

AGREEMENT

Between

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

and

ST. CLAIR COUNTY SHERIFF'S DEPARTMENT

and

ST. CLAIR COUNTY CORRECTIONS COMMAND OFFICERS – COAM

EFFECTIVE JULY 1, 2004 TO JUNE 30, 2007

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ARTICLE I
AGREEMENT

1.1: This Agreement made and entered into for the period July 1, 2004 through June 30, 2007 between the Board of Commissioners of the County of St. Clair, State of Michigan, and the Sheriff of St. Clair County hereinafter referred to jointly as the "Employer", and the St. Clair County Sheriff's Department Corrections Supervisors Command Officers Association of Michigan (C.O.A.M.), 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 Corrections Sergeants and Corrections Lieutenants of the St. Clair County Sheriff Department.

3.2: A temporary employee shall be defined as an employee assigned for a predetermined period of time not to exceed six (6) months or for the length of a leave of absence of a regular employee, whichever is greater. The temporary employee shall be subject to the terms and provisions of this Collective Bargaining Agreement. Temporary employees who are members of other bargaining units of the Sheriff Department shall only be eligible for the fringe benefits of the other bargaining unit's labor agreement.

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

ARTICLE IV
MANAGEMENT RIGHTS

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

- A. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to discontinue jobs; the maintenance and repairs; amount of supervision necessary; methods of operation; scheduling hours; manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate St. Clair County.
- B. Further, it is recognized that the responsibility of the management of the County for the selection and direction of the working forces includes the right to decide the number of employees, the right to hire, suspend, discipline or discharge for just cause; assign work within the unit; promote or transfer; the right to decide employee's qualification; to determine the rules and regulations governing employee's conduct and safety; and to relieve employees from duty because of lack of work or other legitimate reason; is vested exclusively in the County, subject only to the provisions of this Agreement as herein set forth.
- C. The County's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE V
CONTRACT SERVICES

5.1: The Sheriff and the County may determine it necessary to provide its services to other communities on a contractual basis or to take advantage of available grants or funding sources. 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. At the Union's request, full

terms and conditions of the 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 ARTICLE XVII - 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 ARTICLE XII - Layoff and Recall provisions 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 C.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 C.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 C.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 C.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 C.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 two (2) representatives. The names and classifications of these employees shall be communicated in writing to the Sheriff and Personnel Director 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) calendar 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.
- C. The grievance shall be considered resolved when the parties are agreed upon a remedy or the grievance is withdrawn by the Union. A resolved grievance shall not be subject to further advancement through the grievance procedure.

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.
- B. The grievance shall be considered resolved when the parties are agreed upon a remedy or the grievance is withdrawn by the Union. A resolved grievance shall not be subject to further advancement through the grievance procedure.

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.
- I. The grievance shall be considered resolved when the parties are agreed upon a remedy or the grievance is withdrawn by the Union. A resolved grievance shall not be subject to further advancement through the grievance procedure.

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 the County's decision at Step 3, notify the County Human Resources Director and Sheriff of the Union's intention to pursue arbitration, or the matter will be untimely.
- B. The Union shall within thirty (30) calendar days following notice of intent pursuant to A. above, request arbitration through the Michigan Employment Relations Commission, the American Arbitration Association, or the Federal Mediation and Conciliation Service or as otherwise mutually agreed by the parties or the matter will be

untimely.

- 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 XVI - Career Change and Advancement, Section 16.6.
- 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 employees hired or current employees promoted into the unit shall be required to serve an orientation period of one hundred and eighty (180) calendar days from the actual date of assuming the position. After completion of the orientation period, the 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 of the new employee or return to the former classification of the promoted employee.

- 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.
- C. Classification Seniority - The most recent date of full time continuous employment within the classification.

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 County seniority.

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

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. Employees recognize that layoffs are a managerial right of the Employer and do not necessarily depend on available work or funding levels.

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

- A. Temporary employees in the affected classifications shall be laid off first.
- B. Probationary employees in the affected classifications shall be laid off next.
- C. Employees in the affected classification shall be subject to layoff by classification seniority. The employee(s) with the least classification seniority shall be laid off first. In the event employees have equal classification seniority, the employee with the least departmental seniority shall be laid off first.
- D. Employee(s) who previously held subordinate classifications in the bargaining unit shall be entitled to revert to that classification and displace the least senior employee. Displaced employee(s) shall have the right to displace employee(s) in previously held classifications consistent with the terms of the Collective Bargaining Agreement of the other bargaining unit.
- E. Supervisors from other supervisory bargaining units shall not be entitled to displace members in this bargaining unit.
- F. In no event shall an employee displace an employee in a higher paying classification.

12.3: Employee(s) who elect not to accept a subordinate position in a lower paying classification 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.

12.4: The Employer shall provide employees to be laid off with at least fourteen (14) calendar days notice of layoff or wage compensation for the equivalent period of time short of fourteen calendar days. The Union shall be entitled to a list of the employees being laid off.

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

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

12.6: Employees laid off and not employed in the Sheriff's Department shall have recall rights for two (2) years. Employees displaced and still working in the Sheriff Department shall have recall rights for five (5) years.

ARTICLE XIII EMPLOYEE'S BILL OF RIGHTS

13.1: It is recognized that the complaints against employees 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 would 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 employees and inmates. Therefore, the following is provided:

- A. An inspection of the equipment and/or vehicle shall be made prior to its use.
- B. The Employer shall supply inspection checkoff forms to be used in the inspection of 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 lost, damaged, or stolen through negligence may be cause for disciplinary action to officer(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 check off 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.

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 wages.

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

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

40% Written Examination
35% Oral Examination
10% Departmental Seniority
15% Classification 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 appoint an employee to the position from among the top three (3) candidates based on total overall scores.
- C. The 10% departmental seniority will be credited the employee at the rate of one percent (1%) for each year of seniority to a maximum of ten percent (10%).

17.4: The Employer shall notify the Union in writing by certified mail of its intent to create or implement a new classification of employee in the bargaining unit. The Sheriff shall have exclusive authority to establish qualifications for the new

classification. In the event there is no qualified candidate in the bargaining unit, the Sheriff shall be entitled to make an appointment to the classification. In the event a qualified candidate is employed in the bargaining unit, the Sheriff shall comply with the provisions of 17.3.

17.5: An employee promoted in rank shall be required to serve a one hundred and eighty (180) calendar day orientation period commencing from the date of assuming the rank. In the event the employee fails to perform satisfactorily during orientation period the employee shall be returned to the previous rank held.

17.6: Employees who transfer back to a rank or classification within the POAM bargaining unit will retain their departmental seniority with the following limitations:

- A. If transfer is within six (6) months of the date of entering the unit, the employee shall revert to the rank and/or classification held immediately prior to entering the unit.
- B. If transfer is due to a layoff resulting in the reduction of the number of employees, the employee may revert to the rank and/or classification held immediately prior to entering the unit.

17.7: Emergency transfer may be made for periods not to exceed sixty (60) actual workdays, unless otherwise mutually agrees by the parties. Employees who are transferred on an emergency basis shall receive the rate for their regular classification or the classification of transfer, whichever is higher.

17.8: Candidates for Corrections Lieutenant shall have at least two (2) years of active service in the rank and duties of Corrections Sergeant. In the event no member of the bargaining unit qualifies for promotion, the Employer may recruit externally.

ARTICLE XVIII WORKING HOURS

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

18.2: The Sheriff shall determine the starting time of all shifts and designate employees to work the shift(s). A shift shall constitute eight (8) consecutive hours, excluding overtime, unless otherwise mutually agreed.

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

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

other than court related.

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

ARTICLE XIX
OVERTIME

19.1: Overtime shall be paid at a rate of time and one-half (1 1/2) for all hours worked beyond the established hours in a normal 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 among employees in the same classification as much as circumstances permit. Whenever overtime is required, the Sheriff or designee shall contact employees from the most to the least senior:

- A. All off duty personnel are to be called first according to the overtime book beginning with the employee showing the least amount of hours. All refusals will be noted in the overtime book and used to compute who is eligible for future overtime.
- B. If no one volunteers from the off duty list, the supervisor will then call low overtime houred persons scheduled to work the shift preceding the vacant shift and solicit volunteers for the shift to be worked. Refusals are to be logged in the overtime book.
- C. Should no one volunteer from the preceding shift, then the supervisor will call the low overtime houred persons from the scheduled officers working the shift following the vacant shift and solicit volunteers for the shift to be worked. Refusals are to be logged in the overtime book.
- D. During the above procedures, should two officers agree to split a shift then the ranking supervisor may fill the vacant shift in this manner as long as it is consistent with the efficient operation of the Corrections division.
- E. Should no one volunteer to work the shift, the supervisor can compel the least senior officer from the shift preceding the vacant shift to work the shift or seek volunteers from among qualified Corrections Officers.

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

19.4: A message left with a respondent at the employee's residence or 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.

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

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

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:

An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. The County shall provide notice to employees of their rights under the Act. Leave taken under the Act will be taken consistent with the Act and the applicable provision of the Collective Bargaining Agreement.

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

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.

Approval or disapproval shall be consistent with meeting the operational 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. Employees shall be eligible for 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) calendar 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.

20.7: An employee who fails to return to work the next work day following the expiration of a leave of absence shall be considered to have resigned, unless the employee can demonstrate extenuating circumstances to the satisfaction of the Sheriff.

20.8: Nothing shall prohibit the employee from exhausting sick and vacation days while on a leave of absence.

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 travel out of 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 intra-state (within Michigan but outside St. Clair County) prisoner transfer the Sheriff may seek a volunteer to assist in the transfer.

24.2: Volunteers shall be employees who would otherwise be off duty. The volunteer shall be paid at their straight time hourly rate for all hours worked.

24.3: 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 and above | 2.40% |

Upon attaining the twentieth (20) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy-five percent (75%).

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. The spouse and/or plan defined dependents of 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 March 24, 1992 of this contract shall be eligible for health care, the cost of which shall be borne by the plan. Employees hired after March 24, 1992 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 or Detective shall be eligible for early retirement with twenty-five (25) or more years of continuous full time employment in these classifications or any combination thereof. Prior classifications of Matron and Turnkey shall be synonymous with Corrections Officer and Dispatcher synonymous with Communications Officer for the purpose of this Section.

26.9: Effective upon implementation of the contract, retirement shall be computed on the regular base wage, and shall include vacation accrual payoff, shift premium, service recognition and educational premium, and shall not include compensation from;

- A. Overtime pay in excess of one hundred (100) hours in a calendar year or compensatory time payoff.
- B. Sick day accrual payoff upon separation from employment for any reason.
- C. Compensation from clothing allowance, health and dental care non-participation compensation and any other form of reimbursement and allowance not specifically provided herein.

26.10: Final average compensation (FAC) will be computed on the best three (3) of the last ten (10) years for all classifications in the bargaining unit subject to the Modified Plan for those employees that retire on or after the date the St. Clair County Board of Commissioners ratify this agreement.

ARTICLE XXVII
PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT

27.1: Each employee hired prior to January 1, 1992 with five (5) years continuous service having earned an Associates Degree in Police Science shall be paid an

additional one percent (1%) of annual salary at the same time service recognition is to be paid.

27.2: Each employee hired prior to January 1, 1992 with five (5) years continuous service having earned a Bachelor's Degree in Police Science shall be paid an additional two percent (2%) of annual salary at the same time service recognition is to be paid.

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

ARTICLE XXVIII SHIFT PREMIUM

28.1: A premium of seventy-five cents (.75) per hour additional shall be paid to those employees working any hours between 6:00 p.m. and 6:00 a.m.

ARTICLE XXIX UNIFORMS

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

- a. 3 short sleeve uniform shirts with patches
- b. 3 long sleeve uniform shirts with patches
- c. 3 pair uniform slacks
- d. 1 set of collar brass
- e. 2 name tags
- f. 1 whistle chain
- g. 1 black basket weave belt
- h. 3 uniform ties
- i. 1 tie tack
- j. 1 pair black leather, plain toe, tie shoes (County will pay up to \$75)
- k. brass or patches that signify rank
- l. 1 white long sleeve dress shirt with patches
- m. 1 white short sleeve dress shirt with patches
- n. 1 Garrison hat
- o. 1 winter jacket with patches

To be provided to Corrections Supervisors certified to make transfers in addition to the above:

- a. 1 spring/fall jacket with patches
- b. 1 Garrison belt with 4 keepers (basket weave)
- c. 1 cartridge case

- d. 1 holster (basket weave)
- e. 1 pair of handcuffs
- f. 1 handcuff case (basket weave)
- g. 1 last chance vest

29.2: Each employee shall be provided a \$400.00 annual uniform cleaning allowance. The cleaning allowance would be paid in July of each year as reimbursement of the previous year's cleaning expenses. Employees who worked less than a year shall receive a prorated cleaning allowance.

29.3: The Sheriff shall have the right to require that officers maintain one dress uniform at all times.

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, DENTAL CARE AND LIFE INSURANCE

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

Community Blue PPO Option 2

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

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

Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Services.):

\$ 600.00 Employee
\$1,200.00 Family

\$15.00 Office Visit Co-Pay

Prescription Drug Rider

\$10.00 Generic Prescription Drugs
\$20.00 Brand Name Prescription Drugs

MOPD - Mail Order Prescription Drugs
\$250 Maximum Annual In Network Preventative Services
VCA 80 – Vision Rider
HCA – Hearing Care
FC - Dependent Eligibility
SD - Sponsored Dependent

- 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 30.1: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 plan.

A. OPTION I BUY UP COMMUNITY BLUE PLAN 1

All coverages and riders subject to:

No Deductibles

Prescription Drug Rider

\$10.00 Generic Prescription Drugs

\$20.00 Brand Name Prescription Drugs

MOPD - Mail Order Prescription Drugs

\$250 Maximum Annual In Network Preventative Services

VCA 80 - Vision Care

HCA – Hearing Care

\$15.00 Office Visit Co-Pay

No Out-Of-Pocket Maximum Plus Deductible (Excluding Mental Health Care Services.)

Annual Employee Cash Cost (Deducted bi-weekly)

- \$ 750.00 – Single Plan
- \$1,250.00 – Two Person Plan
- \$1,500.00 – Family Plan

B. OPTION II – BUY DOWN COMMUNITY BLUE OPTION 3

Annual Deductible: \$250 – Employee
\$500 – Family

Annual Co-Pays: 80%/20% (BC/BS pays 80% all approved charges.)

Prescription Drug Rider: 20% co-pay with a
\$ 5.00 Out-Of-Pocket Minimum
\$25.00 Out-Of-Pocket Maximum

MOPD - Mail Order Prescription Drugs

\$250 Maximum Annual In Network Preventative Services

\$20.00 Office Visit Co-Pay

Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Care Services.):

- \$1,250.00 Employee
- \$2,500.00 Family

VCA 80 - Vision Care

HCA – Hearing Care

Annual Cash Rebate (Paid bi-weekly)

- \$200.00 - Single Plan
- \$335.00 - Two Person Plan
- \$410.00 - Family Plan

C. OPTION III NON-PARTICIPATION COMPENSATION

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

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

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

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 PLAN

Plan 100 50/50 to an annual maximum of \$1,000 per individual per year.

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 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
SERVICE RECOGNITION

32.1: The maximum annual salary for computation of the benefit shall be \$45,000 in accordance with the following schedule:

| <u>Years of Service</u> | <u>Percentage</u> | <u>Maximum</u> |
|-------------------------|-------------------|----------------|
| 5 - 9 | 2% | \$ 900 |
| 10 - 14 | 4% | \$ 1800 |
| 15 - 19 | 6% | \$ 2700 |
| 20 - 24 | 8% | \$ 3600 |
| 25 + | 10% | \$ 4500 |

32.2: Employees hired by the Sheriff Department on or after July 1, 1996 shall be ineligible for service recognition.

32.3: 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.

32.4: 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.

32.5: Employees with fifteen (15) or more years of service shall be entitled to a prorated lump sum payment in the event of retirement or death in service.

ARTICLE XXXIII
SICK DAYS AND DISABILITY

33.1: Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by these policies. Employees that are scheduled to work twelve (12) hour shifts shall be credited with twelve (12) hours each month. Employees scheduled to work eight (8) hour shifts shall be credited with eight (8) hours each month to a maximum accrual of three hundred and sixty (360) or two hundred and forty (240) respectively. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

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

33.3: An employee shall be eligible to use sick days, upon satisfactory completion of

the orientation period, for personal illness or serious or critical illness to their spouse, parent or child. The employee shall be required to provide proof of illness to spouse, parent or child.

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

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

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

33.7: 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.

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

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

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

- A. The County shall require prepayment of all premium costs.

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

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

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

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

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

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

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

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

For purposes of payoff due to retirement or termination of employment for any reason, accrued sick days shall be calculated to reflect eight (8) hour days.

33.17: An employee who has two hundred and forty (240) or three hundred and sixty (360) bank sick hours on December 31st will be eligible for a sick time non-usage bonus. To receive the bonus of \$500.00, which is payable in the second pay period of January, the employee shall not have used more than three (3) sick days in the calendar year running from January 1st through December 31st. Any employee who exceeds three sick days in the calendar year shall not receive the bonus.

This program shall be in effect for the length of the agreement subject to the employer's right on or after January 1, 2007 to remove this benefit at its discretion during the term of this agreement.

ARTICLE XXXIV
FUNERAL LEAVE

34.1: Full time regular employees shall be eligible to use up to a maximum of five (5) sick days as funeral leave for a death of a member of the immediate family as defined and limited: mother, father, step-parent, brother, sister, spouse, child, step-child, grandparent, grandchild or immediate family member of the spouse according to the preceding definition. The employee shall be required to provide proof of death of an immediate family member.

ARTICLE XXXV
VACATIONS

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

| <u>Years of Service</u> | <u>Days</u> |
|-------------------------|-------------|
| 1 - 2 | 5 |
| 3 - 4 | 10 |
| 5 - 9 | 17 |
| 10 - 14 | 20 |
| 15 - 19 | 23 |
| 20 - 24 | 25 |
| 25+ | 28 |

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

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

35.4: An employee shall not be entitled to maintain more than fifteen (15) days of vacation credit not including credit gained from holidays. If the Employer is unable to grant vacation for whatever reason the fifteen (15) day limitation shall not apply.

35.5: Vacation selection shall be made before the start of each year on the basis of seniority. The member with the most seniority will be allowed to choose first, then the next most senior, and etc. Members may take any number of vacation days in their selection as long as the total vacation period does not exceed twenty-one (21) consecutive days.

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

35.7: Employees regularly scheduled to work twelve (12) hour shifts shall be credited with twelve (12) hours as a work day. Employees scheduled to work eight (8) hour shifts shall be credited with eight (8) hours as a work day. Vacation days may accrue to a maximum three hundred and sixty (360) or two hundred and forty

(240) respectively.

ARTICLE XXXVI
HOLIDAYS

36.1: All full time employees shall be entitled to the holidays recognized by the Michigan Supreme Court.

| | |
|-------------------------------|-----------------------------|
| New Year's Day | (January 1) |
| Martin Luther King's Birthday | (Third Monday of January) |
| President's Day | (Third Monday of February) |
| Memorial Day | (Last Monday of May) |
| Independence Day | (July 4) |
| Labor Day | (First Monday of September) |
| Veteran's Day | (November 11) |
| Thanksgiving Day | (Fourth Thurs. of November) |
| Day After Thanksgiving | |
| Christmas Eve | (December 24) |
| Christmas Day | (December 25) |
| New Year's Eve | (December 31) |

In the event the Michigan Supreme Court modifies the schedule, employees shall be entitled to the modified schedule in the manner and method prescribed by the Court for its employees.

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. Effective January 1, 2002, employees required to work a holiday shall be paid at the rate of time and a half (1 1/2) their hourly rate plus straight time holiday pay.

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.

ARTICLE XXXVII
EMPLOYEE LIABILITY

37.1: The County shall indemnify each employee against claims of liability which

may arise from the course of employment provided the employee has acted lawfully and within the scope of their prescribed duties

ARTICLE XXXIII
EDUCATIONAL REIMBURSEMENT

38.1: Employees enrolled for accredited extension or formal educational courses may request reimbursement for tuition, fees and supplies. Approval for reimbursement shall only be considered when the education maintains or improves the employee's skills in the area in which they are employed.

38.2: Request for reimbursement must be made in writing and shall include a description of the course, the beginning and concluding date of the course, the cost of tuition, fees and supplies (such as books, manuals, or special materials), and, if applicable, grants, aids or scholarships available or provided.

38.3: Department head approval of the request for reimbursement shall be contingent upon available funding, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The Department Head shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies as provided in 36.4: below. Department Head approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. The request shall be considered to be denied in absence of written approval.

38.4: Reimbursement shall not exceed \$500.00 per course deductible from accrued sick days. Sick days shall be deducted at the rate of twice the value of the sick day to the course cost. In other words, the employee shall have deducted from their accrued sick days two (2) times the number of sick days equal in cost to the amount of reimbursement. Any fraction of a sick day shall be computed as a full sick day.

38.5: The County shall determine whether books, manuals and supplies reimbursed by the County shall become the property of the County.

38.6: An employee shall have at least one year of full time service with the County to be eligible for consideration.

38.7: An employee who successfully completes a course, with or without reimbursement, shall not necessarily be entitled to an automatic promotion, extraordinary advancement in the salary range, or a higher classification or wage grade based upon completion of the course or attainment of a degree or certification.

38.8: An employee shall not be entitled to attend class or complete class assignments during their regularly scheduled working hours at the expense of the County. Nor shall the employee be entitled to utilize the resources of the County including supplies, equipment, or personnel without supervisory approval. Failure to comply with either provision may result in forfeiture of reimbursement for course expenditures or discipline including discharge or both.

ARTICLE XXXVIX
SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2004 2.5%

| | <u>START</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> | <u>5 YEAR</u> |
|------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Lieutenant | 48,852 | 50,805 | 52,836 | 54,886 | 57,011 | 59,234 |
| Sergeant | 46,657 | 48,365 | 50,130 | 51,906 | 53,747 | 55,711 |

EFFECTIVE SEPTEMBER 1, 2005 2.5%

| | <u>START</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> | <u>5 YEAR</u> |
|------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Lieutenant | 50,073 | 52,075 | 54,157 | 56,258 | 58,436 | 60,715 |
| Sergeant | 47,823 | 49,574 | 51,383 | 53,204 | 55,091 | 57,104 |

EFFECTIVE SEPTEMBER 1, 2006 2.5%

| | <u>START</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> | <u>5 YEAR</u> |
|------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Lieutenant | 51,325 | 53,377 | 55,510 | 57,664 | 59,897 | 62,232 |
| Sergeant | 49,019 | 50,813 | 52,667 | 54,534 | 56,468 | 58,531 |

ARTICLE XL
TERM OF AGREEMENT

40.1: This Agreement shall be in effect and become operative on July 1, 2004 and shall continue in operation and effect through June 30, 2007. If either party hereto desires to terminate, modify, or amend this Agreement it shall, at least ninety (90) calendar days prior to June 30, 2007 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, 2007 subject to termination or modification, thereafter by either party upon ten (10) calendar days written notice.

40.2: 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 _____.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

THE COUNTY OF ST. CLAIR

James Tignanelli
Business Agent

Chairperson,
Board of Commissioners

Peter Biondo, President

County Clerk

William Worden, Vice President

Dan Lane, Sheriff

LETTER OF UNDERSTANDING
REGARDING
LIEUTENANT AND SERGEANT RANK

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Corrections Supervisors - COAM hereby establish and agree that employees classified as Sergeant [formerly Corporal] on November 9, 2005 shall be considered to have had held the rank of Corrections Sergeant from their date of promotion into the bargaining unit for purposes of satisfying the terms and conditions of Article IX – Seniority; Article XII - Layoff and Recall and Article XVII – Career Change and Advancement. It is further provided the employees classified as Lieutenant [formerly Sergeant] on November 9, 2005 shall be considered to have held the rank of Corrections Lieutenant from their date of promotion to Sergeant for purposes of satisfying the terms and conditions of Article IX – Seniority; Article XII – Layoff and Recall and Article XVII – Career Change and Advancement.

Employees promoted to the rank of Sergeant or Lieutenant after November 9, 2005 shall be entitled to seniority to seniority in the rank from the first day of promotion to the rank.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

THE COUNTY OF ST. CLAIR

James Tignanelli
Business Agent

Chairperson,
Board of Commissioners

Peter Biondo, President

County Clerk

William Worden, Vice President

Dan Lane, Sheriff

Date

Date

**LETTER OF AGREEMENT
REGARDING
RETIREMENT DROP PLAN**

This Letter of Agreement (LOA) is entered into this the ____ day of _____, by and between: St. Clair County (the County) and the St. Clair County Sheriff Department Corrections Command Officers - COAM (the Association).

Recitals

The Association and the County have completed negotiations for a new collective bargaining agreement (CBA). The tentative agreement included an agreement for a three (3) year Deferred Retirement Option Plan (DROP), which the parties agreed to implement by a letter of understanding. Accordingly, the parties are entering into this LOA.

1. **TERM OF LOA.** The parties to this LOA agree to a three (3) year Deferred Retirement Option Plan, which shall become effective July 1, 2004 and expire June 30, 2007, unless extended by the parties. The conditions of the DROP are as set forth in this LOA.
2. **ELIGIBILITY.** Any member of the Association who is eligible for retirement under the County Retirement Plan shall be eligible for the DROP. Any Association member who wishes to participate (the Participant) in the DROP shall so indicate in writing to the Sheriff with copies to the County Human Resources Director and the County Retirement Board. Any Association member may apply for the DROP between January 1, 2006 and June 30 2007, and the length of participation shall be limited to 36 months. Participation in the DROP shall commence as soon as reasonably possible after the Participant's written notice has been submitted and it is determined the Participant is eligible for the DROP. Upon commencement of participation in the DROP the Participant's DROP benefit shall be the dollar amount of the Participant's monthly pension benefit computed by using the CBA formula in effect on the Participant's participation date. The Participant's DROP Benefit shall be deferred to an investment account available in the County Pension System as established by the County Board of Commissioners.
3. **PARTICIPATION.** Upon commencement of participation in the DROP, the Participant shall become an independent contractor with the County and will continue to provide services to the County in the Sheriffs Department as assigned by the Sheriff and consistent with the duties previously performed by the Participant. The Participant shall continue to be covered by the salary and benefit provisions of the CBA except that the Participant shall no longer receive longevity, no pension contribution shall be made on behalf of the Participant and the Participant shall not be entitled to receive any payment of sick or vacation days upon ending participation in the DROP. The Participant shall continue to be a member of the Association and shall continue to pay dues pursuant to the CBA. Once participation in the DROP is commenced participation is irrevocable and, as a result, the Participant's employment with the County and the County Sheriffs

Department will terminate 36 months from the Participant's commencement of participation in the DROP. Once the Participant begins participation in the DROP, the Participant shall not have the option of returning to regular employment status with the County.

4. **DROP BENEFIT.** The Participant's DROP Benefit shall be the regular monthly retirement benefit to which the Participant would have been entitled if the Participant had actually retired on the DROP Date. The Participant's DROP Benefit shall be credited monthly to the Participant's individual DROP account. If a member elects to participate in the DROP he/she may prior to or at the time of the cessation of the services for the County Sheriff Department elect to receive his or her benefit in any form permitted under the DROP and nominate a named beneficiary. The Participant may only receive their DROP account by terminating their employment as an independent contractor with the County. Upon termination of their employment with the County the Participant shall be entitled to receive their DROP account and shall begin receiving their normal retirement benefits. The maximum period for participation in the DROP is three (3) years (the Participation Period). There is no minimum time period for participation. The Participant must cease providing services to the County, whether pursuant to the Agreement or otherwise, within the Participation Period. Upon cessation of Participant's services to the County, the Participant shall receive the monthly retirement benefit previously credited to his DROP Account unless an optional form of benefit is elected pursuant to paragraph 8. Interest or appreciation on the DROP Account however will continue to accrue during such a forfeiture period.
 - A. **CHANGE IN DESIGNATION.** A Participant desiring to (1) change their form of benefit at cessation of services or (2) have a new spouse recognized for purposes of the Plan's post-retirement surviving spouse benefit, must make such election prior to cessation of services and will receive the actuarially computed revised benefit commencing on the member's effective date of cessation of services. The term "spouse" for purposes of benefit qualification, shall mean: (1) the person to whom the Participant was legally married to on the Participant's date of death if such death occurs during DROP Participation; or (2) the person to whom the retirant was legally married on both the effective date of termination of employment and the retirant's date of death if such death occurs after termination of Employment. The definition of "spouse" herein may be amended pursuant to an Eligible Domestic Relations Order entered pursuant to Michigan Public Act 46 of 1991, as amended (MCL 38.1701 et seq.).
5. **DROP ACCOUNTS.** An individual DROP Account shall be created for the Participant in which the Participant's DROP Benefits shall be accumulated. The individual DROP Account shall be maintained for the benefit of the Participant and will be managed by the Retirement Board in the same manner as the other funds held in the Retirement System. The Participant's DROP account shall be entitled to such annual interest determined by the Retirement Board for interest paid to Retirement Plan members that withdraw their contributions upon employment separation.

6. **CONTRIBUTIONS TO RETIREMENT SYSTEM.** The County's and the Participant's contributions to the Retirement System shall cease as of the Participant's DROP Date.

7. **DISTRIBUTION OF DROP FUNDS.** Upon cessation of services for the County, the DROP Participant must choose one, or a non-inconsistent combination of, the following distribution methods to receive payment(s) from his individual DROP Account:

A total lump sum distribution to the recipient.

A partial lump sum distribution to the recipient.

A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with the Retirement Board's rollover procedures.

An annuity payable for the life of the recipient.

An option form of annuity as established by Public Act 345 of 1937, as amended.

No distribution, in which case the accumulated balance shall remain in the Plan to the extent allowed by federal law.

8. A former Participant may change their distribution method as may be applicable no more than once per annum. All benefit payments under the Plan shall be made (or commence in the case of an annuity) as soon as practical after entitlement thereto, but in no event later than the April 1 following the later of:

A. The calendar year in which the Participating Member attains age 70-1/2,
or

B. The calendar year in which the Participant's employment terminated.

If the Accumulated Balance in any former Participant's account becomes less than \$5,000 [or such other amount as provided in Internal Revenue Code Section 411(a)(11)(A)], then the Retirement Board, in its sole discretion, shall have the option of distributing the former Participant's entire account, in the form of a lump sum, to the Former Participant. Any and all distributions from Participant's DROP Account shall not be subject to offset by any workers compensation wage loss payments received by the Participant, including any redemption amounts.

9. **DEATH DURING DROP PARTICIPATION.** Except as otherwise provided in Paragraph 11, if the Participant dies either: (i) before cessation of service to the County or (ii) after cessation of service to the County but before the DROP Account balance has been fully paid out, the Participant's designated beneficiary(ies) shall receive the remaining balance in the Participant's DROP Account in the manner in which they elect from the previously mentioned distribution methods (Paragraph 8). In the event the Participant has failed to name a beneficiary, the account balance shall be payable to the Participant's

beneficiary of benefits from the Retirement System. If there is no such beneficiary, the account balance shall be paid in a lump sum to the Participant's estate. Benefits payable from the Retirement System shall be determined as though the Participant had separated from service on the day prior to the Participant's date of death.

10. **DISABILITY DURING DROP PARTICIPATION.** Except as otherwise provided in Paragraph 11, in the event the Participant becomes totally and permanently disabled from further performance of their duties with the Sheriffs Department, in accordance with the provisions of the Retirement System, the Participant's participation in the DROP shall cease and the Participant shall receive such benefits as if the member had retired and terminated employment during the Participation Period. Application and determination of disability shall be conducted in accordance with the Retirement System provisions; however, the Participant shall not be eligible for disability benefits from the Retirement System, except as specifically provided in Paragraph 11.
11. **SPECIAL PROVISION FOR DUTY DISABILITY AND DUTY DEATH.** If the DROP Participant is found by the Retirement Board, in accordance with Retirement System provisions, to be totally and permanently incapacitated for duty by reason of personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of the his employment by the County, it may retroactively revoke the Participant's DROP election if the revocation occurs before the payment of a distribution to the member from the Participant's DROP Account or payment of retirement benefits to the retirant from the Retirement System. If a DROP Participant dies in the line of duty while engaged in service for the County, the DROP Participant's eligible survivors (i.e. survivors qualified under Section 6(2) of Public Act 345 of 1937, as amended, and the CBA) and the Participant's eligible DROP beneficiary(ies) may, by unanimous agreement, retroactively revoke the Participant's DROP election if the revocation occurs before payment of a distribution from the Participant's DROP Account or payment of benefits to the retirant from the Retirement System. If a DROP election revocation is made as prescribed by this Subsection, the Participant's DROP Account is not distributed, and the Participant or the Participant's beneficiary(ies), as applicable, is entitled to all benefits provided by the Retirement System as if a DROP election had not been made. In the event of revocation of DROP participation as provided herein, there shall be no requirement for retroactive payment of employee contributions which would otherwise have been paid by the member to the Retirement System and the member shall receive service credit for all service rendered during DROP participation or as otherwise provided in the CBA.
12. **I.R.C. COMPLIANCE.** The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the DROP, or portion thereof that is found by the Retirement Board to be in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby declared null and void.

In the event this Letter of Agreement or any portion thereof becomes

unenforceable the parties agree to and shall negotiate such amendments to this Letter of Agreement as are necessary to bring it into compliance with the law. If it is not possible to make revisions to bring this Letter of Agreement in compliance with the law the DROP will be terminated. All Participants assume any risk, which exists that the DROP may be determined to be in conflict with state laws concerning the County pension plan or laws which limit the number of hours County retirees may work.

St. Clair County

St. Clair County Sheriff
Department Corrections Command
Officers - COAM

By: _____

By: _____

By: _____

By: _____

Date: _____

Date: _____