AGREEMENT

BETWEEN

ST. CLAIR COUNTY

AND

ST. CLAIR COUNTY SHERIFF DEPARTMENT

CORRECTIONS DEPUTIES AND PROFESSIONAL EMPLOYEES
TEAMSTERS LOCAL #214
ACT 312 ARBITRATION INELIGIBLE CLASSIFICATIONS

JANUARY 1, 2018 THROUGH DECEMBER 31, 2019

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ARTICLE 1
AGREEMENT

1.1: This Agreement made and entered into for the period January 1, 2018 through December 31, 2019 between the Board of Commissioners of the County of St. Clair, state of Michigan, hereinafter referred to as the "Employer," and the Sheriff of St. Clair County, hereinafter referred to as the "CoEmployer", and the St. Clair County Sheriff's Department Corrections Deputies and Professional Employees Chapter, Teamsters Local #214, hereinafter referred to as the "Union".

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 Local Financial Stability and Choice 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 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, 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 full and part time employees of the following classifications employed in the St. Clair County Sheriff's Department for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions for the term of the Agreement as follows:

Corrections Deputy
Transport Deputy
Service Bureau Agent
Custodian II
Billing Clerk
Inmate Trust/Financial Clerk
Facility Information Clerk
Corrections Program Coordinator
Re-Entry Case Manager
Office Manager

The Sheriff, Undersheriff, supervisory employees such as but not limited to, Correction Lieutenant, Correction Sergeant, Service Bureau Manager, Communications Director, Sergeants, Lieutenants and

Captain shall be excluded from the bargaining unit by virtue of their supervisory capacity and not necessarily by rank. Other employees such as the personal Secretary to the Sheriff, Special Deputy and temporary employees shall be excluded from the bargaining unit.

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

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

ARTICLE 4
MANAGEMENT RESPONSIBILITY

4.1: The right to hire, promote, discharge or discipline for cause, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer, except that Union members shall not be discriminated against as such. In addition, the work schedules, methods and means of departmental operation are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this Agreement.

ARTICLE 5
CONTRACT SERVICES

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

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

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

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

5.5: The right of contracting or subcontracting work currently performed by any bargaining unit member is vested with the Sheriff and the County.

5.6: The Sheriff or County shall notify the Union not less than thirty (30) calendar days prior to a proposed date to contract out work currently performed by any bargaining unit member. If the Union requests, the Sheriff and/or the County will meet with the Union prior to entering into a contract. At such meeting, the Union will be advised of the nature and scope of the work to be performed and the parties will negotiate concerning the proposed subcontracting as may be required by law.

5.7: The Sheriff or the County shall provide the Union with a list of the employees and classifications which may be affected.

5.8: 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 meeting in section 5.6. The County shall not enter into a contract or subcontract until thirty (30) calendar days after a meeting with the Union.

5.9: 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 12.9 but not greater than the employee's seniority or thirty-six (36) months whichever is less.

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

ARTICLE 6
AGENCY SHOP

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. An employee may revoke their authorization for dues withholding at any time during their employment with the County as provided by law.

6.2: 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 each from the first two (2) pay periods of each month as per such authorization and shall remit to the Union any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

6.3: The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result from any conduct taken by the County for the purposes of complying with the provisions of this article. It is further agreed that neither any employee nor the Union shall have any claim against the County for any deductions made or not made, as the case may be, except that the County shall be responsible to provide the Union with dues deducted from the employees' pay. In no case shall the County be responsible to pay to the Union or employee an amount equal to dues or representation fee which may or may not have been deducted and paid to the Union or employee.

ARTICLE 7
UNION REPRESENTATION

7.1: The Union shall be represented to the Employer by no more than four (4) recognized stewards. The names and classifications of these employees shall be communicated in writing to the Sheriff and Human Resources Director of the County upon their selection and/or subsequent change.

7.2: The recognized stewards 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 to the Sheriff and/or County and shall have full responsibility to arrange for said representation.

7.3: The Employer shall grant a leave of absence not to 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 anyone 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 Chief Steward 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) calendar days excluding holidays and weekends of the alleged grievance,discuss the matter with the Sheriff or the Sheriff's designated representative, who shall attempt to adjust the grievance with the terms of this Agreement, County or departmental policy, procedure, method, practice or regulation. The employee, at their option, may attend the Step 1 meeting and every step thereafter. The employee shall be entitled to have a Union representative and Business Agent present at this step.

B. Any employee may request the Sheriff or the designated representative of the Sheriff to call one of the designated local union representatives to handle a specified grievance with the Sheriff or the designated representative of the Sheriff. In this case, the Union representative will be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Sheriff's Department, therefore, Union representation must be 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) calendar days of the event or occurrence giving rise to the grievance excluding holidays, weekends and/or off days of the employee.

iii. One (1) recognized steward of the bargaining unit, the grievant (at their option per 8.1:A) and the Business Agent shall present the grievance at Step 1, and shall suffer no loss of pay if scheduled to work.

iv. One (1) recognized steward of the bargaining unit shall sign the grievance advanced to Step 2.

v. The Sheriff or the Sheriff's designated representative 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 in writing 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 office of the Sheriff or designee within ten (10) calendar days excluding holidays and weekends after the meeting or adjourned meeting at Step 1. In this case a meeting will be arranged within fifteen (15) calendar days excluding holidays and weekends between the designated representative of the Union, the Business Agent, the Grievant(s), and the Sheriff or the Sheriff's designated representative for the purpose of attempting to settle the grievance at the department level. The Sheriff or designee shall provide a written decision within ten (10) calendar days excluding holidays and weekends to the Union.

B. A grievance shall be considered resolved and shall not be advanced through the grievance procedure when the parties are agreed in writing 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 excluding holidays and weekends after completion of Step 2. The Human Resource Director shall serve as the County's Grievance Representative.

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 Sheriff may be represented by one (1) or more representatives and the Union and the Grievant(s) may be represented by their Union representative(s) theretofore designated as grievance representatives and Business Agent.

D. The grievance representative of the Employer shall deliver the decision of the Employer to the Union and the Sheriff in writing within ten (10) calendar 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 shall 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 Resource 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 in writing.

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 or the Sheriff shall within thirty (30) calendar days following receipt of the County Grievance Representatives written decision at Step 3, give notice in writing to the County Human Resource Director of the Union's or Sheriff's intention to pursue arbitration, or the matter will be untimely.

B. The Union and/or Sheriff shall have the option to mutually select an arbitrator or to select an arbitrator through the American Arbitration Association for purposes of selecting an arbitrator only.

C. The fee and expenses of the arbitrator shall 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.

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 incases 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 17 - Career Change and Advancement, Section 17.8.

F. The arbitrator, in rendering a decision, shall give full recognition to the whole of the Agreement as it relates to responsibilities, powers, authority, and rights vested with the County and Sheriff, except as specifically limited by express provisions of this Agreement.

G. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on all parties.

ARTICLE 9
SENIORITY

9.1: All new full time employees hired in the Unit shall be required to serve an orientation period of twelve (12) calendar months from the actual date of assuming the position. All new part time employees hired in the Unit shall be required to serve an orientation period of 2,080 hours (full time equivalent) from the actual date of assuming the position. After completion of the orientation period, the full time employee shall be added on the applicable seniority list of the unit and seniority shall start as defined herein. Unsatisfactory performance during the orientation period shall result in the termination of employment.

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

B. Department Seniority - The most recent date of full time continuous employment with the St. Clair County Sheriffs Department. Department shall mean St. Clair County Sheriff Department when referenced anywhere within this Agreement.

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

9.2: A part time employee who is promoted from part time to full time in the same classification will have their part time hours worked prorated to full time service and applied to the probationary period.

9.3: 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. The list shall include the date of hire of a part time employee.

9.4: The County shall provide the Union with the County seniority list for the bargaining unit when requested by a Union officer within ten (10) calendar days excluding weekends and holidays.

9.5: In the event that more than one applicant for employment is employed on the same date within the same classification, hire order shall be determined by drawing of numbers.

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 ranking duty officer(s) during the two (2) day period. Exceptions may be made by the Sheriff of designee on proof of good cause that failure to report was beyond the employee's control. After such absence, written notification shall be sent to the employee at their last known address that they have lost all seniority rights. The grievance procedure shall be available to the employee provided it is commenced in writing within fifteen (15) calendar days following mailing of notice of discharge as herein provided.

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

D. Retirement.

E. The employee resigns.

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

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

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

ARTICLE 12
LAYOFF AND RECALL

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

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

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

B. Part time employees in the classification affected shall be laid off first.

C. Full time employees on orientation in the classification affected shall be laid off next.

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

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 Sheriff.

F. The Sheriff 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 Sheriff shall layoff the least senior full time 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 the 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: Employee(s) who previously held a subordinate classification shall be entitled to revert to that classification and displace the least senior employee in that classification provided the first employee(s) have greater departmental seniority than the second employee(s). Displaced employee(s) shall have the same right to displace employee(s) in previously held classifications but must meet the same departmental seniority qualification. The displacing employee(s) shall be paid at the subordinate classification salary step which most closely approximates the displacing employee's former salary.

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

A. The displacing employee possesses all the qualifications of 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.

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

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

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

12.9: Employees who have been laid off shall have recall rights for a minimum of six (6) months or the length of their seniority, whichever is greater, but not more than two (2) years. If not recalled within this period of time, the laid off employee's employment shall be considered terminated.

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

A. The employee(s) with the most 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 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 criminal justice professional.

ARTICLE 13
POLICE OFFICERS' BILL OF RIGHTS

13.1: It is recognized that the citizens' complaints against police officers must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, the constitutional rights of those individuals involved shall be preserved.

13.2: Whenever a member of the bargaining unit is subject to examination or questioning by a commanding officer and/or the appropriate bureau or unit for any reason which could lead to disciplinary action, transfer or charges, such investigation or questioning shall be conducted under the following conditions:

13.3: Members under examination or questioning shall be informed of the specific nature of the examination or questioning and will be allowed time to discuss same with a union representative if there is reason to believe that disciplinary action or criminal charges may result. Any member required to make a written statement relative to an examination or questioning shall have twenty-four (24) hours to do so.

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

13.5: The member under questioning shall not be subject to abusive language. No promise of reward shall be made as an inducement to answering any questions, nor shall their name, home address, or photographs be given to the press or news media without their express consent.

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

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

commencement of any questioning.

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

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

13.10: No member of this bargaining unit will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform (except where prohibited by Federal and state laws if such activity adversely reflects on the department).

ARTICLE 14
EMPLOYEE RECORDS REVIEW

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

14.2: The employee may inquire into disciplinary actions taken against the employee provided in the Employer's record. The Employer shall provide an inventory of all disciplinary items on record, defining these actions by circumstance and date. Be it provided, however, that the employee's statutory rights to review such records are not hereby waived.

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

14.4: 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 15
EQUIPMENT CARE AND USAGE

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

A. An inspection of all equipment including vehicles shall be made by the employees prior to commencement of their tour of duty.

B. In the event of an emergency prohibiting such an inspection, the employee(s) shall notify the shift commander during that shift of the inopportunity for inspection and shall receive instructions for same. The employee(s) shall not be subject to disciplinary action when an emergency prohibits inspection.

C. The Employer shall supply inspection checkoff forms to be used in the inspection of all equipment including vehicles.

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

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

15.4: The employee(s) shall report any mechanical deficiency in a vehicle or impropriety of equipment which may arise during the shift prior to the conclusion of the shift.

15.5: Employee(s) who are ordered to operate vehicles which are mechanically deficient and/or improperly equipped shall not be held liable for any accident or incident which may arise from this deficiency or impropriety if such conditions are reported to the shift commander in the inspection checkoff form.

ARTICLE 16
MAINTENANCE OF PROFESSIONAL STANDARDS

16.1: When training, retraining, or education is ordered by the Employer, the employee shall be compensated as follows:

A. When the employee is scheduled on a day off the employee shall receive compensation at the rate of one and one-half (1 1/2) for time actually spent in training including breaks and meal(s).

B. When the employee is scheduled to work a shift adjacent to a shift in which the instruction occurs, such instruction time shall be at one and one-half (1 1/2) times the hourly rate, as prescribed in the preceding Section A.

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

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

16.3: When the Employer orders training, retraining, or education, the Employer shall reimburse the employee(s) for travel expenses in accordance with the IRS Regulations for Expense Reimbursements and the County's Expense Reimbursement Policy.

ARTICLE 17
CAREER CHANGE AND ADVANCEMENT

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

17.2: A career change or transfer shall mean a change in classification resulting in no increase in responsibility or wages. The application of this definition shall in no way prohibit the right of the Sheriff to make work assignments within the employee's classification or to inhibit or restrict the right of temporary transfer as provided in 17.14.

17.3: Notice of vacancies which would constitute a transfer, advancement or promotion for any member of the bargaining unit minimally qualified to perform the job shall be posted internally in a prominent location within the Sheriff's Department for a period of no less than ten (10) consecutive calendar days. An employee shall apply in writing during those ten (10) calendar days, to be considered for the position. The vacancy shall be filled within 180 calendar days of the posting provided the process is undisputed by any bargaining unit member.

17.4: Members of the bargaining unit who compete for a promotion to Corrections Sergeant 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 three (3) candidates shall be made utilizing the following

method of accreditation:

45% written examination
45% oral interview
10% departmental 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 oral board shall be comprised of three (3) interviewers with one (1) candidate selected by the Sheriff, one (1) candidate selected by the Union who is a law enforcement professional of the rank of Lieutenant or above and one (1) candidate mutually agreed upon by the parties. If the parties fail to reach a mutual agreement, one (1) candidate from the Michigan Sheriff's Association from outside the counties contiguous to St. Clair County shall be appointed.

C. Corrections Deputy seniority will be credited the employee at the rate of one percent (1%) for each year of departmental seniority to a maximum of ten (10%). One percent equals one point.

17.5: Prior to changing the status of a part time employee to full time the Sheriff shall post a notice that a full-time position is available and provide a copy to the Union. The Sheriff shall have exclusive authority to change the status of a part time employee to full time within the bargaining unit.

17.6: The Employer shall not be prohibited from external recruitment of Corrections Deputies and all Clerical-Maintenance classifications. All externally and internally recruited candidates shall be required to compete on the same basis. The Sheriff shall have sole discretion to appoint employees to part time positions. Part time employees shall be required to possess the same qualification of a full time employee in the same classification.

17.7: 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) calendar 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) calendar day period, the matter shall then be a proper subject for binding fact finding.

17.8: Candidates for Corrections Sergeant must have five (5) years of full time service with the St. Clair County Sheriff Department as a Corrections Deputy, or three (3) years of full time service as a Corrections Deputy and two (2) years of part time service as a Corrections Deputy with the St. Clair County Sheriff Department. However, in the event fewer than three (3) qualified candidates apply for a Corrections Sergeant vacancy, candidates with at least three (3) years of full time service shall be entitled to compete for the position.

17.9: Full time Corrections Deputies who wish to test for Sheriff Deputy positions must be minimally qualified. Minimally qualified shall mean have completed two (2) years of full time service with the Sheriff's Department. Further, prior to the career change the Corrections Deputy has passed the two (2) part MCOLES pre-academy entry test (written and physical agility) and possesses the required certification card from the Michigan Council On Law Enforcement Standards.

While the Sheriff recognizes the importance of promoting from within, this Article shall not be construed to obligate the Sheriff to appoint an internal candidate to a law enforcement position. All externally and internally recruited candidates shall be required to compete on the same basis. The Sheriff retains the sole discretion to appoint employees or to hire external candidates when filling a law enforcement position. Such decision shall not be subject to the grievance procedure.

17.10: An employee promoted or transferred to a full time position shall be subject to a twelve (12) month orientation period. An employee promoted or transferred to a part time position shall be subject to an orientation period of 2,080 hours (full time equivalent). An employee whose performance is unsatisfactory during the orientation period shall be returned to their former classification. An employee shall be returned to their former classification if their request is made during the orientation period.

17.11: Promotional list (points for exam results, oral interview and seniority) shall be posted within five (5) calendar days, excluding weekends and holidays, after final computation of scores. Such list shall be maintained for one (1) year from the date of the test. In the event of any vacancy in the classification, the Sheriff shall make an appointment to fill the vacancy from the three (3) top scoring candidates from the existing perpetual promotional list.

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

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

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

B. If transfer is due to a departmental wide layoff resulting in the reduction of the number of employees, the promoted former member consistent with Article 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 Correction Deputy for those who previously held the position.

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

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

ARTICLE 18
WORKING HOURS

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

18.2: The Sheriff shall determine the starting time of all shifts. A full time employee's shift shall constitute either eight (8) consecutive hours, ten (10) consecutive hours or twelve (12) consecutive hours, excluding overtime unless otherwise mutually agreed.

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

18.4: The lunch period shall consist of thirty (30) minutes for an employee scheduled to work an eight (8) hour shift and forty-five minutes for an employee scheduled to work a twelve (12) hour shift, to be scheduled by the Employer. Personnel assigned to the Sheriff's Department building shall not leave the

building for the lunch period unless permitted by the Employer. Employees shall return to work from the lunch period when ordered by the Employer. If emergencies arise or other arrangements cannot be made, employees shall return to work from the lunch period when ordered by the Employer.

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

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

18.7: Part time employees should not be regularly scheduled for more than twenty-eight (28) hours per week. Part time employees shall be entitled to overtime when they work more than twelve (12) consecutive hours on a scheduled twelve (12) hour shift, ten (10) hours on a scheduled ten (10) hour shift or more than eight (8) consecutive hours on a scheduled eight (8) hour shift or more than eighty (80) hours in a pay period.

ARTICLE 19
SHIFT SELECTION

19.1: The Sheriff shall endeavor to grant shifts among full time Corrections Deputy and Service Bureau Agents.

19.2: A premium of seventy-five ($0.75) per hour additional shall be paid to those employees with shift starting times occurring on or after 7:00 PM and lasting until 7:00 AM, herein referred to as the midnight shift. A shift premium shall apply to the shift scheduled from 1:00 PM to 1:00 AM for all hours worked from 7:00 PM until 1:00 AM. Shift premium will be paid on an annual basis on the second full pay period each January..

19.3: The Sheriff shall determine the number of employee(s) in each classification on each shift and the days of work for the calendar year. Three slots for female Corrections Deputies must be included on each platoon. The Sheriff shall allow the employee(s) to select their platoon for the calendar year at the same time the employee(s) select(s) vacation for the calendar year. The Sheriff 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 Sheriff until the next annual shift selection. Vacancies occurring on platoons after the implementation of shift selection shall be filled in order of seniority except in the event of operational necessity which will be at the discretion of the Sheriff.

19.4: The Sheriff 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.

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

19.6: The Sheriff may determine the shift of an employee for the purpose of training, retraining or to provide a more structured working environment provided such determination shall not be disciplinary in nature.

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

19.8: During a six (6) week schedule each Corrections Deputy is scheduled for two hundred and fifty-two (252) working hours of twelve (12) hour shifts. Within the six (6) week schedule each Corrections Officer must use a twelve (12) hour float day, which averages out to a forty (40) hour week over the six (6) week period. If the Corrections Deputy has a vacation scheduled during the six (6) week period, one of the vacation days will be converted to a float day, unless a float day has already been scheduled along with the vacation. If there are not any vacation days scheduled during the six (6) week period, the employee must schedule a float day or the department reserves the right to assign the float day.

The department shall endeavor to provide a minimum of twenty-four (24) hours notice when scheduling the float time in advance. However, in the event that there is less than twenty-four (24) hours available advance notice, the department will first seek volunteers before assigning the float time.

It is the employee's responsibility not to exceed the 80/120 hour vacation accrual maximum.

19.9: Drug Task Force Secretary, Detective Secretary, Prisoner visitation and Jail Classification Officer are job assignments made by the Sheriff and shall not be part of a shift selection.

19.10: The Sheriff reserves the right to hire and assign part time Transport Deputies to prisoner transfer duties. In the event that full time transport duties are permanently restored in the budget, the Sheriff will allow full time Corrections Deputies to select these positions as part of their job assignment during the annual shift selection procedure held during the month of December for the upcoming year.

Corrections Deputies selecting a full time prisoner transfer position as their job assignment may be scheduled Monday through Friday eight (8) hour a day or the twelve (12) hour a day schedule at the discretion of the Sheriff. Any change in the existing schedule shall be done only after mutual consent of both parties. Corrections Deputies selecting Prisoner Transfer will not be eligible to rebid the position for the successive two years upon completion of their year assignment. The Prisoner Transfer Coordinator will be selected by the Sheriff from those persons who select this assignment. These job assignments are for a twelve (12) month period and will be considered a platoon for purposes of vacation selection.

19.11: Lead Field Training Officer (FTO) assignments maybe made at the sole discretion of the Sheriff. For each shift that a lead certified training officer is assigned a trainee, the Lead FTO will receive one (1) additional hour of pay at the rate of one and one-half times the deputies regular rate of pay.

ARTICLE 20
OVERTIME

20.1: Overtime shall be paid at a rate of one and one-half (1 ½) times for all hours worked beyond the regularly scheduled shift, provided the regularly scheduled shift is at least eight (8) hours long. Overtime shall be paid at a rate of one and one-half (1 ½) times for hours worked in excess of eighty-four (84) hours worked in a two (2) week schedule. Be it provided that overtime does not compound by the definition of hours in a day or a week. Any hours worked on a day for which the employee is not regularly scheduled to work shall be paid at one and one-half (1 ½) times for all hours worked.

20.2: The Employer shall determine the need for and schedule all overtime. Overtime hours shall be divided as equally as possible among full time employees in the same classification. If no one in the classification is available, it may be offered to the next low-houred, qualified employees in other classifications.

20.3: Whenever overtime is required, the person with the least number of overtime hours worked or refused in that classification will be called to volunteer first and so on down the list in an attempt to equalize the overtime hours. If the employee was unavailable or did not choose to work, they will be charged the number of overtime hours offered as refused. Overtime hours will be computed from January 1 through December 31 each year. The volunteer overtime list will be recalculated on the last Saturday of every pay period. Scheduled volunteer overtime assignments for the following Monday and Tuesday shall be made prior to this recalculation. Court time and/or training time shall not be recorded as overtime hours in attempting to equalize overtime hours.

Any Corrections Deputy hired to full-time status after January 1st of each year, shall have his/her overtime worked/refused total pro-rated by using the total number of worked/refused hours of all full time corrections deputies and dividing that by the total number of Corrections Deputies to obtain an average. This average will then be applied to the new full-time hire on his/her full-time start date. This formula shall also apply to the time frame that any Corrections Deputy is off work on a suspension or off work on medical leave of more than 21 days.

20.4: The Employer shall have the right to compel overtime among employees with the least classification seniority qualified for required work within a classification upon meeting the qualifications established in 20.2: of this Article. No Corrections Deputy shall be compelled to work more than one shift (provided the shift is a minimum of four (4) hours long) or more than twelve (12) overtime hours in a two (2) month period unless the Department does not have a reasonable alternative as determined by the Department to fill the shift to meet its operational needs. Be it provided the Sheriff will make a reasonable effort based upon the circumstances to compel an equal number of occurrences in a two (2) month period excluding the right to compel overtime as described in 20.10 of this Article. When computing the overtime call-in roster for the compel period, hours worked as volunteered overtime shall be considered the equivalent of being compelled.

20.5: In the event of compelled overtime the following procedure shall be followed:

A. Off duty full time employees shall be called first, based upon their departmental seniority and then their hours actually worked in order to equalize hours. A refusal or unavailability shall be subject to 20.3.

B. If Step 20.5:A does not result in sufficient staffing the hours shall be offered to the employee with the fewest overtime hours on the shift preceding the shift with the available hours.

C. If Step 20.5:B. does not result in sufficient staffing the hours shall be offered to the employee with the fewest overtime hours on the shift following the shift with the available hours.

D. If Step 20.5: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 20.2 and 20.3.

E. In the event employees volunteer to split the hours of a shift, the commanding officer shall have sole authority to approve or disapprove of the split. Employees requesting a split shift shall ensure that all preceding criteria have been met and will include that information when requesting a split to the commanding officer.

The compelled overtime list will be recalculated every two (2) months. Court time and/or training time shall not be recorded as overtime hours in attempting to equalize overtime hours.

20.6: Overtime shifts that need to be filled more than three (3) hours before the start of the next shift shall be filled using the volunteer procedure described in 20.3 of this Article. Overtime shifts that need to be filled less than three (3) hours before the start of the next shift will be filled on a first come, first served basis.

20.7: In the event that overtime is available for hospital duty and the hours are not filled from a volunteer list, the hours may be offered to a Transport Deputy with the available hours, a Corrections Supervisor or a Road Patrol Deputy in order to avoid compelling a Corrections Deputy, at the discretion of the Sheriff.

20.8: A message left on an employee's answering machine shall constitute an attempt to provide overtime and will be considered a refusal if left unanswered or the call is not returned within 1 hour by the employee.

20.9: Employees called in to work shall be guaranteed a minimum three (3) hours pay at one and one-half (1 ½), including Court time.

20.10: The Employer shall have the right to hold over or call in early employees in emergency situations. Such holdover or call-in early shall be as nearly evenly divided into the shift as circumstances permit.

20.11: 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 ½) times the prevailing hourly rate of the employee. The employee issued a subpoena is required to contact the Court designated on the subpoena in the manner prescribed by the Sheriff and/or Court relative to the date and time of their Court appearance. An employee may elect to receive overtime or subpoena or deposition fee(s) but only one and not all. The employee shall not be eligible to receive overtime pay if their Court appearance date and/or time is 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.

20.12: The Sheriff shall have the right to schedule part time employees twenty-four (24) hours in advance.

20.13: Part time employees are entitled to overtime pay when either of the conditions described in 20.1 are satisfied.

20.14: The Sheriff may offer overtime to part time employees in order to avoid compelling overtime to full time employees. The sheriff may compel the part time employee to work in order to avoid compelling a full time employee.

20.15: The Sheriff shall first offer overtime work to full time employees before offering the work to a part time employee, unless extenuating circumstances exist.

20.16: The Sheriff shall determine whether to compensate hours worked outside their normal scheduled hours of work with overtime pay or compensatory time. Employees eligible for compensatory time, shall accrue compensatory time in accordance with the following:

A. Compensatory time shall not accrue beyond twenty-four (24) hours or it shall be paid.

B. Compensatory time shall not be taken as time off when it creates an overtime situation to the department.

C. Compensatory time shall be taken off by mutual consent of the employee and the supervisor.

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

ARTICLE 21
LEAVE OF ABSENCE

21.1: 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, parent 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.

21.2: 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. Leave taken under FMLA will be taken consistent withFMLA, this article and the policy of the County and the Sheriff Department.

21.3: 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. 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.

21.4: 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 Sheriff shall endeavor to reschedule an employee's working days to accommodate reserve training that does not exceed two (2) days a month.

21.5: 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 seven (7) days, a statement by the attending physician shall be furnished at reasonable intervals as determined by the Employer, evidencing the inability of the employee to return to their duties.

21.6: 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.

21.7: The County and the Sheriff 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.

21.8: The requirements of Sections 21.4 and 21.5 may be waived by the Employer, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted, unless it can be shown that such waiver was unreasonably withheld.

ARTICLE 22
INJURY LEAVE WITH PAY

22.1: Any illness or injury to a Corrections Deputy arising out of the performance of their regular duties resulting in temporary disability to the extent that they are unable to resume their duties, they shall be entitled to their regular compensation for not longer than the first six (6) months of Worker's Compensation leave. Accumulated sick leave shall not be considered in the computation of leave on account of such duty incurred injuries during the first six (6) months. Employees shall not be entitled to regular compensation during absence from duty on account of injuries if said injury was sustained while not on duty. Such absence from duty shall be considered as sick leave and shall be governed by the rules pertaining to sick leave.

22.2: An employee receiving Worker's Compensation and regular salary during the first six (6) months shall not be entitled to receive the total combination of both and be compensated more than their regular compensation. 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 pay check minus the monies received from Worker's Compensation and all other normal authorized payroll deductions.

22.3: In the event the employee no longer receives full pay after the first six (6) months, the employee shall be entitled to retain workers compensation. Be it provided that sick days shall be deducted from the employee's accrued sick day reserve at a rate of one-quarter (1/4) sick day each workday of disability or at a rate of one (1) sick day for each three(3) workdays of disability.

22.4: In the event that an employee intends to leave the County for reasons other than for medical care

or treatment, the Employer shall have the right to require that the employee see a physician of the Employer's selection to determine if such a trip is medically detrimental. The employee's failure to comply with this provision shall constitute sufficient grounds for denial of further salary subsidy by the Employer as provided in 22.1. This provision shall not subject the employee to discipline provided the employee is not determined medically fit to return to work by the physician.

ARTICLE 23
VETERANS

23.1: 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.

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

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

ARTICLE 24
UNION BULLETIN BOARD

24.1: The Union may use a bulletin board which shall be located in the employee dining room for the purpose of posting notices of the following activities:

A. Notices of Union recreational and social events.

B. Notices of Union elections.

C. Notices of results of Union elections.

D. Notices of Union meetings.

24.2: The Union may provide a filing cabinet in a common area accessible to union stewards.

ARTICLE 25
PRISONER TRANSFER

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

25.2: In the event of a scheduled inter-state prisoner transfer (within Michigan but outside of St. Clair County) the Sheriff shall assign at least one (1) qualified Corrections and/or Transfer Deputy.

25.3: In the event of a scheduled local transfer (within St. Clair County) the Sheriff shall assign at least one (1) qualified Corrections and/or Transfer Deputy.

25.4: A minimum of two (2) qualified Corrections and/or Transfer deputies from the department shall be required to transfer dangerous felons, unstable persons, or an inmate with an officer caution as determined by the Employer.

ARTICLE 26
RETIREMENT

26.1: 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.

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

26.3: 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.

26.4: The St. Clair County Retirement System provides eligible full time employees (hired to a full time position before October 21, 2009) 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 26.1. Terms and conditions of the Defined Benefit Plan are addressed in the Retirement Plan booklet.

26.5: The St. Clair County Retirement System provides eligible full time employees (hired to a full time position before October 21, 2009) 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.

26.6: 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.

26.6: An eligible full time employee hired before October 21, 2009 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 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.

F. Employees shall have the right to make additional non-matching contributions to a 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 a 457 Deferred Compensation plan from their wages. No match will apply to these contributions.

26.7: 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.

26.8: 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%
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 classifications of the bargaining unit subject to this Modified Plan.

26.9: 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.

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.

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

26.10: 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.

26.11: 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.

26.12: If an employee was a full time contributing member of the Defined Benefit Plan prior to October 21, 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 October 21, 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.

26.13: 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.

26.14: The final average compensation for retirement shall be computed on the base salary, service recognition, educational premium, shift premium and applicable supplemental pay but shall not include compensation from;

A. Overtime pay in excess of seventy-five (75) hours in a calendar year or compensatory time payoff.

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

C. Compensation from clothing allowance, health and dental care non-participation compensation and any other form of reimbursement and allowance not specifically provided herein.

D. Vacation accrual payoff in excess of one hundred and fifty (150) hours in the FAC period.

26.15: 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.

26.16: Full time employees hired on or after October 21, 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. 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 27
PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT

27.1: Each full time certified Corrections Deputy hired prior to January 1, 1992 with five (5) years continuous service possessing an Associates Degree in Police Science shall be paid an additional one percent (1%) of annual salary at the same time service recognition is to be paid.

27.2: Each full time certified Corrections Deputy hired prior to January 1, 1992 with five (5) years continuous service possessing a Bachelors Degree in Police Science shall be paid an additional two percent (2%) of annual salary at the same time service recognition is to be paid.

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

ARTICLE 28
UNIFORM CLEANING ALLOWANCE

28.1: Full time employees required to wear a uniform will be provided a four hundred dollar ($400.00) annual cleaning allowance. The uniform shall be provided by the Sheriff. Employees required to wear a uniform will be reimbursed up to seventy-five ($75.00) dollars per year for uniform footwear purchased or repaired by the employee. If not utilized, the annual $75.00 shoe reimbursement may be carried forward for one calendar year to accumulate to $150.00 reimbursement total. If not utilized in the subsequent year, the reimbursement is forfeited.

28.2: Part time employees required to wear a uniform will be provided a two hundred dollar ($200.00) annual cleaning allowance. The uniform shall be provided by the Sheriff. A part time Corrections Deputy who has worked more than 1500 hours in the previous year will be provided a four hundred dollar ($400) cleaning allowance.

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

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

ARTICLE 29
UNIFORM REPLACEMENT

29.1: The Employer shall replace clothing destroyed or damaged in the line of duty to the extent of the remaining value of such destroyed or damaged clothing. Items of clothing are to include corrective lenses and time pieces at item value with a maximum reimbursement of $200.00 per item.

29.2: Request for replacement or repair shall be made on appropriate departmental forms indicating the item damaged or destroyed, the cause, the original cost of the item, and the replacement or repair cost

being requested. The employee will be required to produce the damaged or destroyed item when possible prior to being repaired or replaced.

ARTICLE 30
HEALTH AND DENTAL CARE AND LIFE INSURANCE

30.1: Effective July 1, 2011, each full time employee shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 8

Annual Deductible:
$500 – Employee
$1,000 – Family

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

$20 Office Visit Co-Pay

$20 Chiropractic Co-Pay

Prescription Drug Rider
$15.00 - Generic Prescription Drugs
$30.00 - Brand Name Prescription Drugs
$45.00 – Non-Preferred Prescription Drugs

MOPD - Mail Order Prescription Drugs

Unlimited Annual In Network Preventative Services

Heritage Vision – Vision Rider

HCA – Hearing Care

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

B. All participating regularly scheduled full time employees shall pay an employee premium cost coshare amount equal to 20% of the County's illustrated rate adjusted annually.

C. 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 30, the Union and the County shall enter into collective bargaining with the purpose of establishing the health care coverage plan and employee premium coshare amounts for eligible members of the bargaining unit.

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

$ 650 - One Person subscriber

$1100 - Two Person subscriber
$1350 - Family Plan subscriber

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

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

30.4: 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 bi-weekly installments over the twenty-six annual pay periods.

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

A. CORE PLAN
Plan 100 50/50 to an annual maximum of $1,000 per individual per year.
Orthodontia Plan 50/50 to a lifetime maximum of$1500 of $3000 per individual.

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

C. OPTION II
$150 cash rebate.

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

$40,000 Corrections Deputies
$25,000 Support Personnel

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

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

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

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

30.9: 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.

30.10: 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, 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.

30.11: 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 31
EMPLOYEE LIABILITY

31.1: 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 32
SERVICE RECOGNITION

32.1: The Employer shall recognize years of continuous full time service of those employees hired on or before June30, 1996 by providing the following percentage of annual salary upon anniversary. Maximum annual salary allowable shall be no greater than $45,000.

Years of Service	Percentage of Annual Salary
10 - 14	4%
15 - 19	6%
20 - 24	8%
25+	10%

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

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

32.3: Continuous employment, for the purposes of this policy, shall not be considered as interrupted when absences arise as vacations, sick leave, or leave of absence authorized by the Sheriff for reasons permitted in this Agreement. An employee on leave, when payment is due, shall be paid the next pay day upon return, if possible, but not later than the second following pay day from return.

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

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

ARTICLE 33
SICK DAYS AND DISABILITY

33.1: Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by these policies. Employees shall be credited with eight (8) hours each month. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

33.2: Full time regular employees shall be entitled to accrue sick days to a maximum of forty (40) or three hundred and twenty (320) hours. 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.

33.3: An employee shall be eligible to use sick days, upon satisfactory completion of the FTO period, for personal illness or serious or critical illness to their spouse, parent or child. The employee shall be required to provide proof of illness to spouse, parent or child.

An 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 Sheriff 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.

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

33.5: An employee who uses three (3) days in a ninety (90) calendar day period shall be on "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician in order to be eligible for sick day pay after being placed on proof required status. The employee shall be on proof required status for ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall not only be denied sick day compensation, but shall be subject to discipline.

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

33.7: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty-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. Short term disability salary continuation shall be for a period of six (6) months. Verification of a continuing medical disability will be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.

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

the employee shall be entitled to continuation of the fringe benefits enjoyed immediately prior to disability. Be it provided that fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary as reflected below:

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

B. The employee's compensation will include his or her contributions to the retirement system, which provides credit toward his or her annual multiplier upon retirement. 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 enjoyed at the time of disability at the same premium cost share as when actively employed.

D. The employee eligible for Service Recognition shall receive compensation as though regularly scheduled to work.

E. The employee shall not be entitled to paid Holidays.

33.9: 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.

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

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

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

C. An employee purchasing dental care coverage shall continue to pay one hundred (100%) percent of the premium cost as provided by COBRA.

D. Upon completion of one (1) year of absence, County employment will terminate as voluntary and the former employee will be notified of his or her rights.

33.11: 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.

33.12: The employee shall be eligible to supplement disability compensation with vacation, compensatory,

float or sick days on a ratio of one (1) day to three (3) days of absence in order to remain at full normal gross salary.

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, float time and then vacation time in accordance with department policy.

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.

E. Sick days shall not accrue on an unpaid leave of absence. Sick days shall accrue on a paid leave of absence.

33.13: When an employee's illness or physical condition raises the question of fitness to perform normal duties, or if the employee exhibits questionable attendance, the supervisor may require the employee to submit to a physical examination and the County shall pay the expenses incurred. Questionable attendance shall mean a pattern of absences that results in the employee being placed on proof required status two (2) or more times within any twelve (12) month period.

33.14: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 21 - Leave of Absence.

33.15: The employee must promptly notify their supervisor of their absence in accordance with department policy or be subject to discipline.

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

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.

33.17: An employee will be eligible for an annual five hundred dollar ($500.00) sick time non-usage bonus the second pay period of January, provided the following conditions are met:

A. The employee shall have accrued two hundred and forty (240) hours of sick time in the calendar year.

B. The employee shall have used no more than three (3) days of sick time in the calendar year:

8 hour employees = 24 hours per calendar year
10 hour employees = 30 hours per calendar year
12 hour employees = 36 hours per calendar year

C. The use of sick time as approved funeral leave pursuant to Section 33.3, shall not be counted as sick time used for purposes of the non-usage bonus computation.

33.18: The employee shall give the Employer two (2) weeks written notice of resignation, or the employee shall forfeit one (1) day of retrievable sick or vacation payoffs for each day short of the required two (2) weeks notice except in the case of termination. If the department advises the employee to leave upon receipt of notice, there will be no deduction from sick or vacation.

33.19 If a leave balance is available, employees are ineligible for Absence Without Pay (AWOP), unless approved by the Department Head.

ARTICLE 34
VACATIONS

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

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

34.2: Part time employees hired before December 11, 2014 shall be entitled to vacation hours according to the following schedule:

Years of Service	Part Time Employee Hours
1 - 2	30
3 - 4	36
5 - 9	45
10 - 14	51
15 - 19	60
20 - 24	66
25+	75

Part time employees hired after December 11, 2014 are not eligible for vacation hours.

34.3: The full allocation of hours according to the above schedule shall be credited to the employee upon each anniversary of employment with the department. A full time employee regularly scheduled to work twelve (12) hour shifts shall be entitled to accrue a maximum of four (4) hours of compensatory time per month as vacation hours.

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

34.5: An employee shall not be entitled to carry forward more than eighty (80) hours of vacation credit from the previous year. If the Employer is unable to grant vacation for whatever reason the eighty (80) hours limitation shall not apply. However, the employee shall make a request for a vacation which will both limit the number of hours forwarded to eighty (80) hours and shall not conflict with a more senior employees vacation request. Failure to make such a request shall result in the forfeiture of hours in excess of eighty (80) hours. An employee regularly scheduled to work twelve (12) hour shifts shall be entitled to one hundred and twenty (120) hours in each instance provided as eighty (80) in this paragraph.

34.6: Vacation selection among full time employees shall be made before the start of each year on the basis of classification seniority. An employee shall not select a vacation until after successfully selecting a shift/platoon. The member with the most classification seniority on each shift/platoon will be allowed to choose first by making a maximum of 6 one (1) week selections and being allowed to have the vacation selection book for no more than 48 hours, then the next most senior, etc. Once the vacation selection book has been available to all full time members on each shift/platoon, it will go back to the most senior member with each successive member then being allowed to choose their remaining vacation picks. Each member may only have the book for an additional 48 hours maximum. 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.

Pre-approved vacations may be rescheduled and/or cancelled by the employee with at least fourteen (14) days advance notice of the scheduled time period as long as it does not result in a violation of the preceding 34.4 carry forward limitation. New requests for available vacation time will be subject to 34.8.

34.7: Vacation selection among the Service Bureau Agents and Facility Information Clerks 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 and 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. Each member will be allowed to have the vacation selection book for no more than 48 hours, then the next most senior, etc. Once the vacation selection book has been available to all members, it will go back to the most senior member with each successive member then being allowed to choose their remaining vacation picks. Each member may only have the book for an additional 48 hours maximum.

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

34.9: 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, subject to the preceding 34.7 fifteen percent (15%) rule. 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.

34.10: An employee with a minimum of one (1) year of service 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 up to a maximum of one hundred sixty (160) hours. An employee hired after 01/01/16 with less than one (1) year of service who terminates employment for any reason shall be entitled only to payment of all accrued vacation hours up to a maximum of one hundred sixty (160) hours. 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 payoff for each eight (8) hours short of providing two (2) weeks notice of a voluntary quit.

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

34.12: Vacation selections made before January shall be by platoon. One employee by platoon will be guaranteed the selection of his or her choice.

34.13: Vacation selections made after January may be granted when consistent with meeting the operational needs of the Department.

ARTICLE 35
HOLIDAYS

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

35.2: Employees required to work a holiday shall be paid at the rate of one and a half (1 1/2) their hourly rate plus straight time holiday pay.

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

35.4: Employees on a scheduled day off shall receive vacation time credited to them. Vacation day credit shall mean eight (8) hours or twelve (12) hours according to the employee's regular scheduled work day. In the event an employee is called to work on a scheduled day off, the employee shall be paid at two (2) times their regular rate of pay in addition to receiving a vacation day credit.

35.5: Each member of the Bargaining Unit may, during the month of December prior to January 1, on a form provided by the Department, submit to the Jail Administrator their preference of receiving holiday pay or vacation day credit where provided in 35.2 above. Such election shall be irrevocable for the ensuing calendar year. In the event an option is not so registered by January 1, the employee shall receive pay for each holiday occurrence as provided in 35.2 above. Such option shall not be available to any member carrying the maximum of 80 hours or 120 hours as provided in Article 34, Section 34.4.

35.6: Employees in classifications not scheduled to workweek ends 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.

35.6: To be eligible for the holiday an employee shall work the last scheduled workday before the holiday and the first scheduled workday after the holiday, unless the day off is authorized which may include authorization for a documented illness as approved by the department.

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

ARTICLE 36
JURY DUTY

36.1: 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 37
WAGES

CLERK- INMATE BILLING	I	E
CLERK-INMATE TRUST/COMM	I	E
CORRECTIONS PROGRAM COORDINATOR	III	DD
CUSTODIAN II	I	DD
RE-ENTRY CASE MANAGER	II	DD
CORRECTIONS OFFICER	II	FF
TRANSFER OFFICER	II	CC
TRANSPORT OFFICER	II	CC
SERVICE BUREAU AGENT	I	DD
OFFICE COORDINATOR	III	C

Wage Scale in Appendix A

1.0% Effective January 1, 2018

January 1, 2019 – Reopener
During the calendar period of October 1, 2018 through December 31, 2018 the County and the Union will meet and negotiate the wages to be paid for calendar year 2019. The Union may also request negotiations concerning the topic of a combined bank of comp time and float time. The parties are agreed that the 2019 contract term wage and the request to combine compensatory and float banks shall be the only topics of bargaining unless otherwise mutually agreed by the parties."

ARTICLE 38
TERM OF AGREEMENT

38.1: This Agreement shall be in effect and become operative on January 1, 2018 and shall continue in operation and effect through December 31, 2019. The parties mutually agree to endeavor to begin negotiations not later than 90 days prior to the expiration of this Agreement.

38.2: 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 4TH day of October, 2017.

TEAMSTERS LOCAL #214

Mike Landsiedel
Business Agent, Teamsters 214

Patrick Earabino, Local President

Justin Wilton, Local Vice President

Date: 12-21-17

THE COUNTY OF ST. CLAIR

Jeff Bohm, Chairperson
Board of Commissioners

Timothy Donnellon, Sheriff

Jay DeBoyer, County Clerk

Date: 12-21-17

APPENDIX A

Effective 30 days after Union Ratification and Board Ratification

2017 County Wage Structure *PROPOSED NEW*

Office Professionals/General Laborer		Merit Step 1	Merit Step 2	Merit Step 3	Merit Step 4	Merit Step 5	Merit Step 6	Merit Step 7	Merit Step 8	W.R.
Wage Range	A	22,068	22,951	23,869	24,824	25,816	26,849	27,923	29,039	A
	AA	22,954	23,869	24,824	25,816	26,848	27,923	28,975	30,200	AA
Wage Range	B	23,869	24,824	25,816	26,849	27,923	29,039	30,200	31,408	B
	BB	24,824	25,816	26,848	27,923	29,039	30,200	31,408	32,664	BB
Wage Range	C	25,816	26,849	27,923	29,039	30,200	31,408	32,664	33,970	C
	CC	26,848	27,923	29,039	30,200	31,408	32,664	33,970	35,330	CC
Wage Range	D	27,923	29,039	30,200	31,408	32,664	33,970	35,330	36,743	D
	DD	29,039	30,200	31,408	32,664	33,970	35,330	36,743	38,213	DD
Wage Range	E	30,200	31,408	32,664	33,970	35,330	36,743	38,213	39,742	E
	EE	31,408	32,664	33,970	35,330	36,743	38,213	39,742	41,331	EE
Wage Range	F	32,664	33,970	35,330	36,743	38,213	39,742	41,332	42,986	F
	FF	33,970	35,330	36,743	38,213	39,742	41,331	42,986	44,705	FF
Wage Range	G	35,330	36,743	38,213	39,742	41,332	42,986	44,704	46,493	G
Job Group II: Professional/Technical										
Wage Range	A	26,849	27,923	29,039	30,200	31,408	32,664	33,970	35,330	A
	AA	27,923	29,039	30,200	31,408	32,664	33,970	35,330	36,743	AA
Wage Range	B	29,039	30,200	31,408	32,664	33,970	35,330	36,743	38,213	B
	BB	30,200	31,408	32,664	33,970	35,330	36,743	38,213	39,742	BB
Wage Range	C	31,408	32,664	33,970	35,330	36,743	38,213	39,742	41,331	C
	CC	32,664	33,970	35,330	36,743	38,213	39,742	41,332	42,986	CC
Wage Range	D	33,970	35,330	36,743	38,213	39,742	41,332	42,986	44,705	D
	DD	35,330	36,743	38,213	39,742	41,332	42,986	44,704	46,493	DD
Wage Range	E	36,743	38,213	39,742	41,332	42,986	44,704	46,493	48,352	E
	EE	38,213	39,742	41,332	42,986	44,704	46,493	48,352	50,286	EE
Wage Range	F	39,742	41,332	42,986	44,704	46,493	48,352	50,286	52,297	F
	FF	41,331	42,986	44,704	46,493	48,352	50,286	52,297	54,389	FF
Wage Range	G	42,986	44,704	46,493	48,352	50,286	52,297	54,389	56,563	G
	GG	44,705	46,493	48,352	50,286	52,297	54,389	56,563	58,825	GG
Wage Range	H	46,493	48,352	50,286	52,297	54,389	56,563	58,826	61,179	H
	HH	48,352	50,286	52,297	54,389	56,563	58,826	61,179	63,626	HH
Wage Range	I	50,286	52,297	54,389	56,563	58,826	61,179	63,626	66,170	I
	II	52,297	54,389	56,563	58,826	61,179	63,626	66,171	68,817	II
Wage Range	J	54,389	56,563	58,826	61,179	63,626	66,171	68,817	71,570	J
	JJ	56,563	58,826	61,179	63,626	66,171	68,817	71,570	74,433	JJ
Wage Range	K	58,826	61,179	63,626	66,171	68,817	71,570	74,433	77,411	K
	KK	61,179	63,626	66,171	68,817	71,570	74,433	77,411	80,507	KK
Wage Range	L	63,626	66,171	68,817	71,570	74,433	77,411	80,506	83,727	L
	LL	66,170	68,817	71,570	74,433	77,411	80,506	83,727	87,076	LL
Wage Range	M	68,817	71,570	74,433	77,411	80,506	83,727	87,076	90,560	M
	MM	71,570	74,433	77,410	80,506	83,727	87,076	90,559	94,181	MM
Wage Range	N	74,433	77,410	80,506	83,727	87,076	90,559	94,181	97,949	N
	NN	77,410	80,506	83,727	87,076	90,559	94,181	97,948	101,866	NN
Job Group III: Division Heads/Supervisors										
Wage Range	A	33,970	35,330	36,743	38,213	39,742	41,332	42,986	44,705	A
	AA	35,330	36,743	38,213	39,742	41,332	42,986	44,704	46,493	AA
Wage Range	B	36,743	38,213	39,742	41,332	42,986	44,704	46,493	48,352	B
	BB	38,213	39,742	41,332	42,986	44,704	46,493	48,352	50,286	BB
Wage Range	C	39,742	41,332	42,986	44,704	46,493	48,352	50,286	52,297	C
	CC	41,331	42,986	44,704	46,493	48,352	50,286	52,297	54,389	CC
Wage Range	D	42,986	44,704	46,493	48,352	50,286	52,297	54,389	56,563	D
	DD	44,705	46,493	48,352	50,286	52,297	54,389	56,563	58,825	DD

2018 County Wage Structure

Office Professionals/General Laborer		START	6 MOS	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	W.R.
Wage Range	A	22,288	23,180	24,107	25,072	26,074	27,117	28,202	29,330	A
	AA	23,184	24,108	25,072	26,074	27,117	28,202	29,265	30,502	AA
Wage Range	B	24,108	25,072	26,074	27,117	28,202	29,329	30,502	31,722	B
	BB	25,072	26,074	27,117	28,202	29,330	30,502	31,722	32,991	BB
Wage Range	C	26,074	27,117	28,202	29,329	30,502	31,722	32,991	34,310	C
	CC	27,117	28,202	29,330	30,502	31,722	32,991	34,310	35,683	CC
Wage Range	D	28,202	29,329	30,502	31,722	32,991	34,310	35,683	37,111	D
	DD	29,330	30,502	31,722	32,991	34,310	35,683	37,111	38,595	DD
Wage Range	E	30,502	31,722	32,991	34,310	35,683	37,111	38,595	40,140	E
	EE	31,722	32,991	34,310	35,683	37,111	38,595	40,140	41,745	EE
Wage Range	F	32,991	34,310	35,683	37,111	38,595	40,140	41,745	43,416	F
	FF	34,310	35,683	37,111	38,595	40,140	41,745	43,416	45,152	FF
Wage Range	G	35,683	37,111	38,595	40,140	41,745	43,416	45,151	46,958	G
Job Group II: Professional/Technical										
Wage Range	A	27,117	28,202	29,329	30,502	31,722	32,991	34,310	35,683	A
	AA	28,202	29,330	30,502	31,722	32,991	34,310	35,683	37,111	AA
Wage Range	B	29,329	30,502	31,722	32,991	34,310	35,683	37,111	38,595	B
	BB	30,502	31,722	32,991	34,310	35,683	37,111	38,595	40,140	BB
Wage Range	C	31,722	32,991	34,310	35,683	37,111	38,595	40,140	41,745	C
	CC	32,991	34,310	35,683	37,111	38,595	40,140	41,745	43,416	CC
Wage Range	D	34,310	35,683	37,111	38,595	40,140	41,745	43,416	45,152	D
	DD	35,683	37,111	38,595	40,140	41,745	43,416	45,151	46,958	DD
Wage Range	E	37,111	38,595	40,140	41,745	43,416	45,151	46,958	48,836	E
	EE	38,595	40,140	41,745	43,416	45,151	46,958	48,835	50,789	EE
Wage Range	F	40,140	41,745	43,416	45,151	46,958	48,835	50,789	52,820	F
	FF	41,745	43,416	45,151	46,958	48,835	50,789	52,820	54,933	FF
Wage Range	G	43,416	45,151	46,958	48,835	50,789	52,820	54,933	57,129	G
	GG	45,152	46,958	48,835	50,789	52,820	54,933	57,129	59,414	GG
Wage Range	H	46,958	48,835	50,789	52,820	54,933	57,129	59,414	61,790	H
	HH	48,836	50,789	52,820	54,933	57,129	59,414	61,790	64,262	HH
Wage Range	I	50,789	52,820	54,933	57,129	59,414	61,790	64,262	66,832	I
	II	52,820	54,933	57,129	59,414	61,790	64,262	66,832	69,506	II
Wage Range	J	54,933	57,129	59,414	61,790	64,262	66,832	69,505	72,286	J
	JJ	57,129	59,414	61,790	64,262	66,832	69,505	72,286	75,178	JJ
Wage Range	K	59,414	61,790	64,262	66,832	69,505	72,286	75,177	78,185	K
	KK	61,790	64,262	66,832	69,505	72,286	75,177	78,185	81,312	KK
Wage Range	L	64,262	66,832	69,505	72,286	75,177	78,185	81,311	84,564	L
	LL	66,832	69,505	72,286	75,177	78,185	81,311	84,564	87,947	LL
Wage Range	M	69,505	72,286	75,177	78,185	81,311	84,564	87,947	91,465	M
	MM	72,286	75,177	78,184	81,311	84,564	87,946	91,464	95,122	MM
Wage Range	N	75,177	78,184	81,311	84,564	87,946	91,464	95,123	98,928	N
	NN	78,184	81,311	84,564	87,946	91,464	95,123	98,928	102,885	NN
Job Group III: Division Heads/Supervisors										
Wage Range	A	34,310	35,683	37,111	38,595	40,140	41,745	43,416	45,152	A
	AA	35,683	37,111	38,595	40,140	41,745	43,416	45,151	46,958	AA
Wage Range	B	37,111	38,595	40,140	41,745	43,416	45,151	46,958	48,836	B
	BB	38,595	40,140	41,745	43,416	45,151	46,958	48,835	50,789	BB
Wage Range	C	40,140	41,745	43,416	45,151	46,958	48,835	50,789	52,820	C
	CC	41,745	43,416	45,151	46,958	48,835	50,789	52,820	54,933	CC
Wage Range	D	43,416	45,151	46,958	48,835	50,789	52,820	54,933	57,129	D
	DD	45,152	46,958	48,835	50,789	52,820	54,933	57,129	59,414	DD
Wage Range	E	46,958	48,835	50,789	52,820	54,933	57,129	59,414	61,790	E
	EE	48,836	50,789	52,820	54,933	57,129	59,414	61,790	64,262	EE
Wage Range	F	50,789	52,820	54,933	57,129	59,414	61,790	64,262	66,832	F
	FF	52,820	54,933	57,129	59,414	61,790	64,262	66,832	69,506	FF
Wage Range	G	54,933	57,129	59,414	61,790	64,262	66,832	69,505	72,286	G
	GG	57,129	59,414	61,790	64,262	66,832	69,505	72,286	75,178	GG
Wage Range	H	59,414	61,790	64,262	66,832	69,505	72,286	75,177	78,185	H
	HH	61,790	64,262	66,832	69,505	72,286	75,177	78,185	81,312	HH
Wage Range	I	64,262	66,832	69,505	72,286	75,177	78,185	81,311	84,564	I
	II	66,832	69,505	72,286	75,177	78,185	81,311	84,564	87,947	II
Wage Range	J	69,505	72,286	75,177	78,185	81,311	84,564	87,947	91,465	J
	JJ	72,286	75,177	78,185	81,311	84,564	87,947	91,465	95,125	JJ
Wage Range	K	75,177	78,185	81,311	84,564	87,947	91,465	95,124	98,929	K
	KK	78,185	81,311	84,564	87,947	91,465	95,124	98,929	102,886	KK
Wage Range	L	81,311	84,564	87,947	91,465	95,124	98,929	102,886	107,002	L