AGREEMENT

BETWEEN

ST. CLAIR COUNTY

AND

ST. CLAIR COUNTY SHERIFF

AND

ST. CLAIR COUNTY SHERIFF DEPARTMENT EMPLOYEES

P.O.A.M.

ACT 312 ARBITRATION ELIGIBLE CLASSIFICATIONS

EFFECTIVE JANUARY 1, 2018 THROUGH DECEMBER 31, 2019

Table of Contents

ARTICLE I AGREEMENT 3
ARTICLE II PURPOSE AND INTENT 3
ARTICLE III RECOGNITION 3
ARTICLE VI MANAGEMENT RESPONSIBILITY 4
ARTICLE V CONTRACT SERVICES 4
ARTICLE VI AGENCY SHOP 4
ARTICLE VII UNION REPRESENTATION 5
ARTICLE VIII GRIEVANCE PROCEDURE 6
ARTICLE IX SENIORITY 9
ARTICLE X LOSS OF SENIORITY 9
ARTICLE XI DISCHARGE AND DISCIPLINE 10
ARTICLE XII LAYOFF AND RECALL 10
ARTICLE XIII POLICE OFFICERS' BILL OF RIGHTS 12
ARTICLE XIV EMPLOYEE RECORDS REVIEW 13
ARTICLE XV EQUIPMENT CARE AND USAGE 14
ARTICLE XVI MAINTENANCE OF PROFESSIONAL STANDARDS 14
ARTICLE XVII CAREER CHANGE AND ADVANCEMENT 15
ARTICLE XVIII WORKING HOURS 17
ARTICLE XIX SHIFT SELECTION AND PREMIUM PAY 18
ARTICLE XX OVERTIME 19
ARTICLE XXI LEAVE OF ABSENCE 21
ARTICLE XXII INJURY LEAVE WITH PAY 22
ARTICLE XXIII VETERANS 22
ARTICLE XXIV UNION BULLETIN BOARD 23
ARTICLE XXV PRISONER TRANSFER 23
ARTICLE XXVI RETIREMENT 24
ARTICLE XXVII PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT 29
ARTICLE XXVIII UNIFORM CLEANING ALLOWANCE 30
ARTICLE XXIX UNIFORM REPLACEMENT 30
ARTICLE XXX HEALTH CARE, LIFE AND DENTAL INSURANCE 31
ARTICLE XXXI EMPLOYEE LIABILITY 33
ARTICLE XXXII SERVICE RECOGNITION 33
ARTICLE XXXIII SICK DAYS AND DISABILITY 34
ARTICLE XXXIV VACATIONS 37
ARTICLE XXXV HOLIDAYS 38
ARTICLE XXXVI JURY DUTY 39
ARTICLE XXXVII SALARY 40
ARTICLE XXXVIII TERM OF AGREEMENT 41

ARTICLE I
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 "Co-employer", and the St. County Sheriff's Department Chapter, Police Officers Association of Michigan, hereinafter referred to as the "Union".

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

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

ARTICLE II
PURPOSE AND INTENT

2.1: The general purpose of this Agreement is to set forth terms and conditions of employment, so that the parties hereto, may in an orderly fashion carry out their mutual desire to work together harmoniously and continue to maintain relations between the Employer and the Union, which will serve to the best interests of all concerned.

2.2: To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between representatives of the parties hereto at all levels and among the local Union members.

ARTICLE III
RECOGNITION

3.1: The Union is hereby recognized as the exclusive representative of all 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:

Deputy
Detective

The Sheriff, Undersheriff, supervisory employees such as but not limited to, 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 and all other non law enforcement 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 VI
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 V
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 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.

ARTICLE VI
AGENCY SHOP

6.1: All current employees covered by this Agreement and all new employees hired after

the effective date of this Agreement shall, as a condition of continued employment, become members of the Union and pay the monthly Union dues uniformly required of union members or pay to the Union a representation fee as herein defined, effective thirty (30) calendar days after the effective date of this Agreement or date of hire whichever is later.

6.2: The representation fee shall be an amount as determined by the Union not to exceed normal dues which is equivalent to the actual cost for negotiations, grievance processing, and administration of this Agreement.

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

6.4: If the bargaining unit member fails to comply, the POAM shall give a copy of the letter sent to the delinquent bargaining unit member and following written notice to the Employer at the end of the fourteen (14) calendar day period:

6.5: "The POAM certifies that _____ has failed to tender the periodic representation fee required under the labor agreement and demands that, under the terms of this Agreement, the Employer deduct the delinquent representation fees from the collective bargaining unit member's salary." (The POAM certifies that the amount of the representation fee includes only the proportionately equivalent amount necessary for negotiations, grievance processing, and administration of this Agreement.)

6.6: The Employer, upon receipt of said notice and request for deduction, shall act pursuant to Labor Contract. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The POAM in enforcing this provision agrees not to discriminate between bargaining unit members. The Union will defend and indemnify the Employer against all liability the Employer may incur by reason of deductions made pursuant to this paragraph.

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

ARTICLE VII
UNION REPRESENTATION

7.1: The Union shall be represented to the Employer by no more than five (5) recognized officers. 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 officers shall be permitted to represent the employees to the

Employer in matters of negotiation, grievances, or concerns of the membership. No more than two (2) employees may be paid if scheduled to work when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Union in all other matters unless otherwise stipulated. The employee(s) shall have exclusive and sole authority and power to select who shall represent them to the Sheriff and/or County, and shall have full responsibility to arrange for said representation.

7.3: The Employer shall grant a leave of absence not to exceed an accumulative fourteen (14) days a year to bargaining unit members selected for attendance at Union conventions or activities. Be it provided, however, that not more than one (1) employee shall be granted leave at any one time and that such leave shall be without pay unless the employee utilizes vacation leave. Be it further provided, that such request shall be made in writing no less than four (4) weeks in advance.

7.4: The local Union President shall work a steady day shift.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1: Step 1

A. Any Employee having a specified grievance alleging a violation of this Agreement, a violation or deviation from an established County or departmental policy or procedure, or a failure of the County or department to comply with a policy, procedure, method, practice or regulation of the County or department shall, within fifteen (15) working days 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 shall be entitled to have a Union representative and Business Agent present at this step. Therefore, Union representation must be available within a reasonable amount of time.

B. Any employee may request the Sheriff or the designated representative of the Sheriff to call one of the designated local Union representatives to handle a specified grievance with the Sheriff or the designated representative of the Sheriff. In this case, the Union representative will be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Sheriff's Department.

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

i. A grievance shall be considered proper provided it alleges a violation of this Agreement, a violation or deviation from an established County or departmental policy or procedure, or a failure of the County or department to comply with a policy, procedure, method, practice or regulation of the County or department.

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

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

iv. No fewer than two (2) recognized officers of the bargaining unit and the business agent of the POAM 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 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 after the meeting or adjourned meeting at Step 1. In this case a meeting will be arranged within fifteen (15) working days between the designated representative of the Union, the Business Agent, the Grievant(s), and the Sheriff or the Sheriff's designated representative for the purpose of attempting to settle the grievance at the department level. The Sheriff or designee shall provide a written decision within ten (10) working days to the Union.

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

8.3: Step 3

A. Grievances shall be considered settled at Step 2 unless delivered to the Human Resources Office within seven (7) calendar days after completion of Step 2. The Human Resources Director shall serve as the County's Grievance Representative and shall be empowered to resolve all grievances within the terms of the Collective Bargaining Agreement.

B. Such notice shall contain a request by the Union that a hearing be held at the earliest convenient date possible. At such hearing both the Union and the Employer Representative(s) may request the presence of any and all parties who have been involved in the grievance up to this step.

C. At such hearing the 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 in writing within ten (10) work days excluding holidays and weekends following the hearing.

E. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the parties.

F. It is agreed that Saturday, Sunday and holidays shall not be counted in computing time limits provided herein, except when such time limits are measured in weeks.

G. The grievance shall be considered settled at Step 3 unless written notice is delivered to the Human Resources Office within thirty (30) calendar days after the completion of Step 3. A grievance shall be considered resolved and shall not be advanced through the grievance procedure when the parties are agreed upon a remedy.

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

8.4: Step 4

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

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

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

C. The fee and expenses of the arbitrator shall be 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 in cases of alleged violations, misinterpretations, or misapplication of a specified article and section of this Agreement.

E. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, nor shall the arbitrator be empowered to award damages or establish salary schedules or classifications except as provided in Article 17 - Career Change and Advancement, Section

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

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

ARTICLE IX
SENIORITY

9.1: New full time employees hired in the Unit or full time employees who obtain MCOLES Certification while in a law enforcement classification shall be required to serve an orientation period of nine (9) calendar months from the actual date of assuming the position or obtaining certification, whichever is greater. 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 full time continuous employment with St. Clair County.

B. Department Seniority - The most recent date of full time continuous employment with the St. Clair County Sheriffs Department. 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.

D. Law Enforcement Seniority - the most recent date of full time continuous employment as a Certified Law Enforcement Officer Classification with the St. Clair County Sheriff's Department.

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

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

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

ARTICLE X
LOSS OF SENIORITY

10.1: An employee shall lose all seniority for the following reasons only:

A. Is discharged and the discharge is not reversed.

B. The employee is absent for two (2) consecutive working days without

notification to the ranking duty officer(s) during the two (2) day period. Exceptions may be made by the Sheriff 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 XI
DISCHARGE AND DISCIPLINE

11.1: The Employer agrees to promptly, upon the discharge or discipline of an employee, notify in writing one of the local designated representatives of the Union of the discharge or discipline. The employee shall be entitled to have a local designated representative of their own choice present when discipline is administered provided it is reasonable to do so, but shall not unduly disrupt or delay the administration of discipline. Therefore, Union representation should be readily available within a reasonable amount of time. The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same, and a copy of a complaint giving rise to a disciplinary action prior to such action becoming part of the Employer's records. The employee shall have the right to prepare a written statement as it relates to the discipline which shall be incorporated in the Employer's record with the discipline.

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

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

ARTICLE XII
LAYOFF AND RECALL

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

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

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

D. 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.

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

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

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

ARTICLE XIII
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 XIV
EMPLOYEE RECORDS REVIEW

14.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee record file. A request must be made in writing. Within three (3) business days of receipt of the request, the Employer shall provide a location reasonably near the employee's place of employment and during normal working hours.

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

14.3: The employee may request to receive copies of all disciplinary actions taken against

the employee. The Employer shall provide copies of all such documentation at the expense of the employee.

14.4: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Employer. The Employer shall not transmit, or otherwise make available to a third party, disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old, except when ordered to do so in a legal action or arbitration.

ARTICLE XV
EQUIPMENT CARE AND USAGE

15.1: Proper maintenance, care and usage of all equipment is essential to the well-being and safety of the 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 that 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 XVI
MAINTENANCE OF PROFESSIONAL STANDARDS

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

A. When the employee is scheduled on a day off the employee shall receive

compensation at the rate of time and one-half (1 1/2) for time actually spent in training including breaks and meal(s).

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

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

16.3: When the Employer orders training, retraining, or education, the Employer shall reimburse the employee(s) for travel expenses if the employee utilized a personal vehicle in advance of such training, retraining or education. Proof for out-of-pocket expenses shall be required by the County in order to provide reimbursement.

ARTICLE XVII
CAREER CHANGE AND ADVANCEMENT

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

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 17.11.

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 days. An employee shall apply in writing during those ten (10) days, to be considered for the position. The vacancy shall be filled within 180 days of the posting provided the process is undisputed by any bargaining unit member.

17.4: Members of the bargaining unit who compete for a transfer or promotion to Detective or 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 total score shall be made utilizing the following method of accreditation:

45% written examination
45% oral interview
10% bargaining unit seniority

A. A passing score shall mean correctly answering seventy percent (70%) or more of the questions comprising the written examination. Only those candidates who have passed the test shall be eligible to compete further for the position(s).

B. The Sheriff shall have exclusive authority to conduct and determine the composition of the oral interview. Provided however, the Sheriff shall comply with state and federal regulations which may apply in determining questions

and scoring of the oral interviews.

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

17.5: The Employer shall not be prohibited from external recruitment of Deputies. All externally and internally recruited candidates shall be required to compete on the same basis. The remaining classifications may only be recruited when there are no internal candidates who have applied.

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

17.7: Candidates for Detective and Sergeant must have five (5) years of MCOLES Certification with the St. Clair County Sheriff Department.

17.8: An employee promoted or transferred to a full time position shall be subject to a nine (9) month orientation period. 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.

17.9: Promotion list (points for exam results, oral interview and seniority) shall be maintained for one (1) year from the date of promotion. In the event of any vacancy in the classification, the Sheriff shall appoint the candidate with the highest point total. A promoted employee will be compensated at their current rate until they have successfully completed the required training or education for the higher paying position. In the case of a road deputy, his/her classification seniority (deputy) shall not begin until successful completion of the basic police academy and given police powers through official appointment by the Sheriff.

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

17.11: 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 Deputy for those who previously held the position.

D. In the event that a Detective requests, and is approved for, a voluntary demotion, they shall revert back to the classification of Deputy and shall retain their law enforcement seniority.

Requests for voluntary demotion shall be limited to Detectives with a minimum of five (5) years of seniority in the Detective classification, except where there are extenuating circumstances. Approval or denial is at the sole discretion of the Sheriff.

17.12: 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.

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

ARTICLE XVIII
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.

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

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

18.4: 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.

18.5: The lunch period shall consist of thirty (30) minutes, 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.

18.6: Employees regularly scheduled to work eight (8) hour shifts, shall have a minimum of twelve (12) hours off between regularly scheduled shifts, unless mutually agreed, or the

Employer shall pay overtime for the period less than twelve (12) hours.

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

ARTICLE XIX
SHIFT SELECTION AND PREMIUM PAY

19.1: The Sheriff shall endeavor to grant shifts among full time Deputies.

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

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. The Sheriff shall allow the employee(s) to select both shift and days of work for the calendar year at the same time the employee(s) select(s) vacation for the calendar year. The Sheriff shall endeavor to accommodate selection of shift starts by classification seniority consistent with meeting the operating needs of the department except where operational requirements (including but not limited to: special qualifications, etc.) require the presence of a particular employee and/or skill on a given shift.

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.

19.4 In the event the Sheriff determines the need to alter shift strength, the Sheriff shall first seek a volunteer. If there are not sufficient volunteers, employees shall be reassigned in order of lowest classification seniority on the shift from which employees are to be reassigned. Except in the event of an emergency, involuntary reassignments will be provided with a minimum of 72 hours notice unless the member waives such notice. Members may voluntarily exchange shifts subject to the approval of the Sheriff.

Change of shift during the year shall not cause the elimination of a pre-approved vacation selection (except in the case of an emergency).

19.5: 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.

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

19.7: 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.

19.8: 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.

19.9: A position which is funded, in part or in whole by a local millage, state or federal

grant or a contract with another political subdivision, shall not be subject to this Article but shall be scheduled at the discretion of the Sheriff. When contracted patrol assignments are available, those individuals who indicate their interest in such assignments will be considered by the Sheriff. Such assignments will generally be for one (1) year in duration.

19.10: Field Training Officer (FTO) assignments may be made at the sole discretion of the Sheriff. For each shift that a certified training officer is assigned a trainee, the FTO will receive one and a half (1.5) additional hours of pay at the rate of one and one-half times the officer's regular rate of pay.

ARTICLE XX
OVERTIME

20.1: Overtime shall be paid at a rate of one and one-half (1 1/2) times for all hours worked beyond the regularly scheduled shift, provided the shift is at least eight (8) hours long. Overtime shall be paid at a rate of one and one-half (1 1/2) times for hours worked beyond forty (40) hours in a week based on an average forty (40) hours a week on a seven week schedule. Be it provided that overtime does not compound by the definition of hours in a day or a week.

20.2: Overtime hours shall be divided as equally as possible among full time employees in the same classification. Whenever overtime is required, the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours. If no one in the classification is available, it may be offered to the next low-houred, qualified employees in other classifications. If the employee was unavailable or did not choose to work, they will be charged the average number of overtime hours of employees working during that period (three hours minimum). Overtime hours will be computed form January 1 through December 31 each year. Court time shall not be recorded as overtime hours in attempting to equalize overtime hours.

20.3: 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. Be it provided the Sheriff will make a reasonable effort based upon the circumstances to compel overtime based on seniority to a maximum of eight (8) hours in a calendar week excluding the right to compel overtime as described in 20.7: of this Article.

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

20.5: A message left on an employee's answering machine shall constitute an attempt to provide overtime and be considered a refusal if left unanswered by the employee.

20.6: Employees called in to work shall be guaranteed a minimum three (3) hours pay at time and one-half (1 1/2), including court time.

20.7: The Employer shall have the right to hold over or call in early employees in as determined by the Department Head. Such hold-over or call-in early shall be as nearly evenly divided into the shift as circumstances permit.

20.8: In the event of 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 20.2.

B. If Step 20.8: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 20.8: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 20.8:C does not result in sufficient staffing, the least senior employee from the shift preceding the shift with the available hours shall be compelled to work the overtime consistent with 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.

20.9: Special Deputies shall not be used to replace regularly scheduled full-time Deputies as a means of avoiding overtime payment.

20.10 An employee required to appear in Court at a time other than when scheduled to work, provided such Court appearance is related to departmental business, shall be eligible for one and one-half (1 1/2) times the prevailing hourly rate of the employee. 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.

20.11: Overtime and compensatory time must be approved by the Sheriff. The Employee shall determine whether to compensate hours worked outside an employee's normal scheduled hours of work with overtime pay or compensatory time. Employees eligible for compensatory time as designated by the Sheriff shall accrue compensatory time in accordance with the following:

A. Compensatory time shall not accrue beyond eighty (80) 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. Part Time employees are not eligible for compensatory time.

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

ARTICLE XXI
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 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 with FMLA, 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.

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 21.5 and 21.6 may be waived by the Employer, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted, unless it can be shown that such waiver was unreasonably withheld.

ARTICLE XXII
INJURY LEAVE WITH PAY

22.1: Any illness or injury to a certified police officer 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 a Worker's Compensation leave. Worker's Compensation is governed by Board Policy and Procedures and is subject to change. 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. The employee receiving salary will receive a check directly from Worker's Compensation. The Employer shall continue to provide the employee a regular pay check minus the monies received from Worker's Compensation and all other authorized payroll deductions. The employee who is not receiving regular salary shall retain the Worker's Compensation payment.

22.3: In the event the employee no longer receives full pay after the first six (6) months, the employee may elect to continue to receive compensation from the County using accrued sick, vacation, compensatory or float days. Be it provided that sick, vacation, compensatory or float days shall be deducted from the employee's accrued sick, vacation, compensatory or float day reserve at a rate of one-quarter (1/3) day each workday of disability or at a rate of one (1) 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. 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 XXIII
VETERANS

23.1: The applicable seniority rights of an employee who now or hereafter is a member of the Armed Forces of the United States shall accrue during the period of their military service for reinstatement purposes, subject to the following:

A. That the returning veteran shall submit their application for reinstatement within one hundred and twenty (120) days of their honorable discharge or

hospitalization continuing after discharge.

B. That the veteran is physically and mentally able to perform a job in the unit covered by the Agreement.

C. That the moral reputation of the veteran is then reasonably within the standards commonly required for law enforcement officers.

23.2: Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulation, will be granted leaves of absence for a period not to exceed a period equal to their applicable seniority, while in full time attendance in school under applicable federal laws in effect at the time of the honorable discharge of said veteran.

23.3: The mandatory provisions of federal laws and the state of Michigan having to do with the rights of veterans shall be recognized by the parties, hereto.

ARTICLE XXIV
UNION BULLETIN BOARD

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

A. Notices of Union recreational and social events.

B. Notices of Union elections.

C. Notices of results of Union elections.

D. Notices of Union meetings.

ARTICLE XXV
PRISONER TRANSFER

25.1: In the event of a scheduled extradition (out of state prisoner transfer) the Sheriff shall assign one (1) Deputy or Detective 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 Officer.

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

25.4: A minimum of two (2) certified officers from the department shall be required to transfer dangerous felons or unstable persons, as determined by the Employer on an intra-state transfer.

ARTICLE XXVI
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 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.

26.3: The St. Clair County Retirement System provides eligible employees with a Defined Benefit Pension Plan. A defined benefit plan is a retirement plan that establishes an annual and monthly pension amount based on an employee's years of service and final average compensation. Participation in the Defined Benefit Plan is mandatory among eligible employees as defined and set forth in 30.1. Terms and conditions of the Defined Benefit Plan are addressed in the Retirement Plan booklet.

26.4: 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.

26.5: The St. Clair County Retirement System provides eligible full time employees (hired to a full time position before January 6, 2011) 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, hired to a full time position before January 6, 2011, 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, hired to a full time position before January 6, 2011, 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 employee shall have the option to contribute to a 457 Deferred Compensation Plan rather than contribute to the Retiree Health Care Trust Fund Account. An employee that contributes to the 457 Deferred Compensation Plan shall not be entitled to retiree health care paid by the Retirement System upon retirement. Terms and conditions of the 457 Deferred Compensation Plan follow:

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

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

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

C. Upon retirement the employee may at his or her discretion use contributions to the 457 Deferred Compensation Plan to purchase retiree health care from

the Retirement System provided the employee has a minimum of eleven (11) or more years of contributed service in the Retirement System.

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

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

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 shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

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

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

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

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

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

classifications or any combination thereof. Prior classifications of Matron and Turnkey shall be synonymous with Corrections Officer and Dispatcher synonymous with Communications Officer for the purpose of this Section.

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.

26.10: 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.

26.11: 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.

26.12: 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.

26.13: If an employee was a full time contributing member of the Defined Benefit Plan prior to July 1, 2012, subsequently becomes a part time ineligible member and thereafter returns to full time employment without a break in employment, such an employee will remain eligible for participation in the Defined Benefit Plan upon meeting the following conditions:

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

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

If an employee was a full time contributing member of the Retirement Health Care Trust Account prior to January 6, 2011, subsequently becomes a part time ineligible member and thereafter returns to full time employment without a break in employment, such an employee will remain eligible for participation in the Retirement Health Care Trust Account upon meeting the following conditions:

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

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

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

26.14: Retirement shall be computed on the base salary, overtime pay, service recognition, educational premium, and vacation accrual payoff 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. Vacation payoff in excess of one hundred and fifty (150) hours in the FAC period.

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

The Union and the County agree that if the provisions of the Employee Compensation Best Practices Requirements are implemented, the County and the bargaining unit will meet and

negotiate a hybrid pension plan to meet the provisions as identified in order to continue to receive EVIP payments (formerly known as Statutory Revenue Sharing).

ARTICLE XXVII
PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT

27.1: Each full time certified Police Officer 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 Police Officer 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.

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

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

27.6: Approval of the request for reimbursement shall be contingent upon available funding, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The Sheriff shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies. Approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. A denial of a request shall be provided in writing.

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

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

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

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

attainment of a degree or certification. Nor will attainment of a degree entitle an employee to premium pay identified in Section 1 or Section 2 of this Article. Section 1 and Section 2 shall continue to apply to those certified police officers hired prior to January 1, 1992 who complete or obtain a degree at their own expense.

27.11: An employee shall not be entitled to attend class or complete class assignments during their regularly scheduled working hours at the expense of the County, unless authorized by the Sheriff. Nor shall the employee be entitled to utilize the resources of the County including supplies, equipment, or personnel without written authorization of the Sheriff. Failure to comply with either provision may result in forfeiture of reimbursement for course expenditures or discipline including termination of employment or both.

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

ARTICLE XXVIII
UNIFORM CLEANING ALLOWANCE

28.1: Full time employees required to wear a uniform will be provided four hundred ($400.00) dollar annual cleaning allowance. The uniform shall be provided by the Sheriff. Full time employees required to wear a uniform will be reimbursed up to seventy-five ($75.00) dollars per year for uniform footwear purchased 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: All uniforms shall become the property of the Sheriff's 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.

28.3: A certified law enforcement officer not required to wear a uniform shall be entitled to five hundred dollars ($500.00) annually as clothing/cleaning allowance.

28.4: The allowance shall be paid on the last pay period of December each year as reimbursement of the entire year's cleaning expenses. Employees who worked less than a year shall receive a prorated cleaning allowance.

ARTICLE XXIX
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 XXX
HEALTH CARE, LIFE AND DENTAL INSURANCE

30.1: Each regularly scheduled full time employee shall be eligible to participate in the Blue Cross/Blue Shield (BC/BS) Community Blue Option 8 Plan with the following features that are not inclusive of all benefits:

Core 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 Deductibles
$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 Health Care Services
Heritage Vision - Vision Care
HCA – Hearing Care

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

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

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

C. In accordance with Public Act 152, effective July 1, 2012 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.

If a court finds the requirements of Public Act 152 to be invalid, the County and the Union agree to meet and negotiate the annual Employee Premium Coshare amounts.

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 – Health Care, Life and Dental Insurance, the Union and the County shall enter into collective bargaining with the purpose of establishing the health care coverage plan and employee premium coshare amounts for eligible members of the bargaining unit.

All employee plan costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The plan cost(s) shall be paid in equal bi-weekly installments over the 26 annual pay periods.

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

A. Option I – Non-Participation Compensation

Full time employees who are eligible for health plan coverage but who choose not to participate shall be entitled compensation in lieu of benefits. The compensation will be paid in equal bi-weekly amounts in accordance with the annual amounts following:

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

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

A. OPTION I

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

B. OPTION II

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

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

A. CORE PLAN

* Plan 100/50/50 to an annual maximum of $1000 per individual.
* Orthodontia Class III Plan 50/50 to a lifetime maximum of $1500 of $3000 per individual.

B. OPTION I

* $200 to a flexible reimbursement account.

C. OPTION II

* $150 Cash Rebate.

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

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

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

30.8: Employees of the County, that have a spouse working for or retired from the County or County agency, shall not be eligible for dual County health insurance, 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.

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

ARTICLE XXXI
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 XXXII
SERVICE RECOGNITION

32.1: The Employer shall recognize years of continuous full time service of those employees hired on or before June 30, 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
5 - 9	2%
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 XXXIII
SICK DAYS AND DISABILITY

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

33.2: Full time regular employees shall be entitled to accrue sick days to a maximum of thirty (30) days as defined in article 33.1. For purposes of payroll due to retirement or termination of employment for any reason, accrued sick days shall be calculated to reflect eight (8) hour days. Sick days shall not accrue on an unpaid leave of absence. Sick days shall accrue on a paid leave of absence.

If a leave balance is available, employees are ineligible for Absence Without Pay (AWOP0, unless approved by the Sheriff.

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

33.4: 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. 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.

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

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

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

33.8: 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 may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.
33.8: The County shall provide the disabled employee salary continuation from the twenty-ninth (29th) calendar day to the one hundred and eightieth (180th) calendar day from disability. During the disability period the employee shall be entitled to continuation of the fringe benefits enjoyed immediately prior to disability. Be it provided that fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

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, long term disability salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. Long term disability salary continuation for the duration of the illness or injury is subject to the administrative terms and conditions

established by the insurance carrier. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions.

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

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

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

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

33.13: An employee on an approved disability leave using sick days, salary continuation or disability insurance, shall be subject to all the provisions of Article XX1 Leave of Absence.
33.15: The employee must promptly notify their supervisor of their absence or be subject to discipline.

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

Months of Service	% of Accrual
12 to 24	20%
25 to 36	30%
37 to 48	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.

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

A. The employee shall retain accrued sick days to a maximum of thirty (30) days as defined in Article 33.1 and 33.2.

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

33.16: An employee with a maximum accrual of sick hours shall be entitled to an annual bonus payment of five hundred dollars ($500.00) when all of the following applicable criteria are met:

A. The employee regularly scheduled to work an eight (8) hours shift has accrued the maximum of two hundred and forty (240) hours or an employee regularly scheduled to work a twelve (12) hour shift has accrued three hundred and sixty (360) hours at any time in a calendar year.

B. The employee regularly scheduled to work an eight (8) hour shift shall have used no more than twenty-four (24) hours of accrued sick time in the calendar year.

C. The employee regularly scheduled to work a twelve (12) hour shift shall have used no more than thirty-six (36) hours of accrued sick time in the calendar year.

D. In the event the employee satisfies the criteria applicable to the hourly shift schedule that affects him or her, the five hundred dollar ($500.00) bonus will be paid to the employee in the first pay period in the following calendar year.

The use of sick time as approved funeral leave pursuant to Section 33.4, shall not be counted as sick time used for purposes of the non-usage bonus computation.

33.17: 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 day 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.

ARTICLE XXXIV
VACATIONS

34.1: Employees shall be entitled to vacation hours according to the following schedule:

Years of Service	Full Time Employees Hours
1 - 2	40
3 - 4	80
5 - 9	128
10 - 14	148
15 - 19	172
20 - 24	188
25+	212

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

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

34.4: A full time employee shall not be entitled to carry forward more than eighty (80)

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

34.5: Vacation selection among full time employees shall be made before the start of each year on the basis of classification seniority. The member with the most classification seniority will be allowed to choose first, then the next most senior, etc. Members 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.

34.6: The Employer shall allow vacation to fifteen percent (15%) of the active full time employees in a classification. 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.

34.7: Fifteen percent (15%) of the actively scheduled Deputies may be granted vacation at any time. The Employer shall have exclusive authority to grant additional Deputies vacation time.

34.8: 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.

34.9: Upon termination, retirement or death, the employee or beneficiary or the employee's estate shall be paid the total accrued unused vacation days and a prorated payoff of vacation time from their date of separation retroactive to their last anniversary of employment. Be it provided, however, that such payoff of unused days shall not exceed two hundred and eighty (280) hours or three hundred and twenty (320) hours of unused vacation time credit as per Section 34.4 above.

ARTICLE XXXV
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 time and a half (1 1/2) their hourly rate plus eight hours 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: Effective January 1, 2002, and each January thereafter, 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 Road Patrol Captain 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 35.4 above. Such option shall not be available to any member carrying the maximum of 280 hours or 320 hours as provided in Article 34, Section 34.4.

35.6: Employees in classifications not scheduled to work weekends shall celebrate the holiday on the preceding Friday if it falls on a Saturday or on the following Monday if it falls on a Sunday.

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

ARTICLE XXXVI
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 XXXVII
SALARY

1.0% Effective January 1, 2018

CLASSIFICATION	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
DEPUTY	$41,128	$45,271	$49,829	$54,047	$59,487	$65,478
DETECTIVE	$57,649	$59,992	$62,159	$64,552	$67,023	$69,621

January 1, 2019 – Wage Reopener

During the calendar period of October 1, 2018 through December 31, 2018 the Union may request a meeting with representatives of the County to bargain a mutually acceptable wage for the 2019 contract term. The Union request, if forthcoming, shall be made in writing. The parties are agreed that the 2019 contract term wage shall be the only topic of bargaining unless otherwise mutually agreed by the parties.

ARTICLE XXXVIII
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 Agreement shall continue in operation and effect after December 31, 2019 subject to termination or modification, thereafter by either party upon ten (10) calendar day's written notice. 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 28th day of. December, 2017

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

James A. Tignanelli, Business Agent
POAM

ST. CLAIR COUNTY DEPUTY
SHERIFF'S ASSOCIATION

John Maxey, President

THE COUNTY OF ST. CLAIR

Jeff Bohm, Chairman
Board of Commissioners

Jay DeBoyer, County Clerk

Timothy Donnellon, Sheriff