

6/30/94

AGREEMENT

BETWEEN THE

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

ST. CLAIR COUNTY PROSECUTING ATTORNEY

AND THE

ASSOCIATION OF PROFESSIONAL EMPLOYEES OF THE
ST. CLAIR COUNTY PROSECUTING ATTORNEY

JULY 1, 1991

THROUGH

JUNE 30, 1994

St. Clair County

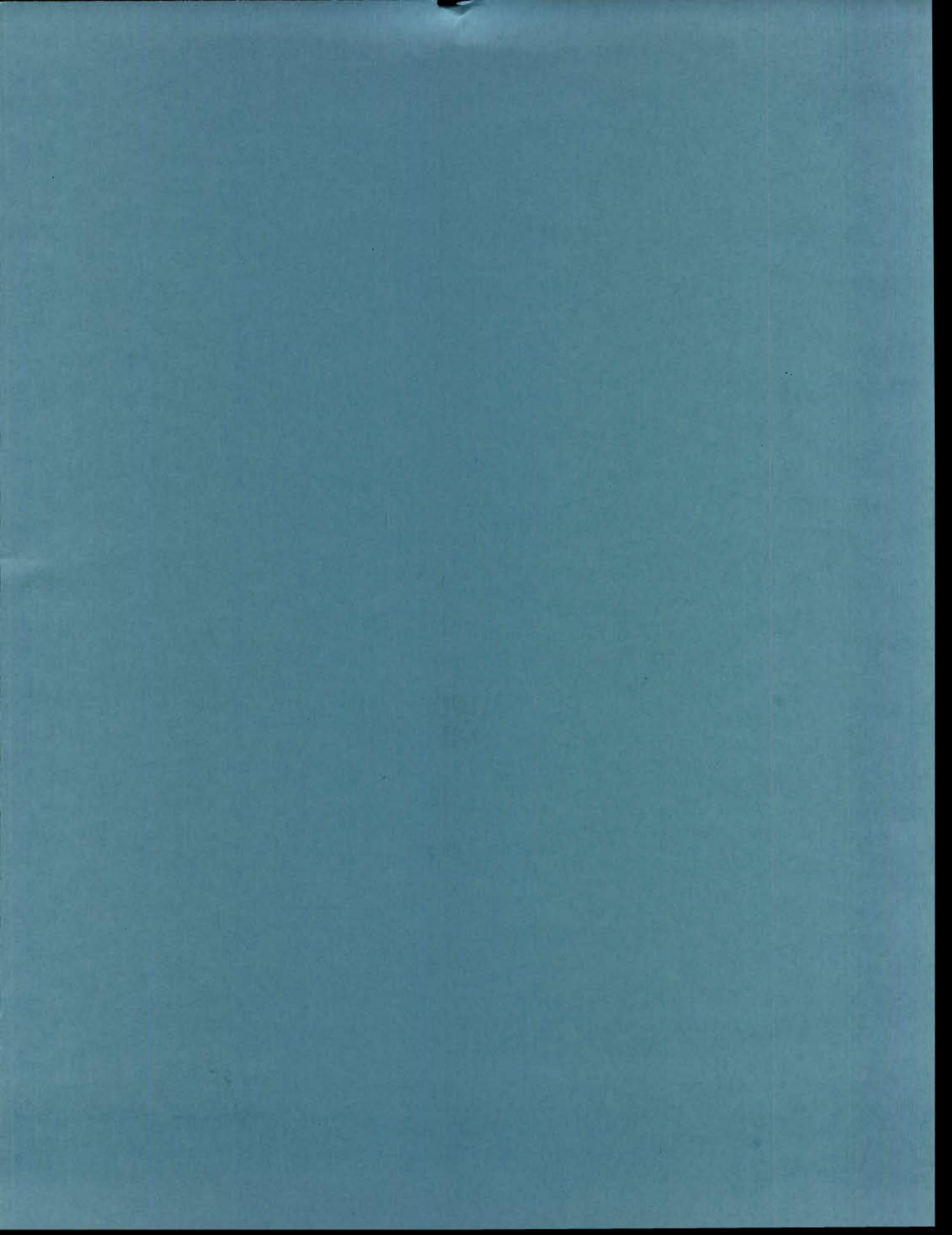
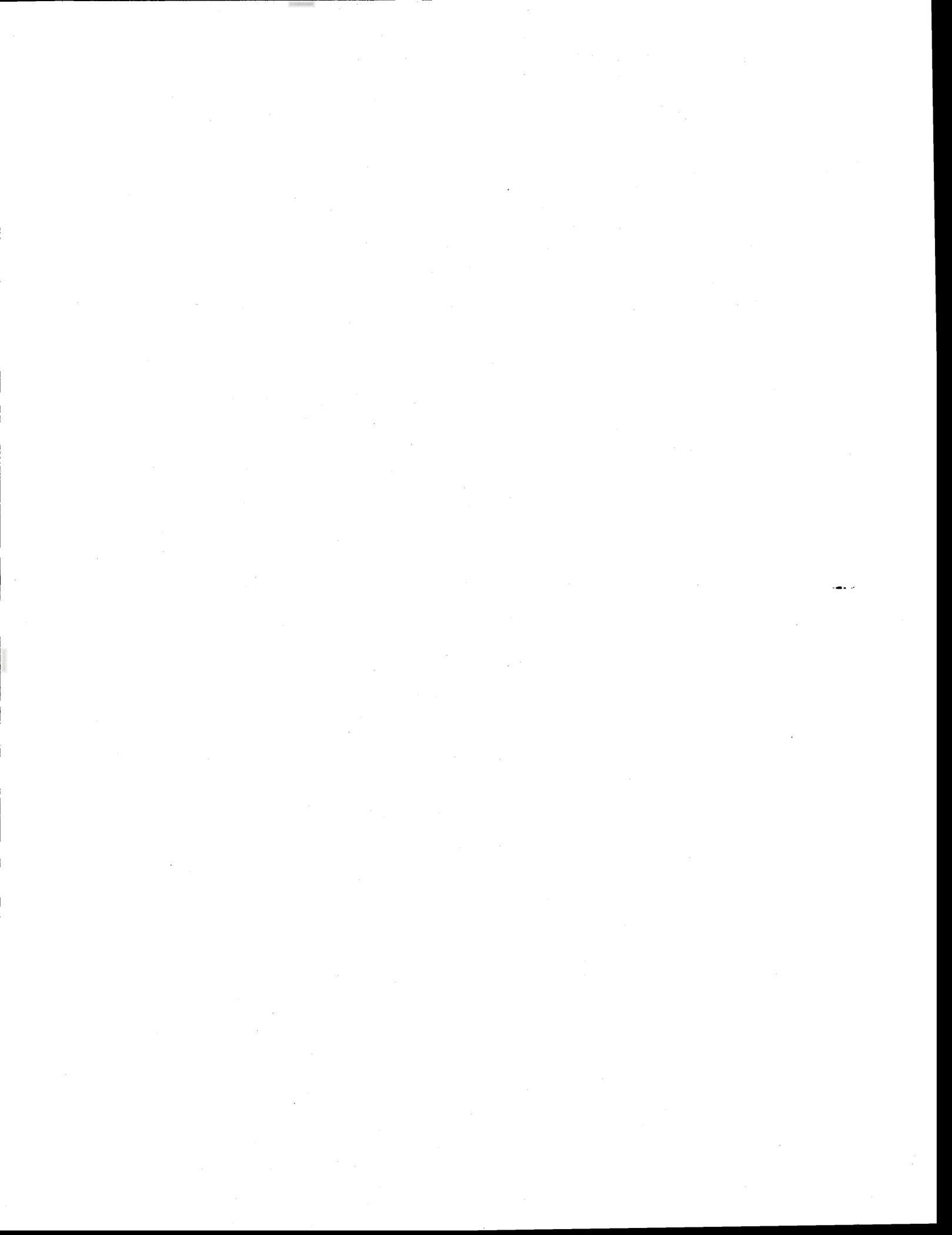


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AGREEMENT

This Agreement is entered into on July 1, 1991 between the St. Clair County Board of Commissioners and the Prosecuting Attorney of St. Clair County (hereinafter referred to as the "Co-Employers" and the Association of Professional Employees of the St. Clair County Prosecuting Attorney (hereinafter referred to as the "Association". The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

ARTICLE 1 RECOGNITION

1.1: The Association is hereby recognized as the exclusive representative for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment for all assistant prosecutors, investigators but excluding the Prosecuting Attorney, Chief Assistant Prosecuting Attorney, Chief of the Criminal Division and all other employees.

ARTICLE 2 ASSOCIATION REPRESENTATION

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

2.2: Employees subject to the Agreement shall be represented by a Bargaining Committee selected by the membership comprised of no more than two (2) members. The Bargaining Committee members shall suffer no loss of pay or benefits for attending negotiation meetings scheduled during their regularly scheduled hours of work.

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

2.4: The association shall notify the Prosecuting Attorney and the Personnel Officer, in writing, of names and classifications of all representatives of the association. Notice of changes in association representation shall be made in prompt fashion. Members of the unit who are not officially identified as association representatives shall not be recognized or permitted to represent the interest of other members of the association to the Co-Employers.

2.5: The representation of employees shall not unduly disrupt the Co-Employer's operation or ability to effectively render services. To facilitate this end, the employee representative and the employee shall notify their respective supervisors of the need to meet and confer or to expedite association business. Supervisors shall not deny any reasonable request. The Co-Employers, including their supervisors, shall make every effort to accommodate the representatives of the association in their representation of Bargaining Unit members to promote harmonious relations.

ARTICLE 3
MANAGEMENT RIGHTS

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

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

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

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

- i. To manage and operate the office of the Prosecuting Attorney and its business and to maintain order and efficiency in its operation.
- ii. To hire and discharge employees covered by this Agreement. It is understood between the parties that employment under this agreement is subject to commencement and termination at the will of the Prosecuting Attorney. Newly hired or rehired employees are limited to placement between the start and seven (7) year merit step on the salary schedule. An employee may be skipped one (1) annual merit step once during the start to seven (7) year steps of the range and one (1) annual merit step once during the eight (8) to fifteen (15) year steps of the range. An employee may be provided a merit step increase prior to one (1) year from

their last merit step increase once during the start to seven (7) year placement in the range and once during the eight (8) to fifteen (15) year placement in the range. When a merit step is provided in advance of one (1) year, that date shall reference the annual date for subsequent annual merit step increases.

- iii. To promote, demote, discipline or suspend employees covered by this Agreement.
- iv. To install, modify or change methods of operations, work schedules and work assignments.
- v. To approve time off and vacations, and to withhold time off or vacations if deemed necessary for the proper functioning of the office.
- vi. To have sole discretion to approve pay rates within the budget established by the Board of Commissioners. Approved pay rates shall be deemed to be within the budget so long as the Prosecuting Attorney's budget appropriation for total personal services would not be exceeded by implementing the approved pay rates. Salary increases shall be based upon merit as determined in the sole discretion of the Prosecuting Attorney. The Prosecuting Attorney will endeavor to review performance and "merit" on a continuing basis, and to review the salary for each employee on an annual basis. In the event that a salary increase is not granted after any such salary review, the reason(s) for that decision by the Prosecuting Attorney should be expressed in confidence to the employee. Such employees shall have the right to invoke the grievance procedure as set forth in Article 4.

ARTICLE 4 GRIEVANCE PROCEDURE

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

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

4.3: A grievance that does not specifically apply to salary, or fringe benefit(s) shall be considered non-economic. A grievance that specifically applies to salary or fringe benefit(s) shall be considered economic. An economic grievance shall be referred to the Personnel Officer and/or the Controller for resolution within fifteen (15) calendar days of occurrence to be timely. An economic grievance may be appealed to binding arbitration if written notice is given to the Personnel Officer within thirty (30) calendar days of the County's grievance response. The Union shall have the option to select arbitration through the Michigan Employment Relations

Commission or the American Arbitration Association or as otherwise mutually agreed by the parties. The fee and expenses of the arbitrator shall be shared equally by the County and the 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. The arbitrator shall be limited to apply and interpret those articles and sections of this Agreement and shall have powers as hereby limited by application of 4.1 of this Article, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of a specified article and section of this Agreement. A grievance relating to pay rates or changes thereto which are within the discretion of the Prosecuting Attorney as stated in Article 3 (vi) shall be addressed by the procedure for non-economic grievances as stated below in section 4.4 and shall not be subject to binding arbitration.

4.4: A non-economic grievance shall first be brought to the attention of the Chief Assistant Prosecuting Attorney within a reasonable time. The grievance shall not be in writing and shall be expressed in confidence by the aggrieved employee to the Chief Assistant Prosecuting Attorney. The employee may be accompanied by any duly designated employee representative covered by this Agreement. The employee will be given full opportunity to be heard and present any evidence or facts in support of his or her position. Every effort shall be made to effect a resolution of the grievance at this stage.

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

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

ARTICLE 5 SENIORITY

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

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

5.3: The Co-Employers will keep the seniority list up to date at all times and will make it available to the Association upon request.

ARTICLE 6
LOSS OF SENIORITY

6.1: An employee shall lose seniority for the following reasons:

- A. Quits.
- B. Is discharged and the discharge is not reversed.
- C. Retires.
- D. Is absent for two (2) consecutive working days without notification unless the employee can prove extenuating circumstances that prohibited notification of the Prosecuting Attorney.
- E. Does not return from an approved leave of absence.
- F. Death.

ARTICLE 7
ORIENTATION

7.1: New employees hired in the Unit shall be subject to a six (6) month orientation period. When an employee completes the orientation, they shall be entered on the seniority list of the unit and shall rank for seniority from their initial date of hire.

7.2: The association shall represent employees during orientation for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and working conditions of employment, as set forth in the recognition clause of this Agreement, except discharged and disciplined employees for other than Union activity.

ARTICLE 8
DISCHARGE AND SUSPENSION

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

8.2: Salary continuation:

- A. In the event the Prosecuting Attorney discharges an employee covered by this Agreement, the discharged employee shall receive salary continuation as follows:
 - i. After the employee's second (2nd) anniversary of employment, and prior to the employee's third (3rd) anniversary, two-thirds (2/3) of two (2) months gross pay of that employee.

- ii. After the employee's third (3rd) anniversary of employment, and prior to the employee's fourth (4th) anniversary, two-thirds (2/3) of three (3) months gross pay of that employee.
 - iii. After the employee's fourth (4th) anniversary of employment, and thereafter, two-thirds (2/3) of four (4) months gross pay of that employee.
 - iv. All Association members who were members on 30 June 1991 shall be deemed to have passed their fourth (4th) anniversary of employment for purposes of this Article, regardless of their actual time in service.
- B. In the event the successor to the St. Clair County Prosecutor in office as of the date of the signing of this Agreement discharges an Assistant Prosecuting Attorney or Investigator hired after June 30, 1991 but prior to the implementation date of the contract, the discharged employee shall receive salary continuation equal to two-thirds (2/3) of four (4) months gross pay of that employee, regardless of the employee's actual time in service.
- C. Any sums payable under this Article shall be paid in full within three (3) weeks of the date of discharge.

ARTICLE 9
LAYOFF & RECALL

9.1: Layoff shall mean a reduction in the work force due to a decrease of work, reorganization and/or restructuring as determined by the Prosecuting Attorney or budget limitation as determined by the County.

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

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

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

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

ARTICLE 10
RATES FOR NEW JOBS

10.1: The Co-Employer shall notify the Association of a newly proposed classification and rate structure not less than thirty (30) calendar days prior to the time the classification becomes effective.

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

10.3: The Co-Employer shall not make an appointment to the proposed classification for a period of thirty (30) calendar days from the date of the Association's request.

ARTICLE 11
VETERANS

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

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

ARTICLE 12
LEAVES OF ABSENCE

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

- A. Illness leave (physical or mental).
- B. Prolonged illness of spouse or child.

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

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

12.3: All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician, when requested by the Prosecuting Attorney. In all cases of illness extending beyond (7) calendar days, the employee shall provide, upon request by the Prosecuting

Attorney and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. The Prosecuting Attorney may waive the right, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted.

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

12.5: An employee shall not be entitled to return to work from a leave of absence due to illness without medical verification by the attending physician that the employee has recovered and is able to return to normal work duties.

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

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

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

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

ARTICLE 13 WORKING HOURS

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

13.2: The working hours will generally, but not strictly, coincide with the hours of other County employees working in the County Building. Employees covered by this agreement shall be available to police agencies for telephone inquiries, search and arrest warrant preparations, weekend arraignments and on site crime scene assistance in accordance with a weekly "on call" duty roster to be prepared and maintained by the Prosecuting Attorney, or a member of his supervisory staff as designated by him.

Employees required to be "on call" shall be compensated for each week of such duty by the award of one compensatory day and one hundred twenty-five dollars (\$125.00).

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

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

ARTICLE 14
PROFESSIONAL LIABILITY

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

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

ARTICLE 15
SICK DAYS AND DISABILITY

15.1: Full time employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse. An employee on an approved leave, with or without pay, shall be subject to Article 12 - Leave of Absence.

15.2: Full time employees shall be entitled to accrue sick days to a maximum of forty (40) days, but only thirty (30) days shall be subject to compensation upon employment termination consistent with 15.13.

15.3: An employee shall be eligible to use sick days, upon satisfactory completion of the orientation period, for personal illness or serious or critical illness to their spouse or child.

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

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

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

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

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

shall be entitled to continuation of the fringe benefits which shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

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

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

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

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

15.12: Employees covered by this Agreement shall be eligible to elect optional, extended disability coverage as provided for in Article 21, subsection 21.6.

15.13: Sick days in excess of the maximum accrual of forty (40) sick days shall automatically convert to vacation days on the basis of two (2) sick days to one (1) vacation day. Be it provided the conversion shall not be transacted if an employee has attained the maximum vacation accrual.

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

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

ARTICLE 16
BEREAVEMENT LEAVE

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

ARTICLE 17
JURY DUTY

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

17.2: Employees on jury duty shall be paid regular pay for performing jury duty during regularly scheduled work hours. Pay for jury duty shall be returned to the County.

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

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

ARTICLE 18
INJURY LEAVE
(Worker's Compensation)

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

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

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

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

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

18.6: The employee who elects to supplement Worker's Compensation shall have one (1) sick day deducted from their accrual for each three (3) days of compensable absence.

ARTICLE 19
VACATIONS

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

| <u>Years of Service</u> | <u>Full Time Employees</u> <u>Days</u> |
|-------------------------|---|
| 6 Months | 5 |
| 1 | 5 |
| 2 | 10 |
| 3 | 14 |
| 4 | 15 |
| 5 - 6 | 17 |
| 7 - 9 | 18 |
| 10 - 11 | 19 |
| 12 - 14 | 20 |
| 15+ | 21 |

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

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

19.4: An employee shall be entitled to carry forward from the previous year's accrual as many days that, when added to the anniversary credit, does not exceed forty (40) days. An employee shall not be entitled to maintain an accrual of more than forty (40) days at any time. However, only 35 (thirty-five) days shall be subject to termination compensation under Article 19.8.

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

19.6: The Prosecuting Attorney shall approve or deny a timely vacation request no more than fourteen (14) calendar days after receipt of such vacation request unless otherwise mutually agreed. This provision shall mean that one (1) day and same day vacation requests shall not be prohibited by the Prosecuting Attorney.

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

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

ARTICLE 20
HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday (Third Monday of January)
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve (whenever Christmas Day falls on Tuesday,
Wednesday, Thursday or Friday)
Christmas Day
New Year's Eve (whenever New Years Day falls on Tuesday,
Wednesday, Thursday or Friday)

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

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

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

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

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

ARTICLE 21
HEALTH AND DENTAL CARE AND LIFE AND DISABILITY INSURANCE

21.1: Each full time employee shall be eligible to participate in the health care plans offered by the Employer. The titles of the following Riders are established by Blue Cross/Blue Shield of Michigan and are included herein to reference specific benefit programs. The titles do not limit or restrict the employees right to disagree as to amount of payment or reimbursement and to properly appeal should any disagreement arise. The core plan follows:

ML - Laboratory and X-Ray Expense Benefits
MVF-1 Comprehensive Hospitalization
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
Precertification
Casemanagement

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

- a. Employees hired on or after September 1, 1986 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.
- b. Employees hired prior to September 1, 1986 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after the implementation date of this Agreement shall pay 50% of the rider premium costs and the County shall pay 50% of the premium costs.
- c. Employees hired prior to September 1, 1986 with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 riders premium costs. Be it provided, however, that enrollment changes on or after the date of implementation shall be subject to the preceding subsection B.
- d. Effective upon the earliest implementation each participating employee shall contribute \$10.00 a month as a premium co-pay through payroll deduction the first two (2) pay periods of each month.
- e. Employee premium cost shall be paid by way of payroll deduction.

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

A. OPTION I

All coverages and riders subject to:

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

B. OPTION II

All coverages and riders subject to:

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

C. OPTION III

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

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

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

21.3: The County shall implement at its earliest opportunity the following core dental plan and provide the following options. Be it provided that participation is limited to full time regular employees with one year of full time continuous service.

A. CORE OPTION

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

B. OPTION I

- * \$200 to a flexible reimbursement account.

C. OPTION II

- * \$150 Cash Rebate.

21.4: Full time regular employees shall be eligible for the core life insurance OF \$40,000 or any of the other options as follows:

A. OPTION I

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

B. OPTION II

The eligible employee may purchase an 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.

21.5: The County shall implement at its earliest opportunity the following option to the core salary continuation (disability) plan.

A. CORE OPTION

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

B. OPTION I

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

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

21.6: In order to acquire and maintain any of the benefits provided by Article 21, 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.

21.7: An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs.

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

ARTICLE 22
ACT OF GOD

22.1: In the event of a natural or man-made disaster or emergency, the Chairman of the Board of Commissioners or the Chairman's designees, the County Administrator or Controller, may declare the same and authorize the pay of those employees unable to report to work. An employee who reports to work shall receive compensatory time or straight pay for the work performed.

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

ARTICLE 23
MILEAGE ALLOWANCE

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

ARTICLE 24
RETIREMENT

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

24.2: The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The 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.

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

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

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

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

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

ARTICLE 25

WAGES

JULY 1, 1991

Assistant Prosecuting Attorney

| <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> | <u>7 YEAR</u> |
|---------------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|
| 31,424 | 32,727 | 34,059 | 35,459 | 37,232 | 38,745 | 40,541 | 42,417 |
| <u>8 YEAR</u> | <u>9 YEAR</u> | <u>10 YEAR</u> | <u>11 YEAR</u> | <u>12 YEAR</u> | <u>13 YEAR</u> | <u>14 YEAR</u> | <u>15 YEAR</u> |
| 43,550 | 45,302 | 47,145 | 49,292 | 51,536 | 53,725 | 56,009 | 58,382 |

JULY 1, 1992

Assistant Prosecuting Attorney

| <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> | <u>7 YEAR</u> |
|---------------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|
| 32,681 | 34,036 | 35,421 | 36,877 | 38,721 | 40,295 | 42,163 | 44,114 |
| <u>8 YEAR</u> | <u>9 YEAR</u> | <u>10 YEAR</u> | <u>11 YEAR</u> | <u>12 YEAR</u> | <u>13 YEAR</u> | <u>14 YEAR</u> | <u>15 YEAR</u> |
| 45,292 | 47,114 | 49,031 | 51,264 | 53,598 | 55,874 | 58,250 | 60,718 |

JULY 1, 1993

Assistant Prosecuting Attorney

| <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> | <u>7 YEAR</u> |
|---------------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|
| 33,988 | 35,397 | 36,838 | 38,352 | 40,270 | 41,907 | 43,849 | 45,879 |
| <u>8 YEAR</u> | <u>9 YEAR</u> | <u>10 YEAR</u> | <u>11 YEAR</u> | <u>12 YEAR</u> | <u>13 YEAR</u> | <u>14 YEAR</u> | <u>15 YEAR</u> |
| 47,104 | 48,999 | 50,992 | 53,314 | 55,742 | 58,109 | 60,580 | 63,146 |

JULY 1, 1991

Investigator

| <u>START</u> | <u>6 MOS.</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> |
|--------------|---------------|---------------|---------------|---------------|---------------|
| 32,141 | 33,973 | 34,102 | 35,371 | 36,704 | 38,538 |

JULY 1, 1992

Investigator

| <u>START</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> | <u>5 YEAR</u> |
|--------------|---------------|---------------|---------------|---------------|---------------|
| 33,427 | 35,332 | 35,466 | 36,786 | 38,172 | 40,080 |

JULY 1, 1993

Investigator

| <u>START</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> | <u>5 YEAR</u> |
|--------------|---------------|---------------|---------------|---------------|---------------|
| 34,764 | 36,745 | 36,884 | 38,258 | 39,699 | 41,683 |

ARTICLE 26
TERMINATION OF AGREEMENT

26.1: This Agreement shall be in effect and become operative July 1, 1991 and shall continue in operation and effect through June 30, 1994. If either party hereto desires to terminate, modify, or amend this Agreement, it shall give notice at any time within ninety (90) calendar days prior to June 30, 1994. If neither party shall give notice to terminate, modify, or amend this Agreement, the Agreement will continue in operation and effect after July 1, 1994.

FOR THE ASSOCIATION

FOR THE COUNTY

Joseph H. Mauer
Joseph W. Horvath

William D. Danneels
Chairman, Board of Commissioners
Robert Nitzerson
Prosecuting Attorney
Marion Sargent
County Clerk/Register

Date *December 14, 1992*

Date *December 14, 1992*

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 13
WORKING HOURS

The County of St. Clair, the St. Clair County Prosecuting Attorney and the Association of Professional Employees of the St. Clair County Prosecuting Attorney agree to compensate employees required to be on the "on call" status commencing May 22, 1989 through July 5, 1992. Each employee shall be compensated with two hundred and fifty dollars (\$250) for each week of required "on call" status.

FOR THE ASSOCIATION

Date _____

FOR THE COUNTY

Chairman, Board of Commissioners

Robert Ninkerson

Prosecuting Attorney

County Clerk/Register

Date _____

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 24
RETIREMENT

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

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

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

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

FOR THE ASSOCIATION

FOR THE COUNTY

Chairman, Board of Commissioners

Robert Nickerson

Prosecuting Attorney

County Clerk/Register

Date _____

Date _____



