

**AGREEMENT**  
**BETWEEN THE**  
**ST. CLAIR COUNTY BOARD OF COMMISSIONERS**  
**ST. CLAIR COUNTY PROSECUTING ATTORNEY**  
**AND THE**  
**ASSOCIATION OF PROFESSIONAL EMPLOYEES OF THE**  
**ST. CLAIR COUNTY PROSECUTING ATTORNEY**

**JANUARY 1, 2007**  
**THROUGH**  
**DECEMBER 31, 2011**

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## **AGREEMENT**

This Agreement is entered into on January 1, 2007 between the St. County Board of Commissioners (hereinafter “the County”), the St. Clair County Prosecuting Attorney (hereinafter “the Prosecutor”) or collectively as “the Co-Employer” and the Association of Professional Employees of the St. Clair County Prosecuting Attorney (hereinafter “the Association”). The headings used in this Agreement are for reference only.

### **ARTICLE 1** **RECOGNITION**

1.1: The Association is recognized as the exclusive representative for the purpose of collective bargaining with respect to wages, rates of pay, hours, terms and conditions of employment for all Assistant Prosecutors and Investigators, excluding the Chief Assistant, and the Victims Rights Supervisor.

### **ARTICLE 2** **ASSOCIATION REPRESENTATION**

2.1: Employees covered by this Agreement shall be represented on all matters of application of this Agreement by two (2) Association Representatives.

2.2: Employees subject to this Agreement shall be represented by a Bargaining Committee selected by the membership comprised of no more than two (2) 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.

2.3: The representatives of the Association shall suffer no loss of pay or benefits for representing members of the Bargaining Unit on all matters of application of this Agreement, such as grievances, negotiations of changes of terms and conditions of employment and other matters within the purview of this Agreement during regularly scheduled hours of work.

2.4: The Association shall notify the Prosecuting Attorney and the Human Resources Director, in writing, of the names and classifications of all representatives of the Association. Notice of changes in Association Representatives shall be made in prompt fashion. Members of the Unit who are not officially identified as Association Representatives shall not be recognized or permitted to represent the interest of other members of the Association to the Co-Employer.

2.5: The representation of employees shall not unduly disrupt the Co-Employer’s operation or ability to effectively render 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 Association business. Supervisors shall not deny any reasonable request. The Co-Employers, including their supervisors, shall make every effort to accommodate the representatives of the Association in their representation of Bargaining Unit members to promote harmonious relations.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

3.1: The County of St. Clair, on its own behalf and on behalf of the people of the County, retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan, and of the United States regarding the St. Clair County Prosecuting Attorney's office.

3.2: A. The Prosecuting Attorney is the one elected official in the state of Michigan identified in law as the "chief law enforcement official of the County". The Prosecuting Attorney is directly accountable to the citizens of the County and is ultimately responsible for every discretionary decision rendered by him/her or any member of his/her professional staff. This Agreement, based on the discretionary nature of the employees positions, recognizes the high level of trust and confidence that are necessary to maintain a sound working relationship between the Prosecuting Attorney and the employees covered by this Agreement.

B. The Prosecuting Attorney, on his/her own behalf and on behalf of the people of the County, hereby retains and reserves unto him/herself and his/her office, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in such office by the laws and Constitution of the State of Michigan, and of the United States. These rights specifically include the right to the executive management and administrative control of the Prosecuting Attorney's office. The exercise of these powers, rights, authority, duties and responsibilities by the Prosecuting Attorney and the adoption of such rules, regulations and policies as the Prosecuting Attorney may deem necessary, may be limited only by the specific and expressed terms of this Agreement.

C. The Prosecuting Attorney retains all rights provided by law, which include but are not limited to those listed here:

- i. To manage and operate the office of Prosecuting Attorney and its business and to maintain order and efficiency in its operation.
- ii. To hire and discharge employees covered by this Agreement. It is understood between the parties that employment under this Agreement is subject to commencement and termination at will of the Prosecuting Attorney.
- iii. To promote, demote, discipline or suspend employees covered by this Agreement.
- iv. To install, modify or change methods of operations, work schedules and work assignments.
- v. To approve time off and vacations, and to withhold time off or vacations if deemed necessary for the proper functioning of the office.
- vi. To have sole discretion to approve pay rates within the budget established by the Board of Commissioners. Approved pay rates shall be deemed to be within the budget so long as the Prosecuting Attorney's budget

appropriation for the total personal services would not be exceeded by implementing the approved pay rates. Salary increases shall be based upon merit as determined in the sole discretion of the Prosecuting Attorney. The Prosecuting Attorney will endeavor to review performance and “merit” on a continuing basis, and to review the salary for each employee on an annual basis. In the event that a salary increase is not granted after any such review, the reason(s) for that decision by the Prosecuting Attorney should be expressed in confidence to the employee. Such employee shall have the right to invoke the grievance procedure as set forth in Article 4. In the event that an employee’s salary is decreased after any such review for reasons of performance deficiencies, the employee shall have the right within ten (10) calendar days of such action, to elect to terminate their employment and, in such event, shall be entitled to salary continuation in accordance with Article 5, section 2 A. However, the employee shall forfeit said option after the ten (10) calendar day period.

#### **ARTICLE 4** **GRIEVANCE PROCEDURE**

4.1: A grievance is any dispute, controversy or difference between an Association member and the Co-Employer on any issue with respect to meaning, application or interpretation of any term or provision of this Agreement.

4.2: A grievance shall refer to the specific provision(s) of this Agreement alleged to have been violated.

4.3: A grievance that does not specifically apply to salary or fringe benefit(s) shall be considered non-economic. A grievance that specifically applies to salary or fringe benefit(s) shall be considered economic. An economic grievance shall be referred to the Human Resources Director and/or the Controller for resolution within fifteen (15) calendar days of occurrence to be timely. An economic grievance may be appealed to binding arbitration if written notice is given to the Human Resources Director within thirty (30) calendar days of the County’s grievance response. The Association shall have the option to select arbitration through the Michigan Employment Relations Commission or the American Arbitration Association or as otherwise mutually agreed by the parties. The fee and expenses of the arbitrator shall be shared equally by the County and the Association. All other expenses related to the arbitration proceedings, including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses. 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 4.1 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. A grievance relating to pay rates or changes thereto which are within the discretion of the Prosecuting Attorney as stated in Article 3 (vi) shall be addressed by the procedure for non-economic grievances as stated below in section 4.4 and shall not be subject to binding arbitration.

4.4: A non-economic grievance shall first be brought to the attention of the Chief Assistant Prosecuting Attorney within a reasonable time. The grievance shall not be in writing and shall

be expressed in confidence by the aggrieved employee to the Chief Assistant Prosecuting Attorney. The employee may be accompanied by any duly designated employee representative covered by this Agreement. The employee will be given full opportunity to be heard and present any evidence or facts in support of his or her position. Every effort shall be made to affect a resolution of the grievance at this stage.

A grievance which is not resolved at the first stage shall then be expressed to the Prosecuting Attorney. It shall not be in writing and shall be communicated in confidence if so desired. The Grievant may have any employee representative covered by this Agreement present. The Prosecuting Attorney shall consider the recommendation of the Chief Assistant Prosecuting Attorney resultant from the first stage of the grievance procedure, as well as the response to it, if any, from the Grievant. The Prosecuting Attorney shall independently determine the resolution of the grievance de novo.

In the event the grievance is not resolved at the second stage, the grievance shall be reduced to writing and distributed to all employees covered by this Agreement. Upon receipt of the grievance, the employees shall advise of their position on the grievance and tender any comments they deem appropriate. The position statement and comments may be unsigned and directed in confidence to the Prosecuting Attorney and Chief Assistant. In recognition of the professional nature of the staff and in an effort to maintain a harmonious working relationship, full consideration will be given to the positions and comments tendered. Disposition of the grievance shall be made in the sole discretion of the Prosecuting Attorney. The disposition of the grievance and the reasons underlying the disposition shall be communicated in writing to the employees, if requested by them.

## **ARTICLE 5**

### **DISCHARGE AND SUSPENSION**

5.1: 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.

5.2: Salary Continuation:

A. In the event the Prosecuting Attorney discharges an employee covered by this Agreement, the discharged employee shall receive salary continuation as follows:

- i. After the employee's second (2nd) anniversary of employment, and prior to the employee's third (3rd) anniversary, two-thirds (2/3) of two (2) months gross pay of that employee.
- ii. After the employee's third (3rd) anniversary of employment, and prior to the employee's fourth (4th) anniversary, two-thirds (2/3) of three (3) months gross pay of that employee.
- iii. After the employee's fourth (4th) anniversary of employment, and thereafter, two-thirds (2/3) of four (4) months gross pay of that employee.

iv. The provisions of Article 5.2 A. i. - iii do not apply to any employee hired as a part time prosecuting attorney or temporary full-time prosecuting attorney or member of the professional staff under the auspices of any grant or other funding mechanism which reimburses or otherwise compensates the County of St. Clair for any portion of that employee's wages and benefits from funds originating in whole or in part from outside St. Clair County.

B. Any sum payable under this Article shall be paid in full within three (3) weeks of the date of discharge.

## **ARTICLE 6** **LAYOFF & RECALL**

6.1: Layoff shall mean a reduction in the work force due to a decrease of work, reorganization and/or restructuring as determined by the Prosecuting Attorney or budget limitation as determined by the County, subject to minimum levels of service ability as determined by law.

6.2: When a layoff is determined to be necessary by the Co-Employer, the Association shall be notified promptly. The Association may request to meet with the Co-Employer prior to implementing a layoff. The Co-Employer shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting.

6.3: When a layoff is necessary in the Bargaining Unit, it shall be within the discretion of the Prosecuting Attorney to determine which individual or individuals shall be subject of the layoff. Seniority shall be considered as a factor in the decision but shall not be controlling or binding on the Prosecuting Attorney.

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

6.5: A laid off employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years. The right to be recalled is not absolute but rather is within the discretion of the Prosecuting Attorney. In the event an individual is recalled from layoff, his or her benefits shall be reinstated consistent with their rights of seniority prior to their layoff.

## **ARTICLE 7** **RATES FOR NEW JOBS**

7.1: The Prosecuting Attorney and/or County shall notify the Association of a newly proposed classification and rate structure not less than thirty (30) calendar days prior to the time the classification becomes effective.

7.2: The Association shall, no less than ten (10) calendar days prior to implementation, request a meeting to collectively bargain or discuss the rate structure, which meeting shall be held or the matter will be considered resolved.

7.3: The Prosecuting Attorney and/or County shall not make an appointment to the proposed classification for a period of thirty (30) calendar days from the date of the Association's request.

**ARTICLE 8**  
**VETERANS**

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

8.2: 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 9**  
**LEAVES OF ABSENCE**

9.1: Leaves of absence for reasonable periods, not to exceed one (1) year may be granted within the discretion of the Prosecuting Attorney.

A. Illness leave (physical or mental).

B. Prolonged illness of spouse or child.

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

9.2: An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under the Act and a fact sheet shall be provided the employee in a reasonable method and manner. Leave taken under the Act will be taken consistent with the Act, this provision and the policy of the Co-Employer.

9.3: Leaves of absence for reasonable periods, not to exceed one (1) year, may be granted within the discretion of the Prosecuting Attorney for educational purposes consistent meeting the operating needs of the Department.

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

9.5: In no case shall employees be granted a leave of absence greater than their accrued



seniority if less than one (1) year.

9.6: 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 that the employee has recovered and is able to return to normal work duties.

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

9.8: 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.

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

9.10: Leaves of absence with pay for short term educational training which, in the judgment of the Prosecuting Attorney, would benefit the County may be authorized by the Prosecuting Attorney.

## **ARTICLE 10**

### **WORKING HOURS**

10.1: The work day shall consist of seven and one-half (7 1/2) hours and the work week shall consist of thirty-seven and one-half (37 1/2) hours for the purpose of computing salary.

10.2: The working hours will generally, but not strictly, coincide with the hours of other County employees working in the County Building.

A. Employees covered by this Agreement shall be available to police agencies for telephone inquiries, search and arrest warrant preparations, weekend arraignments and on site crime scene assistance in accordance with a weekly "on call" duty roster to be prepared and maintained by the Prosecuting Attorney, or a member of his supervisory staff as designated by him.

B. Employees required to be "on call" shall be compensated for each week of such duty by:

i. The award of four hundred and fifty (\$450.00) dollars.

C. Employees required to be "on call" during holidays would be compensated for each week of such duty by:

i. The award of four hundred and fifty (\$450.00) dollars and one compensatory day.

Employees who assume another employee's duty week, other than in a week for week exchange as approved by the Prosecutor or his Chief Assistant, shall be compensated only under paragraph 10.3:B.1 above.

All compensatory time earned under this Article shall be taken within one (1) year of the time it was earned or it shall be forfeited.

10.3: A log of compensatory time awarded and used shall be maintained by the Prosecuting Attorney, or a member of his supervisory staff as designated.

10.4: Compensatory time shall be taken when all other responsibilities have been fulfilled and may be taken in small amounts upon short notice. Compensatory time requires the prior approval of the Chief Assistant Prosecutor or the Prosecuting Attorney.

## **ARTICLE 11** **PROFESSIONAL LIABILITY**

11.1: Members of the Association shall be protected against suit or damage brought against them while in the performance of their duties on behalf of the Prosecuting Attorney and the County.

11.2: Protection shall mean the County shall have responsibility and obligation for costs associated with representation and damages.

## **ARTICLE 12** **SICK DAYS AND DISABILITY**

12.1: Full time employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse. An employee on an approved leave, with or without pay, shall be subject to Article 9 - Leave of Absence.

12.2: Full time employees shall be entitled to accrue sick days to a maximum of forty (40) days, but only thirty (30) days shall be subject to compensation upon employment termination consistent with 12.13.

12.3: 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 or child.

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

12.5: The Prosecuting Attorney may require the employee to provide a physician's statement evidencing disability or serious or critical illness in order to utilize sick days. When absence is for two (2) or more days, proof of an employee's illness may be required if an employee exhibits questionable attendance or if an employee's illness raises the question of fitness to perform normal duties.

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

12.7: 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.

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

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

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

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

12.10: The employee shall be entitled to select either the core salary continuation plan (disability) or option I as follows:

A. CORE PLAN

- \* 66 2/3% of base salary
- \* 5 years from date of disability
- \* \$4,000 monthly maximum

B. OPTION I

- \* 70% of base salary
- \* Benefit to age 65
- \* \$6,000 monthly maximum

The employee electing Option I shall pay by bi-weekly payroll deduction the difference in premium between the Core Plan and Option I at the County's group rate.

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

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

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

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

12.14: Each employee shall give the Employer at least fifteen (15) calendar days written notice of voluntary termination, or the employee shall forfeit one (1) day of retrievable sick days for each day short of the required fifteen (15) days notice of a voluntary quit.

**ARTICLE 13**  
**BEREAVEMENT LEAVE**

13.1: Members of the Bargaining Unit may be allowed up to five (5) working days with pay as bereavement leave days, to be deducted from accrued sick days, for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Step-Parents, Step-Siblings, Brother, Sister, Wife or Husband, Parent of minor age Son or Daughter, 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 14**  
**JURY DUTY**

14.1: An employee who is called to perform jury duty shall inform the Prosecuting Attorney or Chief Assistant Prosecuting Attorney immediately.

14.2: 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 County.

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

14.4: Any reimbursements (by way of example: mileage, lodging, and other 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 15**  
**INJURY LEAVE**

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

15.2: 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.

15.3: The supplemental compensation shall be deducted from the employee's accrued sick days and/or disability insurance compensation but in no case exceed the employee's accrued sick days.

15.4: 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 or disability insurance compensation.

15.5: 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 injury leave, shall retain the Worker's Compensation check as directed by the County, until eligible for disability insurance compensation.

**ARTICLE 16**  
**VACATIONS**

16.1 All full time employees shall be entitled to vacations as determined by their placement on the following table, or if the Prosecuting Attorney declines to make a placement, placement will be based on their actual years of service. In no event will an employee receive vacation time less than their actual years of service.

<u>Years of Service</u>	<u>Full Time Employees</u> <u>Days</u>
6 months	5
1 year	10
2 years	11
3 - 4	15
5 - 6	17
7 - 9	18
10 - 14	20
15 - 19	23
20 - 24	25
25 +	28

16.2: 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 County.

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

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

16.5 The Prosecuting Attorney 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. This provision shall mean that one (1) day and same day vacation requests shall not be prohibited by the Prosecuting Attorney.

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

16.7: 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 retroactively to their last anniversary of employment. Be it provided, that such pay off of unused days shall not exceed thirty-five (35) days of pay.

## **ARTICLE 17** **HOLIDAYS**

17.1: Full time employees shall be entitled for the following paid Holidays as patterned after the Michigan Supreme Court:

- New Year’s Day
- Martin Luther King’s Birthday (Third Monday of January)
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year’s Eve

and such other Holidays as may be established by action of the Board of Commissioners. In the event the Supreme Court modifies it’s schedules, the above schedule shall be modified accordingly.

17.2: 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.

17.3: In the event a holiday falls on a Sunday, the holiday shall be observed on the following Monday. When a holiday falls on a Saturday, it shall be observed the preceding Friday.

17.4: The Co-Employer 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 Prosecuting Attorney opportunity to make necessary operational arrangements. Such operational arrangements shall not adversely affect the operation of the Department. The Co-Employer will not compensate the employee for time away from the job except that the employee may utilize vacation or compensatory time.

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

**ARTICLE 18**  
**HEALTH AND DENTAL CARE AND LIFE INSURANCE**

18.1: Each full time employee shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 2

Annual Deductible: \$100 – Employee  
\$200 – Family

Annual Co-Pays: 90%/10% (BC/BS pays 90% of all approved charges.)

Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Services)  
\$ 600.00 Employee  
\$1,200.00 Family

\$15.00 Office Visit Co-Pay

Prescription Drug Rider Deductibles

\$15.00 - Generic Prescription Drugs  
\$30.00 - Brand Name Prescription Drugs  
\$45.00 – Non-Preferred Prescription Drugs

MOPD - Mail Order Prescription Drugs

\$250 Maximum Annual In Network Preventative Services

VCA 80 – Vision Rider

HCA – Hearing Care

FC - Dependent Eligibility

SD - Sponsored Dependent

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

The Employer shall pay the premium cost of the core benefit with the following exceptions.

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

	<u>2009 Employee Premium Coshare</u>
Single	\$ 416/annual (\$16/per pay period)
Two Person	\$ 832/annual (\$32/per pay period)
Family	\$1,092/annual (\$42/per pay period)

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

The County shall provide the Association with documentation, including annual rate information from the provider, that justifies the change in the employee contribution.

18.2: Full time employees eligible shall be entitled to select the following option in the place of the core plan.

OPTION II - NON-PARTICIPATION COMPENSATION

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

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

Payment shall be made in equal bi-weekly installments. The employee may elect the compensation through deferred compensation or individual flexible spending account.



The employee shall have sole responsibility to apply for deferred compensation, which shall be consistent with all terms and conditions of deferred compensation.

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

18.4: The County shall provide the following core plan and provide the following options. Be it provided that participation is limited to full time regular employees with one year of full time continuous service.

A. CORE PLAN

\* Plan 100 50/50 to an annual maximum of \$1,000 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.

18.5: Full time regular employees shall be eligible for the core life insurance of \$25,000 or any of the other options as follows:

A. OPTION I

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

B. OPTION II

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

18.6: 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.

18.7: 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.

18.8: On an approved leave of absence without pay, the employee may continue premium payment consistent with the terms of applicable laws.

**ARTICLE 19**  
**ACT OF GOD**

19.1: In the event of a natural or man-made disaster or emergency, the Chairperson of the

Board of Commissioners or the Chairperson's designees, the County Administrator or Controller, may declare the same and authorize the pay of those employees unable to report to work. An employee who reports to work shall receive compensatory time or straight pay for the work performed.

19.2: In the event any member of the Bargaining Unit is sent home from work or advised not to report to work for reason other than discipline by the Co-Employer, such employee shall receive a full day's pay for that day.

## **ARTICLE 20** **MILEAGE ALLOWANCE**

20.1: Employees who use their personal vehicles on business of the Co-Employer shall be reimbursed at the maximum allowable I.R.S. rate.

## **ARTICLE 21** **RETIREMENT**

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

21.2: The Defined Benefit Pension and the Retiree Health Care Plan are completely separate Retirement Plan programs with separately designated methods for funding set forth in this Agreement. The assets of the separate programs may be commingled for investment purposes but shall be and are separate funds for accounting and actuarial purposes.

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

A. The employee shall contribute five percent (5%) of his or her eligible gross bi-weekly wage.

B. Effective January 1, 2008 and every calendar year thereafter the employer shall contribute an actuarially determined amount. The County acknowledges and affirms the fiduciary responsibility to fund the retirement pension fund as determined necessary.

21.4: The St. Clair County Retirement System provides eligible employees with the opportunity to participate in the retiree health care plan by contributing to a Health Care Trust Account. Employee participation in the Health Care Trust Account is optional. The option is exercised upon date of eligibility to participate in the retirement plan and once exercised is

irrevocable. A description of the retiree health care coverage is provided in the Retirement Plan booklet. Eligibility for retiree health care coverage is as follows.

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

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

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

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

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

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

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

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

21.5: Contributions to the Retiree Health Care Trust Account shall be calculated on the first \$50,000 of an employee's eligible bi-weekly wages as defined in this article. The employee shall contribute to the Retiree Health Care Trust Account as follows:

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

<u>Effective Date</u>	<u>Employee Contribution</u>
01/01/09	0.5%
07/01/09	1.0%
01/01/10	1.5%

07/01/10	2.0%
01/01/11	2.5%

21.6: Employees hired before January 1, 2009 with sufficient years of service and age to retire before December 31, 2011 shall be entitled to select the following contribution option:

- A. The employee shall contribute five percent (5%) of his or her eligible bi-weekly wage as defined in this article for the duration of this Agreement. The employee's contribution shall be attributed to both pension and health care.
- B. The County shall contribute thirteen percent (13%) of the employee's eligible bi-weekly wage for the duration of this Agreement. The County's contribution shall be attributed to both pension and health care.
- C. In selecting this option the employee agrees to and shall retire on or before December 31, 2011.
- D. In selecting this option the employee must complete and sign a retirement application form designating a retirement date no later than December 31, 2011.
- E. The employee that fails to retire or otherwise leave employment no later than December 31, 2011 shall be required to pay an amount equal to the contributions that otherwise would have been made to the Retiree Health Care Trust Account. Contributions due shall be made by payroll deduction and/or in a lump sum at the employee's discretion but shall be paid in full within ninety (90) calendar days after December 31, 2011 or the employee will be subject to pay one percent (1%) daily compounded interest.

21.7: A bargaining unit member who elected not to participate the County's retiree health care program and has, therefore, not paid into the Retiree Health Care Trust Account, will be given the opportunity to participate in the County's retiree health care program in the event a need for such health care arises due to unforeseen circumstances such as, by way of example, divorce from a spouse through whom retiree health care would have been provided. In the event of such an unforeseen situation as described herein, the bargaining unit member shall notify the County in writing of the circumstances and shall request participation in the County retiree health care system.

If a qualifying event has occurred, in order to participate in the retiree health care program the member shall be required to pay the County an amount equal to all contributions the member would have made to the Retiree Health Care Trust Account had the member not opted out plus 2% interest on such contributions compounded annually commencing at the end of the first year the member would have started contributing. The member shall also be required to reimburse the County the 457 Plan match contributions received while opting out of the retiree health care program, and shall not be eligible for future match contributions once participation in the retiree health care program is accepted.

The amounts due under this paragraph are due within 90 days of the County's acceptance of the member's application. If such amounts are not paid, the member will not be permitted to opt back into the County retiree health care program.

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

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

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

B. "ALL CONTRIBUTIONS" to the 457 Deferred Compensation Plan shall mean the contributions of the employee and the County. Contributions shall mean all contributions except as otherwise defined.

C. Upon retirement the employee may at his or her discretion use contributions to the 457 Deferred Compensation Plan to purchase retiree health care from the Retirement System provided the employee has a minimum of eleven (11) or more years of contributed service in the Retirement System.

D. An employee must elect or not elect to contribute to the 457 Deferred Compensation Plan upon full time regular employment with the County. The election once executed is irrevocable. Employees wishing to adjust their employee contribution election amount, may do so in accordance with the terms of the 457 Plan and applicable County policy.

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

21.9: A retiring employee subject to the original retirement plan shall be entitled to a multiplier of two percent (2%) for each year of employment. The multiplier shall not exceed sixty-four percent (64%) upon attaining thirty-two actual years of service, including purchased military service time. Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

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

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

Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation. Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed sixty-nine and six-tenths percent (69.6%).

21.11: An employee shall be eligible upon satisfying one of the following three criteria (in accordance with the Employees' Retirement System Ordinance):

- A. The employee has attained the age of fifty-five (55) years and has twenty-five (25) or more years of credited service.
- B. The employee has attained the age of sixty (60) years and has eight (8) years or more years of credited service.
- C. The employee's combined years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) years of actual service.

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

21.12: An employee shall only be entitled to withdraw his or her contributions to the Defined Benefit Plan upon termination of employment.

- A. An employee is not required to withdraw his or her contributions upon termination of employment.
- B. Contributions left in the plan are deferred until such time as the former employee is eligible to receive a pension.
- C. The employee that withdraws his or her contributions shall terminate all right to receive a pension benefit from the plan.
- D. The employee that withdraws his or her contributions shall be entitled to a rate of interest on the contributions determined by the Retirement Board which shall be consistent with the interest rate attributed to all employee accounts regardless of Association affiliation.

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

- A. An employee is not required to withdraw his or her contributions upon

termination of employment.

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

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

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

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

F. If an employee has elected to participate in the retiree health care trust plan but terminates participation in the plan prior to becoming eligible, the County shall refund all employee contributions plus interest at the rate then being paid by the County Pension System upon withdrawal of contributions by an employee, which rate is currently 2%

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

A. Overtime or compensatory time payoff.

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

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

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

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

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

The employee may contribute up to a maximum of 8% of total wages through payroll deduction each pay period. Wages is defined as W-2 compensation less fringe benefits, bonuses, overtime, off schedule payments and longevity, etc. Employees wishing to adjust their employee contribution election amount, may do so in accordance with the terms of the 457 Plan and applicable County policy.

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

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

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

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



**ARTICLE 22  
WAGES**

2.0% Effective 01/01/07	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Ass't Prosecuting Attorney	\$48,729	\$52,816	\$57,736	\$62,865	\$67,533	
Chief of Appeals	\$68,893	\$73,760	\$80,395	\$87,365		
Sr Ass't Prosecuting Attorney	\$70,251	\$76,437	\$83,312	\$90,533		
Investigator	\$40,849	\$43,572	\$46,297	\$49,020	\$51,743	\$54,457

2.0% Effective 01/01/08	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Victims Rights Supervisor	\$47,386	\$49,281	\$51,252	\$53,301	\$55,433	\$57,650	\$59,956	\$62,354
Ass't Prosecuting Attorney	\$49,704	\$53,872	\$58,891	\$64,122	\$68,884			
Chief of Appeals	\$70,271	\$75,235	\$82,003	\$89,112				
Sr Ass't Prosecuting Attorney	\$71,657	\$77,965	\$84,978	\$92,344				
Investigator	\$41,666	\$44,444	\$47,223	\$50,001	\$52,777	\$55,546		

01/01/2009 – Wage Reopener  
 01/01/2010 – Wage Reopener  
 01/01/2011 – Wage Reopener

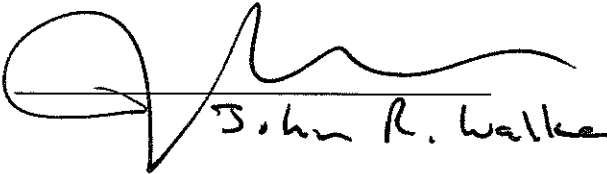
January 1, 2009 – Wage Reopener

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

**ARTICLE 23**  
**TERMINATION OF AGREEMENT**

23.1: This Agreement shall be in effect and become operative January 1, 2007 and shall continue in operation and effect through December 31, 2011. If either party hereto desires to terminate, modify or amend this Agreement, it shall give notice at any time within (90) calendar days prior to December 31, 2011. If neither party shall give notice to terminate, modify, or amend this Agreement, the Agreement will continue in operation and effect after December 31, 2011.

FOR THE ASSOCIATION

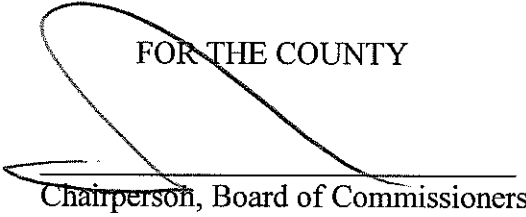
  
\_\_\_\_\_  
John R. Walker

\_\_\_\_\_

\_\_\_\_\_

July 2, 2009  
Date: \_\_\_\_\_

FOR THE COUNTY

  
\_\_\_\_\_  
Chairperson, Board of Commissioners

  
\_\_\_\_\_  
Prosecuting Attorney

  
\_\_\_\_\_  
County Clerk/Register

\_\_\_\_\_  
Date:

**LETTER OF UNDERSTANDING  
REGARDING  
ARTICLE 22 – WAGES**

The County of St. Clair, the St. Clair County Prosecuting Attorney and the Association of Professional Employees of the St. Clair County Prosecuting Attorney agree and acknowledge that the following wage scale for Investigator Donald McIntyre shall be in effect until such time Donald McIntyre’s employment terminates with the St. Clair County Prosecutor’s office as Investigator.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2.5% Effective 01/01/04	\$46,511	49,160	49,348	51,184	53,112	55,766
2.5% Effective 01/01/05	\$47,674	50,389	50,581	52,464	54,440	57,160
2.5% Effective 01/01/06	\$48,866	51,649	51,846	53,776	55,801	58,589

FOR THE ASSOCIATION

FOR THE COUNTY

Chairperson, Board of Commissioners

Prosecuting Attorney

County Clerk/Register

Date:

Date: