and the processing of such grievance shall commence at Step 2. The grievance must be presented within fifteen (15) working days of the occurrence of the facts on which the grievance is based. Be it provided, that the Union shall be required to demonstrate that the matter grieved conforms to the definition of a grievance as defined in Step 1., a., or the grievance shall be determined inappropriate.

ARTICLE 8
DISCHARGE AND SUSPENSION

SECTION 1

The Employer shall notify the Union in writing within two (2) working days of the discharge or suspension of a member and within seven (7) calendar days of the discipline of a member.

SECTION 2

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

SECTION 3

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

ARTICLE 9
PROBATIONARY EMPLOYEES

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

ARTICLE 10
SENIORITY

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

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

b. The employee shall be placed on the accrual schedule for sick and vacation days in accordance with their seniority.

c. The employee shall be entitled to enroll for the various insurance programs upon full time hire and shall become eligible for coverage within the normal period to effect such coverage.

d. The employee shall be subject to the provisions of the retirement plan from their date of full time hire.

e. The employee shall be eligible for longevity upon completing five (5) years of continuous full time employment.

SECTION 6

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

a. The employee shall have their seniority prorated. The proration shall represent the number of hours worked to the number of normal full time hours.

b. The employees shall be placed on the accrual schedule for sick and vacation days in accordance with their prorated seniority.

c. The employee shall be entitled to enroll for the various insurance programs upon full time hire and shall become eligible for coverage within the normal period to effect such coverage.

d. The employee shall be subject to the provisions of the retirement plan from their date of full time hire.

e. The employee shall be eligible for longevity upon completing five (5) years of continuous full time employment.

ARTICLE 11
LOSS OF SENIORITY

An employee shall lose seniority for the following reasons:

a. Resigns or quits.

b. Is discharged and the discharge is not reversed.

c. The employee does not return to work when recalled from layoff as set forth in the recall provisions of this Agreement.

d. Retires.

e. Fails to return to work at the end of an approved leave, unless authorized or excused in writing.

f. Is absent without approval for three (3) consecutive work days without a call-in, unless the employee can prove extenuating circumstances that prohibited notification of the Employer.

g. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater, but not greater than two (2) years.

ARTICLE 12
SENIORITY LIST

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

B. The Employer will keep the seniority list up to date at all times and will post and provide the Local President with up to date copies at least every six (6) months.

ARTICLE 13
LAYOFF

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

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

SECTION 10

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

SECTION 11

A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than forty (40) months.

SECTION 12

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

SECTION 13

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

ARTICLE 14
RECALL FROM LAYOFF

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than forty (40) calendar months.

SECTION 6

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

ARTICLE 15
TRANSFERS

SECTION 1

If an employee transfers to a position with the Employer not included in the Bargaining Unit and thereafter 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.

SECTION 2

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

ARTICLE 16
TEMPORARY ASSIGNMENTS

SECTION 1

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

SECTION 2

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

SECTION 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.

SECTION 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 17
RATES FOR NEW JOBS

SECTION 1

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

SECTION 2

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

ARTICLE 18
JOB POSTING

SECTION 1

When a vacancy occurs, the Employer shall post a job vacancy notice at all locations mutually agreed by the Union and County. The posting shall be in a conspicuous place. The local president shall be provided a copy of the job posting.

SECTION 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.

SECTION 3

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

SECTION 4

Employees applying for the position shall make written application on a form provided by the 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 Department; and
d. Qualifications for the job.

SECTION 5

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

Examination Results.....50%
Qualification Evaluation.....30%
(10% for each factor)
Oral Interview.....10%
Seniority.....10%
(2% for each year of seniority)

SECTION 6

In the event no qualified candidate is selected for the position as provided in Section 5 above, the County shall post a job notice which would entitle Bargaining Unit members and non-members the opportunity to apply for the position. The department head must appoint the best qualified candidate based upon the following criteria:

Examination Results.....50%
Qualification Evaluation.....30%
(10% for each factor)
Oral Interview.....10%
Seniority.....10%
(2% for each year of seniority)

SECTION 7

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

SECTION 8

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

SECTION 9

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

ARTICLE 19
VETERANS

SECTION 1

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

SECTION 2

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

SECTION 3

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

ARTICLE 20
LEAVES OF ABSENCE

SECTION 1

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

a. Illness leave (physical or mental); and
b. Prolonged illness of spouse or child.

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

SECTION 2

Upon Employer approval, leaves of absence for reasonable periods, not to exceed one (1) year, may be granted without loss of seniority for:

a. Serving in any union position; and
b. Educational purposes.

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

SECTION 3

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

SECTION 4

All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician, when requested by the Employer. In all cases of illness extending beyond seven (7) calendar days, the employee shall provide, upon request by the Employer and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. The Employer may waive the right, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted.

SECTION 5

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

SECTION 6

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

SECTION 7

Request for an extension of a leave of absence shall be submitted in writing to the department head no less than five (5) working days prior to the expiration date of the leave.

SECTION 8

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

SECTION 9

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

SECTION 10

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

SECTION 11

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

SECTION 12

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

ARTICLE 21
WORKING HOURS

SECTION 1

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

SECTION 2

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

SECTION 3

Any change in the number of work hours in a day or week shall be reviewed jointly by the parties.

SECTION 4

By way of definition:

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

b. A part time employee is regularly scheduled to work seven (7) or fewer hours in a day and/or thirty-five (35) or fewer hours in a week. The part time employee's work day shall consist of the normally scheduled hours of daily work for the purpose of crediting sick days, vacation days, and holidays.

c. 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.

SECTION 5

Each employee working six (6) or more consecutive hours shall be entitled to two (2) fifteen (15) minute breaks, one in the first half of their shift and one in the second half of their shift. Each employee working six (6) or more consecutive hours shall be entitled to a one (1) hour lunch period as established by past practice.

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

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

SECTION 10

The Medical Centre work schedule shall be posted two (2) weeks in advance. A Medical Centre employee shall not be scheduled to work consecutive weekends unless mutually agreed by the employee and the Employer.

SECTION 11

Sheriff Department employees work schedule to be posted three (3) weeks in advance. The Sheriff shall endeavor to provide each Cook working in the Sheriff Department every third (3rd) weekend off unless circumstances arise prohibiting such a schedule.

ARTICLE 22
OVERTIME

SECTION 1

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

a. All work performed by employees in excess of their normally scheduled hours in a day or shift. Normally scheduled hours shall mean either seven and one-half (7 1/2) hours or eight (8) hours contingent upon the operation of the department.

b. All work performed by employees in excess of their normally scheduled hours in a seven (7) consecutive day work week. Normally scheduled hours shall mean either thirty-seven and one-half (37 1/2) hours or forty (40) hours contingent upon the operation of the department.

c. The provisions of (a) and (b) shall be applied individually to each situation and not collectively. Employees shall not have overtime compounded by applying provisions (a) and (b) in the same instance.

d. Early reporting time: Any full time employee called to work before the start of their regular shift shall receive time and one-half (1 1/2) for the time worked prior to their normal start only.

SECTION 2

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

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

SECTION 3

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

SECTION 4

The Employer shall compensate the employee with compensatory time off or pay at the employee's option. Compensatory time shall be scheduled at the mutual convenience of the employee and the Employer.

ARTICLE 23
EQUALIZATION OF OVERTIME HOURS

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

ARTICLE 24
SHIFT PREFERENCE

SECTION 1

A. Employees covered by this Agreement shall be allowed once each year in February to exercise shift preference within their classification by department on the basis of seniority.

B. Vacancies that occur throughout the rest of the year shall be posted and employees shall be allowed to bid. The person with the highest seniority in that classification shall be allowed to move to the vacant position. Employees who perform specialized or unique functions for the Employer shall exercise shift preference only when a suitable replacement is trained and available, not to exceed thirty (30) days.

C. In the event of an emergency, the Employer shall not be prohibited from shift changes in order to provide continuous and effective service only during such emergency.

SECTION 2

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

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

SECTION 3

The Employer shall determine the shift designation of probationary employees.

ARTICLE 25
SICK DAYS

SECTION 1

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

SECTION 2

Full time employees shall accrue one (1) sick day per month for the first sixty (60) months of employment. Commencing the sixty-first (61st) month of employment full time employees shall accrue two (2) days a month.

SECTION 3

Any part time employee of the County, hired prior to January 1, 1986 who is regularly scheduled to work twenty (20) or more hours a week shall receive half (1/2) a sick day a month for the first sixty (60) months of employment. Commencing the sixty-first (61st) month, part time employees who are regularly scheduled to work twenty (20) or more hours a week shall receive one (1) sick day a month. A sick day shall be equal to the number of hours scheduled to work within a given twenty-four (24) hour period. Half a sick day is equal to half the number of hours scheduled to work within a given twenty-four (24) hour period.

Part time employees of the Medical Centre shall be eligible for sick day credit and accrual regardless of date of hire.

SECTION 4

Each employee shall be eligible to accrue sick days to a maximum of one hundred and twenty (120) days.

SECTION 5

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

SECTION 6

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

SECTION 7

An employee on an approved leave of absence shall be subject to all the provisions of Article 20, Leaves of Absence, as it may apply.

SECTION 8

The Employer may require the employee to provide a physician's statement in order to use sick days when a member of the immediate family is seriously or critically ill. The employee may not use more than ten (10) sick days.

SECTION 9

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

SECTION 10

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

SECTION 11

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

SECTION 12

Upon termination for any reason, each employee with twelve (12) or more months of employment shall be entitled to receive compensation for accrued sick days on a maximum accrual of one hundred and twenty (120) days as follows:

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

SECTION 13

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

SECTION 14

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

SECTION 15

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

SECTION 16

Employees may convert sick days to vacation days to a maximum of six (6) converted vacation days a year effective upon the execution date of this Agreement, in accordance with the following restrictions:

A. The employee shall have a balance of eighty (80) sick days to be eligible to convert sick days.

B. Sick days shall convert on a basis of two (2) sick days to one (1) vacation day.

C. Sick days shall only be converted to whole and not fractional vacation days.

D. Sick days in excess of the maximum accrual of 120 sick days shall be automatically converted to vacation days on the same basis as provided herein except that the six (6) day maximum shall not apply to the excess sick days.

ARTICLE 26
FUNERAL LEAVE

Members of the Bargaining Unit shall be allowed up to five (5) working days with pay as funeral leave days, to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Step-Parents, Brother, Sister, Wife or Husband, Son or Daughter, Step-Children, Mother-In-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Son-in-Law, Daughter-in-Law, Grandparents and Grandchildren.

ARTICLE 27
JURY DUTY

SECTION 1

An employee who is called to perform jury duty shall inform the Employer immediately.

SECTION 2

Employees on jury duty shall be paid regular pay for performing jury duty during regularly scheduled work hours. Pay for jury duty shall be returned to the Employer in lieu of regular salary.

SECTION 3

Time spent on jury duty shall not be deducted from sick days or vacation days, nor adversely effect any fringe benefits.

SECTION 4

Any reimbursements (by way of example; mileage, lodging, and/or reimbursable out-of-pocket expenses) shall belong to the employee. If such a reimbursement is paid as part of the jury pay, the County shall provide the reimbursement portion only to the employee with suitable documentation in a reasonable time and manner.

ARTICLE 28
INJURY LEAVE
(Worker's Compensation)

SECTION 1

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

SECTION 2

The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus federal, state, local and F.I.C.A. taxes.

SECTION 3

The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

SECTION 4

When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus normal authorized payroll deductions.

SECTION 5

Employees who elect not to supplement their Worker's Compensation, or who have no or insufficient sick days or who exhaust their sick days while on an injury leave, shall retain the Worker's Compensation check as directed by the County.

SECTION 6

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

ARTICLE 29
VACATIONS

SECTION 1

All full time County employees and those part time employees hired prior to January 1, 1986 shall be entitled to vacations according to the following schedule.

Years of Service	Full Time Employees Days	Part Time Employees Days
1 - 2	10	5
3 - 4	12	6
5 - 9	15	7 1/2
10 - 14	17	8 1/2
15 - 19	20	10
20 - 24	22	11
25+	25	12 1/2

Part time employees of the Medical Centre shall be eligible for vacation accrual regardless of date of hire.

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

the department head and employee. This provision shall mean that one (1) day and same day vacation requests shall not be prohibited by the department head.

SECTION 7

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

SECTION 8

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

SECTION 9

Employees may convert sick days to vacation days to a maximum of six (6) converted vacation days a year effective upon the execution date of this Agreement in accordance with the following restrictions:

a. The employee shall have a balance of eighty (80) sick days to be eligible to convert sick days.

b. Sick days shall convert on a basis of two (2) sick days to one (1) vacation day.

c. Sick days shall only be converted to whole and not fractional vacation days.

d. Sick days in excess of the maximum accrual of 120 sick days shall be automatically converted to vacation days on the same basis as provided herein except that the six (6) day maximum shall not apply to the excess sick days.

ARTICLE 30
HOLIDAYS

SECTION 1

All full time County employees and regularly scheduled part time employees of the Medical Centre and Library shall be entitled to the following paid holidays based upon the Employer's regular work day:

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 (November 11)
Thanksgiving Day
Friday following Thanksgiving Day
December 24 (whenever Christmas Day falls on Tuesday, Wednesday, Thursday, or Friday)
Christmas Day
December 31 (whenever New Years Day falls on Tuesday, Wednesday, Thursday, or Friday)

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

SECTION 2

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

SECTION 3

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

a. Monday through Friday scheduled departments
In the event a holiday falls on a Sunday, the holiday shall be celebrated on the following Monday. When a holiday falls on a Saturday, it shall be celebrated the preceding Friday.

b. Monday through Saturday scheduled departments
In the event a holiday falls on a Sunday, the holiday shall be celebrated on the following Monday. When a holiday falls on a Saturday, employees scheduled to work five (5) days shall be scheduled to work Monday through Thursday. Friday shall be considered the holiday and Saturday shall be a day off without pay.

c. Seven Day/Twenty-Four hour departments
Employees who work in an around-the-clock facility whose schedule would include at least one weekend day shall celebrate the holiday on the day it actually occurs. The employee who works the holiday shall receive two and one-half times their regular hourly rate. The employee who is not scheduled to work shall receive straight time pay.

SECTION 4

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

SECTION 5

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

SECTION 6

An employee who is authorized to work a holiday shall be entitled to compensation in accordance with Article 22 - Overtime.

ARTICLE 31
HEALTH CARE AND DENTAL INSURANCE

SECTION 1

Each full time regular employee and each part time regular employee normally scheduled to work twenty (20) or more hours a week shall be eligible to participate in the following Blue Cross/Blue Shield MVF-1, comprehensive hospitalization plan with the following riders which shall include eligible dependents. The core plan follows:

Hospital In-Stay Deductible $150 - Employee/$250 - Family
ML - Laboratory and X-Ray Expense Benefits
D45NM - TB and Nervous and Mental Expense Benefits
SAT-2 - Substance Abuse Programs
Medicare 2-1 - Medicare Complimentary Coverage
RP - Routine Pap Test
HC - Hospice Care
RM - Routine Mammogram
VST - Voluntary Sterilization
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
$3.00 Co-Pay - Prescription Drug Rider
Master Medical Option 3
Precertification
Case Management

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

a. Employees hired on or after July 1, 1985 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.

b. Employees hired prior to July 1, 1985 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after July 1, 1985 shall pay 50% of the rider premium costs and the County shall pay 50% of the premium costs.

c. Employees hired prior to July 1, 1985 with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 riders premium costs. Be it provided, however, that enrollment changes on or after July 1, 1985 shall be subject to the preceding subsection b.

d. Employee premium cost shall be paid by way of payroll deduction.

Part time regular employees should they choose to participate shall pay the total cost of health insurance premiums by way of a payroll deduction. The payroll deduction shall be made from the paycheck immediately prior to receipt of the health insurance statement.

SECTION 2

Each full time employee eligible to participate in the plan shall be entitled to select any one of the following

options in the place of the core 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 employees 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.

SECTION 3

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

SECTION 4

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

SECTION 5

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

A. CORE OPTION (Premium paid by the County)

* Plan 100 50/50 to an annual maximum of $600 per individual.
* Class III Orthodontia Plan 50/50 to a lifetime maximum of $1500 of $3000 per individual.

B. OPTION I

* $200 to a flexible reimbursement account.

C. OPTION II

* $150 cash rebate.

SECTION 6

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

SECTION 7

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 32
LIFE INSURANCE

SECTION 1

A full time employee shall be eligible for life insurance in the amount of $25,000. Effective upon the earliest date following the ratification by the parties the life insurance amount shall increase to $35,000 and shall include an A.D. & D. Rider.

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

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

SECTION 2

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

SECTION 3

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

ARTICLE 33
ACT OF GOD

SECTION 1

In the event of a natural or man-made disaster or emergency, the Chairperson or Vice-Chairperson of the Board of Commissioners, the County Administrator/Controller or Deputy Administrator/Controller, may declare the same and authorize the pay of those employees unable to report to work. Any employee who reports to work shall receive compensatory time or straight pay for the work performed.

SECTION 2

In the event any member or members of the Bargaining Unit are sent home from work or advised not to report to work for reason other than discipline by the Employer, those employees shall receive their full day's pay for that day.

ARTICLE 34
SERVICE RECOGNITION

SECTION 1

The Employer shall recognize an employee's years of continuous full time service by providing a percentage of salary not to exceed the maximum payment as follows:

Years of Service	Percentage	Maximum Payment
5 - 9	2%	$ 500
10 - 14	4%	$1,000
15 - 19	6%	$1,500
20 - 24	8%	$2,000
25 +	10%	$2,500

SECTION 2

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

ARTICLE 35
UNIFORM ALLOWANCE

SECTION 1

The Employer shall provide a uniform allowance to all employees who are required to wear a uniform.

SECTION 2

A Two Hundred Dollar ($200.00) uniform allowance shall be paid in equal quarterly amounts in January, April, July and October.

SECTION 3

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

SECTION 4

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

SECTION 5

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

ARTICLE 36
MILEAGE ALLOWANCE

SECTION 1

Employees who use their personal vehicles on business required by the Employer shall be reimbursed by one of the following methods in Section 2, which shall not be utilized until such time as the Employer is notified that an employee is desirous of utilizing said section, or Section 3 as determined by the employee.

SECTION 2

Gasoline mileage shall be paid according to the following schedule, which increases at a rate of one-half (1/2) cent per mile for each five cents (.05) per gallon increase in the price of non-leaded gasoline:

Price/Gallon	Allowance	Price/Gallon	Allowance
$1.31 to 1.35	$ .22 1/2 mile	$1.66 to 1.70	$ .26
1.36 to 1.40	.23	1.71 to 1.75	.26 1/2
1.41 to 1.45	.23 1/2	1.76 to 1.80	.27
1.46 to 1.50	.24	1.81 to 1.85	.27 1/2
1.51 to 1.55	.24 1/2	1.86 to 1.90	.28
1.56 to 1.60	.25	1.91 to 1.95	.28 1/2
1.61 to 1.65	.25 1/2	1.96 to 2.00	.29

a. Prices based on an average pump price of five (5) historically utilized stations on the third (3rd) Monday of each month.
b. The mileage rate in effect for each quarter will be distributed to each location by the third Friday of the month ending the quarter. The rate shall be effective the first day beginning the next quarter. Mileage is paid subsequent to submission for reimbursement.

SECTION 3

Employees who use their personal vehicle on business required by the County shall be reimbursed at the maximum non-taxable rate allowable by the U.S. Department of Internal Revenue.

ARTICLE 37
RETIREMENT BENEFIT

SECTION 1

All full time regular employees shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan.

SECTION 2

The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. Each employee shall contribute five percent (5%) of their total gross wages by way of biweekly payroll deduction.

SECTION 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.

SECTION 4

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

Years of Service	Annual Multiplier
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 percent (69.6%).

SECTION 5

A retiring employee shall be eligible to participate in the health care program established by the retirement plan upon attaining eleven (11) years of service. An employee with eleven (11) years of service but less than twenty (20) shall prepay the total premium cost established by the plan. Employees with twenty (20) or more years shall not be required to pay the premium for basic coverage.

SECTION 6

Individual bargaining unit members employed as of September 9, 1992 shall be entitled to select either the plan provided herein or maintain the plan in effect prior. Bargaining unit members employed or reemployed on or after September 9, 1992 shall be subject to the plan provided herein. Individual employee selections shall be made prior to June 30, 1995 or be subject to the plan provided herein.

ARTICLE 38
EQUIPMENT, TOOLS AND SUPPLIES

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

ARTICLE 39
UNION BULLETIN BOARDS

The Union may use a bulletin board which shall be located at each location leased or owned by the County and designated for use by the County. The bulletin board shall be located in a convenient place for the purpose of posting notices of the following activities:

a. Notices of union recreational and social events.
b. Notices of union elections.
c. Notices of results of union elections.
d. Notices of union meetings.

ARTICLE 40
WORK PERFORMED BY ADMINISTRATIVE PERSONNEL

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

ARTICLE 41
SAFE WORKING ENVIRONMENT

SECTION 1

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

SECTION 2

The Employer or the Union shall, in writing, communicate its concern in the form of a safety recommendation. The safety recommendation shall identify the location, setting, danger, and remedy in the issue.

SECTION 3

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

SECTION 4

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

SECTION 5

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

ARTICLE 42
WITHHOLDING OF PROFESSIONAL SERVICES

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

ARTICLE 43
WAGE SCHEDULE #1
JULY 1, 1991

I. - CLERICAL/ACCOUNTING SERIES

	START	6 MOS.	1 YEAR	2YEAR	3YEAR
Account Clerk I	18,073	18,366	18,685	19,346	20,028
Account Clerk II	20,764	21,133	21,523	22,328	23,159
Account Clerk III	22,328	22,687	23,159	24,042	24,971
Accountant	26,438	26,882	27,491	28,592	29,741
Business Off. Manager	29,741	30,354	30,973	32,191	33,393
Clerk	16,896	17,191	17,486	18,073	18,685
Clerk Stenographer	18,685	19,026	19,346	20,028	20,764
Clerk Typist I	17,780	18,073	18,366	19,026	19,686
Clerk Typist II	18,685	19,026	19,346	20,028	20,764
Elections Clerk	19,687	20,028	20,398	21,133	21,915
Fiscal/Risk Mgmt Coordinator	28,689	29,132	29,743	30,842	31,992
Legal Stenographer	21,523	21,915	22,328	23,159	24,042
Payroll Supervisor	23,159	23,602	24,042	24,971	25,950
Secretary	20,764	21,133	21,523	22,328	23,159
Vital Statistics Clerk	19,687	20,028	20,398	21,133	21,915

II. MAINTENANCE UNSKILLED SERIES

Appraiser Trainee	20,455	20,829	21,204	22,138	22,816
Bookmobile Driver	21,513	21,903	22,297	23,123	23,982
Cook I	17,859	18,159	18,455	19,059	19,741
Cook II	19,059	19,384	19,741	20,416	21,145
Custodian I	16,113	16,358	16,626	17,191	17,780
Custodian II	19,687	20,028	20,398	21,133	21,915
Dog Warden I	20,764	21,133	21,523	22,328	23,159
Dog Warden II	21,523	21,915	22,328	23,159	24,042
Drain Commission Laborer	19,687	20,028	20,398	21,133	21,915
Homemaker/Homeaide	14,669	14,895	15,144	15,622	16,118
Machine Operator I	17,780	18,073	18,366	19,026	19,686
Machine Operator II	20,764	21,133	21,523	22,328	23,159
Maintenance Worker	21,422	21,815	22,220	23,051	23,932
Senior Maintenance Worker	23,159	23,602	24,042	24,971	25,950

SCHEDULE 1
CONT'D.

III. HOURLY RATED EMPLOYEES

	START	6 MOS.	1 YEAR	2 YEAR	3 YEAR
Asst. Branch Librarian	8.13	8.29	8.40	8.66	8.99
Branch Librarian	8.99	9.11	9.28	9.58	9.92
Dental Hygienist	15.70				
Housekeeper	7.81	7.91	8.09	8.33	8.56
Kitchen Aide	7.81	7.91	8.09	8.33	8.56
Licensed Practical Nurse	9.65	9.82	9.99	10.35	10.73
Nurses Aide	7.81	7.91	8.09	8.33	8.56
Physical Therapy Assistant	9.65	9.82	9.99	10.35	10.73

IV. TECHNICAL/PROFESSIONAL SERIES

Appraiser I	23,602	24,042	24,506	25,436	26,438
Appraiser II	27,113	27,629	28,167	29,267	30,417
Bookmender	15,870	16,088	16,358	16,898	17,486
Communication Tech.	20,764	21,133	21,523	22,328	23,159
Computer Operator	22,549	22,967	23,400	24,283	25,481
Dental Aide/Clerk	17,780	18,073	18,366	19,026	19,687
Drain Fieldman	24,258	24,721	25,193	26,167	27,189
Environmental Health Clerk	17,780	18,073	18,366	19,026	19,686
4-H Program Assistant	17,780	18,073	18,366	19,026	19,686
Home Economist	25,950	26,438	26,953	28,029	29,151
Laboratory Technician	19,579	19,872	20,167	20,825	21,486
Landfill Attendant	16,113	16,358	16,626	17,191	17,780
Librarian IA	24,971	25,436	25,950	26,953	28,029
Librarian I	26,953	27,491	28,029	29,151	30,354
Librarian II	29,151	29,741	30,354	31,600	32,766
Librarian III	30,354	30,965	31,600	32,766	33,886
Library Assistant I	18,366	18,685	19,036	19,686	20,398
Library Assistant II	20,764	21,133	21,523	22,328	23,159
Nutrition Dietician	22,328	22,687	23,159	24,042	24,968
Planner I	26,438	26,882	27,491	28,592	29,741
Planner II	29,151	29,741	30,354	31,600	32,766
Planner III	35,341	35,916	36,505	37,640	38,669
Preprofessional I	23,159	23,602	24,042	24,971	25,950
Preprofessional II	24,506	24,971	25,436	26,438	27,492
Professional Engineer	34,149	34,861	35,590	37,079	38,647

SCHEDULE 1 - July 1, 1991
CONTD.

IV. TECHNICAL/PROFESSIONAL SERIES, CONTD.

Property Survey Draftsman I	20,764	21,133	21,523	22,328	23,159
Property Survey Draftsman II	22,328	22,687	23,159	24,042	24,968
Purchasing Agent	28,801	29,246	29,855	30,956	32,105
Sanitarian	28,592	29,151	29,741	30,968	32,199
Senior Appraiser	30,754	31,367	31,986	33,204	34,406
Senior Communications Technician	23,159	23,602	24,042	24,971	25,950
Vision & Hearing Technician	20,764	21,133	21,523	22,328	23,159

ARTICLE 43
WAGE SCHEDULE #2
JULY 1, 1992

I. - CLERICAL/ACCOUNTING SERIES

	START	6 MOS.	1 YEAR	2YEAR	3YEAR
Account Clerk I	18,796	19,101	19,432	20,120	20,829
Account Clerk II	21,594	21,978	22,384	23,221	24,085
Account Clerk III	23,221	23,594	24,085	25,003	25,970
Accountant	27,495	27,957	28,591	29,735	30,931
Business Off. Manager	30,931	31,569	32,212	33,479	34,729
Clerk	17,572	17,879	18,185	18,996	19,432
Clerk Stenographer	19,432	19,787	20,120	20,829	21,595
Clerk Typist I	18,491	18,796	19,101	19,787	20,473
Clerk Typist II	19,432	19,787	20,120	20,829	21,595
Elections Clerk	20,474	20,829	21,213	21,978	22,792
Fiscal/Risk Mgmt Coordinator	29,837	30,298	30,931	32,076	33,272
Legal Stenographer	22,384	22,791	23,221	24,085	25,004
Payroll Supervisor	24,085	24,546	25,003	25,970	26,988
Secretary	21,594	21,978	22,384	23,221	24,085
Vital Statistics Clerk	20,474	20,829	21,213	21,978	22,792

II. MAINTENANCE UNSKILLED SERIES

Appraiser Trainee	21,273	21,662	22,052	23,024	23,728
Bookmobile Driver	22,374	22,780	23,188	24,048	24,941
Cook I	18,573	18,886	19,193	19,821	20,531
Cook II	19,821	20,159	20,531	21,233	21,991
Custodian I	16,757	17,012	17,292	17,879	18,491
Custodian II	20,474	20,829	21,214	21,978	22,792
Dog Warden I	21,594	21,978	22,384	23,221	24,085
Dog Warden II	22,384	22,791	23,221	24,085	25,004
Drain Commission Laborer	20,474	20,829	21,213	21,978	22,792
Homemaker/Homeaide	15,256	15,491	15,750	16,247	16,763
Machine Operator I	18,491	18,796	19,101	19,787	20,473
Machine Operator II	21,594	21,978	22,384	23,221	24,085
Maintenance Worker	22,279	22,688	23,108	23,973	24,890
Senior Maintenance Worker	24,085	24,546	25,004	25,970	26,988

SCHEDULE 2 - July 1, 1992
CONT'D.

III. HOURLY RATED EMPLOYEES

	START	6 MOS.	1 YEAR	2 YEAR	3 YEAR
Asst. Branch Librarian	8.46	8.62	8.74	9.01	9.35
Branch Librarian	9.35	9.47	9.65	9.96	10.32
Dental Hygienist	16.33				
Housekeeper	8.12	8.23	8.42	8.66	8.90
Kitchen Aide	8.12	8.23	8.42	8.66	8.90
Licensed Practical Nurse	10.04	10.21	10.39	10.76	11.16
Nurses Aide	8.12	8.23	8.42	8.66	8.90
Physical Therapy Assistant	10.04	10.21	10.39	10.76	11.16

IV. TECHNICAL/PROFESSIONAL SERIES

Appraiser I	24,546	25,003	25,486	26,454	27,496
Appraiser II	28,197	28,734	29,294	30,437	31,634
Bookmender	16,505	16,731	17,012	17,574	18,185
Communication Tech.	21,594	21,978	22,384	23,221	24,085
Computer Operator	23,451	23,886	24,336	25,254	26,500
Dental Aide/Clerk	18,491	18,796	19,101	19,787	20,473
Drain Fieldman	25,228	25,710	26,201	27,214	28,277
Environmental Health Clerk	18,491	18,796	19,101	19,787	20,474
4-H Program Assistant	18,491	18,796	19,101	19,787	20,474
Home Economist	26,988	27,495	28,031	29,150	30,317
Laboratory Technician	20,362	20,667	20,973	21,658	22,345
Landfill Attendant	16,758	17,012	17,292	17,879	18,491
Librarian IA	25,970	26,453	26,988	28,031	29,150
Librarian I	28,031	28,591	29,150	30,317	31,568
Librarian II	30,317	30,931	31,569	32,864	34,077
Librarian III	31,569	32,204	32,864	34,077	35,242
Library Assistant I	19,101	19,432	19,798	20,474	21,214
Library Assistant II	21,594	21,978	22,384	23,221	24,085
Nutrition Dietician	23,221	23,594	24,085	25,003	25,967
Planner I	27,496	27,957	28,591	29,735	30,931
Planner II	30,317	30,931	31,569	32,864	34,077
Planner III	36,755	37,353	37,965	39,146	40,216
Preprofessional I	24,085	24,546	25,003	25,970	26,988
Preprofessional II	25,486	25,970	26,454	27,495	28,592
Professional Engineer	35,515	36,255	37,013	38,562	40,193

SCHEDULE 2 - July 1, 1992
CONTD.

IV. TECHNICAL/PROFESSIONAL SERIES, CONTD.

Property Survey Draftsman I	21,594	21,978	22,384	23,221	24,085
Property Survey Draftsman II	23,221	23,594	24,085	25,003	25,967
Purchasing Agent	29,953	30,416	31,049	32,194	33,389
Sanitarian	29,736	30,317	30,931	32,207	33,487
Senior Appraiser	31,984	32,622	33,266	34,532	35,783
Senior Communications Technician	24,085	24,546	25,003	25,970	26,988
Vision & Hearing Technician	21,594	21,978	22,384	23,221	24,085

ARTICLE 43
WAGE SCHEDULE #3
JANUARY 1, 1993

I. - CLERICAL/ACCOUNTING SERIES

	START	6 MOS.	1 YEAR	2YEAR	3YEAR
Library Service Secretary	22,279	22,688	23,108	23,973	24,890

II. MAINTENANCE UNSKILLED SERIES

Equipment/Repair Operator	21,594	21,978	22,384	23,221	24,085

III. HOURLY RATED EMPLOYEES

Sanitary Landfill Attendant II	$ 8.94	9.07	9.20	9.50	9.80

IV. TECHNICAL/PROFESSIONAL SERIES

Sanitarian II	31,151	31,632	32,291	33,482	34,827
Sanitarian III	32,272	32,770	33,454	34,693	35,987

ARTICLE 43
WAGE SCHEDULE #4
JULY 1, 1993

I. - CLERICAL/ACCOUNTING SERIES

	START	6 MOS.	1 YEAR	2YEAR	3YEAR
Account Clerk I	19,548	19,865	20,209	20,925	21,663
Account Clerk II	22,458	22,857	23,279	24,150	25,048
Account Clerk III	24,150	24,538	25,048	26,003	27,009
Accountant	28,595	29,075	29,735	30,925	32,168
Business Off. Manager	32,168	32,831	33,501	34,818	36,118
Clerk	18,275	18,594	18,912	19,548	20,209
Clerk Stenographer	20,209	20,578	20,925	21,663	22,458
Clerk Typist I	19,231	19,548	19,865	20,578	21,293
Clerk Typist II	20,209	20,578	20,925	21,663	22,458
Elections Clerk	21,293	21,663	22,062	22,857	23,703
Fiscal/Risk Mgmt Coordinator	31,030	31,510	32,168	33,359	34,603
Legal Stenographer	23,279	23,703	24,150	25,048	26,003
Library Service Secretary	23,170	23,595	24,033	24,931	25,885
Payroll Supervisor	25,048	25,528	26,003	27,009	28,068
Secretary	22,458	22,857	23,279	24,150	25,048
Vital Statistics Clerk	21,293	21,663	22,062	22,857	23,703

II. MAINTENANCE UNSKILLED SERIES

Appraiser Trainee	22,124	22,529	22,934	23,945	24,677
Bookmobile Driver	23,269	23,691	24,116	25,010	25,939
Cook I	19,316	19,641	19,961	20,614	21,352
Cook II	20,614	20,965	21,352	22,082	22,871
Custodian I	17,428	17,693	17,983	18,594	19,231
Custodian II	21,293	21,663	22,062	22,857	23,703
Dog Warden I	22,458	22,857	23,279	24,150	25,048
Dog Warden II	23,279	23,703	24,150	25,048	26,003
Drain Commission Laborer	21,293	21,663	22,062	22,857	23,703
Equipment Repair/Operator	22,458	22,857	23,279	24,150	25,048
Homemaker/Homeaide	15,866	16,110	16,380	16,897	17,433
Machine Operator I	19,231	19,548	19,865	20,578	21,293
Machine Operator II	22,458	22,857	23,279	24,150	25,048
Maintenance Worker	23,170	23,595	24,033	24,931	25,885
Senior Maintenance Worker	25,048	25,528	26,003	27,009	28,068

SCHEDULE 3 - July 1, 1993
CONT'D.

III. HOURLY RATED EMPLOYEES

	START	6 MOS.	1 YEAR	2 YEAR	3 YEAR
Asst. Branch Librarian	8.80	8.97	9.09	9.37	9.72
Branch Librarian	9.72	9.85	10.03	10.36	10.73
Dental Hygienist	16.99				
Housekeeper	8.45	8.56	8.75	9.01	9.26
Kitchen Aide	8.45	8.56	8.75	9.01	9.26
Licensed Practical Nurse	10.44	10.62	10.81	11.19	11.61
Nurses Aide	8.45	8.56	8.75	9.01	9.26
Physical Therapy Assistant	10.44	10.62	10.81	11.19	11.61
Sanitary Landfill Attendant II	9.30	9.43	9.57	9.88	10.19

IV. TECHNICAL/PROFESSIONAL SERIES

Appraiser I	25,528	26,003	26,505	27,512	28,595
Appraiser II	29,325	29,883	30,466	31,655	32,899
Bookmender	17,165	17,401	17,693	18,277	18,912
Communication Tech.	22,458	22,857	23,279	24,150	25,048
Computer Operator	24,389	24,841	25,309	26,264	27,560
Dental Aide/Clerk	19,231	19,548	19,865	20,578	21,293
Drain Fieldman	26,237	26,738	27,249	28,303	29,407
Environmental Health Clerk	19,231	19,548	19,865	20,578	21,293
4-H Program Assistant	19,231	19,548	19,865	20,578	21,293
Home Economist	28,068	28,595	29,152	30,316	31,530
Laboratory Technician	21,177	21,494	21,812	22,524	23,240
Landfill Attendant	17,428	17,693	17,983	18,594	19,231
Librarian IA	27,009	27,512	28,068	29,152	30,316
Librarian I	29,152	29,735	30,316	31,530	32,831
Librarian II	31,530	32,168	32,831	34,179	35,440
Librarian III	32,831	33,492	34,179	35,440	36,651
Library Assistant I	19,865	20,209	20,590	21,293	22,062
Library Assistant II	22,458	22,857	23,279	24,150	25,048
Nutrition Dietician	24,150	24,538	25,048	26,003	27,006
Planner I	28,595	29,075	29,735	30,925	32,168
Planner II	31,530	32,168	32,831	34,179	35,440
Planner III	38,225	38,847	39,484	40,711	41,825
Preprofessional I	25,048	25,528	26,003	27,009	28,068
Preprofessional II	26,505	27,009	27,512	28,595	29,735
Professional Engineer	36,936	37,705	38,494	40,105	41,801

*SCHEDULE 3 - July 1, 1993
CONTD.

IV. TECHNICAL/PROFESSIONAL SERIES, CONTD.

Property Survey Draftsman I	22,458	22,857	23,279	24,150	25,048
Property Survey Draftsman II	24,150	24,538	25,048	26,003	27,006
Purchasing Agent	31,151	31,632	32,291	33,482	34,725
Sanitarian	30,925	31,530	32,168	33,495	34,827
Sanitarian II	32,397	32,898	33,583	34,821	36,114
Sanitarian III	33,563	34,080	34,792	36,081	37,426
Senior Appraiser	33,263	33,927	34,596	35,914	37,214
Senior Communications Technician	25,048	25,528	26,003	27,009	28,068
Vision & Hearing Technician	22,458	22,857	23,279	24,150	25,048

ARTICLE 43
WAGE SCHEDULE #5
JULY 1, 1994

I. - CLERICAL/ACCOUNTING SERIES

	START	6 MOS.	1 YEAR	2YEAR	3YEAR
Account Clerk I	20,330	20,660	21,018	21,762	22,529
Account Clerk II	23,356	23,771	24,210	25,116	26,050
Account Clerk III	25,116	25,519	26,050	27,044	28,089
Accountant	29,738	30,239	30,924	32,162	33,454
Business Off. Manager	33,454	34,145	34,841	36,211	37,563
Clerk	19,006	19,338	19,669	20,330	21,018
Clerk Stenographer	21,018	21,401	21,762	22,529	23,356
Clerk Typist I	20,000	20,330	20,660	21,401	22,144
Clerk Typist II	21,018	21,401	21,762	22,529	23,356
Elections Clerk	22,144	22,529	22,944	23,771	24,651
Fiscal/Risk Mgmt Coordinator	32,272	32,770	33,454	34,693	35,987
Legal Stenographer	24,210	24,651	25,116	26,050	27,044
Library Service Secretary	24,097	24,539	24,993	25,929	26,921
Payroll Supervisor	26,050	26,549	27,044	28,089	29,190
Secretary	23,356	23,771	24,210	25,116	26,050
Vital Statistics Clerk	22,144	22,529	22,944	23,771	24,651

II. MAINTENANCE UNSKILLED SERIES

Appraiser Trainee	23,009	23,430	23,851	24,903	25,664
Bookmobile Driver	24,200	24,638	25,081	26,011	26,977
Cook I	20,089	20,427	20,759	21,439	22,207
Cook II	21,439	21,804	22,207	22,965	23,786
Custodian I	18,125	18,401	18,703	19,338	20,000
Custodian II	22,144	22,529	22,944	23,771	24,651
Dog Warden I	23,356	23,771	24,210	25,116	26,050
Dog Warden II	24,210	24,651	25,116	26,050	27,044
Drain Commission Laborer	22,144	22,529	22,944	23,771	24,651
Equipment Repair/Operator	23,356	23,771	24,210	25,116	26,050
Homemaker/Homeaide	16,501	16,755	17,035	17,572	18,130
Machine Operator I	20,000	20,330	20,660	21,401	22,144
Machine Operator II	23,356	23,771	24,210	25,116	26,050
Maintenance Worker	24,097	24,539	24,994	25,929	26,921
Senior Maintenance Worker	26,050	26,549	27,044	28,089	29,190

SCHEDULE 4 - July 1, 1994
CONT'D.

III. HOURLY RATED EMPLOYEES

	START	6 MOS.	1 YEAR	2 YEAR	3 YEAR
Asst. Branch Librarian	9.15	9.32	9.45	9.74	10.11
Branch Librarian	10.11	10.25	10.44	10.77	11.16
Dental Hygienist	17.66				
Housekeeper	8.79	8.90	9.10	9.37	9.63
Kitchen Aide	8.79	8.90	9.10	9.37	9.63
Licensed Practical Nurse	10.86	11.04	11.24	11.64	12.07
Nurses Aide	8.79	8.90	9.10	9.37	9.63
Physical Therapy Assistant	10.86	11.04	11.24	11.64	12.07
Sanitary Landfill Attendant II	9.67	9.81	9.95	10.28	10.60

IV. TECHNICAL/PROFESSIONAL SERIES

Appraiser I	26,549	27,044	27,565	28,612	29,739
Appraiser II	30,498	31,078	31,684	32,921	34,215
Bookmender	17,852	18,097	18,401	19,008	19,669
Communication Tech.	23,356	23,772	24,210	25,116	26,050
Computer Operator	25,365	25,835	26,322	27,315	28,663
Dental Aide/Clerk	20,000	20,330	20,660	21,401	22,144
Drain Fieldman	27,287	27,808	28,339	29,435	30,584
Environmental Health Clerk	20,000	20,330	20,660	21,401	22,144
4-H Program Assistant	20,000	20,330	20,660	21,401	22,144
Home Economist	29,190	29,739	30,318	31,529	32,791
Laboratory Technician	22,024	22,354	22,685	23,425	24,169
Landfill Attendant	18,125	18,401	18,703	19,338	20,000
Librarian IA	28,089	28,612	29,190	30,318	31,529
Librarian I	30,318	30,924	31,529	32,791	34,145
Librarian II	32,791	33,454	34,145	35,546	36,858
Librarian III	34,145	34,831	35,546	36,858	38,117
Library Assistant I	20,660	21,018	21,413	22,144	22,944
Library Assistant II	23,356	23,772	24,210	25,116	26,050
Nutrition Dietician	25,116	25,519	26,050	27,044	28,086
Planner I	29,739	30,239	30,924	32,162	33,454
Planner II	32,791	33,454	34,145	35,546	36,858
Planner III	39,754	40,401	41,063	42,340	43,498
Preprofessional I	26,050	26,549	27,044	28,089	29,190
Preprofessional II	27,565	28,089	28,612	29,739	30,924
Professional Engineer	38,413	39,214	40,034	41,709	43,473

SCHEDULE 4 - July 1, 1994
CONTD.

IV. TECHNICAL/PROFESSIONAL SERIES, CONTD.

Property Survey Draftsman I	23,356	23,772	24,210	25,116	26,050
Property Survey Draftsman II	25,116	25,519	26,050	27,044	28,086
Purchasing Agent	32,397	32,898	33,583	34,821	36,114
Sanitarian	32,162	32,791	33,454	34,835	36,220
Sanitarian II	33,693	34,214	34,926	36,214	37,559
Sanitarian III	34,906	35,443	36,184	37,524	38,923
Senior Appraiser	34,594	35,284	35,980	37,350	38,702
Senior Communications Technician	26,050	26,549	27,044	28,089	29,190
Vision & Hearing Technician	23,356	23,772	24,210	25,116	26,050

ARTICLE 44
TERMINATION OF AGREEMENT

This Agreement shall be in effect and become operative on July 1, 1991 and shall continue in operation and effect through June 30, 1995. If either party hereto desires to terminate, modify, or amend this Agreement, it shall give notice at least sixty (60) days prior to June 30, 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 July 1, 1995 subject to termination or modification thereafter by either party upon sixty (60) days written notice.

FOR THE UNION	FOR THE COUNTY
Cathy A. Torrey	Mary Mecklenburg Chairman Board of Commissioners
Donald B. Nd	Marion Sargent County Clerk/Register
May 7, 1993 Date	Date

LETTER OF UNDERSTANDING
ARTICLE 18
JOB POSTING

In accordance with Article 18 - Job Posting, Section 1, the County of St. Clair and the AFSCME Local 1089 do hereby agree that job postings shall be made at the following locations, until or unless otherwise mutually agreed:

County Building
Public Library
Annex Building
Memphis Branch Library
St. Clair Branch Library
Yale Branch Library
Capac Branch Library
Clay Township Branch Library
G. Lynn Campbell Branch Library
Marine City Branch Library
Marysville Branch Library
Public Service Building
Goodells Park Building
Animal Shelter
Algonac Health Department
Dental Clinic

FOR THE EMPLOYER

DATE May 6, 1993

FOR THE UNION

Cathy A. Torey

DATE May 7, 1993

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 21 - WORKING HOURS

The County of St. Clair and the Public Service Employees Local 1089 - AFSCME hereby establish and agree as follows:

1. Non-Bargaining Unit persons, whose compensation in part or in the whole is provided through a community assistance program or federal or state seasonal or temporary employment assistance program, shall not be used to replace a regularly scheduled Bargaining Unit member as a means of avoiding overtime.

2. Non-Bargaining Unit employees of the County shall not be prohibited from performing work or tasks commonly performed by bargaining unit members when such work is:

   a. Related to the normal work of the non-bargaining unit member.
   b. Expedient to the effective and reasonable delivery of services.
   c. Related to the instruction and training of employees.
   d. Related to job evaluation or time study, etc.

3. The Medical Centre shall continue to utilize auxiliary persons at the discretion of the Employer to provide non-nursing care functions.

FOR THE EMPLOYER

DATE May 6, 1993

FOR THE UNION

Cathy A. Torney

DATE May 7, 1993

LETTER OF UNDERSTANDING
ARTICLE 29 - VACATIONS

The County of St. Clair and Local 1089 AFSCME hereby establish and agree that the following Bargaining Unit members employed at the Library are entitled to vacation credits according to the policy in effect at the date of their hire as stipulated below:

1. Professional employees shall be entitled to twenty (20) vacation days a year under the terms of this Agreement. Upon completion of twenty (20) years of service, the employee shall be entitled to vacation credit in accordance with the schedule provided in Article 29 - Vacations, Section 1. The employees affected are:

Datres, Lorraine
King, Barbara
Wager-Gregowski, Judith
Rose, Janet

2. Non-professional and preprofessional employees shall be entitled to vacation days according to the following schedule under the terms of this Agreement:

Years of Service	Days
1 - 5	15
6	16
7	17
8	18
9	19
10	20

3. The non-professional and preprofessional employees affected are:

Tomalo, Mary
Vandenbossche, Rosaline
Kemp, Marianne
Warren, Mary

4. On their fifteen (15) year anniversary of employment, the aforementioned non-professional and preprofessional employees shall be entitled to vacation credit in accordance with the schedule provided in Article 29 - Vacations, Section 1.

5. Employees not specifically identified in this Letter of Understanding shall be entitled to vacation in accordance with Article 29 - Vacations, Section 1.

FOR THE EMPLOYER

DATE May 6, 1993

FOR THE UNION

DATE May 7, 1993

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 30 - HOLIDAYS

The County of St. Clair and the Public Service Employees Local 1089 - AFSCME hereby establish and agree that Section 3.b. shall be applied as follows when Christmas Eve (December 24) and New Year's Eve (December 31) occur on a Saturday:

1. Employees scheduled to work five (5) days shall be scheduled to work Monday through Friday.

2. Saturday shall not be a scheduled work day.

3. Saturday shall not be a paid day.

FOR THE EMPLOYER

DATE May 6, 1993

FOR THE UNION

Cathey A. Toney

DATE May 7, 1993

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 37
RETIREMENT

The County of St. Clair, and the Public Services Employees - AFSCME, Local 1089, 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 37 - 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. The election shall be made prior to the termination of the contract or the employee shall be subject to the modified plan.

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 May 6, 1993

FOR THE UNION

DATE May 7, 1993

LETTER OF UNDERSTANDING
REGARDING
MEDICAL CENTRE CLOSURE

The County of St. Clair and the Public Service Employees - AFSCME Local 1089 do hereby establish and agree that certain employees of the Medical Centre shall be eligible for the following considerations.

A. BLUE CROSS/BLUE SHIELD

Any employee who participated in the Blue Cross/Blue Shield Plan sponsored by the County, employed until the Medical Centre closed shall be entitled to one (1) additional month of coverage at the County's expense. The coverage shall be considered as the first month of the C.O.B.R.A. period.

B. C.O.B.R.A.

Any employee electing to continue insurance coverage through C.O.B.R.A. shall not be required to pay the normal two percent (2%) administrative fee.

C. JOB POSTINGS

Any employee who applies for a vacant position with the County during the time in which they have recall rights shall be entitled to evaluation points as follows:

Examination Results.....45%
Qualification Evaluation.....30%
(10% for each factor of education, experience, skills/ability)
Oral Interview.....10%
Seniority (upon layoff).....15%
(2% for each year of seniority)

FOR THE EMPLOYER

DATE May 6, 1993

FOR THE UNION

Cathey A. Torney

DATE May 7, 1993