

6/30/93

St. Clair County

AGREEMENT

Between

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

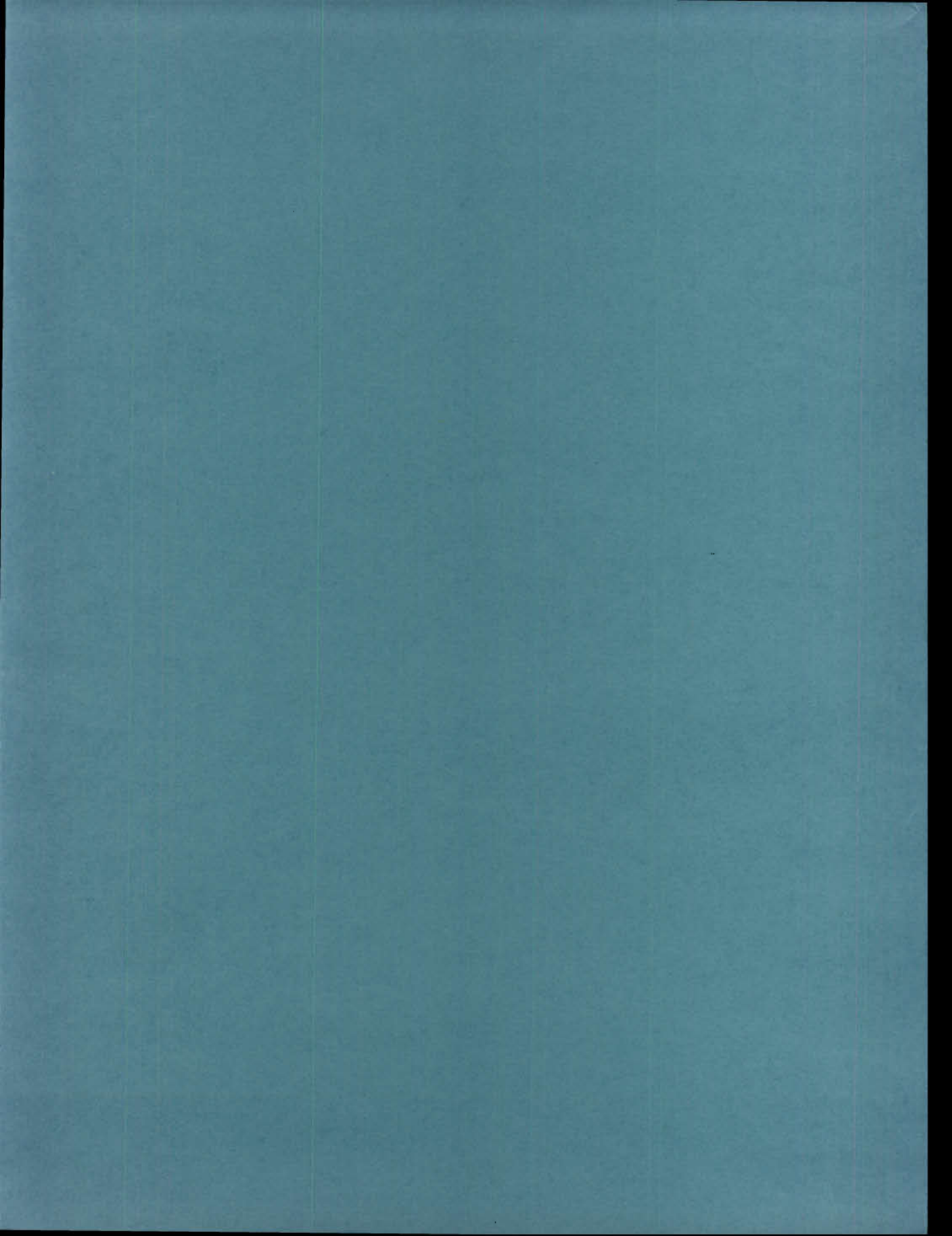
and

ST. CLAIR COUNTY SHERIFF'S DEPARTMENT

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN
(POAM)

Effective July 1, 1990 through June 30, 1993



TOPICAL INDEX

<u>PAGE</u>	<u>TOPIC</u>	<u>ARTICLE</u>
3	AGENCY SHOP	VI
1	AGREEMENT	I
13	CAREER CHANGE AND ADVANCEMENT	XVII
2	CONTRACT SERVICES	V
8	DISCHARGE AND DISCIPLINE	XI
11	EMPLOYEE RECORDS REVIEW	XIV
27	EMPLOYEE LIABILITY	XXXII
4	GRIEVANCE PROCEDURE	VIII
31	HOLIDAYS	XXXVI
24	HEALTH AND DENTAL CARE AND LIFE INSURANCE	XXXI
19	INJURY LEAVE WITH PAY	XXI
32	JURY DUTY	XXXVII
8	LAYOFF AND RECALL	XII
18	LEAVE OF ABSENCE	XX
36	LETTER OF UNDERSTANDING REGARDING PRISONER TRANSFER	
38	LETTER OF UNDERSTANDING REGARDING RETIREMENT	
35	LETTER OF UNDERSTANDING REGARDING UNIFORM CLEANING ALLOWANCE	
7	LOSS OF SENIORITY	X
12	MAINTENANCE OF PROFESSIONAL STANDARDS	XVI
2	MANAGEMENT RESPONSIBILITY	IV
17	OVERTIME	XIX
21	PAYMENT OF BACK CLAIMS	XXV
23	PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT	XXVII
21	PRISONER TRANSFER	XXIV
1	PURPOSE AND INTENT	II
1	RECOGNITION	III
22	RETIREMENT	XXVI
33	SALARY SCHEDULE	XXXVII
7	SENIORITY	IX
27	SERVICE RECOGNITION	XXXII
23	SHIFT PREMIUM	XXVIII
28	SICK DAYS	XXXIV
33	TERM OF AGREEMENT	XXXVIII
23	UNIFORM CLEANING ALLOWANCE	XXIX
24	UNIFORM REPLACEMENT	XXX
21	UNION BULLETIN BOARD	XXIII
4	UNION REPRESENTATION	VII
30	VACATIONS	XXXV
20	VETERANS	XXII
15	WORKING HOURS	XVIII

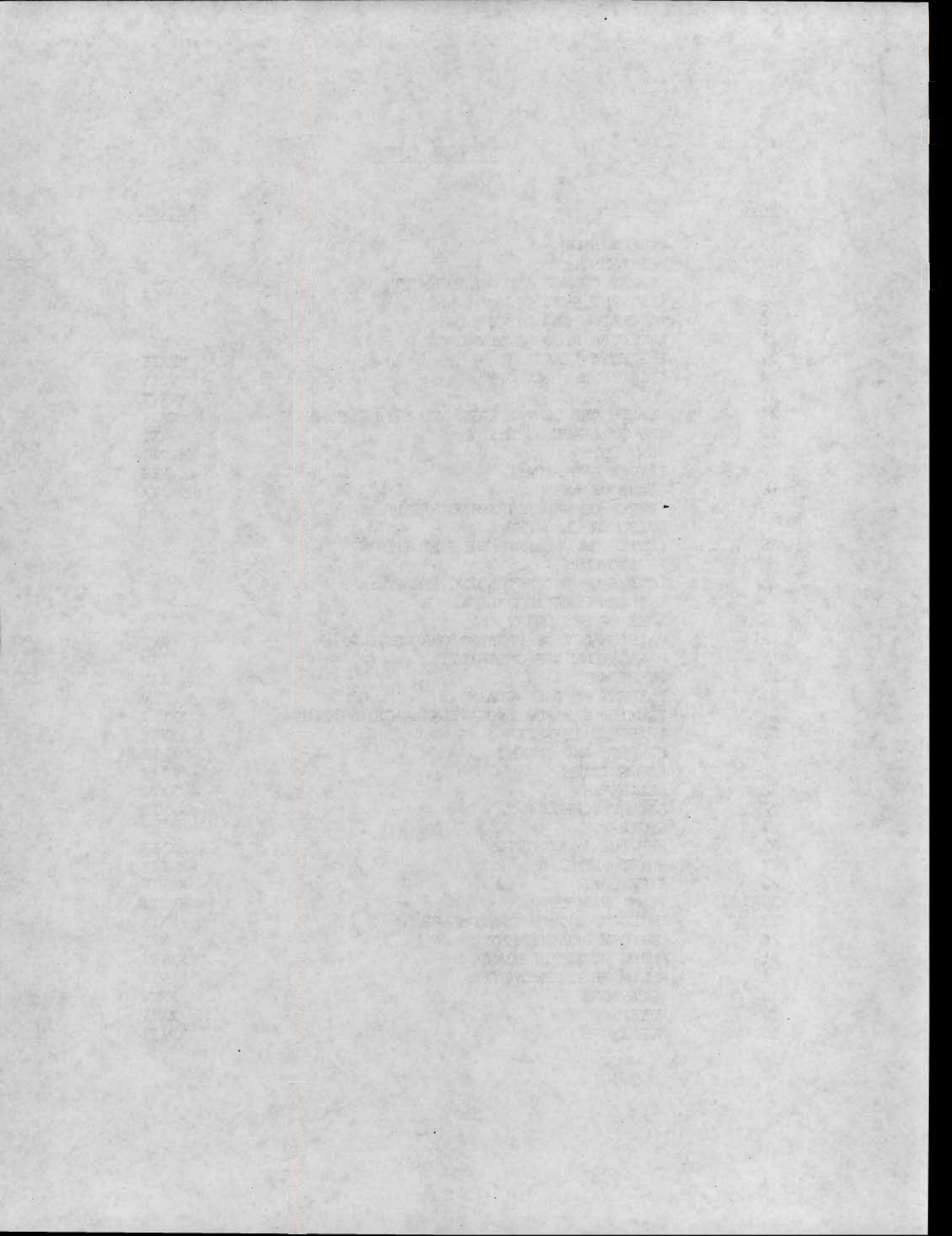
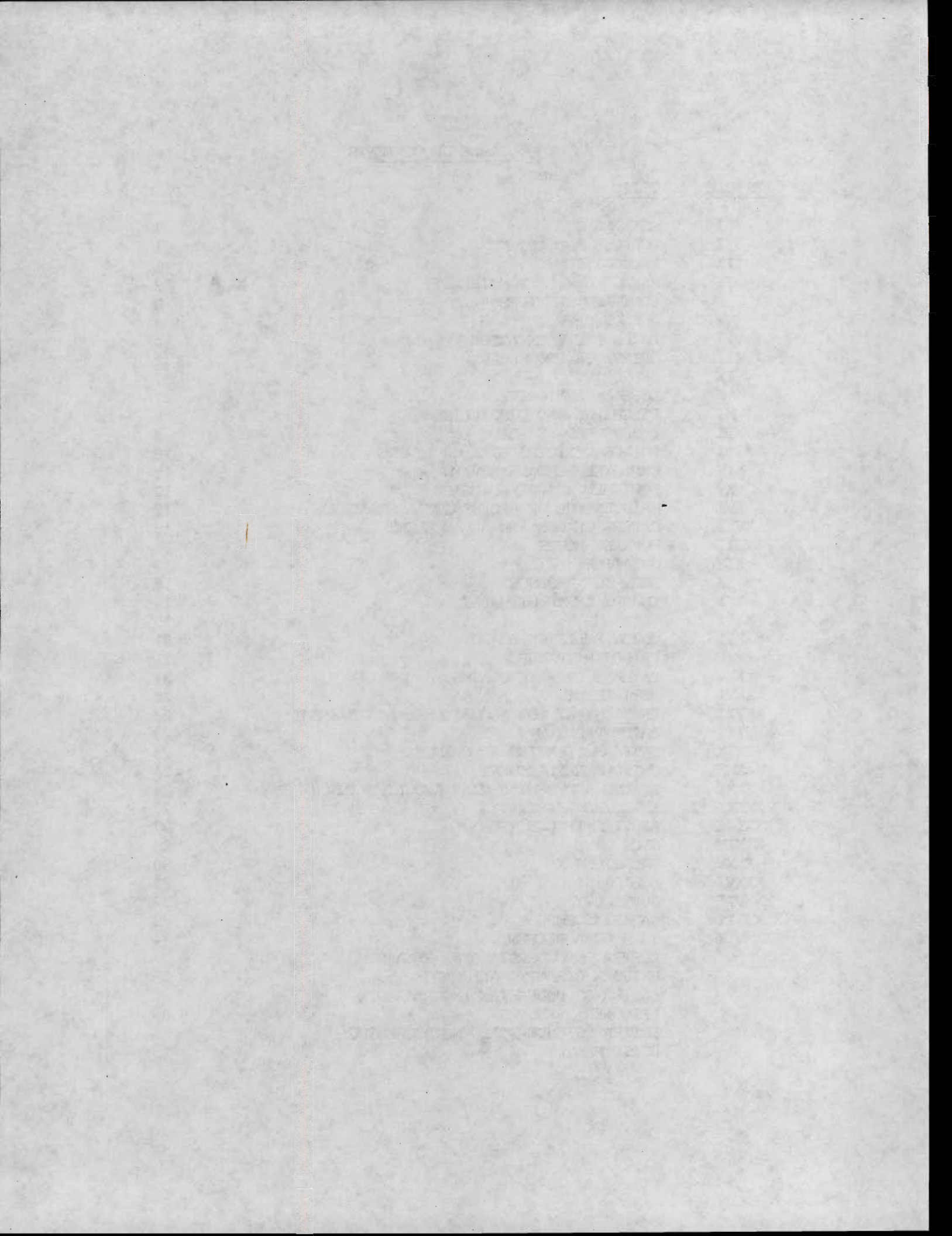


TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
I	AGREEMENT	1
II	PURPOSE AND INTENT	1
III	RECOGNITION	1
IV	MANAGEMENT RESPONSIBILITY	2
V	CONTRACT SERVICES	2
VI	AGENCY SHOP	3
VII	UNION REPRESENTATION	4
VIII	GRIEVANCE PROCEDURE	4
IX	SENIORITY	7
X	LOSS OF SENIORITY	7
XI	DISCHARGE AND DISCIPLINE	8
XII	LAYOFF AND RECALL	8
XIII	POLICE OFFICERS BILL OF RIGHTS	10
XIV	EMPLOYEE RECORDS REVIEW	11
XV	EQUIPMENT CARE AND USAGE	12
XVI	MAINTENANCE OF PROFESSIONAL STANDARDS	12
XVII	CAREER CHANGE AND ADVANCEMENT	13
XVIII	WORKING HOURS	15
XIX	OVERTIME	17
XX	LEAVE OF ABSENCE	18
XXI	INJURY LEAVE WITH PAY	19
XXII	VETERANS	20
XXIII	UNION BULLETIN BOARD	21
XXIV	PRISONER TRANSFER	21
XXV	PAYMENT OF BACK CLAIMS	21
XXVI	RETIREMENT	22
XXVII	PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT	23
XXVIII	SHIFT PREMIUM	23
XXIX	UNIFORM CLEANING ALLOWANCE	23
XXX	UNIFORM REPLACEMENT	24
XXXI	HEALTH AND DENTAL CARE AND LIFE INSURANCE	24
XXXII	EMPLOYEE LIABILITY	27
XXXIII	SERVICE RECOGNITION	27
XXXIV	SICK DAYS	28
XXXV	VACATIONS	30
XXXVI	HOLIDAYS	31
XXXVII	JUFY DUTY	32
XXXVIII	SALARY SCHEDULE	33
XXXVIX	TERM OF AGREEMENT	34
	LETTER OF UNDERSTANDING REGARDING UNIFORM CLEANING ALLOWANCE	35
	LETTER OF UNDERSTANDING REGARDING PRISONER TRANSFER	36
	LETTER OF UNDERSTANDING REGARDING RETIREMENT	38



ARTICLE I
AGREEMENT

1.1: This Agreement made and entered into for the period July 1, 1990 through June 30, 1993 between the Board of Commissioners of the County of St. Clair, state of Michigan, hereinafter referred to as the "Employer," and the Sheriff of St. Clair County, hereinafter referred to as the "Co-employer", and the St. County Sheriff's Department Chapter, Police Officers Association of Michigan, hereinafter referred to as the "Union".

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

ARTICLE II
PURPOSE AND INTENT

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

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

ARTICLE III
RECOGNITION

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

Corrections Officer
Deputy
Youth Service Detective
Detective
Service Bureau Agent
Custodian II
Inmate Trust/Commissary Clerk
Communications Officer
Transfer Officer

The Sheriff, Undersheriff, supervisory employees such as but not limited to, Correction Corporal, Correction Sergeant, Service Bureau Manager, Communications Director, Sergeants, Lieutenants and Captain shall be excluded from the bargaining unit by virtue of their supervisory capacity and not necessarily by rank. Other employees such as the personal Secretary to the Sheriff, Special Deputy and temporary employees shall be excluded from the bargaining unit.

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

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

ARTICLE IV
MANAGEMENT RESPONSIBILITY

4.1: 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 V
CONTRACT SERVICES

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

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

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

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

ARTICLE VI
AGENCY SHOP

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

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

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

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

6.5: "The P.O.A.M. certifies that _____ has failed to tender the periodic representation fee required under the labor agreement and demands that, under the terms of this agreement, the Employer deduct the delinquent representation fees from the collective bargaining unit member's salary." (The P.O.A.M. certifies that the amount of the representation fee includes only the proportionately equivalent amount necessary for negotiations, grievance processing, and administration of this Agreement.)

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

6.7: The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that 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 VII
UNION REPRESENTATION

7.1: The Union shall be represented to the Employer by no more than three (3) representatives. The names and classifications of these employees shall be communicated in writing to the Sheriff and Personnel Officer of the County upon their selection and/or subsequent change.

7.2: The representative(s) shall be permitted to represent the employees to the Employer in matters of negotiation, grievances, or concerns of the membership. No more than two (2) employees may be paid when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Union in all other matters. The employee(s) shall have exclusive and sole authority and power to select who shall represent them to the Sheriff and/or County and shall have full responsibility to arrange for said representation.

7.3: The Employer shall grant a leave of absence not to exceed an accumulative fourteen (14) days a year to bargaining unit members selected for attendance at Union conventions or activities. Be it provided, however, that not more than one (1) employee shall be granted leave at any one time and that such leave shall be without pay unless the employee utilizes vacation leave. Be it further provided, that such request shall be made in writing no less than four (4) weeks in advance.

7.4: The local Union President shall work a steady day shift.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1: Step 1

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

8.2: Step 2

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

8.3: Step 3

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

- H. Failure of the designated Employer Representative(s) to comply within the deadline established at any step shall result in advancement to the next step of the procedure, if determined by the Union.

8.4: Step 4

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

- A. The Union shall within thirty (30) calendar days following receipt of the County's written decision at Step 3, give notice in writing to the County Personnel Officer and Sheriff of the Union's intention to pursue arbitration, or the matter will be untimely.
- B. The Union shall have the option to select arbitration through the Michigan Employment Relations Commission or the American Arbitration Association, Federal Mediation and Conciliation Service or as otherwise mutually agreed by the parties.
- C. The fee and expenses of the arbitrator shall be 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 Article XVII - Career Change and Advancement, Section 17.8.
- 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 IX
SENIORITY

9.1: New full time employees hired in the Unit or full time employees who obtain MLEOTC Certification while in a law enforcement classification shall be required to serve an orientation period of nine (9) calendar months from the actual date of assuming the position or obtaining certification, whichever is greater. All part time employees shall be required to satisfactorily complete an eighteen (18) month orientation period. After completion of the orientation period, the full time employee shall be added on the applicable seniority list of the unit and seniority shall start as defined herein. Unsatisfactory performance during the orientation period shall result in the termination of employment.

- A. County Seniority - The most recent date of full time continuous employment with St. Clair County.
- B. Department Seniority - The most recent date of full time continuous employment with the St. Clair County Sheriffs Department. Department shall mean St. Clair County Sheriff Department when referenced anywhere within this Agreement.
- C. Bargaining Unit Seniority - The most recent date of full time continuous employment within the bargaining unit.
- D. Classification Seniority - The most recent date of full time continuous employment within the classification.
- E. Law Enforcement Seniority - the most recent date of full time continuous employment as a Certified Law Enforcement Officer Classification with the St. Clair County Sheriff's Department.

9.2: The seniority list on the date of this Agreement will show the names and classifications of all employees of the Unit entitled to seniority.

9.3: The County shall provide the union with a bargaining unit seniority list in reasonable time and manner when requested by a union officer.

9.4: The seniority of full time and part time employees shall be maintained separately and distinctly for purposes of applying all terms and conditions of the contract.

ARTICLE X
LOSS OF SENIORITY

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

- A. Is discharged and the discharge is not reversed.
- B. The employee is absent for two (2) consecutive working days without notification to the ranking duty officer(s) during the two (2) day period. Exceptions may be made by the Sheriff or designee on proof of good cause that failure to report was beyond the employee's control. After such absence, written notification shall be sent to the employee at their last known address that they have lost all seniority rights. The grievance procedure shall be available to the employee provided it is commenced in

writing within fifteen (15) calendar days following mailing of notice of discharge as herein provided.

- C. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.
- D. Retirement.
- E. The employee resigns.

ARTICLE XI
DISCHARGE AND DISCIPLINE

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

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

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

ARTICLE XII
LAYOFF AND RECALL

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

12.2: In the event a layoff becomes necessary, the following procedure based on departmental seniority shall be followed:

- A. Temporary employees in the classification affected shall have their employment terminated in so far as they are not bargaining unit members and subject to recall.
- B. Part time employees in the classification affected shall be laid off first.
- C. Full time employees on orientation in the classification affected shall be laid off next.
- D. Full time employees who have satisfactorily completed orientation in the classification affected shall be laid off next.

12.3: An employee on orientation as a result of a promotion or transfer shall displace the least senior employee in their previous classification provided the promoted or transferred employee has greater departmental seniority.

12.4: 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 subordinate classification salary step which most closely approximates the displacing employee's former salary.

12.5: An employee who has not held a subordinate or lower paying classification shall be eligible to exercise displacement rights provided:

- A. The displacing employee possesses all the qualifications of educations, training skills and ability to perform the tasks in accordance with the job description. In the event the subordinate position requires certification or specialized classroom training the Employer shall make such training available to the employee at the Employer's cost. The employee must satisfactorily complete a six (6) month trial period or be laid off.
- B. The displacing employee may only displace an employee with less departmental seniority.
- C. The displacing employee shall be paid at the subordinate classification salary step which most closely approximates the displacing employee's former salary.

12.6: In no event shall an employee be eligible to displace an employee in a higher paying classification.

12.7: Employee(s) who elect not to accept a subordinate classification to which their classification or departmental seniority entitles 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.

12.8: 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.

12.9: 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.

12.10: 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 all their 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 moral conduct and standards or ability to perform the work does not meet that required of a law enforcement professional.

ARTICLE XIII
POLICE OFFICERS' BILL OF RIGHTS

13.1: It is recognized that the citizens' 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, the constitutional rights of those individuals involved shall be preserved.

13.2: Whenever a member of the bargaining unit is subject to examination or questioning by a commanding officer 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:

13.3: Members under examination or questioning shall be informed of the specific nature of the examination or questioning 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 examination or questioning shall have twenty-four (24) hours to do so.

13.4: Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary.

13.5: The member under questioning shall not be subject to abusive language. No promise of reward shall be made as 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.

13.6: If a tape recording is made of the questioning the member shall have access to the tape if any further proceedings are contemplated.

13.7: If the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, they shall be completely informed of all their constitutional rights prior to the commencement of any questioning.

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

13.9: No member of this bargaining unit shall be subjected to disciplinary action for appearing before a state or Federal Grand Jury at which they presented testimony under oath and has been sworn to secrecy.

13.10: 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 and state laws if such activity adversely reflects on the department).

ARTICLE XIV
EMPLOYEE RECORDS REVIEW

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

14.2: The employee may inquire into disciplinary actions 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.

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

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

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

- A. An inspection of all equipment including vehicles shall be made by the employees prior to commencement of their tour of duty.
- B. In the event of an emergency prohibiting such an inspection, the employee(s) shall notify the shift commander during that shift of the inopportunity for inspection and shall receive instructions for same. The employee(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 all equipment including vehicles.

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

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

15.4: The employee(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.

15.5: Employee(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 checkoff form.

ARTICLE XVI
MAINTENANCE OF PROFESSIONAL STANDARDS

16.1: 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 compensation at the rate of time and one-half (1 1/2) for time actually spent in training including breaks and meal(s).
- 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, as prescribed in the preceding Section A.

- C. When a part time employee is scheduled on a day off, the employee shall receive straight time compensation for the time actually spent in training including breaks and meal(s). In the event training exceeds eight (8) hours of work and/or training in a day or forty (40) hour work and/or training in a calendar week, the employee shall be subject to time and one half (1 1/2).

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

16.3: 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 XVII
CAREER CHANGE AND ADVANCEMENT

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

17.2: A career change or transfer shall mean a change in classification resulting in no increase in responsibility or wages. The application of this definition shall in no way prohibit the right of the Sheriff to make work assignments within the employee's classification or to inhibit or restrict the right of temporary transfer as provided in 17.13.

17.3: Notice of vacancies which would constitute a transfer, 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. The vacancy shall be filled within 180 days of the posting provided the process is undisputed by any bargaining unit member.

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

65% written examination
20% oral interview
15% 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 Sheriff shall have exclusive authority to conduct and determine the composition of the oral interview. Provided however, the Sheriff shall comply with state and Federal regulations which may apply in determining questions and scoring of the oral interviews.
- C. The 15% departmental seniority will be credited the employee at the rate of one percent (1%) for each year of departmental seniority to a maximum of 15%.

17.5: The Sheriff shall have exclusive authority to change the status of a part time employee to full time within the Corrections Officer classification.

17.6: Prior to changing the status of a part time Corrections Officer to full time Corrections Officer, the Sheriff shall post a notice that a full time position is available. A Deputy or Detective with an interest in the full time position shall in writing notify the Sheriff. The Sheriff shall provide a competitive job posting notice if an interest is demonstrated by Deputy or Detective. In the event only one (1) Deputy or Detective is interested in the position, the Sheriff may appoint the officer to the full time Corrections Officer position.

17.7: The Employer shall not be prohibited from external recruitment of Deputies, Communication Officers, Correction Officers, Transfer Officers, and all Clerical-Maintenance classifications. All externally and internally recruited candidates shall be required to compete on the same basis. The remaining classifications may only be recruited when there are no internal candidates who have applied. The Sheriff shall have sole discretion to appoint employees to part time positions. Part time employees shall be required to possess the same qualification of a full time employee in the same classification.

17.8: 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) calendar 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.

17.9: Candidates for Detective, Youth Service Detective and Sergeant must have five (5) years of MLEOTC Certification with the St. Clair County Sheriff Department. Candidates for Corrections Corporal must have five (5) years of service with the St. Clair County Sheriff Department as a Correction Officer. Communications Officers and Corrections Officers who wish to test for Deputy positions must be minimally qualified. Minimally qualified shall mean that prior to the career change or promotion test the Corrections Officer or Communications Officer has passed the two (2) part MLEOTC pre-academy entry test and possesses the required certification card (green card) from the Michigan Law Enforcement Officers Training Council.

17.10 A promoted or transferred full time or part time employee shall be subject to a nine (9) month orientation period. A promoted or transferred part time employee shall be subject to an eighteen (18) month orientation period. An employee whose performance is unsatisfactory during the orientation period shall be returned to their former classification. An employee shall be returned to their former classification if their request is made during the orientation period.

17.11: Promotion list (points for exam results, oral interview and seniority) shall be maintained for one (1) year from the date of promotion. In the event of any vacancy in the classification, the Sheriff shall appoint the candidate with the highest point total.

17.12: A part time employee who becomes full time shall be entitled to seniority from the date of full time hire.

17.13: Promoted bargaining unit members who transfer back to a rank or classification within the bargaining unit will retain their departmental seniority with the following limitations.

- A. If transfer is within one (1) year of the date of being promoted, the promoted member shall revert to the rank and/or classification held immediately prior to being promoted.
- B. If transfer is due to a departmental wide layoff resulting in the reduction of the number of employees, the promoted former member consistent with Article XII - Layoff and Recall, may revert to the rank and/or classification held immediately prior to being promoted.
- C. Promoted former members who transfer into the bargaining unit for any other reason shall be limited to the classification and compensation of certified Deputy or certified Correction Officer for those who previously held the position.

17.14: Temporary assignments may be made for periods not to exceed one year or leave of absence, unless otherwise mutually agreed by the parties. Employees who are temporarily assigned shall receive the rate for their regular classification or the classification of transfer, whichever is higher.

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

ARTICLE XVIII WORKING HOURS

18.1: The work schedule of full time employees shall be posted no less than two (2) weeks in advance of the commencement of the first day of the schedule. The schedule of part time employees shall be posted no less than one (1) week in advance.

18.2: The Sheriff shall determine the starting time of all shifts. A full time employee's shift shall constitute eight (8) consecutive hours, excluding overtime unless otherwise mutually agreed. A part time employee may be scheduled for a shift for eight (8) or fewer hours in a day but fewer than forty (40) hours in a calendar week.

18.3: The full time employee 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. The part time employee schedule shall be for a period of three (3) calendar weeks as a minimum.

18.4: Prior to effecting a full time employee schedule change the employee shall be consulted in an effort to provide a mutually satisfactory change. Be it provided, however, schedule changes shall be based upon classification seniority. The employee with the least classification seniority who could be affected by a schedule change shall be required to work the shift provided that a qualified employee does not volunteer for the shift change.

18.5: The lunch period shall consist of thirty (30) minutes, to be scheduled by the Employer. Personnel assigned to the Sheriff's Department building shall not leave the building for the lunch period unless permitted by the Employer. Employees shall return to work from the lunch period when ordered by the Employer. If emergencies arise or other arrangements cannot be made, employees shall return to work from the lunch period when ordered by the Employer.

18.6: Employees shall have a minimum of twelve (12) hours off between regularly scheduled shifts, unless mutually agreed, or the Employer shall pay overtime for the period less than twelve (12) hours.

18.7: Shift trades mutually agreed upon by employees must have approval of the Employer or such trade shall not be effected. The Employer shall not unreasonably withhold such approval.

18.8: The Sheriff shall endeavor to grant permanent shifts among full time Deputy, Corrections Officer, Communications Officer and Service Bureau Agent classifications. Before the posting of each third schedule or approximately every five (5) months, the Sheriff shall determine the number of employee(s) in each classification on each shift and the time of the shift. The Sheriff shall post a notice of the number and time of the shifts for period of seven (7) consecutive days. The Sheriff shall have the right to establish a swing shift with as many as twenty percent (20%) of the employees in a classification who may be so assigned. An employee who desires a permanent swing shift shall enter their name in the designated place on the notice according to the shift desired. Shift designation shall be in seniority order from the greatest to the least seniority. The Sheriff may determine the shift of an employee for the purpose of training, retraining, or to provide a more structured working environment provided such determination shall not be disciplinary in nature. Be it provided that shift designation shall not be construed to mean selection of work

assignment regardless of seniority or any factor or provision of this Collective Bargaining Agreement. Be it provided, that an employee whose position is funded, in part or whole, by a state or federal grant or contract with another political subdivision shall not be subject to this provision but shall be scheduled at the discretion of the Sheriff.

ARTICLE XIX
OVERTIME

19.1: Overtime shall be paid at a rate of time and one-half (1 1/2) 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, including court time. Be it provided that overtime does not compound by this definition of the day and week.

19.2: 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.

19.3: The Employer shall have the right to compel overtime among employees with the least classification seniority qualified for required work within a classification upon meeting the qualifications established in 19.2: of this Article. Be it provided the Sheriff will make a reasonable effort based upon the circumstances to compel an equal number of occurrences in a calendar week excluding the right to compel overtime as described in 19.7: of this Article.

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

19.5: A message left on an employee's answering machine shall constitute an attempt to provide overtime and be considered a refusal if left unanswered by the employee.

19.6: Employees called in to work shall be guaranteed a minimum three (3) hours pay at time and one-half (1 1/2), including Court time.

19.7: 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 circumstances permit.

19.8: In the event of overtime the following procedure shall be followed:

- A. Off duty full time employees shall be called first, based upon their departmental seniority and then their hours actually worked in order to equalize hours. A refusal or unavailability shall be subject to 19.2.
- B. If Step 19.8:A does not result in sufficient staffing the hours shall be offered to the employee with the fewest overtime hours on the shift preceding the shift with the available hours.
- C. If Step 19.8:B. does not result in sufficient staffing the hours shall be offered to the employee with the fewest overtime hours on the shift following the shift with the available hours.
- D. If Step 19.8:C does not result in sufficient staffing the least senior employee from the shift preceding the shift with the available hours shall be compelled to work the overtime consistent with 19.2 and 19.3. Prior to compelling overtime the work shall be offered to available part time employees.
- E. In the event employees volunteer to split the hours of a shift, the commanding officer shall have sole authority to approve or disapprove of the split.

19.9: Special Deputies shall not be used to replace regularly scheduled full-time Deputies as a means of avoiding overtime payment.

19.10 An employee required to appear in Court at a time other than when scheduled to work, provided such Court appearance is related to departmental business, shall be eligible for one and one-half (1 1/2) times the prevailing hourly rate of the employee. The employee issued a subpoena is required to contact the Court designated on the subpoena in the manner prescribed by the Sheriff and/or Court relative to the date and time of their Court appearance. An employee may elect to receive overtime or subpoena or deposition fee(s) but only one and not all. The employee shall not be eligible to receive overtime pay if their Court appearance date and/or time is cancelled and forty-eight (48) hours advance notice is available to the employee and they fail to contact the Court by the prescribed method. The employee required to make a Court appearance is St. Clair County on a scheduled day off shall report to the duty officer in person prior to and after the Court appearance unless instructed to do otherwise by the Employer.

19.11: The Sheriff shall have the right to schedule part time employees when notice of vacancies due to scheduled absences are known twenty-four (24) hours in advance.

ARTICLE XX
LEAVE OF ABSENCE

20.1: Leave 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).
- 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 any such leave or extension thereof, shall be consistent with meeting the operating needs of the department.

20.2: Leave 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.
- 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.

20.3: 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 or as may be otherwise provided by law.

20.4: 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 attending physician shall be furnished at reasonable intervals as determined by the Employer, evidencing the inability of the employee to return to their duties.

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

20.6: The requirements of Sections 20.4 and 20.5 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 unreasonably withheld.

ARTICLE XXI
INJURY LEAVE WITH PAY

21.1: Any illness or injury to an employee arising out of the performance of their regular duties 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 if said injury was 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.

21.2: 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.

21.3: 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-quarter (1/4) sick day each workday of disability or at a rate of one(1) sick day for each four (4) workdays of disability.

21.4: In the event that an employee intends to leave the County for reasons other than for medical care or treatment, the Employer shall have the right to require that the employee see a physician of the Employer's selection to determine if such a trip is medically detrimental. The employee's failure to comply with this provision shall constitute sufficient grounds for denial of further salary subsidy by the Employer as provided in 21.1:.. This provision shall not subject the employee to discipline provided the employee is not determined medically fit to return to work by the physician.

ARTICLE XXII
VETERANS

22.1: The applicable seniority rights of an employee who now or hereafter is a member of the Armed Forces of the United States shall accrue during the period of their military service for reinstatement purposes, subject to the following:

- A. That the returning veteran shall submit their application for reinstatement within one hundred and twenty (120) days of his honorable discharge or hospitalization continuing after discharge.
- B. That the veteran is physically and mentally able to perform a job in the unit covered by the Agreement.
- C. That the moral reputation of the veteran is then reasonably within the standards commonly required for law enforcement officers.

22.2: Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulation, will be granted leaves of absence for a period not to exceed a period equal to their applicable seniority, while in full time attendance in school under applicable federal laws in effect at the time of the honorable discharge of said veteran.

22.3: The mandatory provisions of federal laws and the state of Michigan having to do with the rights of veterans, shall be recognized by the parties, hereto.

ARTICLE XXIII
UNION BULLETIN BOARD

- 23.1: The union may use a bulletin board which shall be located in the typing room for the purpose of posting notices of the following activities:
- A. Notices of Union recreational and social events.
 - B. Notices of Union elections.
 - C. Notices of results of Union elections.
 - D. Notices of Union meetings.

ARTICLE XXIV
PRISONER TRANSFER

24.1: In the event of a scheduled extradition (out of state prisoner transfer) the Sheriff shall assign one (1) Deputy or Detective by seniority on a rotating basis. If a Deputy or Detective declines an opportunity, the Sheriff shall offer the work to the next senior Deputy or Detective on the list.

24.2: In the event of a scheduled intra-state prisoner transfer (within Michigan but outside of St. Clair County) the Sheriff shall assign at least one (1) qualified Corrections Officer.

24.3: In the event of a scheduled local transfer (within St. Clair County) the Sheriff shall assign at least one (1) qualified Corrections Officer.

24.4: A minimum of two (2) qualified officers from the department shall be required to transfer dangerous felons or unstable persons, as determined by the Employer on an intra-state transfer.

24.5: In the event of a scheduled intra-state (within Michigan but outside St. Clair County) prisoner transfer the Sheriff may seek a volunteer to assist in the transfer.

24.6: Volunteers shall be departmental employees who would otherwise be off duty. The volunteer shall be paid at their straight time hourly rate for all hours worked unless otherwise required by law.

24.7: The employee will make known to the Sheriff or designee their desire to volunteer. The Sheriff or designee shall determine transfer assignments.

ARTICLE XXV
PAYMENT OF BACK CLAIMS

25.1: 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 XXVI
RETIREMENT

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

26.2: The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The employee shall contribute five percent (5%) of their total wages as a bi-weekly payroll deduction. The County shall contribute the remaining contribution determined necessary.

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

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

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

Upon attaining the twentieth (20) 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%).

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

26.6: An employee disabled in conjunction with and as a result of their employment with the Sheriff Department shall be eligible for disability pension. Be it provided to be eligible for disability pension the employee must have completed ten (10) years of service. The health care premium costs shall be borne by the retirement plan. Disability pension compensation shall be provided at fifty percent (50%) of the normal compensation at the time of disability. Disability pension shall be offset by social security and/or worker's compensation.

26.7: An employee who suffers a non-duty related permanent total disability shall be entitled to a pension provided the employee has at least ten (10) years of service. An employee whose death is due to a non-duty related disability shall be entitled to a pension if vested in the plan. Employees who were hired on or before the ratification date of this contract

shall be eligible for health care, the cost of which shall be borne by the plan. Employees hired after the date of ratification shall be ineligible for health care except as may be provided by applicable law such as C.O.B.R.A.

26.8: An employee in the classification of Corrections Officer, Communications Officer, Deputy, Detective or Youth Service Detective shall be eligible for early retirement with twenty-five (25) or more years of continuous full time employment.

ARTICLE XXVII
PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT

27.1: Each full time certified Police Officer and certified full time Corrections Officer hired prior to January 1, 1992 with five (5) years continuous service possessing or acquiring 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.

27.2: Each full time certified Police Officer and certified full time Corrections Officer hired prior to January 1, 1992 with five (5) years continuous service possessing or acquiring a Bachelors 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.

27.3: The provisions of Sections 27.1 and 27.2 are not intended to be cumulative. In the event an officer possesses both an Associates and a Bachelors Degree, the Officer shall receive premium pay for the Bachelor's degree only.

ARTICLE XXVIII
SHIFT PREMIUM

28.1: 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.

28.2: 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 XXVIX
UNIFORM CLEANING ALLOWANCE

29.1: Full time employees required to wear a uniform will be provided a three hundred dollar (\$300.00) annual cleaning allowance. The uniform shall be provided by the Sheriff.

29.2: Part time employees required to wear a uniform will be provided a one hundred and fifty dollar (\$150.00) annual cleaning allowance. The uniform shall be provided by the Sheriff.

29.3: All uniforms shall be come the property of the Sheriff's Department upon the employee's termination regardless of the reason for termination. An employee who fails to return all uniforms shall be required to reimburse the County the uniform cost.

29.4: A certified law enforcement officer not required to wear a uniform 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.

29.5: The Sheriff shall make available, the weapon and leather holster and belt to Corrections Officer(s) when making an inmate transfer.

29.6: A Service Bureau Agent or Inmate Trust/Commissary Clerk hired to a full time position prior to July 1, 1989 shall be eligible for a two hundred dollar (\$200.00) annual clothing allowance paid in equal quarterly installments in March, June, September, and December.

ARTICLE XXX
UNIFORM REPLACEMENT

30.1: 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.

30.2: Request for replacement or repair shall be made on appropriate departmental forms 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 XXXI
HEALTH AND DENTAL CARE AND LIFE INSURANCE

31.1: Each full time employee shall be eligible to participate in the MVF-1 or equivalent health care plan offered by the County. The core plan follows:

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

- A. Employees hired on or after July 1, 1985 pay 100% of FC and/or SD riders premium costs by way of payroll deduction.
- 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 by way of payroll deduction.
- 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. A retired employee shall pay the total premium cost of all insurance plans and/or provisions until age fifty (50).

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

A. OPTION I

All coverages and riders subject to:

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

B. OPTION II

All coverages and riders subject to:

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

C. OPTION III

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

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

Payment shall be made in equal bi-weekly installments. The employee may elect the compensation through deferred compensation or individual flexible spending account. The employee shall have sole responsibility to apply for deferred compensation which shall be consistent with all terms and conditions of deferred compensation.

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

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

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

A. CORE OPTION

- * Plan 100 50/50.
- * 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.

31.6: The Employer will provide a group life insurance plan for qualified insurance employees as the core option as follows:

\$40,000 Law Enforcement Personnel (Including Communications
and Corrections Officers)
\$25,000 Support Personnel

A. OPTION I

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

B. OPTION II

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

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

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

ARTICLE XXXII
EMPLOYEE LIABILITY

32.1: The County shall indemnify each employee against claims of liability which may arise from the course of employment.

ARTICLE XXXIII
SERVICE RECOGNITION

33.1: The Employer shall recognize years of continuous full time service by providing the following percentage of annual salary upon anniversary. Maximum annual salary allowable as of January 1, 1988 shall be no greater than \$40,000.

<u>Years of Service</u>	<u>Percentage of Annual Salary</u>
5 - 9	2%
10 - 14	4%
15 - 19	6%
20 - 24	8%
25+	10%

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

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

33.4: Continuous employment, for the purposes 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.

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

ARTICLE XXXIV
SICK DAYS

- 34.1: Full time employees shall accrue sick days at the following rate:
- A. One (1) day a month for the first sixty (60) months of employment.
 - B. One and one-half (1 1/2) days per month commencing the sixty-first (61st) month through and including the one hundred and twentieth (120th) month of employment.
 - C. One and three quarters (1 3/4) days per month commencing the one hundred and twenty-first (121st) month through and including the one hundred and eightieth (180th) month of employment.
 - D. Two (2) days a month commencing the one hundred and eighty-first (181st) month of employment.
- 34.2: A full time employee shall begin to accrue sick days from the date of full time hire. The first credit and all subsequent credits shall be made on the employee's monthly anniversary commencing with the month following date of full time hire.
- 34.3: The employee shall be eligible to use sick days upon completion of six (6) months of full time employment.
- 34.4: Employees shall not be paid for more sick days than they have accrued.
- 34.5: Sick days may be used for illness and/or injury to the employee's spouse or child when it is considered to be of a serious nature. Such leave shall not exceed ten (10) sick days per year.
- 34.6: Employees may use up to five (5) sick days in case of death in the immediate family. The immediate family shall mean spouse, child, step-child, parent, step-parent, grandparent, brother, sister or any of the aforementioned relatives when related to the spouse.
- 34.7: Proof of illness, injury or death in the employee's immediate family may be required before payment of sick days is made in sections 34.5 and 34.6.
- 34.8: Consecutive sick days used in excess of the employee's regular scheduled work week shall be supported by a statement from the attending physician when requested by the Employer.
- 34.9: When an employee's illness, or injury raises the question of fitness to perform normal duties, the Employer may require the employee to submit to an examination by a physician chosen by the Employer, provided that all expenses incurred for such examination are paid by the Employer.
- 34.10: The requirements of Sections 34.8 and 34.9 may be waived by the Employer, but shall not form the basis for submitting a grievance when such waiver is not granted, unless it can be shown that such waiver was unreasonably withheld.

34.11: An employee who uses two (2) sick days in a thirty (30) day period or six (6) days in a ninety (90) day period, without a statement from their attending physician indicating the nature of their illness shall be on "proof required status." Proof required status shall mean the employee shall be examined by a physician designated by the Employer in order to determine whether an illness prevents the employee from reporting to work. The Employer shall pay the examination cost if an illness is verified. If no illness is verified the employee shall pay the examination cost. An employee shall be on proof required status for ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall be subject to discipline. The Sheriff or designee may choose not to place the employee on proof required status if the employee has not exhibited a questionable attendance pattern during the preceding one (1) year.

34.12: Upon termination of employment or death, each employee shall be entitled to receive compensation for accrued sick days based upon maximum accrual of 120 days in accordance with the following schedule:

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	10%
25 to 36	20%
37 to 48	30%
49 to 60	40%
61 or more	50%

34.13: An employee, eligible to use sick days, who reports to work and becomes ill shall have sick time deducted as follows:

- A. One-half (1/2) a day if the employee reports to work and works less than half of his scheduled shift.
- B. No deduction if the employee reports to work and works more than half of his scheduled shift.

34.14: An employee who is unable to report to work due to illness shall provide no less than thirty (30) minutes prior notice. Failure to provide timely notice may result in the loss of an additional one-half (1/2) of a sick day.

34.15: An employee shall be entitled to accrue sick days to a maximum of one hundred and twenty (120) days.

ARTICLE XXXV
VACATIONS

35.1: Employees shall be entitled to vacation according to the following schedule:

<u>Years of Service</u>	<u>Full Time Employees Days</u>	<u>Part Time Employee Hours</u>
1 - 2	10	30
3 - 4	12	36
5 - 9	15	45
10 - 14	17	51
15 - 19	20	60
20 - 24	22	66
25+	25	75

35.2: The full allocation of days or hours according to the above schedule shall be credited to the employee upon each anniversary of employment with the department.

35.3: An employee shall not be entitled to use more time than has been earned or in advance of time to be credited.

35.4: A full time employee shall not be entitled to carry forward more than ten (10) days of vacation credit from the previous year. If the Employer is unable to grant vacation for whatever reason the ten (10) day limitation shall not apply. However, the employee shall make a request for a vacation which will both limit the number of days forwarded to ten (10) days, and shall not conflict with a more senior employees vacation request. Failure to make such a request shall result in the forfeiture of days in excess of ten (10). A part time employee shall not accrue vacation hours from anniversary year to anniversary year.

35.5: Vacation selection among full time employees shall be made before the start of each year on the basis of classification seniority. The member with the most classification seniority will be allowed to choose first, then the next most senior, 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.

35.6: The Employer shall allow vacation to fifteen percent (15%) of the active full time employees in a classification. Active employees shall mean physically able to perform normal duties. In no case shall fifteen percent (15%) be less than one (1) employee. Fractions of numbers will be rounded up at the nearest whole number.

35.7: Fifteen percent (15%) of the actively scheduled Deputies may be granted vacation at any time. The Employer shall have exclusive authority to grant additional Deputies vacation time.

35.8: Requests for vacation time not selected before the start of each year on a classification seniority basis shall be granted to members on a "first come, first serve" basis. An employee who has an immediate need due to an unforeseen circumstance may request vacation time. The employee shall attempt to request vacation time twenty-four (24) hours in advance or as circumstances allow. The Employer shall make every reasonable effort to grant the request.

35.9: An employee who terminates employment for any reason shall be entitled to payment of all accrued vacation days and a proration of the days to be credited to them on their following anniversary. In the event of death, said vacation days shall be paid to the employee's beneficiary or estate. The employee shall forfeit one (1) day of vacation day payoff for each day short of providing two (2) weeks notice of a voluntary quit.

35.10: Part time employees shall be entitled to request vacation at the employee's discretion. Vacation shall be approved or disapproved based upon maintaining the efficient operation of the department and the reasonable accommodation of vacation requests.

ARTICLE XXXVI
HOLIDAYS

36.1: 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 of February)
Good Friday Afternoon (Last half of the shift)
Memorial Day (Last Monday of 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)

36.2: Employees required to work a holiday shall be paid at the rate of time and a half (1 1/2) their hourly rate. The employee shall also be credited with a half (1/2) or whole vacation day, whichever may apply.

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

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

36.5: 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.

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

36.7: Part time employees may be scheduled to work holidays in order to grant full time employees the day off. Part time employees who work a holiday shall be paid at one and one half (1 1/2) times the normal hourly rate.

ARTICLE XXXVII

JURY DUTY

37.1: Employees who are called and/or serve on Jury Duty on a scheduled work day shall be considered as having worked that day, provided that proof of serving jury duty is given, checks from court are turned in and duty was for more than four (4) hours. If an employee serves less than four (4) hours, he shall return to work or report for his regularly scheduled shift.

ARTICLE XXXVIII
SALARY

EFFECTIVE July 1, 1990

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>	<u>6 YEAR</u>
Service Bureau Agent	\$17,568	18,282	19,052	19,869	20,734	21,649	
Inmate Trust/ Commissary Clerk	\$17,568	18,282	19,052	19,869	20,734	21,649	
Custodian	\$17,568	18,282	19,052	19,869	20,734	21,649	
Communications Officer	\$18,156	19,043	19,974	20,954	21,716	22,642	
Corrections Officer	\$21,568	23,478	25,614	27,458	28,402	29,247	
Deputy	\$22,530	24,405	26,436	28,636	31,020	33,602	36,400
Detective	\$32,048	33,350	34,554	35,885	37,259	38,702	
Transfer Officer	\$5.20 Hourly						

EFFECTIVE July 1, 1991

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>	<u>6 YEAR</u>
Service Bureau Agent	\$18,270	19,013	19,814	20,664	21,564	22,515	
Inmate Trust/ Commissary Clerk	\$18,270	19,013	19,814	20,664	21,564	22,515	
Custodian	\$18,270	19,013	19,814	20,664	21,564	22,515	
Communications Officer	\$18,883	19,805	20,773	21,792	22,585	23,548	
Corrections Officer	\$22,539	24,535	26,767	28,694	29,680	30,563	
Deputy	\$23,431	25,381	27,493	29,782	32,261	34,947	37,856
Detective	\$33,330	34,684	35,936	37,321	38,749	40,250	
Transfer Officer	\$5.40 Hourly						

EFFECTIVE July 1, 1992

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>	<u>6 YEAR</u>
Service Bureau Agent	\$19,001	19,774	20,606	21,491	22,426	23,415	
Inmate Trust/ Commissary Clerk	\$19,001	19,774	20,606	21,491	22,426	23,415	
Custodian	\$19,001	19,774	20,606	21,491	22,426	23,415	
Communications Officer	\$19,733	20,696	21,708	22,773	23,601	24,608	
Corrections Officer	\$23,666	25,762	28,105	30,118	31,164	32,091	
Deputy	\$24,368	26,396	28,593	30,973	33,551	36,344	39,370
Detective	\$34,663	36,071	37,374	38,813	40,299	41,860	
Transfer Officer	\$5.60 Hourly						


ARTICLE XXXVIX
TERM OF AGREEMENT

39.1: This Agreement shall be in effect and become operative on July 1, 1990 and shall continue in operation and effect through June 30, 1993. If either party hereto desires to terminate, modify, or amend this Agreement it shall, at least ninety (90) calendar days prior to June 30, 1993 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 June 30, 1993 subject to termination or modification, thereafter by either party upon ten (10) calendar days written notice.

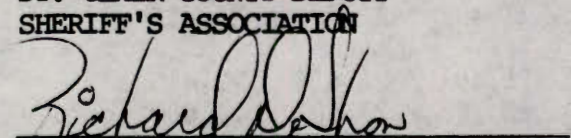
39.2: Should any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency invalidates any portion of this Agreement, the entire Agreement shall not be invalidated. Should any portion, by such circumstance as provided above, become invalid, either 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 _____, 199_.

POLICE OFFICERS ASSOCIATION OF
MICHIGAN

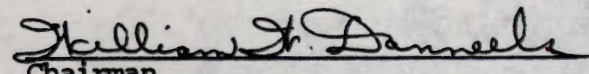

James DeVries
Business Agent

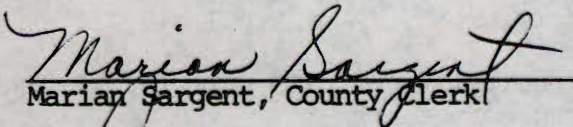
ST. CLAIR COUNTY DEPUTY
SHERIFF'S ASSOCIATION



Richard DeShon, President

Warren Flynn, Vice President

THE COUNTY OF ST. CLAIR


William St. Dannelle
Chairman,
Board of Commissioners


Marian Sargent, County Clerk


Dan Lane, Sheriff

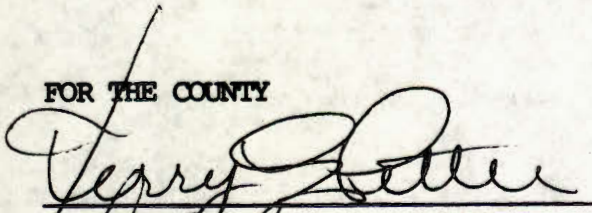
LETTER OF UNDERSTANDING
REGARDING
ARTICLE XXIX
UNIFORM CLEANING ALLOWANCE

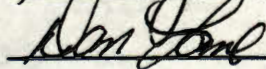
The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Employees - POAM hereby establish and agree with regard to uniform cleaning allowance as follows;

1. Service Bureau Agent, Kim Sullivan, shall be entitled to receive four hundred dollars (\$400.00) annual cleaning allowance paid in equal quarterly installments in March, June, September and December. In the event Kim Sullivan promotes or transfers to another position with the Sheriff Department, she shall be subject to the cleaning allowance attributable to the new position or ineligible as the case may be. In any event Kim Sullivan shall no longer be eligible for an exceptional cleaning allowance as hereby provided.

2. Inmate Trust/Commissary Clerk, Constance Dodd, shall be entitled to receive four hundred dollars (\$400.00) annual cleaning allowance paid in equal quarterly installments in March, June, September and December. In the event Constance Dodd promotes or transfers to another position with the Sheriff Department, she shall be subject to the cleaning allowance attributable to the new position or ineligible as the case may be. In any event, Constance Dodd shall no longer be eligible for an exceptional cleaning allowance as hereby provided.

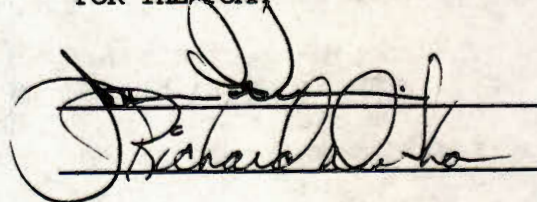
FOR THE COUNTY





DATE _____

FOR THE POAM



DATE _____

LETTER OF UNDERSTANDING
REGARDING
ARTICLE XXIV
PRISONER TRANSFER

The County of St. Clair, The St. Clair County Sheriff and the St. Clair County Sheriff Department Employees - POAM hereby establish and agree with regard to Prisoner Transfers;

1. Two qualified full time Corrections Officers will be assigned to primarily conduct prisoner transfers on a rotating seniority basis for a period of eight (8) weeks (one schedule). Beginning with the two most senior full time Corrections Officers who are qualified to conduct transfers. Volunteers will be requested to work days from Monday to Friday for a period of eight (8) weeks with their starting time determined by administration. Those agreeing to have their shifts adjusted for this period will be used primarily for transfers/court etc. and will not be considered when a need for compulsory overtime is required to fill a regular shift. They may, however, volunteer for overtime if it is their turn to be contacted. During this eight (8) week period it will not be necessary to fill one of these slots with overtime should one of the volunteers be on vacation or off sick.

Every schedule, two new volunteers will be selected from the list of those qualified to make transfers, on a seniority basis. By rotating the assignment every schedule we have agreed that this will equalize and provide a fair opportunity for everyone to get a break from the routine of working in the jail.

In order to implement the above procedure, POAM has agreed that the vacancies created by the volunteers may be filled by regularly scheduling part-time Corrections Officers as replacements. The intent was not to create additional overtime and that overtime would be used only when part timers were not available to fill the vacancy.

2. Off duty full time Corrections Officers who are qualified to conduct prisoner transfers may again volunteer their time to do so on a straight pay basis for the first eight (8) consecutive hours. Anything in excess of the eight (8) consecutive hours will be compensated at time and a half with no limit as to the amount of time that can be volunteered.

The key is that this is strictly a voluntary situation where the employee will fill out a book in advance that identifies the date and times that they will be available. The on duty Corporal will determine if their services are needed and inform the volunteer of such. Assignments are made at the discretion of the Corporal based upon the needs of the department.

Volunteering for prisoner transfer duty in order to avoid being compelled to work a regular shift (overtime) will not be allowed. It is clearly understood that hours worked by volunteers will not have any impact on the contract provision of having twelve (12) hours off between regularly scheduled shifts.

PAGE 2
LETTER OF UNDERSTANDING
ARTICLE XXIV
PRISONER TRANSFER

Transfers that involve overnight stays will be compensable from a port to port basis. In other words, from the time it takes to get to a destination and not for the time spent sleeping. If it takes ten (10) hours to get to the destination, then the first eight (8) hours is straight time and the last two (2) is overtime. This applies to in state transfers only at this time.

3. Part-time Corrections Officers, Transfer Officers, & Inmate Account Clerk:

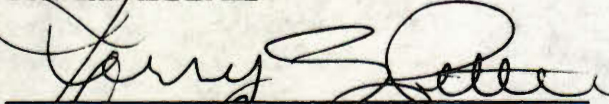
Part time Corrections employees will be entitled to overtime pay for hours worked in excess of eight (8) consecutive hours within a day.

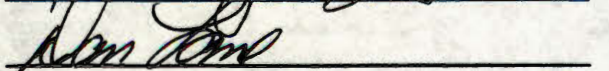
Part-timers should not be "regularly scheduled" for more than thirty-nine (39) hours per week. Exceptions can be made in accordance with the FOAM contract where allowable. It would not be uncommon to have a part-time employee with less than thirty-nine (39) regularly scheduled hours at straight time pay and eight (8) hours of overtime pay on their checks as overtime for them is determined by the number of hours worked consecutively in a day.

Part-timers may be asked to work overtime in order to avoid compelling a full-time employee to work a shift. All overtime worked in this manner is strictly on a voluntary basis (unless an extreme emergency exists). This is so that those part-timers with other jobs or commitments are not affected.

Overtime for part-time employees should be limited to those situations where full time employees have first been offered the opportunity and have turned it down. Exceptions can be made but must be justifiable as to the best interests of the Sheriff Department or community.

FOR THE EMPLOYER





DATE

FOR THE FOAM





DATE

LETTER OF UNDERSTANDING
REGARDING
ARTICLE XXVI
RETIREMENT

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

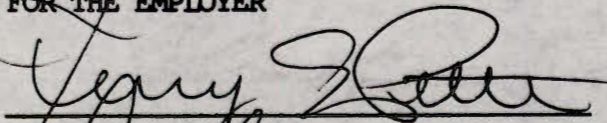
1. Retaining participation in the Retirement Plan including Health Care as it existed prior to the current Collective Bargaining Agreement; or,
2. Participating in the Modified Retirement Plan as reflected in Article XXVI - Retirement of the Collective Bargaining Agreement.

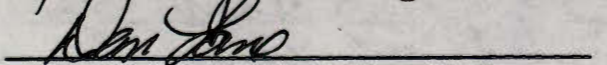
The County shall provide each bargaining unit member with a written election form. The member shall submit the election to the County consistent with the terms and conditions established by the County. The member's election shall be irrevocable.

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

Employees hired prior to the ratification of this Letter of Understanding shall be entitled to health care if permanently and totally disabled from employment and eligible for a disability pension. Employees hired after the date shall only be eligible for health care if they have twenty (20) years of service with the County.

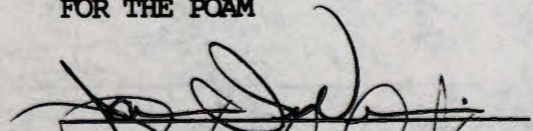
FOR THE EMPLOYER

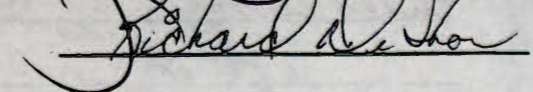




DATE

FOR THE POAM





DATE

LETTER OF UNDERSTANDING
REGARDING
TEN (10) HOUR SHIFTS

The County of St. Clair, the St. Clair County Sheriff, as co-employer, and the St. Clair County Sheriff Department Employees - POAM hereby agree to establish ten (10) hour shifts in accordance with the following safeguards and conditions.

1. Ten (10) hour shifts shall be restricted to the classification of Service Bureau Agent.

2. The ten (10) hour shifts shall be implemented on a temporary basis for twelve (12) months, commencing 11-07-91 and concluding 11-07-92. The parties may mutually agree to terminate ten (10) hour shifts and return to the traditional eight (8) hour shifts at any time. In order to continue ten (10) hour shifts after the concluding date, the parties shall have mutual concurrence. In the event there is no mutual concurrence, the eight (8) hour shift schedule shall be re-established.

3. The terms of Article XVIII - Working Hours, 18.6, are hereby amended from twelve (12) to eight (8) hours as restricted in application to employees on twelve (12) hour shifts. By this modification the Sheriff shall be required to provide a minimum of eight (8) hours off between regularly scheduled shifts.

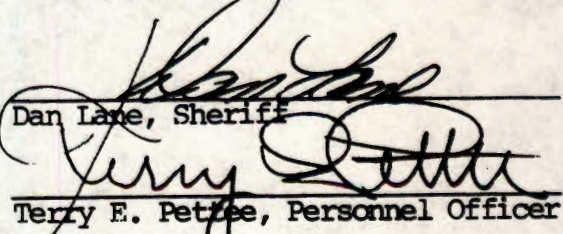
4. The computation of vacation, holiday and sick days shall be maintained on a per hour basis, rather than by days.

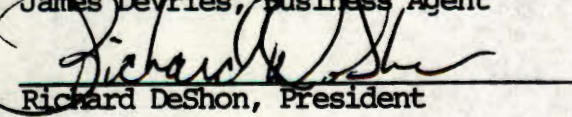
5. Overtime provisions shall not apply for any part of the regularly scheduled shift.

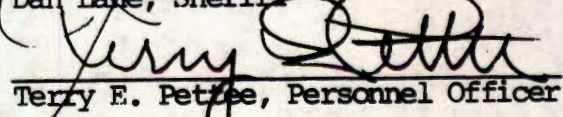
FOR THE POAM

FOR THE COUNTY


James DeVries, Business Agent


Dan Lane, Sheriff


Richard DeShon, President


Terry E. Petree, Personnel Officer

Warren Flynn, Vice-President

4-24-92

Date: _____

* Shift Premium will be added, as it has been added to the Schedule.

LETTER OF UNDERSTANDING
REGARDING
TEN (10) HOUR SHIFTS FOR SERVICE BUREAU AGENTS

7. Under the 10 hour shift schedule, vacation selection and requests will follow current contract language.
8. Shift premium for 10 Hour shift schedule for S.B.A.
 1. A premium of thirty (.30) cents per hour for work between 2:00pm and 10:00pm.
 2. A premium of forty (.40) cents per hour for work between 10:00pm and 6:00am.

FOR THE POAM

James DeVries, Business Agent

Richard DeShon
Richard DeShon, President

Date: _____

FOR THE COUNTY

Dan Lane, Sheriff

Terry E. Pettee
Terry E. Pettee, Personnel Officer

Date: 4-24-92

LETTER OF UNDERSTANDING
REGARDING
TWELVE (12) HOUR SHIFTS

The County of St. Clair, the St. Clair County Sheriff, as co-employer, and the St. Clair County Sheriff Department Employees - POAM hereby agree to establish twelve (12) hour shifts in accordance with the following safeguards and conditions.

1. Twelve (12) hour shifts shall be restricted to the classifications of Deputy and Communications Officer. Further, twelve (12) hour shifts shall be restricted to road patrol Deputies excluding Deputies compensated through grants and contracts or involved in special assignments as exemplified by the Drug Task Force or D.A.R.E.S. assignment.

2. The twelve (12) hour shifts shall be implemented on a temporary basis for twelve (12) months, commencing 02/10/91 and concluding 02/22/92. The parties may mutually agree to terminate twelve (12) hour shifts and return to the traditional eight (8) hour shifts at any time. In order to continue twelve (12) hour shifts after the concluding date, the parties shall have mutual concurrence. In the event there is no mutual concurrence, the eight (8) hour shift schedule shall be re-established.

3. The twelve (12) hour shift schedule represents a bi-weekly pay period of eighty-four (84) working hours. The four (4) hours greater than the normal eighty (80) in a pay period shall be accrued as compensatory time. The accrued compensatory time shall be exhausted in the schedule cycle in which it is earned. Effort will be made to schedule the compensatory time at the mutual convenience of the employee and the department. In the event no mutually satisfactory time is found, the Sheriff shall have exclusive authority to schedule the compensatory time off.


4. The terms of Article XVIII - Working Hours, 18.6, are hereby amended from twelve (12) to eight (8) hours as restricted in application to employees on twelve (12) hour shifts. By this modification the Sheriff shall be required to provide a minimum of eight (8) hours off between regularly scheduled shifts.

5. The computation of vacation, holiday and sick days shall be maintained on a per hour basis, rather than by days.

6. Vacation selection shall be by platoon rather than classification.

FOR THE POAM


James DeVries, Business Agent

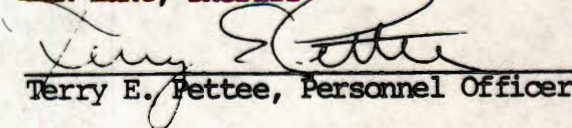

Richard DeShon, President


Warren Flynn, Vice-President

Date: 4-24-92

FOR THE COUNTY


Dan Lane, Sheriff


Terry E. Pettee, Personnel Officer

7. Under the (12) hour shift schedule and under the six platoon system, up to 2 deputies may take vacation within their platoon.

8. Shift premium for (12) hour shift schedule.

1. A premium of thirty (.30) cents per hour for work between 2:00pm and 10:00pm.
2. A premium of forty (.40) cents per hour for work between 10:00pm and 6:00am.

