AGREEMENT

BETWEEN

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

AND

ST. CLAIR COUNTY HUMAN RESOURCES GENERALISTS AND SPECIALISTS

EFFECTIVE

JANUARY 1, 2020

THROUGH

DECEMBER 31, 2020

Table of Contents

ARTICLE 1 AGREEMENT 2
ARTICLE 2 PURPOSE AND INTENT 2
ARTICLE 3 RECOGNITION 2
ARTICLE 4 MANAGEMENT RIGHTS 3
ARTICLE 5 UNION REPRESENTATION 3
ARTICLE 6 DEPARTMENTAL WORK RULES AND REGULATIONS 4
ARTICLE 7 GRIEVANCE PROCEDURE 4
ARTICLE 8 SENIORITY 6
ARTICLE 9 LOSS OF SENIORITY 6
ARTICLE 10 DISCHARGE AND DISCIPLINE 7
ARTICLE 11 LAYOFF AND RECALL 7
ARTICLE 12 TRANSFER 9
ARTICLE 13 JOB POSTING, PROMOTIONS AND DEMOTION 9
ARTICLE 14 TEMPORARY ASSIGNMENTS 11
ARTICLE 15 RECLASSIFICATION 12
ARTICLE 16 EQUITY ADJUSTMENT 12
ARTICLE 17 EMPLOYEE RECORDS REVIEW 12
ARTICLE 18 RATES FOR NEW CLASSIFICATIONS 13
ARTICLE 19 RESIGNATION 13
ARTICLE 20 OVERTIME 13
ARTICLE 21 WORKING HOURS 14
ARTICLE 22 LEAVE OF ABSENCE 15
ARTICLE 23 WORKER'S COMPENSATION 16
ARTICLE 24 UNION BULLETIN BOARD 17
ARTICLE 25 RETIREMENT 17
ARTICLE 26 HEALTH, LIFE AND DENTAL CARE 22
ARTICLE 27 SICK DAYS AND DISABILITY INSURANCE 25
ARTICLE 28 VACATIONS 29
ARTICLE 29 HOLIDAYS 30
ARTICLE 30 JURY DUTY AND SUBPOENA AND WITNESS FEE 31
ARTICLE 31 MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT 31
ARTICLE 32 SALARY SCHEDULE 32
ARTICLE 33 TERM OF AGREEMENT 33

ARTICLE 1
AGREEMENT

1.1: This Agreement entered into this 1ST day of January 2020 between the St. Clair County Board of Commissioners (hereinafter referred to as the "EMPLOYER') AND the St. Clair County Human Resources Generalists and Specialists Employees (hereinafter referred to as the "UNION"). The headings used in the Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.

1.2: This Agreement is subject to the terms of the Local Financial Stability and Choice Act PA 436 of 2012, 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 Financial Stability and Choice Act.

1.3: 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 436 of 2012 (Local Financial Stability and Choice Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

ARTICLE 2
PURPOSE AND INTENT

2.1: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

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 by the St. Clair County Board of Commissioners as exclusive representative of regular full time and regular part time employees classified as Senior Human Resource Specialist (s), Human Resource Specialist (s), Human Resource Generalist (s) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, excluding all supervisor(s) and employees represented by any other labor organization.

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

3.3: In recognition of the agreements and concessions provided herein the Union and its members shall not engage in nor encourage, any strike, sit-down, stay-in, slow-down or similar action. The Employer shall have the right to discipline or discharge any employee participating in such action and the Union agrees not to oppose such action. In exchange for which, the Employer agrees not to lock-out an employee during the term of agreement.

ARTICLE 4
MANAGEMENT RIGHTS

4.1: It is recognized that the management of the County, the control of its properties, and the maintenance of order and efficiency is solely the responsibility of the County. Other rights and responsibilities not abridged by this Contract shall belong solely to the County and are hereby recognized prominently 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 alter or discontinue jobs, classification, or practices; the maintenance and repairs; amount and kind of supervision necessary; methods and means of operation; scheduling and establishment of hours; manpower and work sites; full control of the selection, examination, review, and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate St. Clair County.

B. Further, it is recognized that the responsibility of the management of the County for the selection and direction of the working forces includes the right to 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 employee's conduct and safety and to relieve employees from duty because of lack of work or other legitimate reason; is vested exclusively in the County, subject only to the provisions of this Agreement as herein set forth.

C. The County's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5
UNION REPRESENTATION

5.1: The Union shall be represented to the Employer by no more than two (2) representatives. The names and classifications of these employees shall be communicated in writing to the Human Resources Director of the County upon their selection and/or subsequent change.

5.2: The representative(s) shall be permitted to represent the employees to the Employer in matters of negotiation, grievances or concerns of the membership. No more than two (2) employees may be paid when in negotiations. No more than one (1) employee representative

may be paid for time spent representing the Union in all other matters.

5.3: 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 - 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.

5.4: The Union shall notify the Human Resources Director, in writing of the names of all local officers and representatives. Members of the unit who are not officially identified in writing shall not be entitled or permitted to represent the interests of members to the County.

5.5: The representation of employees shall not unduly disrupt the operation of the Human Resources Department (hereafter the Department). To facilitate this end, the employee representative shall notify a Department supervisor of the need to meet and confer to expedite Union business. The supervisor shall not deny any reasonable request that does not unduly disrupt the effectiveness of the Department's operation.

ARTICLE 6
DEPARTMENTAL WORK RULES AND REGULATIONS

6.1: The County is authorized to determine departmental work rules and regulations in addition to the policies described herein. Such work rules and regulations must be written and posted in a conspicuous place. Each employee shall be given a copy of the County work rules.

6.2: Such work rules or regulations will be null and void where they conflict with statutes, or this Agreement.

6.3: Department work rules and regulations are subject to the grievance procedure.

6.4: Work rules and regulations may be instituted which specifically address the safety and physical well-being of the employee.

6.5: All work rules and regulations, including safety, are enforceable by discipline.

6.6: A disputed work rule or regulation shall be held in abeyance until resolved by negotiation, discussion, mediation or grievance. Be it provided however, this process shall not unduly disrupt the operation of County or unnecessarily protract a resolution.

ARTICLE 7
GRIEVANCE PROCEDURE

7.1: Step 1

A. An employee having a specified grievance alleging violation of this Agreement shall within fifteen (15) calendar days of the occurrence discuss the matter with the Director of Human Resources in an effort to resolve the matter. The Union shall advise the Supervisor that discussions represent a Step 1 hearing or the matter shall not be subject to further advancement through the Grievance Procedure.

B. Any employee may request a designated union representative to be present. The representative should be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operations of the County, therefore, Union representation must be available within a reasonable amount of time.

7.2: Step 2

A. A grievance shall be considered settled at Step 1 unless reduced to writing, signed by the aggrieved employee and submitted to the County Administrator or designee within ten (10) calendar days of taking the matter up with the immediate supervisor. The written grievance shall specify the provision of the Agreement violated and the remedy requested to resolve the grievance.

B. The County Administrator shall review the Union grievance and may call for a meeting of all the parties involved. The meeting shall be scheduled at the earliest date agreeable among the parties. The County Administrator shall within thirty (30) calendar days of receipt of the grievance or meeting, which ever applies, issue a written response to the grievance.

7.3: The decision of the County Administrator may be submitted to arbitration through the American Arbitration Union for final and binding resolution provided the County is advised of the Unions intent to arbitrate, within thirty (30) calendar days of the Step 2 decision.

7.4: The Union shall, within thirty (30) calendar days following notice of intent pursuant to 7.3 above, request arbitration through the American Arbitration Union or as otherwise mutually agreed by the parties or the matter will be untimely.

7.5: The fees and expenses of the arbitrator shall be paid by the losing party. If the decision is a split decision, the arbitrator shall determine which party is 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.

7.6: The arbitrator shall have powers as hereby limited, after due investigation, to make a decision in cases of alleged violation, misinterpretations, or misapplications of a specific Article and Section of this Agreement.

7.7: The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

7.8: The arbitrator in rendering a decision, shall give full recognition of the Management Rights provision of this Agreement as it relates to responsibilities, power, authority and rights vested with the County, except as specifically limited by expressed provision of this Agreement.

7.9: 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 the Union, its members, the employee(s) involved and the Employer.

7.10: If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the department head directly and the processing of such grievance shall commence at Step 2. The grievance must be presented within fifteen (15) working days of the occurrence of the facts on which the grievance is

based. Be it provided, that the Union shall be required to demonstrate that the matter grieved conforms to the definition of a grievance as defined in Step 1., a., or the grievance shall be determined inappropriate.

ARTICLE 8
SENIORITY

8.1: New employees hired in the unit shall be subject to an orientation period for the first six (6) months of employment. Only after the satisfactory completion of the orientation period, shall the employee be added on the seniority list of the unit and seniority shall start as of the last date of hire. Seniority shall be based on full time date of hire with the County. Part time employees shall accrue seniority from date of hire but the seniority of full time and part time employees shall be maintained separately. Part time employees who become full time prior to December 31, 2019 shall have their hours prorated to represent hours as though full time and have their seniority date adjusted appropriately.

A new part time employee hired on or after January 1, 2020 shall have seniority based on their most recent full time hire date. This does not apply to employees hired prior to January 1, 2020 who have a status change from full time to part time or part time to full time while continuously employed by the County.

A. A full time regular or part time regular employee from another bargaining unit or an exempt employee, who accepts a position covered by this bargaining unit, shall only be entitled to departmental seniority for time actually worked in the Human Resources Department for purposes of layoff and recall, vacation selection and/or promotion, if seniority is a factor in granting a promotion. The new employee shall be entitled to all their accrued seniority for purposes of providing fringe benefits.

B. The Department will maintain a seniority roster based upon hire into the Department for purposes of enforcing the preceding subsection B.

8.2: The seniority list on the date of this Agreement will show the names and classifications of all employees of the unit entitled to seniority. Seniority shall be shown as date of hire with the County and with the Department.

8.3: When employees acquire seniority, their name shall be placed on the seniority list.

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

8.5: The employment of an employee who does not satisfactorily complete the orientation period shall be terminated and the employee shall have no recourse through the grievance procedure.

ARTICLE 9
LOSS OF SENIORITY

9.1: An employee shall lose seniority for the following reasons only:

A. Quits.

B. Is discharged and the discharge is not reversed.

C. The employee is absent for two (2) consecutive working days without notification to the Employer during the two (2) day period. Exceptions may be made by the Employer on proof of good cause that failure to report was beyond the employee's control. After such absence the Employer shall send written notification to the employee at their last known address that they have been discharged, and they have lost seniority. 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.

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

E. Retirement.

F. Does not return from an approved leave of absence unless authorized in writing.

ARTICLE 10
DISCHARGE AND DISCIPLINE

10.1: 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 have the right to prepare a written statement as it relates to the discipline that shall be incorporated in the Employer's record with the discipline.

10.2: 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. This procedure shall not unduly delay the operations of the County, therefore, Union representation must be readily available within a reasonable amount of time.

10.3: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions resulting in verbal or written discipline that occurred more than three (3) years previously. The County shall be entitled to consider discipline on any serious or similar infraction that occurred more than three (3) years before the current incident.

10.4: An intentional falsification of an employment application that has not been formerly disclosed in writing to the Employer shall result in the termination of employment.

10.5: 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 three (3) years old, except when ordered to do so in a legal action or arbitration.

ARTICLE 11
LAYOFF AND RECALL

11.1: When a layoff is determined to be necessary, the least senior employee(s) in the classification shall be laid-off in accordance with all the following safe guards and conditions.

11.2: Employees to be laid off will have no less than thirty (30) calendar day written notice of layoff. The Union will be provided a copy of the layoff notice given to each employee.

11.3: Temporary and newly hired employees on orientation status shall be laid off first to the extent necessary to accomplish the need of the County and within the classification affected by layoff. In the event a full-time position is eliminated, the member in the full time position shall have the right to bump a member in a part time position.

11.4: An employee subject to layoff shall be entitled to displace the least senior employee in a classification of equal compensation or the most immediately less paying classification provided the employee subject to layoff has more seniority than the employee in the affected classification and the displacing employee is qualified and capable of performing the work. The displaced employee shall be considered an employee subject to layoff and entitled to displacement rights as such. The employee who displaces a less senior employee shall be required to satisfactorily complete a one hundred and thirty (130) work day trial period or be laid off and the displaced employee recalled.

11.5: When a recall is necessary, the most senior employee shall be recalled to the position formerly held. Recall notice shall be made by written notice sent by certified mail with return receipt requested. Recall shall be made in inverse order of seniority with full-time employee recalled before part-time and temporary employees.

11.6: Failure to report to work on the day scheduled to return from layoff shall result in termination of employment.

11.7: A refusal to accept a suitable offer to return to work shall result in termination of employment. A suitable offer of work shall not be at a reduced rate of pay or hours of work.

11.8: A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than twenty-four (24) months.

11.9: Employees may elect to withdraw all their retirement contributions upon layoff, provided the layoff is deemed permanent by the supervisor or when recall rights have elapsed as provided in 12.7. The withdrawal of retirement contributions cancels all retirement benefit rights and privileges. Retirement contributions may be repaid after recall or rehire as provided by the St. Clair County Employees Retirement plan.

11.10: Seniority shall not accrue during a period of layoff.

11.11: A laid off employee shall not be eligible for, nor receive, any fringe benefits.

11.12: The County is interested in maintaining employment for all employees covered by this Agreement, subject to the needs of the County. As a result, the parties are agreeing to the procedure set forth in this section to provide for a review process if the County is considering subcontracting.

A. The right of contracting or subcontracting is vested with the County.

B. The County shall notify the Union of its intention to contract or subcontract work currently performed by any Bargaining Unit member at least thirty (30)

calendar days prior to entering into a contract or subcontract. The Union may request and shall be provided a meeting with the County within a fifteen (15) calendar day period. At such meeting, the County will advise the Union of the nature, scope and reasons of the work to be contracted or subcontracted, in addition to the names and classifications of employees affected. If the Union wishes to propose an alternate solution, it shall meet with the employer's representatives to make the proposal within 15 days of the previous meeting. The County shall not enter into a contract or subcontract until thirty (30) calendar days after a meeting with the Union.

C. An employee laid off or displaced as a direct result of sub-contracting, shall have recall rights extended for the duration of the initial sub-contracting period insofar as the layoff exceeds benefits in section 12.8 but not greater than the employee's seniority or thirty-six (36) months whichever is less.

D. The time parameters can be extended based on written mutual agreement of both parties.

ARTICLE 12
TRANSFER

12.1: A transfer shall mean a change of work assignments but not a change in classification or a job promotion.

ARTICLE 13
JOB POSTING, PROMOTIONS AND DEMOTION

13.1: A promotion shall mean a change in classification resulting in an increase in salary.

13.2: A demotion shall mean a change in classification resulting in a decrease in salary.

13.3: The County is authorized to promote employees as vacancies occur within the County. A member of the bargaining unit shall have first opportunity to apply for a vacancy in the bargaining unit provided they possess the necessary qualifications as stipulated by the County.

Job Posting

13.4: When a vacancy occurs, the Employer shall post an internal job vacancy notice in a conspicuous place in the department. The local President shall be provided a copy of the job posting. The Employer will advise the local President of any part time or full time status change with the notice of posting of the position.

The posting shall indicate:

a. Classification (Job Title);
b. The qualifications for the job, including testing if a prerequisite requirement;
c. Brief description of the job;
d. The salary range;
e. The department location;
f. Application information (such as where and when to apply); and
g. The hours.

The internal posting shall be for a period of five (5) consecutive working days (excluding Saturday, Sunday and holidays). Part time positions will be posted internally and externally simultaneously following the County's Recruitment Policy with first consideration given to applicants within the bargaining unit.

13.5 Employees applying for the position shall complete an online application provided by St. Clair County. Applications shall be submitted to the Human Resources Department in a timely manner as provided.

13.6 The department head shall consider each employee from within the department who applies and who possess the necessary qualifications. Qualifications shall mean the education, experience and skills/abilities as provided by the job description. The department head should appoint a candidate within in the top two scoring candidates based on the following criteria:

Examination Results.....25%
Qualification Evaluation.....25%
Oral Interview.....25%
Seniority.....25%

Promotion

13.7: When a vacancy occurs, an employee may request consideration for the promotion. The employee shall communicate interest in the position by completing an application form or providing a resume including the following information:

A. Position desired.

B. Qualifications for the job, such as skill levels, ability, experience and/or education.

Employees who are promoted shall retain full seniority and fringe benefits.

13.8: The employer will give consideration to unit employees who possess the skill or ability, experience or education and physical fitness where applicable, and documented or demonstrated acceptable work habits necessary to perform the job. If more than one employee is qualified and all of the above factors are relatively equal, award shall be made to the employee with the longest department service. If an employee candidate and a non-employee candidate have relatively equal qualifications, the employee shall be awarded the position.

13.9: Promotions shall be made from within current employee ranks when the employee is qualified pursuant to 14.6 above. In the event an employee feels he or she was unjustly denied the position, the Human Resource Director shall meet with the steward and employee to discuss the reason(s) for not being granted the position.

13.10: In the event no qualified candidate is selected for the position as provided in Section 5 above, the County shall post a job notice which would entitle Bargaining Unit members and non-members the opportunity to apply for the position. Qualifications shall mean the education, experience and skills/abilities as provided by the job description.

13.11: When a test is provided, all candidates shall be given the same test.

13.12 If the initial job posting does not provide a viable candidate, the job posting will be reposted. When reposting, the internal posting procedure will be bypassed and go directly to an external posting.

13.13: The employee shall be required to satisfactorily complete a six (6) month orientation period. In the event the employee fails to satisfactorily complete the trial period, the employee shall revert to the position formerly held. The department head shall provide the employee in writing the reason the employee was unsatisfactory. An employee may elect to return to their former position during the trial period.

13.14: A written evaluation shall be made three (3) months prior to the completion of the orientation period.

13.15: When an employee is promoted to a higher paying classification, they shall be compensated at the nearest higher salary step to the employee's current compensation.

13.16: An employee is subject to demotion for any of the following reasons:

A. Economic or budgetary necessity.

B. Inability to perform the required functional tasks.

C. Incompetence.

D. Reorganization.

13.17: Notice of demotion shall be made in writing and shall detail the reason(s) for the demotion. It shall be left to the discretion of the employee to provide the Union with a copy of the notice.

13.18: The demoted employee shall be compensated at a salary that does not exceed the salary of the former classification but is consistent with the demotion classification.

ARTICLE 14
TEMPORARY ASSIGNMENTS

14.1: An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant.

14.2: Temporary assignments shall be authorized in writing to the employee by the Supervisor.

14.3: A temporarily assigned employee shall be paid for work performed in a higher paying classification when assigned by a supervisor, when such assignment is for five (5) or more consecutive working days. Pay for such assignment shall be submitted no later than the following pay period for processing and payment. A temporarily assigned employee shall not be made to suffer a reduced rate of pay for a temporary assignment when assigned to a lower paying classification. Employee will be placed on the corresponding wage scale at the closest rate of pay. When a temporary assignment extends beyond five (5) working days, the Union shall be provided a copy of the notice.

14.4: A temporary employee is an employee hired to perform a function full time for a

predetermined period of time as a substitute for an employee on a leave of absence or in a seasonal capacity. The temporary status of a substitute employee shall not exceed one (1) year. The temporary status of a seasonal employee shall not exceed six months. A temporary employee shall not be eligible for fringe benefits. Should a temporary employee acquire a regular full time position, the employee shall not be eligible for fringe benefits including seniority rights during the period of temporary employment.

ARTICLE 15
RECLASSIFICATION

15.1: A reclassification shall mean a change in title as a result of a significant change in the tasks, duties and/or responsibilities assigned an employee. An employee shall be entitled to a reclassification when the preponderance of their tasks, duties and/or responsibilities are not typical of their current classification and/or are typical of another classification.

15.2: A request for a wage adjustment that does not require a change in classification shall be considered an equity adjustment and not a reclassification. An equity adjustment shall be considered in accordance with Article 16 –Equity Adjustment.

ARTICLE 16
EQUITY ADJUSTMENT

16.1: An equity adjustment is a change in the wage range of a classification, without a change in classification. An equity adjustment is a change in the wage range based upon merit or to achieve wage parity.

16.2: A request for a change in the wage range based upon a change in tasks, duties and/or responsibilities typical of another classification is a reclassification. A reclassification request shall be considered in accordance with Article 15 – Reclassification.

ARTICLE 17
EMPLOYEE RECORDS REVIEW

17.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee personnel file. An employee may review their personnel file in the Human Resources Office during the County's regular hours of operation.

17.2: The employee may inquire into disciplinary actions taken against the employee provided in the Employers 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.

17.3: 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.

ARTICLE 18
RATES FOR NEW CLASSIFICATIONS

18.1: The County shall notify the Union in writing of a new classification at least seven (7) calendar days in advance of the effective date of the new classification. The County, in providing notice, shall include a copy of the job description and the rate of pay for the new classification.

18.2: The Union shall, within seven (7) calendar days of the County's notification of a new classification, give notice to the County of its request to collectively bargain the rate of pay. Negotiations must occur within 7 working days of notification by the Union. Failure of the Union to request a bargaining meeting within seven (7) calendar days shall relieve the County of any obligation to collectively bargain until such time as the collective bargaining agreement is open for renegotiation.

18.3: The County shall, within fourteen (14) calendar days of receipt of the Union's request to collectively bargain, attempt to schedule a bargaining session with the Union. Schedule shall mean to agree upon a date and not to actually conduct a meeting. The County and the Union shall make every effort to expeditiously schedule a meeting.

18.4: The County shall be entitled to implement the classification and compensation prior to collective bargaining or in the event the matter is not collectively bargained.

ARTICLE 19
RESIGNATION

19.1: Employees who voluntarily resign should provide the County no less than two full weeks of prior notice.

19.2: Failure to provide proper notice shall result in the loss of one day of compensable sick day pay-off for each day short of proper notice.

19.3: Employees shall be paid for all unused vacation up to a maximum of thirty-five (35) days. If a timely notice is provided, every effort shall be made to pay off unused vacation days on the last check earned by the employee.

19.4: The check for unused sick days, when applicable, shall be paid by individual payroll check the pay period following the final regular payroll check.

19.5: Employee's may elect to withdraw or maintain their retirement plan contribution with the County. Withdrawal shall be accomplished on a form supplied by the County.

ARTICLE 20
OVERTIME

20.1: It is recognized that Human Resources Specialists and Generalists are subject to the Federal Fair Labor Standards Act that address mandatory overtime pay. It is with this consideration that employees shall be subject to overtime pay or compensatory time

according to the following safeguards and provisions.

20.2: Employees shall be compensated with overtime pay or compensatory time at the rate of time and one-half (1 1/2) for:

A. Work in excess of thirty-seven and one-half (37 1/2) hours.

B. Employees called into work shall be guaranteed a minimum of three (3) hours compensatory time if such call-in does not coincide with the start of a workday.

20.3: Work performed on a holiday shall be compensated at the rate of two and one-half (2 1/2) times with compensatory time or pay.

20.4: All overtime must have prior approval of a supervisor or it shall be denied. The Supervisor shall determine whether overtime is to be paid or granted as compensatory time.

20.5: Compensatory time shall not accrue beyond a maximum of eighty (80) hours, or otherwise defined by law. All overtime hours worked after eighty (80) hours shall be paid and not accrued as compensatory time.

20.6: Compensatory time shall be scheduled at the mutual convenience of the Supervisor and employee but may be ordered by the Supervisor.

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

ARTICLE 21
WORKING HOURS

21.1: The County shall determine the hours of operation for all its departments and divisions.

21.2: The Department or Division Head shall schedule the hours of work of employees in the Department or Division.

21.3: A full-time employee shall mean an employee regularly scheduled to work 37.5 hours a week.

21.4: A part-time employee shall mean an employee regularly scheduled to work 28 hours or less per week.

21.5: A temporary employee shall mean an employee who is hired for a predetermined period of time.

21.6: A regular employee shall mean an employee who is employed in a classification for an ongoing undetermined period of time.

21.7: Employees shall be eligible for a one-hour lunch period without pay, to be scheduled at the discretion of the employee's supervisor. The employee shall also be eligible for two (2) fifteen (15) minute breaks to be scheduled at the discretion of the Supervisor.

21.8: A scheduled break that is not taken shall not be compensated for at a later time, unless due to an operational constraint and the Supervisor had provided prior consent. In any event, the accumulated break time shall not exceed thirty (30) minutes and shall be compensated with equal time off in the same pay period in which it is earned.

21.9: Any employee who is not permitted a full lunch period due to operational constraints shall be allowed equal time off as determined by the Supervisor. Such time shall be provided in the same pay period in which it is earned.

21.10: The Supervisor shall determine an operational constraint.

21.11: The Supervisor shall determine the need to work overtime.

21.12: As much as possible, where employees are capable of performing the tasks overtime will be equalized among employees by the Supervisor.

ARTICLE 22
LEAVE OF ABSENCE

22.1: An employee may request a leave of absence for:

A. Serious or critical illness of their spouse, spouse's parent, child, or parent;

B. Personal illness (physical or mental); or,

C. Educational purposes.

The County shall comply with all applicable laws in providing leaves of absence, such as but not limited to the Family and Medical Leave Act of 1993. Employee notice of their rights under FMLA and a fact sheet shall be provided in a reasonable method and manner. Leave taken under FMLA will be taken consistent with FMLA, this provision and the policy of the County.

22.2: An employee may request a leave of absence for serious or critical illness to their spouse, child or parent. The employee shall be entitled to use accrued sick days and vacation to provide compensation during such a leave. An employee who lacks sufficient sick/vacation days or who elects not to use sick/vacation days shall be on a leave without pay. The employee shall provide medical verification from the attending physician to be eligible for a leave of absence.

22.3: The leave of absence for personal illness shall be consistent with the provisions of Article 27 - Sick Days and Disability Insurance in order to be granted. The employee shall be required to provide medical verification by the attending physician when illness extends beyond three (3) consecutive days and at reasonable intervals as determined by the County. The County shall have the right to require an employee to submit to an examination by a physician of the County's choice provided such charges are paid by the County.

22.4: An educational leave without pay may be granted for a reasonable interval but shall not exceed one (1) year. The leave shall be consistent with meeting the operational needs of the Department or it shall be denied.

22.5: In no case shall an employee be granted a leave greater than the length of time provided herein. In the event the employee fails to return to work the next workday following

the expiration of a leave of absence, the employee shall be considered to have resigned, except as may be provided otherwise by law.

22.6: An employee shall not be entitled to return to work from a leave of absence due to personal illness without verification by the attending physician of medical recovery.

22.7: Any request for a leave of absence shall be made in writing and approval or denial shall be in writing. The maximum Leave of Absence shall not exceed one (1) year.

22.8: The employee on leave shall be eligible to return to the position held prior to commencing the leave provided the employee is capable of performing the work.

22.9: An employee on a leave with pay shall be eligible for vacation time, sick days, retirement credit, seniority, or gain from any other fringe benefit for the initial six (6) months of leave. An employee on leave beyond six (6) months or on leave without pay shall not be eligible for any fringe benefits or seniority except as provided in Article 27 - Sick Days and Disability Insurance, Section 10.

22.10 While on an unpaid Leave of Absence, employees shall not accrue vacation time, sick days, retirement credit, compensatory time or gain from any other fringe benefit.

ARTICLE 23
WORKER'S COMPENSATION

23.1: All employees shall be subject to the St. Clair County's Worker's Compensation Plan, the terms and conditions of which are described herein and as provided by the operating policy of the insurance carrier. Worker's Compensation is governed by Board Policy and Procedures, therefore, is subject to change.

23.2: When an employee is injured during the course of employment, the alleged injury shall be reported to a Supervisor as soon as possible. The Supervisor shall complete an accident report on the form provided by the County and submit it to the Human Resources Office.

23.3: The County shall provide the employee the opportunity to supplement Worker's Compensation from accrued sick days or disability pay 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 minus Federal, State, local and F.I.C.A. taxes. The supplemental compensation shall be deducted from the employee's accrued sick days or disability pay but in no case exceed the employee's accrued sick days or gross salary.

23.4: When an employee is eligible for Worker's Compensation, the employee will receive a check directly from Worker's Compensation. The County shall continue to provide the employee a regular paycheck minus the monies received from Worker's Compensation and all other normal authorized payroll deductions to the extent of their accrued sick days.

23.5: Employees who elect not to supplement their Worker's Compensation or who have no or insufficient sick days or who exhaust their sick days while on an injury leave, will receive their check from Worker's Compensation. .

23.6: The County shall permit the employee to supplement Worker's Compensation on the

ratio of one (1) sick day for every three (3) days of leave.

ARTICLE 24
UNION BULLETIN BOARD

24.1: The Union shall be granted bulletin board space by the County for the following notices:

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 25
RETIREMENT

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

25.2: 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.

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

A. The 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 his or her eligible gross bi-weekly wage. The County shall contribute the remaining contribution determined necessary.

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

A. A full time employee who made the election to participate in the original plan must have eight (8) or more actual years of service contributions in the

Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.

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

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

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

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

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

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

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

25.5: 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.

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

25.7: A retiring employee in the Original Retirement Plan shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule: All years of service at two percent (2%) per year to a maximum of thirty-seven and one-half (37 ½) years or seventy-five percent (75%).

25.8: 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% - accumulative
11 through 19	2.00% - accumulative
20 through 24	2.00% - retroactive
25 and above	2.40% - retroactive

Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation. Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy-five percent (75%).

25.9: An employee shall be eligible upon satisfying one of the following three criteria.

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

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

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

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

25.10: 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.

25.11: 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.

25.12: If an employee was a full time contributing member of the Defined Benefit Plan prior to January 1, 2009, 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 January 1, 2009, 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.

25.13: The final average compensation for retirement purposes shall be computed on the base salary only and where applicable service recognition and shall not include compensation from;

A. Overtime or compensatory time payoff.

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

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

D. Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation for all members of the bargaining unit.

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

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

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

The employee may contribute up to 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.

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.

25.16: Employees shall have the right to make additional non-matching contributions to the 457 Deferred Compensation Plan, subject to the IRS limits, pursuant to the terms of the plan. For example, employees who remain in the Defined Benefit Plan and the Retiree Healthcare Trust Fund Account will still be able to contribute to this plan from their wages. No match will apply to these contributions.

ARTICLE 26
HEALTH, LIFE AND DENTAL CARE

26.1: Each full time and part time employee shall be eligible to participate in the health care plan offered by the County. Effective 1/1/2012, the core plan is equivalent to the following:
Community Blue PPO Option 8

Annual Deductible
$ 500 – Employee
$1,000 – Family (two or more insured members)

Annual Co-Pays
80% - Plan Approved Charges
20% - Employee

Out-of-Pocket Maximum Including Deductible (Excluding Mental Health Services)
$3,000 – Employee
$6,000 – Family (two or more insured members)

$20 Office Visit Copay

$20 Chiropractic Copay

Prescription Drug Rider Deductibles
$15.00 - Generic Prescription Drugs
$30.00 - Brand Name Prescription Drugs
$45.00 – Non-Preferred Prescription Drugs
MOPD - Mail Order Prescription Drugs require a single co-pay for 90 day supply via mail or retail.

Preventative Services - Unlimited

Heritage Vision – Vision Rider

HCA – Hearing Care

The Employer shall pay the cost of premiums of full time regular employees with the following exceptions:

A. 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 adjusted annually.

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 28, 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.

B. Part time employees, should they choose to participate, shall pay the total cost of health insurance premiums by way of a payroll deduction. The payroll deduction shall be made from the paycheck immediately prior to receipt of the health insurance statement.

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

NON-PARTICIPATION COMPENSATION
$ 650 - One Person subscriber
$1100 - Two Person subscriber
$1350 - Family Plan subscriber

Payment shall be made in equal bi-weekly installments. The employee may elect the

compensation through deferred compensation or individual flexible spending account. The employee shall have sole responsibility to apply for deferred compensation, which shall be consistent with all terms and conditions of deferred compensation.

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

26.4: All employee premium costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The premium cost(s) shall be paid in equal biweekly installments over the twenty-six (26) annual pay periods.

26.5: The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing. Part time employees shall pay the entire premium cost for the entire plan to be eligible for coverage.

A. CORE PLAN
- Plan 100 50/50 to an annual maximum of $1,000 per individual per year.
- Orthodontia Plan 50/50 to a lifetime maximum of $1500 per individual.

B. OPTION I
- $200 to a flexible reimbursement account.

C. OPTION II
- $150 cash rebate.

26.6: The Employer will provide a group life insurance plan for qualified insurance employees according to the following schedule:

CORE OPTION

Annual Salary	Benefit
$24,999 or less	$20,000
$25,000 to 30,999	$30,000
$31,000 to 39,999	$40,000
$40,000 or more	$50,000

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.

26.7: In order to acquire and maintain health and/or dental benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the plan provider.

26.8: 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 procedures to apply for and modify insurance benefits.

26.9: 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.

26.10: 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, dental or other insurance coverages as both a sponsor and a dependent for any insurance coverage under this Agreement. 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.

26.11: 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 27
SICK DAYS AND DISABILITY INSURANCE

27.1: Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Part time regular employees earn paid sick time in accordance with Article 27.18. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

27.2: Full time regular employees shall be entitled to accrue sick days to a maximum of forty (40) days. Sick days shall not accrue on an unpaid leave of absence. Sick days shall accrue on a paid leave of absence.

27.3: An employee shall be eligible to use sick days, upon 90 days of satisfactory completion of the 180 day orientation period, for personal illness or serious or critical illness to their spouse, parent or child

27.4: Members of the Bargaining Unit shall be allowed funeral leave days in the event of a death of family members and relatives as follows:

A. Up to five (5) working days with pay for:
Spouse, Child, Step Child, Mother and Father.

B. 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

C. Up to three (3) working days with pay to be deducted from the 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

D. One (1) workday with pay to be deducted from sick days for:
Spouse Step Parent, Spouse Son-in-Law or Daughter-in-Law, Spouse Grand Parent, Spouse Grand Child, Spouse Step Sibling, Spouse Brother-in-Law or Sister-in-Law, Aunt or Uncle, Niece or Nephew.

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.

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

27.6: An employee who uses two (2) sick days in a thirty (30) calendar day period or four (4) days in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness may be on "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. The employee may be on proof required status for six (6) calendar months. The employee who fails to provide appropriate medical verification shall not only be denied sick day compensation, but shall be subject to discipline.

27.7: Sick days may be taken in place of normally scheduled workdays, excluding holidays.

27.8: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty-eight (28) consecutive calendar days. An 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. Compensation shall commence the twenty-ninth (29th) calendar days 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 six (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 and/or Social Security.

27.9: The County shall provide the disabled employee salary continuation from the twenty-ninth (29th) calendar days to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of the fringe benefits.

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

27.11: Commencing the one hundred and eighty-first (181st) calendar day salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. Long term disability salary continuation through an insurance plan for the duration of the illness or injury are 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 disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty percent (50%) of the premium

costs.

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

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

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

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

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

27.13: The employee shall be eligible to supplement disability compensation with sick days, compensatory time and/or vacation on a ratio of one (1) vacation day to three (3) days of absence in order to remain at full normal gross salary. If a leave balance is available, employees are ineligible for Absence Without Pay (AWOP) unless approved by the Department Head.

27.14: 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.

27.15: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 23 - Leave of Absence.

27.16: The employee must promptly notify their Supervisor of their absence or be subject to discipline.

27.17: 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%

27.18 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 28
VACATIONS

28.1 All new full time regular employees shall be entitled to vacations according to the following schedule effective upon implementation of the Agreement:

Time of Service	Days
1-2 years	12
3-4 years	15
5-9 years	17
10-14 years	20
15-19 years	23
20-24 years	25
25-29 years	28
30+ years	30

Part Time: All part time County employees shall be entitled to accrue unpaid vacation time based on hours worked relative to the schedule above. The total number of hours worked annually by a part time employee shall be divided by 1950 annual full time hours to establish years of full time service.

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

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

28.4: An employee shall be entitled to carry forward from the previous year's accrual as many days that when added to the anniversary credit does not exceed forty (40) days. In other words, an employee shall not be entitled to maintain an accrual of more than forty (40) days at any one time.

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

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

28.7: Upon termination, retirement or death, the employee or beneficiary or the employee's

estate shall be paid the total accrued unused vacation days and a prorated pay-off of vacation time from the date of separation retroactive to the employee's last anniversary of employment. Be it provided, however, that such payoff of unused days shall not exceed forty (40) days of pay.

ARTICLE 29
HOLIDAYS

29.1: Full time regular employees are entitled to the paid holidays and any additional holidays that may be granted determined by the St. Clair County Board of Commissioners.

Holiday	Date
New Year's Day	January 1
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September
Veteran's Day	November 11
Thanksgiving Day	Last Thursday of November
Friday Following Thanksgiving Day	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

29.2: When a holiday falls on a Saturday it shall be celebrated on the preceding Friday. When a holiday falls on a Sunday, it shall be celebrated the following Monday.

29.3: To be eligible for holiday pay, the employee must work the day before and after the holiday unless such absence is authorized.

29.4: Full time employees required to work shall, at the employee's option, be compensated for work performed on a holiday.

Option 1 - The employee shall be compensated at two and one-half (2-1/2) times the base hourly rate.

Option 2 - The employee shall be compensated at one and one-half (1-1/2) times the base hourly rate and granted an hour for our vacation credit.

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

ARTICLE 30
JURY DUTY AND SUBPOENA AND WITNESS FEE

30.1: Employees who are called to serve as Jurors shall continue to receive their normal pay. Any compensation, not including reimbursements of actual expenses, provided an employee as a Juror will be surrendered to the County Treasurer.

30.2: Employees who are subpoenaed to produce records to act as a witness shall continue to receive their normal pay when employment related. Any compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses, shall be surrendered to the County Treasurer.

ARTICLE 31
MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT

31.1: Employees who use their personal vehicles on business required by the County shall be reimbursed at the maximum rate allowable by the in accordance with the IRS regulations for expense reimbursements and the County's Expense Reimbursement Policy.

31.2: Approved expenses for out of County lodging and meals shall be reimbursed to the employee when attendance is at employment related activities in accordance with the IRS regulations for expense reimbursements and the County's Expense Reimbursement Policy.

ARTICLE 32
SALARY SCHEDULE

Wage Ranges

HUMAN RESOURCES GENERALIST	II	E
HUMAN RESOURCES SPECIALIST	II	G
SR. HUMAN RESOURCES SPECIALIST	II	H

2.0% Effective January 1, 2020

2020 County Wage Structure										
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	Wage Range
Group II: Professional/Technical										
	E	38,611	40,156	41,763	43,433	45,170	46,977	48,856	50,810	E
	EE	40,156	41,763	43,433	45,170	46,977	48,856	50,810	52,843	EE
	F	41,763	43,433	45,170	46,977	48,856	50,810	52,843	54,956	F
	FF	43,433	45,170	46,977	48,856	50,810	52,843	54,956	57,155	FF
	G	45,170	46,977	48,856	50,810	52,843	54,956	57,155	59,442	G
	GG	46,977	48,856	50,810	52,843	54,956	57,155	59,442	61,818	GG
	H	48,856	50,810	52,843	54,956	57,155	59,442	61,818	64,292	H

ARTICLE 33
TERM OF AGREEMENT

35.1: This agreement shall be in effect and become operative on January 1, 2020 and shall continue in operation and effect through December 31, 2020. The parties mutually agree to endeavor to begin negotiations not later than 90 days prior to the expiration of this Agreement.

35.2: 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 16 day of January, 2020.

ST. CLAIR COUNTY HUMAN RESOURCES GENERALISTS AND SPECIALISTS EMPLOYEES UNION

Steven Sellers
Business Agent, POAM

Tina Delia
President

1-16-2020
DATE

THE COUNTY OF ST. CLAIR MICHIGAN

Jeffrey Bohm, Chairperson
Board of Commissioners

Jay DeBoyer
County Clerk

Karry Hepting
County Administrator

1-16-2020
DATE

Letter of Understanding
Between St. Clair County
and
TPOAM-Human Resources Generalist and Specialists

The County of St. Clair agrees to recognize the Service Agreement between the Technical Professional Officeworkers Association of Michigan (hereinafter referred to as "TPOAM") and the St. Clair County Human Resources Generalist and Specialists (hereinafter referred to as "Union") for as long as the agreement remains in place or a subsequent agreement is made.

Police Officers Association of Michigan

Steven Sellers, Business Agent
POAM

Tina Delia
President

The County of St. Clair

Karry Hepting
Administrator/Controller

Danielle Hazlewood
Director-Finance
Deputy Administrator
Controller