

6/30/94

A G R E E M E N T

BETWEEN

THE ST. CLAIR COUNTY
BOARD OF COMMISSIONERS

AND

THE ST. CLAIR COUNTY
SHERIFF'S DEPARTMENT SUPERVISORS
LOCAL 1518, COUNCIL 25
AFSCME, AFL-CIO

1990 - 1994

St. Clair County

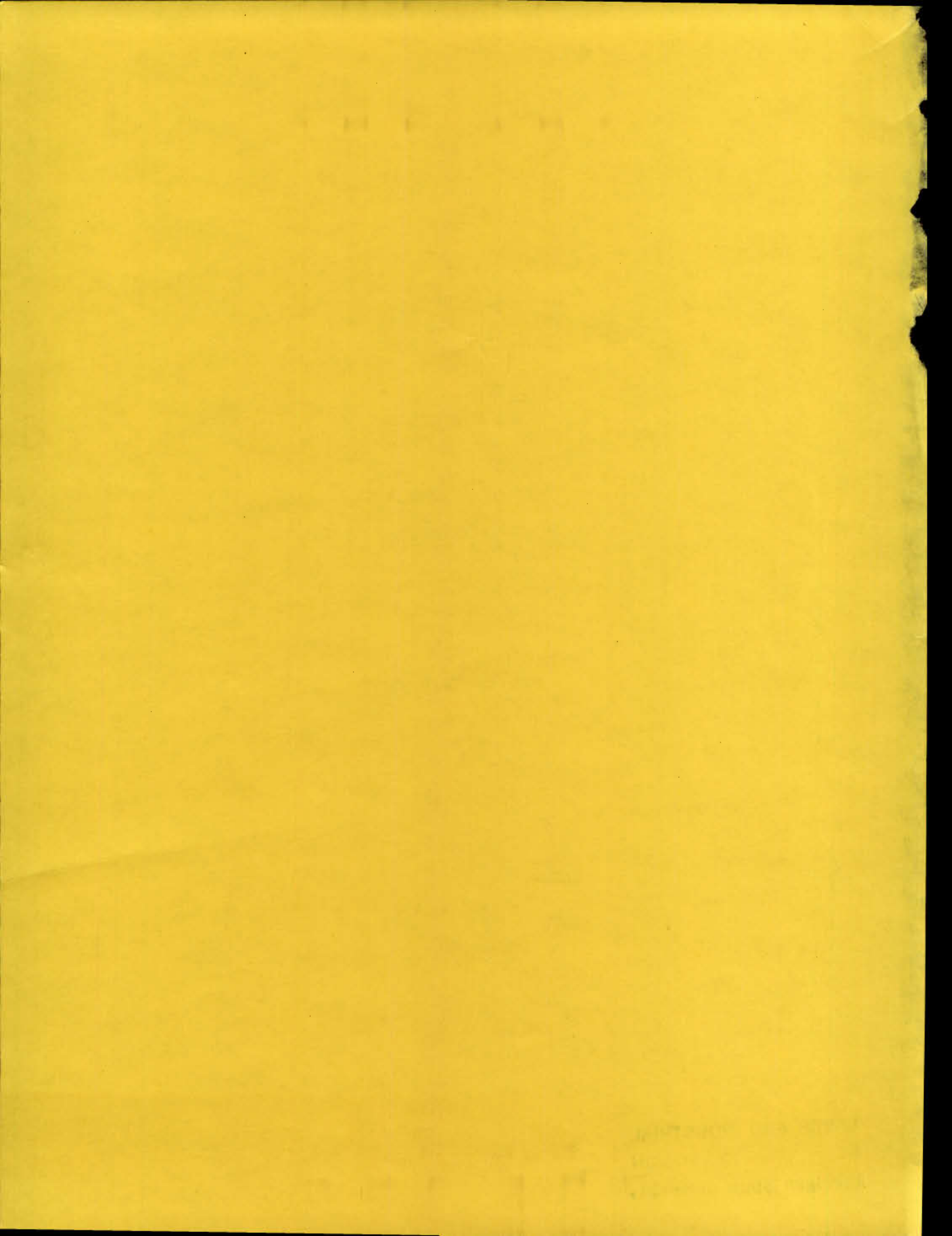
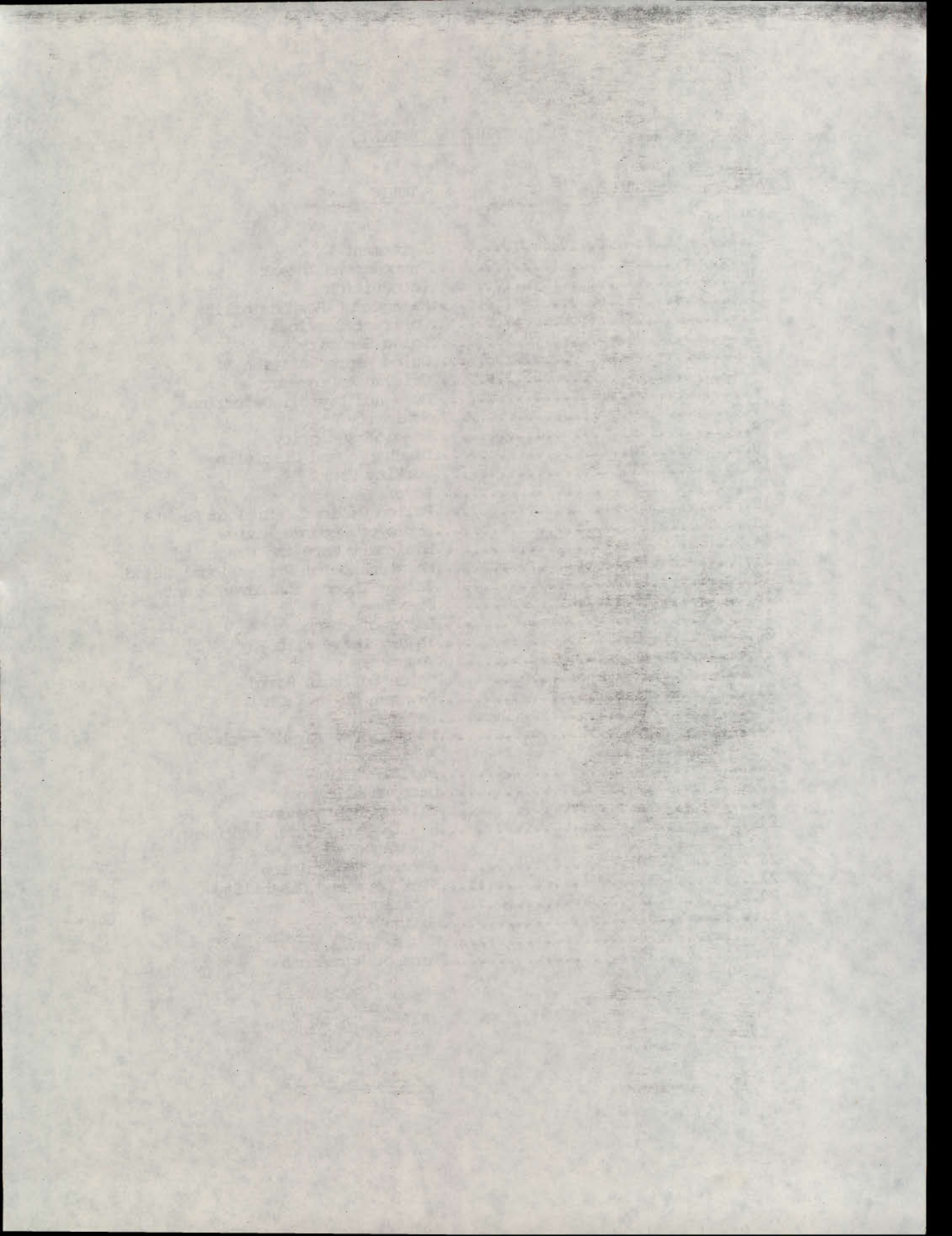


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AGREEMENT

This Agreement made and entered into for the period July 1, 1990 through June 30, 1994 between the Board of Commissioners of the County of St. Clair, state of Michigan, and the Sheriff of St. Clair County hereinafter referred to as the "Employer" and the St. Clair County Sheriff's Department Supervisors Chapter, Local 1518, Council 25 American Federation of State, County and Municipal Employees, hereinafter referred to as the "Union".

In consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

PURPOSE AND INTENT

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

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

ARTICLE 1
RECOGNITION

The Union is hereby recognized as the exclusive representative of all Sergeants, Lieutenants and Captains of the St. Clair County Sheriff Department for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions for the term of this Agreement.

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

ARTICLE 2
MANAGEMENT RESPONSIBILITY

The right to hire, promote, discharge or discipline for cause, and to maintain discipline and efficiency of employees is the sole responsibility of the Employer, except that union members shall not be discriminated against as such. In addition, the work schedules, methods and means of departmental operation are solely and exclusively the responsibility of the Employer; subject, however, to the provisions of this Agreement.

ARTICLE 3
CONTRACT SERVICES

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

Participation in a contract service may require the appointment of new or additional employees. The acquisition of employees shall be in accordance with the Career Change and Advancement provision of this Agreement, unless otherwise mutually agreed. At such time as contract services are no longer to be provided, for any reason, the employee compensated in part or the whole by such funds, shall be subject to layoff. Be it provided, however, that the employee shall exercise seniority displacement rights in accordance with the Layoff and Recall provisions of this Agreement.

ARTICLE 4
UNION SECURITY

SECTION 1

Employees covered by this Agreement at the time it becomes effective, and who are or become members of the union, shall be required as a condition of continued employment, to continue membership or pay a service fee to the union, for the duration of the Agreement.

SECTION 2

Employees covered by this Agreement who are not members of the union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the union or to pay a service fee to the union for the duration of this Agreement on or before the thirtieth (30th) calendar day following such effective date.

SECTION 3

Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become a member of the union or to pay a service fee to the union for the duration of this Agreement on or before the ninetieth (90th) calendar day following the beginning of their employment in the bargaining unit.

SECTION 4

An employee who shall tender through payroll deduction the periodic dues or service fee uniformly required shall be deemed to meet the qualifications of this Article. The amount of dues and/or service fee shall be determined from time to time by the union as necessary for negotiations, grievance processing and administration of this Agreement.

SECTION 5

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. It is further agreed that neither any employee nor the union shall have any claim against the County for any deductions made or not made, as the case may be, except that the County shall be responsible to provide the union with dues deducted from the employees pay. In no case shall the County be responsible to pay to the union or employee an amount equal to dues or representation fee which may or may not have been deducted and paid to the union or employee.

ARTICLE 5 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 one (1) steward and/or a chapter chairperson.

SECTION 2

Employees covered by this Agreement shall be represented by a bargaining committee selected by the union, and the Employer agrees to pay no more than one (1) member of the union's bargaining committee their regular pay and benefits during regularly scheduled hours of work. Meetings shall be mutually agreed in advance by the parties, nothing shall prohibit the representatives from meeting during regularly scheduled day shift hours.

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 interest 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.

ARTICLE 6 GRIEVANCE PROCEDURE

STEP 1

- A. Any employee having a specified grievance alleging a violation of this Agreement, a violation or deviation from an established County or departmental policy or procedure, or a failure of the County or department to comply with a policy, procedure, method, practice or regulation of the County or Department shall, within fifteen (15) working days of the alleged grievance, as defined in step 3.F., take the matter up with the Sheriff or the Sheriff's designated representative, who shall attempt to adjust the grievance with the terms of this Agreement, County or Departmental policy, procedure, method, practice, or regulation. The employee shall be entitled to have a union representative present at this step.
- B. Any employee may request the Sheriff or the designated representative of the Sheriff to call one of the designated local union representatives to handle a specified grievance with the Sheriff or the designated representative of the Sheriff. In this case, the union representative will be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Sheriff's department.

STEP 2

- A. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and delivered to the office of the Sheriff within five (5) working days after the meeting or adjourned meeting at Step 1. In this case, a meeting will be arranged within ten (10) working days as defined in step 3.F. with the designated union representatives and the Sheriff or his designated representative for the purpose of attempting to settle the grievance at the department level.

STEP 3

- A. Grievances shall be considered settled at Step 2 unless written notice is delivered to the Personnel Office within seven working days after completion of Step 2 as defined in Step 3.f.
- B. Such notice shall contain a request by the Union that a hearing be held within two 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 or more representatives and the union may be represented by its local union representative theretofore designated as Grievance Representatives and such other union representatives it wishes to have present.
- D. The designated negotiating representative of the Employer shall deliver the opinion of the Employer, relative to the grievance to the union, in writing within two working days as defined in step 3.F. 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. 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.
- G. Grievances shall be considered settled at Step 3 unless written notice is delivered to the Personnel Office within thirty (30) calendar days after the completion of Step 3.
- H. Failure of the Employer to comply within the deadline established at any step shall result in advancement to the next step of the procedure, if determined by the union.

STEP 4

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

- A. The union shall, within thirty (30) calendar days following the County's decision at Step 3, notify the County of the union's intention to pursue arbitration or the matter will be untimely.
- B. The union shall request arbitration through the American Arbitration Association or as otherwise mutually agreed by the parties.

- C. The fee and expenses of the arbitrator shall be shared equally by the County and the union. All other expenses related to the arbitration proceedings, including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.
- D. The arbitrator shall be limited to apply and interpret those articles and sections of this Agreement and shall have powers as hereby limited by application of Step 1 (a) of this Article, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of a specified article and section of this Agreement.
- E. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, nor shall the arbitrator be empowered to award damages or establish salary schedules or classifications except as provided in Career Change and Advancement.
- F. The arbitrator, in rendering a decision, shall give full recognition to the whole of the Agreement as it relates to responsibilities, powers, authority, and rights vested with the County and Sheriff, except as specifically limited by express provisions of this Agreement.
- G. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on all parties.

ARTICLE 7
DUES AND PAYROLL DEDUCTIONS

SECTION 1

Payment by Check Off:

- A. Employee shall tender monthly membership dues, or if not a member of the union, an equivalent amount, by signing the authorization for check off of dues form.

Check Off Forms

- B. During the life of this Agreement and in accordance with the terms of the form of authorization of check off of dues hereinafter set forth, the Employer agrees to deduct such regular monthly dues in an amount levied in accordance with the constitution and by-laws of the union from the pay of each employee who executes or has executed the following authorization for check off of dues form:

"I hereby request and authorize you to deduct from my earnings, from my pay periods each month, an amount established by the American Federation of State, County, and Municipal Employees, Local 1518 Councils. The amount deducted shall be paid to the designated financial officer of the local union."

BY _____
Print Last Name First Name Middle

TO _____
Employer Department

Date to Start Deduction _____ Signed _____

Address _____

When Deduction Begins

- C. Check off deductions under all properly executed authorization for Check Off of dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first two pays of each month and each month thereafter.

Termination of Check Off

- D. Deductions for any calendar month shall be remitted to the designated financial officer of the local union promptly pursuant to such assignments with a list for whom the dues have been deducted.
- e. An employee shall cease to be subject to Check Off Deductions beginning with the month immediately following the month in which they are no longer a member of the bargaining unit. The local union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

ARTICLE 8
SENIORITY

SECTION 1

New employees hired into the unit shall be considered as probationary employees for the first one hundred and eighty (180) days of employment. The Union shall not represent the probationary employee upon release from employment except as when such release is for reason of union activity and not work performance.

SECTION 2

Employees who transfer into or are promoted within the Unit from other classifications within the Department shall be considered probationary employees for the first one hundred and twenty (120) days of performance in the new classification. Unsatisfactory performance during the probationary period shall result in transfer back to the former position.

SECTION 3

Seniority within the bargaining unit shall be determined on the following basis and in the order of priority as provided herein:

- a. Date of promotion or employment to the rank.
- b. Length of service with the department in their prior rank.
- c. Date of hire into the department.
- d. Relative score on the examination for the rank.

SECTION 4

The seniority list on the date of this Agreement will show the names and group classifications of all employees of the unit entitled to seniority.

SECTION 5

When employees acquire seniority, their names shall be placed on the seniority list.

SECTION 6

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

SECTION 7

The employee's last date of hire into the department shall be used for computation of benefits under this Agreement.

ARTICLE 9 LOSS OF SENIORITY

An employee shall lose seniority for the following reasons only:

- A. Quits. (Provided, however, that the parties hereto recognize the "so-called" Grandfather Clause, respecting employees employed in the department on June 13, 1967, giving to said employees cumulative seniority for the period of their actual employment.)

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

ARTICLE 10
DISCHARGE AND DISCIPLINE

SECTION 1

The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the local designated representative of the union of the discharge or discipline. The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same, prior to such action becoming part of the Employer's records. The employee shall have the right to prepare a written statement as it relates to the discipline which shall be incorporated in the Employer's record with the discipline.

SECTION 2

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

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 years previously unless such prior infraction involves an intentional falsification of an employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE 11
WORKING HOURS

SECTION 1

Work schedules shall be posted no less than two (2) weeks in advance of the commencement of the first day of the schedule.

SECTION 2

The Sheriff shall determine the starting time of all shifts. A shift shall constitute eight (8) consecutive hours, excluding overtime, unless otherwise mutually agreed.

SECTION 3

The schedule shall be for a seven (7) week period providing for the approximation of an average of two hundred and eighty (280) hours of work among full time employees. An employee may be scheduled for as many as seven (7) consecutive days and shall not be eligible for overtime based on the consecutive nature of the days.

SECTION 4

If employees are called into work outside their regular shift, they shall be compensated at time and one half not less than three hours when either court or other than court related.

SECTION 5

Thirty (30) minutes shall be allotted for lunch to be taken during the tour of duty as opportunity permits. Employees will be on call during such lunch period.

ARTICLE 12
LAYOFF

SECTION 1

The word "layoff" means a reduction in the work force due to a decrease of work or budget limitation as determined by the County.

SECTION 2

In the event a layoff becomes necessary, the County shall follow this procedure:

- A. Probationary employees in the affected classifications shall be laid off first.
- B. Employee(s) shall be subject to layoff by classification seniority first and then by departmental seniority. The employee(s) with the least classification seniority shall be laid off first and then by least departmental seniority and then by relative score on the examination.

- C. Employee(s) who previously held a subordinate classification shall be entitled to revert to that classification and displace the least senior employee in that classification provided the first employee(s) have greater departmental seniority than the second employee(s). Displaced employee(s) shall have the same right to displace employee(s) in previously held classifications but must meet the same Departmental seniority qualification. The displacing employee(s) shall be paid at the five (5) year (maximum) step of the subordinate classification.
- D. Employee(s) who have not previously held a subordinate classification within the bargaining unit shall be entitled to displace the least senior employee in an immediately subordinate classification provided the employee has superior Departmental seniority. A displaced employee shall have the right to displace an employee in a subordinate classification. In the event the employee does not have sufficient departmental seniority to displace an immediately subordinate employee, the least senior employee in the next lower subordinate classification may be displaced providing the laid off employee has superior departmental seniority.
- E. In no event shall an employee displace an employee in a higher paying classification.

SECTION 3

Employee(s) who elect not to accept a subordinate classification to which their classification or departmental seniority enables them shall be laid off. Said employee(s) shall be subject to recall to the position held at the time of layoff. Said employee(s) may not elect to return to a subordinate classification unless recalled by the Employer.

SECTION 4

Employees to be laid off shall have at least fourteen (14) calendar days notice of layoff. The local union secretary shall be entitled to a list of the employees being laid off.

SECTION 5

Employees who have been laid off shall have recall rights for a minimum of two (2) years but not greater than the period of their departmental seniority, if more than two (2) years. If not recalled within this period of time, the laid off employee's employment shall be considered terminated.

SECTION 6

Recall from a layoff shall be according to the following procedure:

- A. The employee(s) with the most seniority in the classification shall be recalled first.

- B. The recalled employee, unless otherwise provided herein, shall be compensated at the step in the salary rate at the time of their layoff.
- C. A laid off employee accrues no seniority while on a layoff and shall have their Classification-departmental/County-wide seniority dates adjusted to reflect the period of layoff.
- D. Notice of layoff shall be sent to the employee's last known address by registered mail. The notice shall provide the employee with no less than ten (10) calendar days notice to return from the date of proof of delivery or non-delivery to report to work. Proof of non-delivery or failure to report to work shall be considered a quit of the laid off employee.
- E. An employee may be denied recall if their conduct and standards or ability to perform the work does not meet that required of a law enforcement professional.

ARTICLE 13
POLICE OFFICERS' BILL OF RIGHTS

SECTION 1

It is recognized that the citizen's complaints against police officers must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, that the Constitutional Rights of those individuals involved shall be preserved.

SECTION 2

Whenever a member of the bargaining unit is under investigation, or subject to examination or questioning by a commanding and/or the appropriate bureau or unit for any reason which could lead to disciplinary action, transfer or charges, such investigation or questioning shall be conducted under the following conditions:

- A. Members under investigation shall be informed of the specific nature of the investigation and will be allowed time to discuss same with a union representative if there is reason to believe that disciplinary action or criminal charges may result. Any member required to make a written statement relative to an investigation shall have twenty-four (24) hours to do so.
- B. Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary.
- C. The member under questioning shall not be subject to abusive language. No promise of reward shall be made or an inducement to answering any questions; nor shall their name, home address, or photographs be given to the press or news media without their express consent.

- D. If a tape recording is made of the questioning the member shall have access to the tape if any further proceedings are contemplated.
- E. If the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, he shall be completely informed of all his constitutional rights prior to the commencement of the questioning.

SECTION 3

No member of the bargaining unit shall be required to subject himself to a polygraph examination. A member shall not be subject to disciplinary action for refusal to submit to a polygraph examination.

SECTION 4

No member of this bargaining unit shall be subjected to disciplinary action for appearing before a state or federal grand jury at which he presented testimony under oath and has been sworn to secrecy.

SECTION 5

No member of this bargaining unit will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform (except where prohibited by federal or state laws if such activity adversely reflects on the department).

ARTICLE 14 EMPLOYEE RECORDS REVIEW

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three years previously unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Employer. The Employer shall not transmit or otherwise make available to a third party disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old, except when ordered to do so in a legal action or arbitration.

ARTICLE 15 EQUIPMENT CARE AND USAGE

SECTION 1

Proper maintenance, care and usage of all equipment is essential to the well-being and safety of the officer assigned to use the equipment and consequently to the community. Therefore, the following is provided:

- A. An inspection of the vehicle shall be made prior to commencement of the tour of duty by the officer(s) assigned to the vehicle.
- B. In the event of an emergency prohibiting a vehicle inspection, the officer(s) shall notify the shift commander during that shift of the inopportunity for inspection and shall receive instructions for same. The officer(s) shall not be subject to disciplinary action when an emergency prohibits inspection.
- C. The Employer shall supply inspection checkoff forms to be used in the inspection of vehicles.

SECTION 2

The Employer shall, at its own expense, maintain and replace equipment and vehicles affected by normal use and age.

SECTION 3

Equipment assigned to an employee lost, damaged, or stolen through negligence may be cause for disciplinary action to officer(s) who were responsible for the equipment.

SECTION 4

The officer(s) shall report any mechanical deficiency in a vehicle or impropriety of equipment which may arise during the shift prior to the conclusion of the shift.

SECTION 5

Officer(s) who are ordered to operate vehicles which are mechanically deficient and/or improperly equipped shall not be held liable for any accident or incident which may arise from this deficiency or impropriety if such conditions are reported to the shift commander in the inspection check off form.

SECTION 6

Employees not properly trained in use of any of said equipment, shall be held blameless unless, neglect or abuse of said equipment is substantiated and damage was a result of said neglect or abuse by employee.

ARTICLE 16

MAINTENANCE OF PROFESSIONAL STANDARDS

SECTION 1

When training, retraining, or education is ordered by the Employer, the employee shall be compensated as follows:

- a. When the employee is scheduled on a day off, the employee shall receive straight time pay. The employee shall also be granted equal vacation credit provided that the instruction time for four (4) or less hours shall be credited as one-half (1/2) day and that more than four (4) hours shall be credited as one (1) day.
- b. When the employee is scheduled to work a shift adjacent to a shift in which the instruction occurs, such instruction time shall be at one and one-half (1 1/2) times the hourly rate.

SECTION 2

The cost of such specialized training, retraining, or education when ordered by the Employer shall be at the expense of the Employer.

SECTION 3

When the Employer orders training, retraining, or education, the Employer shall reimburse the employee(s) for travel expenses, if the employee utilized a personal vehicle, in advance of such training, retraining, or education. Proof for out-of-pocket expenses shall be required by the County in order to provide reimbursement.

ARTICLE 17

CAREER CHANGE AND ADVANCEMENT

SECTION 1

A career advancement or promotion shall mean a change in classification resulting in an increase in responsibility or increase in wages.

SECTION 2

Notice of vacancies which would constitute an advancement or promotion for any member of the bargaining unit minimally qualified to perform the job shall be posted internally in a prominent location within the Sheriff's Department for a period of no less than ten (10) consecutive days. An employee shall apply in writing during those ten (10) days, to be considered for the position.

SECTION 3

Members of the bargaining unit who compete for a promotion shall be required to take a written examination. All candidates shall be required to fulfill the same requirements and/or conditions. An appointment shall be made utilizing the following method of accreditation:

65% written examination
25% oral interview
10% department seniority

- A. A passing score shall mean correctly answering seventy percent (70%) or more of the questions comprising the written examination. Only those candidates who have passed the test shall be eligible to compete further for the position(s).
- B. The oral board shall be comprised of three interviewers, one (1) selected by the Sheriff, one (1) selected by the union, and one (1) selected by mutual agreement of the Sheriff and the union. Members of the oral board must have a law enforcement background. This oral board shall be used for Lieutenant and Sergeant positions. For the positions of Captain, the Sheriff shall have exclusive authority to determine the oral board provided, however, the Sheriff shall comply with state and federal regulations which apply in determining questions and scoring of the oral interviews.
- C. The 10% departmental seniority will be credited the employee at the rate of one-half percent (1/2%) for each year of seniority to a maximum of ten percent (10%).

SECTION 4

The Employer shall notify the union in writing by certified mail of its intent to create or implement a new classification of employee in the bargaining unit. The notification shall state the duties, hours and wages as well as the qualifications for the position. The union shall have ten (10) days in which to request negotiations for the purpose of establishing the rate of pay for the classification. The Employer shall not fill the

position prior to thirty (30) days from issuing the written notice to the Union of a new classification. All annual wages finally established shall be retroactive to the date of appointment to the position. In the event the matter is not resolved within the thirty (30) day period, the matter shall then be a proper subject for binding fact finding.

SECTION 5

Employees who transfer back to a rank or classification within the P.O.A.M.-St. Clair County Sheriff Department Employees will retain their departmental seniority with the following limitations:

- a. If transfer is within six (6) months of the date of entering the P.O.A.M. Unit, the employee shall revert to the rank and/or classification held immediately prior to entering the unit.
- b. If transfer is due to a layoff resulting in the reduction of the number of employees, the employee may revert to the rank and/or classification held immediately prior to entering the P.O.A.M. Unit.
- c. Employees who transfer into the P.O.A.M. for any other reason shall be limited to the classification and compensation of Deputy.

SECTION 6

Temporary assignments may be made for periods not to exceed one hundred and eighty (180) calendar days, unless otherwise mutually agreed by the parties. Employees who are transferred shall receive the rate for their regular classification or the classification of transfer, whichever is higher.

SECTION 7

Candidates for Captain shall have at least one (1) year of active service in the rank and duties of Lieutenant to be eligible to compete for the position. Candidates for Lieutenant shall have at least one (1) year of active service in the rank and duties of Sergeant to be eligible to compete for the position. In the event no member of the bargaining unit qualifies for promotion, the Employer may recruit externally provided each candidate shall have at least five (5) years of recent law enforcement experience.

SECTION 8

Records of disciplinary action of more than three (3) years shall not be considered for promotional purposes.

ARTICLE 18

OVERTIME

SECTION 1

Overtime shall be paid at a rate of time and one-half for all hours worked beyond eight (8) hours in one shift or any part of a shift not provided as part of the normal schedule. Be it provided that overtime does not compound by this definition of the day and week. As well, overtime shall be paid for court time required when the employee is scheduled off-duty, providing such court time arises out of departmental business.

SECTION 2

Overtime hours shall be divided as equally as possible among employees in the same classification. Whenever overtime is required the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours. If no one in the classification is available, it may be offered to the next low-houred, qualified employees in other classifications. If the employee was unavailable or did not choose to work, they will be charged the average number of overtime hours of employees working during that period (three hours minimum). Overtime hours will be computed from January 1 through December 31 each year. Court time shall not be recorded as overtime hours in attempting to equalize overtime hours.

SECTION 3

The Employer shall have the right to compel overtime among the least senior employees qualified for required work within a classification upon meeting the qualifications established in Section 2 of this Article. Be it provided the Sheriff will make a reasonable effort based upon the circumstances to compel overtime to a maximum of eight (8) hours in a calendar week excluding the right to compel overtime as described in Section 6 of this Article. It is understood that due to the necessity to schedule employees around the clock it may be necessary to compel more than eight (8) hours of overtime in a calendar week.

SECTION 4

The Employer shall determine the need for and schedule all overtime.

SECTION 5

Employees called in to work shall be guaranteed a minimum three (3) hours pay at time and one-half.

SECTION 6

The Employer shall have the right to hold-over or call-in-early employees in emergency situations. Such hold-over or call-in-early shall be as nearly evenly divided into the shift as circumstance permit.

ARTICLE 19
LEAVE OF ABSENCE

SECTION 1

Leaves of absence without pay 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.

Such leave may be extended for like cause by consent of the Employer. Be it provided, however, that the period of such leave or extension thereof shall be consistent with meeting the operating needs of the department.

SECTION 2

Leaves of absence without pay 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 when job related.

Such leave may be extended for like cause by consent of the Employer. Be it provided, however, that any such leave or extension thereof shall be consistent with meeting the operating needs of the department.

SECTION 3

Employees who are in some branch of the Armed Forces, Reserves, or National Guard will be paid the difference between their reserve pay and their regular pay with the Employer 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 weeks per year is the limitation or as may be otherwise provided by law.

SECTION 4

All leaves based upon illness (physical or mental) shall be supported by a statement from the attending physician when requested by the Employer. In all cases of illnesses extending beyond seven (7) days, a statement by the physician shall be furnished at reasonable intervals as determined by the Employer evidencing the inability of the employee to return to their duties.

SECTION 5

The Employer may require the employee on leave to submit to an examination by a physician chosen by the Employer, provided the charges of the physician are paid by the Employer.

SECTION 6

The requirements of Sections 4 and 5 may be waived by the Employer, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted, unless it can be shown that such waiver was not unreasonably withheld.

SECTION 7

Members who may be elected to attend the International Convention, Council Convention, or educational conferences, shall be granted a leave of absence to attend such conferences or conventions. Under no circumstances shall the total amount of leave time for all members for Union activity exceed an accumulated total of fourteen (14) days per year. A maximum of one (1) union member may attend such convention or conference at any one time. Such leave shall be without pay.

ARTICLE 20

INJURY LEAVE WITH PAY

SECTION 1

Any illness or injury to an employee arising out of the performance of their duty resulting in temporary disability to the extent that they are unable to resume their duties, they shall be entitled to their regular compensation until sufficiently recovered to perform regular duties for a period of ninety (90) working days or longer at the discretion of the Sheriff. Accumulated sick leave shall not be considered in the computation of leave on account of such duty incurred injuries. Employees shall not be entitled to regular compensation during absence from duty on account of injuries sustained while not on duty. Such absence from duty shall be considered as sick leave and shall be governed by the rules pertaining to sick leave.

SECTION 2

An employee receiving Worker's Compensation and regular salary shall not be entitled to receive the total combination of both and be compensated more than their regular compensation. The employee receiving salary shall endorse the Worker's Compensation payment over to the County. The employee who is not receiving regular salary shall retain the Worker's Compensation payment.

SECTION 3

In the event the employee is not granted an extension or continuation of full pay without deduction from sick day accruals, the employee may elect to continue to receive compensation from the County using accrued sick days. Be it provided that sick days shall be deducted from the employee's accrued sick day reserve at a rate of one (1) sick day for each four (4) work days of disability.

ARTICLE 21
VETERANS

The parties hereby agree to comply with all federal and state laws which provide for the rights of members and veterans of the armed forces including Reserves and National Guard.

ARTICLE 22
UNION BULLETIN BOARD

The union may use a bulletin board which shall be located in the supervisor's locker room for the purpose of posting notices of the following activities:

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

ARTICLE 23
PAYMENT OF BACK CLAIMS

If the Employer fails to give an employee work to which it is determined they were entitled, and a written notice of their claim is filed within twenty (20) calendar days of the time the Employer first failed to give them such work, the Employer will reimburse the employee for the earnings they lost through failure to give them such work. In such event, the employee will be required to furnish the Employer with a sworn statement of earnings, during said period, and such earnings shall act as an offset in such claim for back wages. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at their regular rate with the Employer.

ARTICLE 24
RETIREMENT

SECTION 1

Each full time regular employee shall participate in the St. Clair County Retirement Plan. The Employer shall continue its present retirement system established pursuant to Section 12a of Act No. 156, of the Public Acts of 1851, as added by Act No. 249 of the Public Acts of 1943, as amended; provided, however, that amendments thereto shall be made in accordance with the procedures therein provided and shall not require separate union approval.

SECTION 2

Effective upon the earliest implementation date following the Employer's ratification, a disability pension provision shall be established in accordance with the following conditions:

- A. Disability shall be duty related.
- B. Compensation shall be based upon fifty percent (50%) of compensation at the time of disability with ten (10) years of service.
- C. Should the employee be eligible for worker's compensation and/or social security, disability compensation shall be offset.

SECTION 3

An employee shall be eligible for early retirement provided that the employee shall have twenty-five (25) or more years of continuous full time employment.

ARTICLE 25 PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT

SECTION 1

Each certified police officer with five (5) years continuous service having earned an Associates Degree in Police Science shall be paid an additional one percent (1%) of annual salary at the same time service recognition is to be paid.

SECTION 2

Each certified police officer with five (5) years continuous service having earned a Bachelor's Degree in Police Science shall be paid an additional two percent (2%) of annual salary at the same time service recognition is to be paid.

SECTION 3

The provisions of Sections 1 and 2 are not intended to be cumulative. In the event an eligible certified police officer possesses both an Associate's and a Bachelor's Degree, the officer shall receive premium pay for the Bachelor's Degree only.

ARTICLE 26 SHIFT PREMIUM

SECTION 1

A premium of thirty cents (.30) per hour additional shall be paid to those employees with starting times occurring on or after 2:00 p.m. but not on or after 10:00 p.m., herein referred to as the afternoon shift.

SECTION 2

A premium of forty cents (.40) per hour additional shall be paid to those employees with starting times occurring on or after 10:00 p.m. but not on or after 6:00 a.m., herein referred to as the night shift.

ARTICLE 27
UNIFORM ALLOWANCE

SECTION 1

Each employee shall be eligible to receive uniform allowance as follows:

<u>Year of Service</u>	<u>Annual Amount</u>
One (1)	\$600.00
Two (2)	\$400.00
Three (3)	\$500.00

SECTION 2

The allowance shall be paid in quarterly amounts in the months of March, June, September and December.

SECTION 3

New employees shall be advanced the first year's allowance within the first month of employment.

SECTION 4

Effective July 1, 1991 and each July 1 thereafter, all employees required to wear a uniform shall receive three hundred (\$300.00) dollars annually as a cleaning allowance.

- A. Upon ratification by each of the parties, all employees eligible for uniform allowance, excluding plain clothes officers, shall receive a one time check for one hundred (\$100.00) dollars, as final payment of uniform allowance.
- B. No employee shall be eligible for nor receive uniform allowance after the final payment of uniform allowance referenced above. In other words, effective July 1, 1991 uniform allowance is eliminated and uniform cleaning is established.
- C. Plain clothes officers shall be entitled to five hundred dollars (\$500.00) annually as clothing/cleaning allowance. The allowance shall be paid in four equal installments of one hundred and twenty-five dollars (\$125.00) in the months of March, June, September and December.

SECTION 5

The Sheriff shall provide each employee with a uniform. The Sheriff shall determine what constitutes a uniform and sufficient uniform parts. For the term of this Agreement, unless the Sheriff provides written notice to the contrary, the following parts and equipment are to be provided to all supervisors:

- a. 3 short sleeve uniform shirts with patches
- b. 3 long sleeve uniform shirts with patches
- c. 3 pair uniform slacks
- d. 1 set of collar brass
- e. 2 name tags
- f. 1 whistle chain
- g. 1 black basket weave belt
- h. 3 uniform ties
- i. 1 tie tack
- j. 1 pair black leather, plain toe, tie shoes
(County will pay up to \$50.00)
- k. brass or patches that signify rank
- l. 1 white long sleeve dress shirt with patches
- m. 1 white short sleeve dress shirt with patches
- n. Garrison hat
- o. 1 winter jacket with patches
- p. 1 spring/fall jacket with patches
- q. 1 Garrison belt with 4 keepers (basket weave)
- r. cartridge case
- s. 1 holster (basket weave)
- t. 1 pair of handcuffs
- u. 1 handcuff case (basket weave)
- v. 1 raincoat/rainhat cover
- w. badges/hat

ARTICLE 28

UNIFORM REPLACEMENT

The Employer shall replace clothing destroyed or damaged in the line of duty to the extent of the remaining value of such destroyed or damaged clothing. Items of clothing are to include corrective lenses and time pieces at item value with a maximum reimbursement of \$200.00 per item.

Request for replacement or repair shall be made on appropriate departmental form indicating the item damaged or destroyed, the cause, the original cost of the item and the replacement or repair cost being requested. The employee will be required to produce the damaged or destroyed item when possible prior to being repaired or replaced.

ARTICLE 29

HEALTH CARE, LIFE, AND DENTAL INSURANCE

SECTION 1

Each full time employee shall be eligible to participate in the following comprehensive hospitalization and health care plan with the following riders:

Hospital Deductible \$250/Dependent - \$150/Employee
D45NM - TB and Nervous and Mental Expense Benefits
SAT 2 - Substance Abuse Programs
Medicare 2-1 - Medicare Complementary Coverage
FC - Dependent Eligibility (Family Continuation)
SD - Sponsored Dependent
COB - Coordination of Benefits
\$3.00 Co-Pay - Prescription Drug Rider
Master Medical Option 3
Predetermination
Casemanagement
Auto Accident Exclusion

- A. Employees hired on or after July 1, 1985 pay 100% of FC and/or SD riders premium costs.
- B. Employees hired prior to July 1, 1985 but who do not enroll dependents on the FC and/or SD riders until on or after July 1, 1985 shall pay 50% of the rider premium cost and the County shall pay the remaining premium cost.
- C. Employees hired prior to July 1, 1985 and with dependents enrolled prior to July 1, 1985 shall pay none of the premium cost of the FC and/or SD riders which shall be paid 100% by the County. Be it provided, that dependents enrolled on or after July 1, 1985 shall be subject to the provisions of 31.1:B.
- D. The County shall have authority to select any plan provider to provided such coverage is equivalent or better.
- E. A retired employee shall pay the total premium cost of all insurance plans and/or provisions until age fifty (50), except when a duty related disability.
- F. Effective July 1, 1991 employees who are eligible for health plan coverage but who choose not to participate shall be entitled to compensation in lieu of benefits. The compensation will be paid in January and July in accordance with the annual amounts following:
 - \$1350 - Family Subscriber
 - \$1100 - 2 Person Subscriber
 - \$ 650 - 1 Person Subscriber

SECTION 2

The Employer will provide a group life insurance plan for qualified insurable employees issued by a company of the Employer's choice whereby the life of each employee will be insured for \$40,000.

SECTION 3

The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing at full cost to the County. Such coverage shall include Class III Orthodontia benefits with a \$1,500.00 life time maximum per individual.

SECTION 4

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 5

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.

ARTICLE 30
SERVICE RECOGNITION

SECTION 1

The Employer shall recognize years of continuous full-time service by providing service recognition in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
5 - 9	\$ 800
10 - 14	\$1600
15 - 19	\$2400
20 - 24	\$3200
25 +	\$4000

SECTION 2

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

SECTION 3

Credit shall be given retroactively for continuous employment years of services by employees existent as of June 13, 1967.

SECTION 4

Continuous employment for the purpose of this policy, shall not be considered as interrupted when absences arise as vacations, sick leave, or leave of absence authorized by the Sheriff for reasons permitted in this Agreement. An employee on leave, when payment is due, shall be paid the next pay day upon return, if possible, but not later than the second following pay day from return.

SECTION 5

Payment shall be considered as regular compensation for such things as withholding tax, F.I.C.A., retirement, and etc.

ARTICLE 31 SICK DAYS AND DISABILITY

SECTION 1

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

SECTION 2

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

SECTION 3

An employee shall be eligible to use sick days, upon satisfactory completion of the orientation period, for personal illness or serious or critical illness to their spouse, parent or child. The employee shall also be eligible to use up to a maximum of five (5) sick days as funeral leave to a a member of the immediate family as defined and limited: mother, father, step-parent, brother, sister, spouse, child, step-child, grandparent, grandchild or immediate family member of the spouse according to the preceding definition. The employee shall be required to provide proof of illness to spouse, parent or child and/or death of immediate family member.

SECTION 4

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

SECTION 5

An employee who uses two (2) sick days in a thirty (30) calendar day period or four (4) days in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness may be placed on "proof required status" provided a questionable attendance is in evidence. Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. The employee shall be on proof required status for ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall not only be denied sick day compensation, but shall be subject to discipline.

SECTION 6

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

SECTION 7

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

SECTION 8

The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the employee shall be entitled to continuation of the fringe benefits enjoyed immediately prior to disability. Be it provided that fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

SECTION 9

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

SECTION 10

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

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

SECTION 11

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

SECTION 12

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

SECTION 13

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

SECTION 14

An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 19 - Leave of Absence.

SECTION 15

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

SECTION 16

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

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

SECTION 17

Upon retirement or death, each employee or beneficiary shall be entitled to receive compensation for seventy-five percent (75%) of the total number of sick days accrued.

SECTION 18

Employees subject to another sick day policy other than that which is provided herein shall upon entry into this unit be compensated for sick day accruals as follows:

- A. The employee shall retain accrued sick days to a maximum of thirty (30) days.
- B. The employee shall be paid off at a rate of fifty percent (50%) of the remaining value of the sick days.

ARTICLE 32
VACATIONS

SECTION 1

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

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

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

An employee shall not be entitled to use more days than have been earned or in advance of days to be credited.

SECTION 4

An employee shall not be entitled to forward more than ten (10) days of vacation credit not including credit gained from holidays. If the Employer is unable to grant vacation for whatever reason the ten (10) day limitation shall not apply.

SECTION 5

The Employer shall make every effort to grant at least two (2) members vacations in any one classification at any given time. If, in the opinion of the Sheriff, emergency situations require changes the number of members vacations may be reduced to one (1) at any given time. If conditions permit, additional employees may be allowed off on vacation at any given period at the discretion of the Sheriff.

SECTION 6

Vacation selection shall be made before the start of each year on the basis of seniority. The member with the most seniority will be allowed to choose first, then the next most senior, and etc. Members may take any number of vacation days in their selection as long as the total vacation period does not exceed twenty-eight (28) consecutive days.

SECTION 7

Request for vacation time not selected before the start of each year on a seniority basis shall be granted to members on a first come first serve basis.

ARTICLE 33
HOLIDAYS

SECTION 1

All full time employees are entitled to the following holidays with pay:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday in February
Good Friday Afternoon	Last half of the shift
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday of September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
State & General Election Day	Tuesday following the first Monday of November each even year
Christmas Eve	December 24 - the last half of the shift
Christmas Day	December 25
New Year's Eve	December 31 - the last half of the shift

SECTION 2

Employees required to work a holiday shall be paid at the rate of time and a half their hourly rate. The employee shall also be credited with a half or whole vacation, whichever may apply.

SECTION 3

Employees not required to work a holiday, even though it may fall on a normally scheduled work day, shall receive straight time holiday pay.

SECTION 4

Employees on a scheduled day off shall receive vacation time credited to them.

SECTION 5

Employees in classifications not scheduled to work weekends shall celebrate the holiday on the preceding Friday if it falls on a Saturday or on the following Monday if it falls on a Sunday.

SECTION 6

To be eligible for the 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.

ARTICLE 34
WAGES

Effective July 1, 1990

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
Sergeant	\$32,874	34,189	35,557	36,935	38,362	39,858
Lieutenant	\$33,931	35,288	36,699	38,138	39,621	41,179
Captain	\$35,786	37,218	38,705	40,243	41,829	43,498

Effective July 1, 1991

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
Sergeant	\$34,189	35,557	36,979	38,412	39,897	41,452
Lieutenant	\$35,496	36,916	38,392	39,899	41,453	43,086
Captain	\$37,218	38,707	40,253	41,853	43,502	45,238

Effective July 1, 1992

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
Sergeant	\$35,557	36,979	38,458	39,948	41,493	43,110
Lieutenant	\$37,078	38,561	40,103	41,677	43,304	45,012
Captain	\$38,707	40,255	41,863	43,527	45,242	47,047

Effective July 1, 1993

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
Sergeant	\$36,979	38,458	39,996	41,546	43,153	44,835
Lieutenant	\$38,617	40,162	41,767	43,407	45,103	46,882
Captain	\$40,255	41,865	43,537	45,268	47,052	48,929

ARTICLE 35

TERM OF AGREEMENT

This Agreement shall be in effect and become operative on July 1, 1990 and shall continue in operation and effect through June 30, 1994. If either party hereto desires to terminate, modify or amend this Agreement it shall, at least ninety (90) days prior to June 30, 1994 give notice in writing to the employer or to the Union, as the case may be, of its intention to modify or terminate this Agreement. If neither party shall give notice to terminate, change or modify this Agreement as provided, the Agreement shall continue in operation and effect after July 1, 1994, subject to termination or modification, thereafter by either party upon ten (10) days written notice.

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

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

SHERIFF DEPARTMENT
SUPERVISORS
AFSCME, AFL-CIO

THE COUNTY OF
ST. CLAIR, MICHIGAN

Thomas E. Tracy

William J. Dannels
Chairman, Board of Commissioners

Mitchell Gradowski

Marion Sargent
County Clerk/Register

Sam Bond
Sheriff

Date

Date

