AGREEMENT

BETWEEN

ST. CLAIR COUNTY

AND

ST. CLAIR COUNTY COMMUNICATIONS OFFICERS

P.O.A.M.

EFFECTIVE JANUARY 1, 2020 THROUGH DECEMBER 31, 2020

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ARTICLE 1
AGREEMENT

1.1: This Agreement made and entered into for the period January 1, 2020 through December 31, 2020 between the Board of Commissioners of the County of St. Clair, State of Michigan, hereinafter referred to as the "Employer," and the St. Clair County Communications Officers, Police Officers Association of Michigan, hereinafter referred to as the "Union".

This Agreement is subject to the terms of the Local Government and School District Fiscal Accountability Act, MCL 141.1501 to 141.1531, and as a result if an emergency manager is appointed he/she shall have the right to reject, modify or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

Inclusion of the language required under section 15 (7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

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

ARTICLE 2
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 3
RECOGNITION

3.1: The Union is hereby recognized as the exclusive representative of all Communications Officers for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions for the term of the Agreement, excluding the Central Dispatch Authority Director and a confidential employee.

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

3.3: A temporary employee shall be defined as an employee hired for a definite predetermined period of time not to exceed six (6) months provided, however, if a

temporary employee is hired to replace a permanent employee on leave of absence, they may retain their temporary status for the period of said leave of absence.

ARTICLE 4
MANAGEMENT RESPONSIBILITY

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, subject only to the provisions of this Agreement as herein set forth.

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 hire, suspend, discipline or discharge for just cause; assign work within the unit; promote or transfer; the right to decide employee's qualifications; to determine the rules and regulations governing employees' 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 5
CONTRACT SERVICES

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

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

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

ARTICLE 6
UNION DUES COLLECTION

6.1: All current employees covered by this Agreement and all new employees hired after the effective date of this Agreement who sign a dues deduction authorization card shall pay the monthly Union dues uniformly required of union members who authorize dues withholding, effective thirty (30) calendar days after the effective date of this Agreement or date of hire whichever is later.

6.2: No employee shall, as a condition of obtaining or continuing employment be required to (i) refrain or resign from membership, voluntary affiliation with, or voluntary financial support of a labor organization; (ii) become or remain a member of a labor organization; (iii) pay any dues, fees, assessments, or other charges or expenses of any kind or amount or provide anything of value to a labor organization, or (iv) pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or employees represented by a labor organization.

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

6.4: 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 action 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 7
UNION REPRESENTATION

7.1: The Union shall be represented to the Employer by no more than three (3) recognized officers. The names and classifications of these employees shall be communicated in writing to the Central Dispatch Authority Director and the County Administrator/Controller upon their selection and/or subsequent change.

7.2: The recognized officers 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 if scheduled to work when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Union in all other matters unless otherwise stipulated. The employee(s) shall have exclusive and sole authority and power to select who shall represent them 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 8
GRIEVANCE PROCEDURE

8.1: Step 1

A. Any Employee having a specified grievance alleging a violation of this Agreement, a violation or deviation from an established County or departmental policy or procedure, or a failure of the County or department to comply with a policy, procedure, method, practice or regulation of the County or department shall, within fifteen (15) working days of the alleged grievance, discuss the matter with the Central Dispatch Authority Director 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 and Business Agent present at this step.

B. Any employee may request the Central Dispatch Authority Director or designee to call one of the designated local Union representatives to handle a specified grievance with the Central Dispatch Authority Director or designee. 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 Department, therefore, Union representation must be made available within a reasonable amount of time.

C. The Union shall be entitled to submit a grievance on behalf of the bargaining unit or a particular class of employees in accordance with the following safeguards and conditions.

i. A grievance shall be considered proper provided it alleges 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.

ii. The grievance shall be filed within fifteen (15) working days of the event or occurrence giving rise to the grievance.

iii. No fewer than two (2) recognized officers of the bargaining unit and the Business Agent shall present the grievance at Step 1, and shall suffer no loss of pay if scheduled to work.

iv. A recognized officer of the bargaining unit and the business agent of the POAM shall sign the grievance advanced to Step 2.

v. The Central Dispatch Authority Director or shall provide a verbal or written response to the grievance within ten (10) calendar days of the Step 1 presentation or the Union may advance the grievance to Step 2.

vi. The grievance, if advanced, shall be subject to all the provisions of Steps 3 and 4.

D. A grievance shall be considered resolved and shall not be advance through the grievance procedure when the parties are agreed upon a remedy.

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 Central Dispatch Authority Director 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 Business Agent, the Grievant(s), and the Central Dispatch Authority Director or designee for the purpose of attempting to settle the grievance at the department level. The Central Dispatch Authority Director shall provide a written decision within ten (10) working days to the Union.

B. A grievance shall be considered resolved and shall not be advanced through the grievance procedure when the parties are agreed upon a remedy.

8.3: Step 3

A. Grievances shall be considered settled at Step 2 unless delivered to the Human Resources Office within seven (7) calendar days after completion of Step 2. The County Administrator/Controller 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 at the earliest convenient date possible. 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 Central Dispatch Authority Director 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 Business Agent.

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 Human Resources Office within thirty (30) calendar days after the completion of Step 3. A grievance shall be considered resolved and shall not be advanced through the grievance procedure when the parties are agreed upon a remedy.

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

8.4: Step 4

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

A. The Union shall within thirty (30) calendar days following receipt of the County's written decision at Step 3, give notice in writing to the County Administrator/Controller 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 American Arbitration Association, or as otherwise mutually agreed by the parties or the matter will be untimely.

C. The fee and expenses of the arbitrator shall be by the losing party. 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 misapplication 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 16 - Career Change and Advancement, Section 16.8.

F. The arbitrator, in rendering a decision, shall give full recognition to the whole of the Agreement as it relates to responsibilities, powers, authority, and rights vested with the County 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 9
SENIORITY

9.1: New full time employees hired in the Unit shall be required to serve an orientation period of nine (9) calendar months from the actual date of assuming the position. Part time employees shall be required to serve an orientation period from their date of hire to six (6) months of prorated seniority following successful complete of communications training. After successful 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.

A. County Seniority - The most recent date of full time continuous employment with St. Clair County.

B. Bargaining Unit Seniority - The most recent date of full time continuous employment in the bargaining unit.

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

D. Part Time Employee Seniority – Part time employees shall accrue seniority on the basis of hours worked in relationship to full time employees, which is prorated seniority. A part time employee that becomes full time shall be entitled to the accrual of his or her prorated seniority upon full time hire.

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

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

ARTICLE 10
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 Central Dispatch Authority during the two (2) day period. Exceptions may be made by the Central Dispatch Authority Director 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.

F. The employee dies.

ARTICLE 11
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.

11.4: Written Formal Counseling memos shall not be considered for promotional purposes after twelve (12) months of the date of issuance.

ARTICLE 12
LAYOFF AND RECALL

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

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

A. Temporary employees in the classification affected shall have their employment terminated in so far as they are not bargaining unit members and subject to recall.

B. Employees on orientation in the classification affected shall be laid off next.

C. Part time employees shall be laid off.

D. Full time employees who have satisfactorily completed orientation in the classification affected shall be laid off next.

E. Should layoffs become necessary, employees in the same classification may volunteer. The most senior employee in the classification shall be granted the layoff, and shall be subject to all the provisions of this Agreement including duration as determined by the County.

F. The County shall not be required to follow the preceding procedure when the layoff is due to the return to work of a full time employee from a workers compensation, disability or extended sick leave. In this event, the least senior employee in the classification affected by the return to work of the employee from leave provided the returning employee has more seniority than the least senior person in the classification. The displaced employee shall have all rights provided by this Article.

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

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

A. The displacing employee possesses all the qualifications of education, training skills and ability to perform the tasks in accordance with the job description. In the event the subordinate position requires certification or specialized classroom training, the Employer shall make such training available to the employee at the Employer's cost. The employee must satisfactorily complete a six (6) month trial period or be laid off.

B. The trial period shall commence upon assuming the position provided training is provided while on the job. When the position requires formal classroom training or certification, the trial period shall begin upon satisfactory completion of the classroom training or certification.

C. The displacing employee may only displace an employee with less departmental seniority.

D. The displacing employee shall be paid at the subordinate classification salary step which most closely approximates the displacing employee's former salary.

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

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

12.7: Employees to be laid off shall have at least fourteen (14) calendar days' notice of layoff. The local Union secretary shall be entitled to a list of the employees being laid off. The employee laid-off without fourteen (14) calendar days' notice shall receive a regular day's compensation for each regularly scheduled work day short of fourteen (14) days.

12.8: Employees who have been laid off shall have recall rights for a minimum of two (2)

years but not greater than the period of their departmental seniority, if more than two (2) years. If not recalled within this period of time, the laid off employee's employment shall be considered terminated.

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

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

B. The recalled employee, unless otherwise provided herein, shall be compensated at the step in the salary rate at the time of their layoff.

C. A laid off employee accrues no seniority while on a layoff and shall have all their seniority dates adjusted to reflect the period of layoff.

D. Notice of recall from layoff shall be sent to the employee's last known address by registered mail. The notice shall provide the employee with no less than ten (10) calendar days' notice to return from the date of proof of delivery or non-delivery to report to work. Proof of non-delivery or failure to report to work shall be considered a quit of the laid off employee.

E. An employee may be denied recall if their moral conduct and standards or ability to perform the work does not meet that required of a public safety professional.

ARTICLE 13
EMPLOYEE RECORDS REVIEW

13.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee record file. Such request must be made in writing and the County shall have 3 business days to fulfill the request. The Employer shall provide a location reasonably near the employee's place of employment and during normal working hours.

13.2: 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.

13.3: 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.

13.4: 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 14
EQUIPMENT CARE AND USAGE

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

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

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

ARTICLE 15
MAINTENANCE OF PROFESSIONAL STANDARDS

15.1: 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.

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

15.3: 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 16
CAREER CHANGE AND ADVANCEMENT

16.1: A career advancement or promotion shall mean a change in classification resulting in an increase in responsibility or increase in wages. When an employee is promoted to a higher paying classification, the employee shall be compensated at the nearest higher salary step (to their current compensation) at a minimum, in the classification.

16.2: A career change or transfer shall mean a change in classification resulting in no increase in responsibility or wages. The application of this definition shall in no way prohibit the County's right to make work or shift assignments within the employee's classification or to inhibit or restrict the right of temporary transfer as provided in 16.10.

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

considered for the position. The vacancy shall be filled within 180 days of the posting provided the process is undisputed by any bargaining unit member.

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

45 written examination
45 oral interview
10 bargaining 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 Central Dispatch Authority Director shall have exclusive authority to conduct and determine the composition of the oral interview. Provided however, the Central Dispatch Authority Director shall comply with state and federal regulations which may apply in determining questions and scoring of the oral interviews.

C. The 10% bargaining unit seniority will be credited the employee at the rate of one percent (1%) for each year of bargaining unit seniority to a maximum of 10%.

16.5: The Employer shall not be prohibited from external recruitment of Communication Officers. The Employer shall be entitled to change the status of a part time Communications Officer to full time when a vacancy for a full time Communications Officer occurs. Further, a Communications Officer may request a status change from full time to part time employment when a vacancy for a part time employee occurs. Be it provided that the employee that transfers from full time to part time status shall only be entitled to the rights and benefits of a part time employee as set forth in this Agreement. All externally and internally recruited candidates shall be required to compete on the same basis. The remaining classifications may only be recruited when there are no internal candidates who have applied.

16.6: The Employer shall notify the Union in writing by certified mail of its intent to create or implement a new classification of employee in the bargaining unit. The notification shall state the duties, hours and wages as well as the qualifications for the position. The Union shall have ten (10) days in which to request negotiations for the purpose of establishing the rate of pay for the classification. The Employer shall not fill the position prior to thirty (30) calendar days from issuing the written notice to the Union of a new classification. All annual wages finally established shall be retroactive to the date of appointment to the position. In the event the matter is not resolved within the thirty (30) day period, the matter shall then be a proper subject for binding fact finding.

16.7: An employee hired, promoted or transferred to a full time position shall be subject to a nine (9) month orientation period from the date of assuming the full time position. An employee hired to work part time shall be required to serve an orientation period from their date of hire to six (6) months of prorated seniority following successful complete of communications training. An employee whose performance is unsatisfactory during the

orientation period shall be returned to their former classification in the bargaining unit or have their employment terminate, whichever may apply. An employee shall be returned to their former classification if their request is made during the orientation period.

16.8: Promotion list (points for exam results, oral interview and seniority) shall be maintained for one (1) year from the date of promotion. In the event of any vacancy in the classification, the Central Dispatch Authority Director shall appoint the candidate with the highest point total. A promoted employee will be compensated at their current rate until they have successfully completed the required training or education for the higher paying position.

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

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

A. If transfer is within one (1) year of the date of being promoted, the promoted member shall revert to the rank and/or classification held immediately prior to being promoted.

B. If transfer is due to a departmental wide layoff resulting in the reduction of the number of employees, the promoted former member consistent with Article 12 - Layoff and Recall, may revert to the rank and/or classification held immediately prior to being promoted.

C. Promoted former members who transfer into the bargaining unit for any other reason shall be limited to the classification and compensation of Certified Dispatcher for those who previously held the position.

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

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

ARTICLE 17
WORKING HOURS

17.1: The work schedule of employees shall be posted no less than two (2) weeks in advance of the commencement of the first day of the schedule.

17.2: The Central Dispatch Authority Director shall determine the starting time of all shifts. A full time employee's shift shall constitute eight (8) or twelve (12) consecutive hours, excluding overtime unless otherwise mutually agreed. If a 12 hour shift is determined, float time will be applied in accordance with Article 30.2.

17.3: The full time employee schedule shall be for a seven (7) week period providing for the approximation of an average of two hundred and eighty (280) hours of work among full

time employees. An employee may be scheduled for as many as seven (7) consecutive days and shall not be eligible for overtime based on the consecutive nature of the days.

17.4: To ensure continuity of operations, eemployees' reporting for work will be required to attend a shift briefing fifteen (15) minutes prior to the posted starting time of their shift to receive pertinent information from the Communications Officer that they are relieving about the events of the previous shift. Employees shall not leave the Dispatch Center until the posted quitting time of their shift unless authorized to do so by the Director. The parties agree that pay for this briefing time equals thirty-six (36) hours annually and will be added to accrued float time on each anniversary of employment beginning January 1, 2017 to be scheduled in the same manner as vacation time.

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

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

17.7: Employees regularly scheduled to work eight (8) hour shifts, shall have a minimum of twelve (12) hours off between regularly scheduled shifts, unless mutually agreed, or the Employer shall pay overtime for the period less than twelve (12) hours.

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

ARTICLE 18
SHIFT SELECTION AND PREMIUM PAY

18.1: The Central Dispatch Authority Director shall endeavor to grant regular shifts among full time Communications Officers.

18.2: A premium of seventy-five cents ($0.75) per hour additional shall be paid to those employees for all hours worked between 6:00 PM and 6:00 AM, herein referred to as the afternoon shift.

18.3: The County shall determine the number of employee(s) in each classification on each shift and the days of work for the calendar year. The Central Dispatch Authority Director shall allow the employee(s) to select both shift and days of work for the calendar year at the same time the employee(s) select(s) vacation for the calendar year. The Central Dispatch Authority Director shall endeavor to accommodate selection of shift starts by classification seniority consistent with meeting the operating needs of the department. An employee who is unable or fails to make an annual shift selection as provided herein and is later returned to a position which requires annual shift selection shall be placed at the sole discretion of the Central Dispatch Authority Director until the next annual shift selection.

18.4: The Central Dispatch Authority Director shall have the right to establish a swing shift

with as many of twenty percent (20%) of the employees in a classification who may be so assigned.

18.5: Shift selection shall be in classification seniority order from the greatest to the least seniority.

18.6: The Central Dispatch Authority Director may determine the shift of an employee for the purpose of training, retraining or when emergency or extraordinary circumstances exist provided such determination shall not be disciplinary in nature. In the event, the Director determines the need to alter shift strength, he/she shall first seek a volunteer.

18.7: Shift selection shall not be construed to mean selection of work assignment regardless of seniority or any factor or provision of this Collective Bargaining Agreement.

18.8: Communications Training Officer (CTO) assignments may be made at the sole discretion of the Central Dispatch Authority Director. For each shift that a certified training officer is assigned a trainee, the CTO will receive one and a half (1.5) additional hours of pay at the rate of one and one-half times the officer's regular rate of pay upon completion of the required paperwork for the training program.

ARTICLE 19
OVERTIME

19.1: Overtime shall be paid at a rate of one and one-half (1 1/2) times for all hours worked beyond the regularly scheduled shift, provided the shift is at least eight (8) hours long. Overtime shall be paid at a rate of one and one-half (1 1/2) times for hours worked beyond eighty-four (84) hours worked in a two (2) week pay period. Be it provided that overtime does not compound by the definition of hours in a day or a week.

19.2: Overtime hours shall be divided as equally as possible among full time Communications Officers. Whenever overtime is required to maintain minimum staffing requirements or during a significant event, the full time person with the highest number of overtime hours worked will be called first and so on down the list by the on-duty dispatcher in an attempt to equalize the overtime hours. Nothing shall prevent the Director from scheduling a part time Communications Officer to replace a full time Communications Officer at straight time pay. Actual Overtime hours worked will be computed from January 1 through December 31 each year. Court time, staff meeting and/or training time shall not be recorded as overtime hours in attempting to equalize overtime hours. If two or more members have the same number of overtime hours worked, the most senior employee will be offered the overtime first with the least senior officer being compelled first. Hours worked as volunteered overtime shall be considered the equivalent of being compelled.

19.3: The Employer shall have the right to compel overtime among employees with the least senior full time Communications Officer being compelled first upon meeting all the established in this Article. Be it provided the Central Dispatch Authority Director will make a reasonable effort based upon the circumstances to compel overtime based on seniority to a maximum of twelve (12) hours in a seven (7) day period excluding the right to compel overtime as described in 19.7: of this Article. All compelled overtime hours will be reset each Monday at 6:00 a.m.

If an employee reaches twelve (12) hours of overtime before the hours are reset on Monday, they cannot be compelled again until the 7th day from the day that the twelve (12) hours are met. If an employee does not reach twelve (12) hours of overtime before

Monday, it will be reset Monday at 6:00 a.m.

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

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

19.6: If an employee is called into work other than during his regularly scheduled working hours, he shall be paid time and one half(1-1/2) his straight time rate for a minimum of three hours and for the actual time spent in excess of three (3) hours. This minimum shall not apply to call- in time immediately preceding or following the employee's regularly scheduled working hours.

Meetings: An employee who attends a scheduled off duty meeting that is not adjacent to their shift, will be paid time and one half for a minimum of two (2) hours or actual time spent in the meeting if greater than two (2) hours.

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 circumstances permit.

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

A. Off duty full time employees shall be called first, based upon the highest amount of hours worked and then their departmental seniority in order to equalize hours. A refusal or unavailability shall be subject to 19.2.

B. If Step 19.8:A does not result in sufficient staffing, the hours shall be offered to the employee with the highest overtime hours worked on the shift preceding the shift with the available hours.

C. If Step 19.8:B. does not result in sufficient staffing, the hours shall be offered to the employee with the highest overtime hours worked on the shift following the shift with the available hours.

D. If Step 19.8:C does not result in sufficient staffing, the least senior employee from the shift preceding the shift with the available hours shall be compelled to work the overtime consistent with 19.2 and 19.3.

E. In the event employees volunteer to split the hours of a shift, the Central Dispatch Authority Director or designee shall have sole authority to approve or disapprove of the split. An employee who volunteers for the full shift will be selected for the overtime first before employees who volunteer to split the hours of a shift.

19.8: An employee required to appear in Court at a time other than when scheduled to work, provided such Court appearance is related to departmental business, shall be eligible for one and one-half (1 1/2) times the prevailing hourly rate of the employee. An employee required to appear in Court when scheduled to work shall his or her be eligible for regular pay provided the Court appearance is related to departmental business. The employee issued a subpoena is required to contact the Court designated on the subpoena in the

manner prescribed by the Director and/or Court relative to the date and time of their Court appearance. An employee may elect to receive overtime or subpoena or deposition fee(s) but only one and not all. The employee shall not be eligible to receive overtime pay if their Court appearance date and/or time is canceled and forty-eight (48) hours advance notice is available to the employee and they fail to contact the Court by the prescribed method. The employee required to make a Court appearance in St. Clair County on a scheduled day off shall report to the duty officer in person prior to and after the Court appearance unless instructed to do otherwise by the Employer.

19.9: The Employer shall compensate the employee with compensatory time off or pay at the employee's option when the approved department budget provides for overtime. Employees eligible for compensatory time as designated by the Central Dispatch Authority Director shall accrue compensatory time in accordance with the following:

A. Compensatory time shall not accrue beyond sixty (60), or otherwise defined by law.
B. Compensatory time shall not be taken as time off when it creates an overtime situation to the department.

C. Part time employees are not eligible to earn compensatory time.

ARTICLE 20
LEAVE OF ABSENCE

20.1: Leave of absence with or without pay for reasonable periods, not to exceed one (1) Year, will be granted without loss of seniority for:

A. Illness leave (physical or mental).

B. Prolonged illness of spouse or child.

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

20.2: An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under FMLA and a fact sheet shall be provided the employee in a reasonable method and manner once the leave of absence is approved. Leave taken under FMLA will be taken consistent with FMLA, this Article and the policy of the County and the Department.

20.3: Leave of absence without pay for reasonable periods, not to exceed one (1) year, may be granted without loss of seniority for:

A. Serving in any Union position.

B. Educational purposes when job related.

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

20.4: 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. The employee shall be entitled to leave for a maximum of two weeks per year or as may be otherwise provided by law. The Central Dispatch Authority Director shall endeavor to reschedule an employee's working days to accommodate reserve training that does not exceed two (2) days a month.

20.5: All leaves based upon illness (physical or mental) shall be supported by a statement from the attending physician or psychologist when requested by the Employer. In all cases of illnesses extending beyond three (3) 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.

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

20.7: The County and the Central Dispatch Authority Director shall comply with all laws addressing the rights of an employee to obtain a leave of absence for personal or family illness or other conditions as may be set forth by law.

20.8: The requirements of Sections 20.5 and 20.6 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.

20.9 While on an unpaid leave of absence, the employee accrues no vacation time, sick days, compensatory time, retirement credit or gain from any other fringe benefit.

ARTICLE 21
INJURY LEAVE WITH PAY

21.1: When an employee is injured during his or her scheduled working hours or suffers an occupational illness, the incident must be reported to a department head and/or supervisor as soon as possible. The department head and/or supervisor shall immediately contact the Human Resources Department and complete an accident report on the form provided by the County. Worker's Compensation is governed by Board Policy and Procedures and is subject to change.

21.2: The Human Resources Department will act upon the accident report by:

A. Coordinating an employee's medical examination and treatment if necessary.

B. Providing notice and a full report to the Workers Compensation carrier of a reported workplace related illness or injury.

C. Maintaining a complete record of the accident/incident along with all informational materials.

21.3: Incident Investigation

The Human Resources Department or the Workers Compensation carrier may conduct its own investigation of the illness or injury from which a determination may be made about the disposition of the claim.

21.4: Supervisory Notice

It is the policy of the Human Resources Department to inform the department head and/or supervisor and the employee of all developments in the disposition of the claim.

21.5: Employee Compensation

A. The County shall provide the employee the opportunity to supplement Worker's Compensation pay from accrued sick time when on a leave of absence due to a work related illness or injury. The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay. Taxes will be withheld in accordance with IRS regulations. The supplemental compensation shall be deducted from the employee's accrued sick time but in no case exceed the employee's accrued sick time.

B. When an employee is eligible for Worker's Compensation, the employee will receive a check directly from Worker's Compensation. If supplemented by leave time, the Employer shall continue to provide bi-weekly pay minus the Worker's Compensation amount and all other authorized payroll deductions.

C. Employees who elect not to supplement their Worker's Compensation, who have no accrued sick time, insufficient sick time or who exhaust their sick time while on an injury leave, shall retain the Worker's Compensation check as directed by the County.

D. The supplemental compensation shall be deducted from the employee's accrued sick time at a respective rate of one (1) sick day or one (1) hour for every three (3) days or three (3) hours of worker's compensation paid.

21.6: In the event that an employee intends to leave the County for reasons other than for medical care or treatment, the Employer shall have the right to require that the employee see a physician of the Employer's selection to determine if such a trip is medically detrimental. The employee's failure to comply with this provision shall constitute sufficient grounds for denial of further salary subsidy by the Employer as provided in 21.5.

ARTICLE 22
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 their 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 23
UNION BULLETIN BOARD

23.1: The Union may use a bulletin board which shall be located in the communications center 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 24
RETIREMENT

24.1: All full time regular employees shall, upon their date of full time 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 Defined Benefit Pension and the Retiree Health Care Plan are completely separate Retirement Plan programs with separately designated methods for funding set forth in this Agreement. The assets of the separate programs may be commingled for investment purposes but shall be and are separate funds for accounting and actuarial purposes.

24.3: The St. Clair County Retirement System provides eligible full time employees (hired to a full time position before 07/01/11) with a Defined Benefit Pension Plan. A defined benefit plan is a retirement plan that establishes an annual and monthly pension amount based on an employee's years of service and final average compensation. Participation in the Defined Benefit Plan is mandatory among eligible employees as defined and set forth in 30.1. Terms and conditions of the Defined Benefit Plan are addressed in the Retirement Plan booklet. Employee and Employer contributions are as follows:

A. The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The employee shall contribute six percent (6%) of their total wages as a bi-weekly payroll deduction. The County shall contribute the remaining contribution determined

necessary.

24.4: The St. Clair County Retirement System provides eligible full time employees (hired to a full time position before 07/01/11) with the opportunity to participate in the retiree health care plan by contributing to a Health Care Trust Account. Employee participation in the Health Care Trust Account is optional. The option is exercised upon date of eligibility to participate in the retirement plan and once exercised is irrevocable. A description of the retiree health care coverage is provided in the Retirement Plan booklet. Eligibility for retiree health care coverage is as follows.

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

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

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

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

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

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

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

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

24.5: Contributions to the Retiree Health Care Trust Account shall be calculated on the first $50,000 of an employee's eligible bi-weekly wages as defined in this article. The employee shall contribute 2.5% annually to the Retiree Health Care Trust Account.

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

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

Employee Contribution	County Contribution Match For Full Time Employees Only
1.0%	0.5%
2.0%	1.0%
3.0%	1.5%
4.0%	2.0%
5.0%	2.5%

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

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

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

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

24.7: 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.

24.8: An employee shall only be entitled to withdraw his or her contributions to the Defined Benefit Plan upon separation of membership in the retirement system. Separation of membership shall mean that membership in the retirement system has been terminated for at least ten days; or the individual has been laid off for at least thirty days.

A. A vested employee is not required to withdraw his or her contributions upon termination of employment.

B. Contributions left in the plan are deferred until such time as the former employee is eligible to receive a pension.

C. The employee that withdraws his or her contributions shall terminate all right to receive a pension benefit from the plan.

D. The employee that withdraws his or her contributions shall be entitled to a rate of interest on the contributions determined by the Retirement Board which shall be consistent with the interest rate attributed to all employee accounts regardless of union affiliation.

24.9: An employee shall only be entitled to withdraw his or her contributions to the Retiree Health Care Trust Account upon separation of membership in the retirement system. Separation of membership shall mean that membership in the retirement system has been terminated for at least ten days; or the individual has been laid off for at least thirty days.

A. A vested employee is not required to withdraw his or her contributions upon termination of employment.

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

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

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

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

24.10: If an employee was a full time contributing member of the Defined Benefit Plan prior to July 1, 2011, subsequently becomes a part time ineligible member and thereafter returns to full time employment without a break in employment, such an employee will remain eligible for participation in the Defined Benefit Plan upon meeting the following conditions:

A. The member must have left their accumulated contributions in the plan.

B. The same elections they had previously made will continue to apply.

If an employee was a full time contributing member of the Retirement Health Care Trust Account prior to July 1, 2011, subsequently becomes a part time ineligible member and thereafter returns to full time employment without a break in employment, such an employee will remain eligible for participation in the Retirement Health Care Trust Account upon meeting the following conditions:

A. The member must have left their accumulated contributions in the plan.

B. The same elections they had previously made will continue to apply.

If an employee, upon becoming an ineligible member, applies for and receives a refund of their Defined Benefit Plan and/or Retirement Health Care Trust Account contributions, they shall terminate all future right to receive a benefit from either plan.

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

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

Years of Service	Annual Multiplier
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%).

Final average compensation (FAC) will be computed on the best three (3) of the last ten (10) years for all members of the bargaining unit who are subject to this Modified Plan.

24.13 The Union and the County agree that if the provisions of the Employee Compensation Best Practices Requirements are implemented by the State, the County and the bargaining unit will meet and confer in an attempt to establish the specifics of a hybrid pension plan to meet the provisions as identified in order to continue to receive EVIP payments (formerly known as Statutory Revenue Sharing).

24.14: The following exceptions to the Retirement Ordinance provisions of Section 8.1 and 8.2 shall apply if the Board of Trustees finds that the member's disability is the direct and proximate result of the member's performance of duty as an employee of the county, and if the member is in receipt of worker's compensation on account of the disability arising out of and in the course of county employment:

(a) The requirement of ten years of credited service shall be waived.

(b) Upon termination of the worker's compensation period, the disability pension shall be recomputed by increasing the member's credited service for the statutory period for payment of the worker's compensation.

(c) The following special provisions apply:

(i) Compensation shall be based on 50% of compensation at the time of disability with 10 years of service

(ii) Should the employee be eligible for worker's compensation and/or Social Security, disability compensation shall be offset.

(iii) Health care will be provided to those employees who elected to contribute to the Health Care Trust Account.

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

A. The employee has attained the age of fifty-five (55) years and has twenty-five (25) or more years of credited service.

B. The employee has attained the age of sixty (60) years and has eight (8) years or more years of credited service.

C. The employee's combined years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) years of actual service.

D. An employee in the classification of Communications Officer shall be eligible for early retirement with twenty-five (25) or more years of continuous full time employment.

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

24.16: Retirement shall be computed on the base salary, overtime pay, service recognition, educational premium, shift premium and vacation accrual payoff and applicable supplemental pay but shall not include compensation from;

A. Overtime pay in excess of one hundred (100) hours in a calendar year or compensatory time payoff.

B. Vacation payoff in excess of two hundred and eighty (280) hours in the FAC period.

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

24.17: Full time employees hired on or after July 1, 2011 shall not be eligible for a Defined Benefit Plan; instead, these employees shall be entitled to a Defined Contribution Retirement Plan.

The Defined Contribution Plan has distinct differences from the Defined Benefit Retirement Plan: there is no guarantee of a specific benefit, only what the employee decides to withdraw upon termination from employment; the employee chooses how to direct his or her investment. The employee should fund this plan with the goal to cover both pension and retiree healthcare needs. The benefit is portable.
The employee may contribute up to the IRS maximum elective deferral (contribution) limit of total wages through payroll deduction each pay period. Wages is defined as W-2 compensation less fringe benefits, bonuses, overtime, off schedule payments and longevity, etc. Employees wishing to adjust their employee contribution election amount may do so in accordance with the terms of the 457 Plan and applicable County policy.

The County will match the employee contribution dollar for dollar up to a maximum of 8% of total wages

A. The minimum employee contribution rate is one (1) percent.

B. A full time employee shall be entitled to select one of the following contribution options to be matched by the County:

Employee Contribution	County Contribution
1.0%	1.0%
2.0%	2.0%
3.0%	3.0%
4.0%	4.0%
5.0%	5.0%
6.0%	6.0%
7.0%	7.0%
8.0%	8.0%

C. An employee is not required to withdraw his or her contributions upon termination of employment.

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

ARTICLE 25
PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT

25.1: Employees enrolled for accredited extension or formal educational courses leading to a degree in Police Sciences or Police Administration, or other educational or training courses deemed relevant by the Director, may request reimbursement for tuition, fees, and supplies. Approval for reimbursement shall be at the sole discretion of the Director and shall only be considered when the education maintains or improves the employee's skills in the area in which they are employed.

25.2: Request for reimbursement must be made in writing in advance 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.

25.3: 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 Director shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies. Approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. A denial of a request shall be provided in writing.

25.4: Reimbursement shall not exceed $500.00 per year. The Director may make reasonable rules each budget year for determining the maximum amount reimbursable for each employee and the order of consideration.

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

25.6: An employee shall have at least one year of full time service within the Bargaining Unit to be eligible for consideration.

25.7: 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 based upon completion of the course or attainment of a degree or certification.

25.8: 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, unless authorized by the Director. Nor shall the employee be entitled to utilize the resources of the County including supplies, equipment, or personnel without written authorization of the Director. Failure to comply with either provision may result in forfeiture of reimbursement for course expenditures or discipline including termination of employment or both.

25.9: Any employee who, within two (2) years of receiving educational reimbursement, terminates employment with the County to pursue other gainful employment, shall be required to repay to the County any reimbursements received within the two (2) years prior to their last such reimbursement.

ARTICLE 26
UNIFORM

26.1: The uniform shall be provided by the County and shall consist of four (4) shirts, and one (1) pullover to be replaced on an annual basis.

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

26.3: 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.

26.4: 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 27
HEALTH CARE, LIFE AND DENTAL INSURANCE

27.1: Each regularly scheduled 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 8

Core Annual Deductible:
$500 – Employee

$1,000 - Family

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

Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Services):
$3,000 – Employee
$6,000 - Family

$20 Office Visit Co-Pay

$20 Chiropractic Co-Pay

Prescription Drugs:
$15.00 – Generic Prescription Drugs
$30.00 – Preferred Prescription Drugs
$45.00 – Non-Preferred Prescription Drugs

MOPD – Mail Order Prescription Drugs

Unlimited Annual in Network Preventative Health Care Services

Heritage Vision - Vision Care

HCA – Hearing Care

The Employer shall pay the plan cost with the following exceptions:

A. The County shall have authority to select any plan provider, provided such coverage is equivalent or better.

B. A retired employee shall pay the total premium cost of all insurance plans and/or provisions until age fifty (50).

Effective July 1, 2012 all participating regularly scheduled full time employees shall pay an employee premium cost co-share amount equal to 20% of the County's illustrated rate.

In the event the St. Clair County Board of Commissioners modify or change the collective bargaining guidelines for the health care coverage as stipulated in Article XXXVIII – HEALTH CARE, LIFE AND DENTAL INSURANCE, the Union and the County shall enter into collective bargaining with the purpose of establishing the health care coverage plan and employee premium co-share amounts for eligible members of the bargaining unit.

27.2: Each regularly scheduled full time employee eligible to participate in the plan shall be entitled to select the following option in the place of the core option.

A. OPTION I – Non-Participation Compensation

Full time employees who are eligible for health plan coverage but who choose not to participate shall be entitled compensation in lieu of benefits. The

compensation will be paid in equal bi-weekly amounts in accordance with the annual amounts following:

* $1350 - Family Subscriber
* $1100 - Two Person Subscriber
* $ 650 - One Person Subscriber

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

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.

27.4: The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing at full cost to the County.

A. CORE PLAN

* Plan 100/50/50 to an annual maximum of $1000 per individual.
* Orthodontia Class III Plan 50/50 to a lifetime maximum of $1500 per individual.

B. OPTION I

* $200 to a flexible reimbursement account.

C. OPTION II

* $150 Cash Rebate.

27.5: 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 insurance carrier.

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

27.7: On an approved leave of absence without pay, the employee must continue to pay the Employee Premium Co-Share payments or repay those contributions retroactively upon return to work or forfeit plan eligibility and coverage.

27.8: Employees of the County, that have a spouse working for or retired from the County or County agency, shall not be eligible for dual County health insurance as both a sponsor and a dependent. The County shall in no instance be required to provide dual coverage. Should an employee have a qualifying event and lose coverage, they would become eligible to re-enroll in the active or retiree health insurance plan.

27.9: Employees of the County, that have a spouse working for or retired from the County or County agency, shall not be eligible to participate in the Opt Out plan option as both a dependent for any insurance coverage under this Agreement and as an Opt Out participant.

ARTICLE 28
EMPLOYEE LIABILITY

28.1: 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 29
SICK DAYS AND DISABILITY

29.1: Full time regular employees hired before 07/01/2011 shall be credited with one (1) sick day (ten hours) upon each monthly anniversary to be used for the purposes provided by these policies. Full time regular employees hired after 07/01/2011 shall be credited with one (1) sick day (eight hours) upon each monthly anniversary to be used for the purposes provided by these policies.

Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse. In all cases of illnesses extending beyond one (1) day, a statement by the attending physician indicating the nature of the illness, date seen and eligible return date, shall be furnished at reasonable intervals as determined by the Employer, evidencing the inability of the employee to return to their duties.

Failure to provide such documentation may result in discipline.

Employee will be allowed 5 sick occurrences per year an occurrence will be:

1. Sick day taken. Multiple sick days taken consecutively will count as one occurrence.
2. Leaving work early or coming in late for illness or injury (non-work related).
3. Employees on an approved FMLA supplementing with sick time will not be considered an occurrence.
4. Employees on Funeral leave and in accordance with 29.4 will not be charged with an occurrence.

Once an Employee has reached five occurrences in one calendar year they will receive progressive discipline for each succeeding occurrence during that calendar year. All occurrences for the previous year will be reset to zero on January 1st of the following year. Any discipline issued for abuse of sick time will remain in the employees file according to the standards set in Article XI in this contract.

- Occurrence #5 - Employee will receive written notice that they have reached 5 occurrences for the calendar year. This is not considered discipline but only serves as advisory to the employee.

- Occurrence #6 - Written reprimand for abuse of sick time

- Occurrence #7 – 3 day Suspension for abuse of sick time

- Occurrence #8 - Termination from employment for abuse of sick time

The Director may waive imposing progressive discipline at any step or termination of employment as the Director determines is appropriate in his/her sole discretion. The Director may establish conditions for a waiver. The Director's decision to waive or not waive progressive discipline, establish conditions for a waiver or termination of employment shall not be subject to the grievance procedure.

The Director shall have the right in his/her sole discretion without further negotiations to implement on December 30, 2019 the sick day occurrence system the employer proposed in negotiations on November 14, 2018 which was signed by both parties and which is attached as Appendix B. If implemented, the system in Appendix B shall go into effect on January 1, 2020.

29.2: Full time regular employees shall be entitled to accrue sick days to a maximum of thirty (30) days as defined in Article 29.1. For purposes of payroll due to retirement or termination of employment for any reason, accrued sick days shall be calculated to reflect eight (8) hour days.

29.3: An employee shall be eligible to use sick days, upon satisfactory completion of the orientation period or unless approved by management, for personal illness or serious or critical illness to their spouse, parent or child. A serious or critical illness or health condition, as defined by the FMLA, means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. The employee shall be required to provide proof of illness to spouse, parent or child.

29.4: The employee shall be allowed funeral leave days in the event of a death of family members and relatives as follows:

- Up to five (5) working days with pay for: Spouse, Child, Step Child, Mother or Father.
- Up to three (3) working days with pay with up to two (2) additional days with pay to be deducted from sick days for: Brother or Sister
- Up to three (3) working days with pay to be deducted from sick days for: Step-Parent, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Brother-In-Law, Sister-In-Law, Grand Parent, Grand Child, Step Sibling, Step Grand Child, Legal Guardianship/Dependent
- One (1) workday with pay to be deducted from sick days for: Spouse Stepparent, Spouse Son-In-Law or Daughter-In-Law, Spouse Grand Parent, Spouse Step Sibling, Spouse Brother-In-Law or Sister-In-Law, Aunt or Uncle, Niece or Nephew.

Leave will be granted for consecutive regularly scheduled working days following the death of an employee's family member or relative. Any leave taken under this provision must be taken within one (1) calendar week of the date of death. Should there be a delay in funeral or memorial services, or other unusual circumstances, with the advance approval of the

department head some or all of these days may be used in an inconsecutive manner during the first thirty (30) calendar days following the death.

The employee shall be required to provide proof of death of a family member or relative.

One (1) additional day may be granted, to be deducted from the employee's vacation accumulation, in the event a funeral is two hundred and fifty (250) or more miles from the employee's residence.

29.5: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited. If a leave balance is available, employees are ineligible for Absence Without Pay (AWOP) unless approved by the Department Head.

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

29.7: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty-eight (28) consecutive calendar days. Compensation shall commence the twenty-ninth (29th) calendar 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 6 months. 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. Any employee who has less than one year full time employment with the County is ineligible for short term disability and FMLA. Once one year of full time employment is reached, the employee may be eligible for short term disability and FMLA, which will run concurrent.

29.8: The County shall provide the disabled employee salary continuation from the twenty-ninth (29th) calendar day to the one hundred and eightieth (180th) calendar day from disability. During the disability period 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 as reflected below:

A. The employee will continue to accrue vacation and sick time.

B. The employee's compensation will include his or her contribution to the retirement system, which provides credit toward the annual multiplier. The County will contribute its portion of the employee's compensation into the retirement system.

C. The employee will continue to receive health and dental care and life insurance, under the same terms and condition in affect prior to commencing leave.

D. The employee shall not be entitled to paid holidays.

29.9: The disabled employee shall 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 that reasonably accommodates any restrictions as indicated by the treating physician.

29.10: Commencing the one hundred and eighty-first (181st) calendar day, long term disability salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. Long term disability salary continuation is subject to the administrative terms and conditions established by the insurance carrier. 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.

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

A. CORE PLAN
* 66 2/3% of base salary
* Up to 5 years from date of disability
* $4,000 monthly maximum

B. OPTION I
* 70% of base salary
* Benefit up to age 65
* $6,000 monthly maximum

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

29.12: 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. Disability compensation may only be supplemented as follows:

A. The employee must supplement from the first day of receiving salary continuation or he or she shall not be eligible to supplement.

B. Sick time must be supplemented until exhausted followed by compensatory time and then by vacation time.

C. Supplementing must be continuous. An employee will not be entitled to supplement intermittently.

D. Sick time and/or vacation time that accrues or is credited during the employee's leave may only be used to supplement disability compensation when the supplementing is continuous which means it occurs without a break in supplementing.

29.13: 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.

29.14: 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.

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

29.16 Sick days shall not accrue on an unpaid leave of absence. Sick days shall accrue on a paid leave of absence.
29.17: 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.

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

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.

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

A. The employee shall retain accrued sick days to a maximum of thirty (30) days as defined in Article 29.1 and 29.2.

B. The employee shall be paid off at a rate of fifty percent (50%) of the remaining value of the sick days.

29.19: An employee who has two hundred and forty (240) 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, 2012 to remove this benefit at its discretion during the term of this agreement.

Section 29.20: Part Time Paid Sick Leave

1. Part time regular employees who work an average of twenty-five (25) or more hours per week in the previous calendar year are eligible for forty (40) hours of paid sick leave credited on January 1st of the following year.
2. New hires are eligible for pro-rated sick time on their first day of employment, but must complete a successful 90 day probationary period before using sick time. Upon reaching the first full calendar year since employment, they will need to requalify

each year to be eligible.

3. Each year part time employees must requalify for the forty (40) hours of paid sick leave by averaging twenty-five (25) hours or more per week for the previous calendar year.
4. An eligible employee shall not use more than forty (40) hours of sick leave per year or use time in advance of earning it.
5. Paid sick time shall not be carried over to the next year.
6. At time of separation of employment, any remaining paid sick leave is not eligible for pay out. If an employee leaves employment with the County and returns, any forfeited leave time upon termination shall not be reinstated. The employee will need to requalify.
7. Employee shall not use accrued sick time until successfully completing a 90 calendar probationary period.
8. Paid sick leave time will be prorated for new hires. If hired on or before the 15th of the month, they will receive that month's sick time.
9. Upon the satisfactory completion of the probationary period, an employer shall allow an eligible employee to use paid medical leave for any of the following:
    A. The eligible employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's mental or physical illness, injury, or health condition; or preventative medical care for the eligible employee.
    B. The eligible employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the eligible employee.
    C. If the eligible employee or the eligible employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
    D. For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency; for an eligible employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the eligible employee's or eligible employee's family member's presence in the community would jeopardize the health of others because of the eligible employee's or family member's exposure to a communicable disease, whether or not the eligible employee or family member has actually contracted the communicable disease.
    E. Sick time must be used in one (1) hour increments and is subject to the policies and procedures of the employee's department.
    F. If an employee demonstrates a pattern of abuse or excessive use of sick time, they shall be subject to discipline, up to and including termination. Also, the County reserves the right to request a doctor's

certification.

ARTICLE 30
VACATIONS

30.1: Full time regular employees shall be entitled to vacation hours according to the following schedule:

Full Time Employees

Years of Service	Full Time Employees Hours
6 months	40
1	40
2	80
3 - 4	96
5 - 9	120
10 - 14	136
15 - 19	160
20 - 24	176
25+	200

30.2: The full allocation of hours according to the above schedule shall be credited to the employee upon each anniversary of employment with the department. An employee regularly scheduled to work twelve (12) hour shifts shall be entitled to accrue a maximum of four (4) hours of float time per pay period as vacation hours. The Director shall determine the starting time and length of all shifts in accordance with Article 17.2.

30.3: An employee shall not be entitled to use more time than has been earned or in advance of time to be credited. The employee must work the last scheduled work day before the vacation and the first scheduled work day after the vacation or they will be considered off without pay for any days missed before or after the vacation and subject to discipline. This provision may be waived in the event of a serious illness, the employee must provide proof of such illness and approval for leave is subject to the sole discretion of the Director.

30.4: A full time employee shall not be entitled to carry forward more than eighty (80) hours of vacation credit from the previous year. An employee may not have more than two hundred and eighty (280) hours of unused vacation time credit at any time. An employee regularly scheduled to work twelve (12) hour shifts shall be entitled to one hundred and twenty (120) hours provided as eighty (80) in this paragraph, not exceed three hundred and twenty (320) hours.

30.5: Vacation selection among full time employees shall be made before the start of each year on the basis of classification seniority. The member with the most classification seniority will be allowed to choose first, then the next most senior, etc. Members must select vacation in two or three day blocks, depending on their work week. Members may take any number of vacation days in their selection as long as the total vacation period does not exceed twenty-eight (28) consecutive days.

30.6: The Employer shall allow vacation/comp to a minimum of one (1) active full time employee per platoon (shift) assignment. Active employees shall mean physically able to perform normal duties.

Any additional request for the same date and time will be subject to approval/denial based on the employer's decision.

The employer will determine the platoon (shift) assignment of all employees for purposes of vacation selection prior to the annual vacation draw and for requests made during the calendar year.

Any vacation request outside of the annual vacation draw will be submitted to the employer at least 14 calendar days in advance or be subject to denial by the employer. The employer will have 3 working days to respond to the request.

Understanding extenuating circumstances do occur the determination to approve or deny any request received with less than 14 days notice will be left to the employer.

30.7: Requests for vacation time not selected before the start of each year on a classification seniority basis shall be granted to members on a "first come, first serve" basis. An employee who has an immediate need due to an unforeseen circumstance may request vacation time. The employee shall attempt to request vacation time in advance or as circumstances allow. The Employer shall make every reasonable effort to grant the request. Unforeseen circumstances are defined as conditions that were not previously known by the employee or for which the employee did not have reasonable basis to know the circumstance, i.e. out of the blue. When requesting time off for an unforeseen circumstance a reason must be provided.

30.8: An employee who terminates employment for any reason shall be entitled to payment of all accrued vacation hours and a proration of the hours to be credited to them on their following anniversary to a maximum of two hundred and eighty (280) hours or three hundred twenty (320) hours as referenced in section 30.4 of this Article. In the event of death, said vacation hours shall be paid to the employee's beneficiary or estate. The employee shall forfeit eight (8) hours of vacation and/or sick payoff for each eight (8) hours short of providing two (2) weeks notice of a voluntary quit.

ARTICLE 31
HOLIDAYS

31.1: All full time employees are entitled to the holidays determined by the state Supreme Court Administrator's Office.

31.2: Employees required to work a holiday shall be paid at the rate of time and a half (1 1/2) their hourly rate plus twelve (12) hours straight time holiday pay or twelve (12) hours vacation time. The option to choose as referenced will not apply to any employee hired on or after January 1, 2018.

31.3: Employees not required or scheduled to work a holiday, even though it may fall on a normally scheduled workday shall receive twelve (12) straight time holiday pay or twelve (12) hours vacation time. The option to choose as referenced will not apply to any employee hired on or after January 1, 2018.

31.4: Employees 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.

31.5: To be eligible for the holiday pay, an employee shall work the last scheduled workday before the holiday and the first scheduled workday after the holiday, unless a pre-authorized vacation or compensatory day off was granted.

31.6 If an employee calls-in sick on a scheduled working holiday, they will be considered Absent Without Pay (AWOP), forfeits the twelve (12) hours straight pay defined in Article 31.2 and may be subject to discipline. This provision may be waived in the event of a serious illness, the employee must provide proof of such illness and approval for leave is subject to the sole discretion of the Director.

ARTICLE 32
JURY DUTY

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

ARTICLE 33
WAGES

TITLE	JOB GROUP	WAGE RANGE
911 OPERATOR	I	EE
COMMUNICATIONS OFFICER	II	DD
COMMUNICATIONS OFFICER – SUPERVISOR	II	EE

ARTICLE 34
TERM OF AGREEMENT

34.1: This Agreement shall be in effect and become operative on January 1, 2018, and shall continue in operation and effect through December 31, 2020. If either party hereto desires to terminate, modify, or amend this Agreement it shall, at least ninety (90) calendar days prior to December 31, 2020 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 December 31, 2020 subject to termination or modification, thereafter by either party upon ten (10) calendar day's written notice.

34.2: 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 16th day of January 2020,

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Steve Sellers, Business Agent POAM

Lisa Reeves, President

Rene Prone, Vice President

THE COUNTY OF ST. CLAIR

Jeff Bohm, Chairman Board of Commissioners

Jay DeBoyer, County Clerk

Karry Hepting, County Administrator/Controller

APPENDIX A

2.0% Effective January 1, 2020

2020 County Wage Structure									
2% increase		Start	6 Month	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
911 Operator	I-EE	33,005	34,326	35,698	37,127	38,611	40,156	41,763	43,433
Communications Officer	II-DD	37,127	38,611	40,156	41,763	43,433	45,170	46,977	48,856
Communications Officer Supervisor	II-EE	40,156	41,763	43,433	45,170	46,977	48,856	50,810	52,843