AGREEMENT

BETWEEN

ST. CLAIR COUNTY
BOARD OF COMMISSIONERS

AND

ST. CLAIR COUNTY SHERIFF

AND

ST. CLAIR COUNTY
SHERIFF DEPARTMENT SUPERVISORS
COAM

JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

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AGREEMENT

This Agreement made and entered into for the period of January 1, 2018 through December 31, 2020 between the Board of Commissioners of the County of St. Clair, state of Michigan, and the Sheriff of the County of St. Clair, hereinafter referred to as the "Employer", and the St. Clair County Sheriff's Department Supervisors - COAM "Union".

This Agreement is subject to the terms of the Local Financial Stability and Choice Act PA 436 of 2012, and as a result if an emergency manager is appointed he/she shall have the right to reject, modify or terminate this collective bargaining agreement as provided in the Local Financial Stability and Choice Act.

Inclusion of the language required under section 15 (7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 436 of 2012 (Local Financial Stability and Choice Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

PURPOSE AND INTENT

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 service to the best interests of all concerned.

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 1
RECOGNITION

The Union is hereby recognized as the exclusive representative of all M.C.O.L.E.S. required classifications of Sergeants, Lieutenants and Captains of the St. Clair County Sheriff Department for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions for the term of this Agreement.

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

ARTICLE 2
MANAGEMENT RESPONSIBILITY

SECTION 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 the 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 3
CONTRACT SERVICES

SECTION 1

Due to the high cost of maintaining and operating the Sheriff 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.

SECTION 2

The Sheriff and County shall have exclusive responsibility and authority to determine the need for providing contract services.

SECTION 3

Be it provided, however, the Union shall be notified of all contract services within five (5) County business days of the contract. 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.

SECTION 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 provisions of this Agreement.

ARTICLE 4
UNION SECURITY

SECTION 1

Employees covered by this Agreement at the time it becomes effective, and who are or become members of the Union, shall be required as a condition of employment, to continue membership or pay a service fee to the Union, for the duration of this Agreement.

SECTION 2

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become

members of the Union or to pay a service fee to the Union for the duration of this Agreement on or before the thirtieth (30) calendar day following such effective date.

SECTION 3

Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become a member of the Union or to pay a service fee to the Union for the duration of this Agreement on or before the ninetieth (90) calendar day following the beginning of their employment in the Bargaining Unit.

SECTION 4

An employee who shall tender through payroll deduction the periodic dues or service fee uniformly required shall be deemed to meet the qualifications of this Article. The amount of dues and/or service fee shall be determined from time to time by the Union as necessary for negotiations, grievance processing and administration of this Agreement.

SECTION 5

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 conduct taken by the County for the purposes of complying with the provisions of this Article. It is further agreed that neither any employee nor the Union shall have any claim against the County for any deductions made or not made, as the case may be, except that the County shall be responsible to provide the Union with dues deducted from the employee's 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 5
UNION REPRESENTATION

SECTION 1

Employees covered by this Agreement shall be represented on all matters of application to this Agreement, including the grievance procedure, by one (1) steward and/or a Chapter Chairperson.

SECTION 2

Employees covered by this Agreement shall be represented by a Bargaining Committee selected by the Union, and the Employer agrees to pay no more than one (1) member of the Union's Bargaining Committee their regular pay and benefits during regularly scheduled hours of work. Meetings shall be mutually agreed in advance by the parties. Nothing shall prohibit the representatives from meeting during regularly scheduled day shift hours.

SECTION 3

The representatives of the Union shall suffer no loss of pay or benefits for representing members of the Bargaining Unit on all matters of application of this Agreement, including the presentation of grievances, negotiations of changes and terms and conditions of employment during regularly scheduled hours of work.

SECTION 4

The Union shall notify the Human Resources Director in writing of names, classifications, and departments of all local representatives of the Union. Members of the

unit who are not officially identified as Union Representatives shall not be recognized or permitted to represent the interest of other members of the Union to the Employer. Changes in union representation shall be made, in writing, to the Human Resources Director in prompt fashion.

ARTICLE 6
GRIEVANCE PROCEDURE

STEP 1

A. Any employee having a specified grievance alleging a violation of this Agreement, a violation or deviation from an established County or Department policy or procedure, or a failure of the County or Department to comply with a policy, procedure, method, practice or regulation of the County or Department shall, within fifteen (15) calendar days excluding holidays and weekends of the alleged grievance, as defined in Step 3.F., 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 present at this step.

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

C. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union shall discuss the grievance with the Sheriff or designated representative. The Union shall advise the Sheriff or designated representative that the discussion is the first step of the grievance procedure or the grievance will be considered improper and not subject to advancement through the grievance procedure. The grievance must be discussed within fifteen (15) calendar days excluding holidays and weekends of the occurrence of the facts on which the grievance is based. Be it provided, that the Union shall be required to demonstrate that the matter grieved conforms to the definition of a grievance as defined in Step 1.A., or the grievance shall be determined inappropriate.

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 within five (5) calendar days excluding holidays and weekends after the meeting or adjourned meeting at Step 1. In this case, a meeting will be arranged within ten (10) calendar days excluding holidays and weekends as defined in Step 3.F. with the designated Union Representative and the Sheriff or designated representative for the purpose of attempting to settle the grievance at the departmental level.

STEP 3

A. Grievances shall be considered settled at Step 2 unless written notice is delivered to the Human Resources Department within seven (7) calendar days excluding holidays and weekends after the completion of Step 2 as defined in Step 3.F.

B. Such notice shall contain a request by the Union that a hearing be held within two (2) weeks of the delivery of said notice, or at the earliest convenient date possible, for the disposition of said grievance. At such hearing both the Union and the Employer 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 Employer may be represented by one or more representatives and the Union may be represented by its Local Union Representative theretofore designated as Grievance Representative and such other Union representatives it wishes to have present.

D. The designated representative of the Employer shall deliver the opinion of the Employer, relative to the grievance to the Union, in writing, within two (2) calendar days excluding holidays and weekends as defined in Step 3.F 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 Union and the Employer.

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 rather than days.

G. Grievances shall be considered settled at Step 3 unless written notice is delivered to the Human Resources Director within thirty (30) calendar days after completion of Step 3.

H. Failure of the Employer 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.

STEP 4

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

A. The Union shall, within thirty (30) calendar days following the County's decision at Step 3, notify the County of the Union's intention to pursue arbitration or the matter will be untimely.

B. The Union shall within (30) calendar days following notice of intent pursuant to A. above, request arbitration through the American Arbitration Association for the purposes of selecting an arbitrator only or as otherwise mutually agreed by the parties or the matter will be untimely. The Union and/or Sheriff shall have the option to mutually select an arbitrator or to select an arbitrator through the American Arbitration Association.

C. The fee and expenses of the Arbitrator shall be borne solely and completely by the losing party as determined by the arbitrator. 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 expense incurred by calling witnesses, shall be borne by the parties incurring such expenses.

D. The Arbitrator shall be limited to apply and interpret those Articles and Sections of this Agreement and shall have powers as hereby limited by application of Step 1.A. of this Article, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of a specified Article and Section of this Agreement.

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

F. The Arbitrator, in rendering a decision, shall give full recognition to the whole of this 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 7
UNION DUES AND PAYROLL DEDUCTIONS

SECTION 1

CHECK OFF:

A. The Employer agrees to deduct from the wages of any employee, all union membership dues or service fees, as provided in a designated written authorization form. The executed written authorization for union dues or service fee deduction shall remain in full force and effect during the period of the Contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to the expiration of this Agreement. The termination notice must be given both to the Employer and the Union.

B. The dues will be authorized, levied and certified in accordance with the constitution and by-laws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certification by the Secretary-Treasurer of the local Union regarding the amounts to be deducted.

SECTION 2

Remittance of Dues and Fees:

A. Check off deductions under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first two pay periods of each month. Be it provided that the last dues or service fees deduction of any calendar year shall be adjusted the final pay of the year to reflect the amount of normal monthly union dues or service fees.

AUTHORIZATION FORM

TO:_____
Employer

I hereby request and authorize you to deduct from my earnings one of the following:

( ) An amount established by the Union as monthly dues.
( ) An amount equivalent to monthly Union dues, which is established as a service fee.

The amount deducted shall be paid to the Command Officers Association of Michigan.

BY:_____
Print Last Name First Name

_____
Address City & State Zip Telephone

_____
Department Classification

_____
Signature Date

B. Deductions for any calendar month shall be remitted to the Command Officers Association of Michigan, with the alphabetical list of names and the amount deducted, no later than the fifth (5th) working day of the month, following the month in which they were deducted.

C. The Employer shall notify the Union of the names and addresses of employees who are newly hired, rehired, transferred or reinstated into the Bargaining Unit and of the names and addresses of employees who are no longer subject to deductions because of employment status.

SECTION 3

The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result from any conduct taken by the County for the purposes of complying with the provisions of this Article and Article 4 - Union Security. It is further agreed that no employee 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 or service fees deducted from the employee's pay. In no case shall the County be responsible to pay the employee an amount equal to dues or service fees which may or may not have been deducted and paid to the Union.

ARTICLE 8
SENIORITY

SECTION 1

New employees hired into the Unit shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of employment. The Union shall not represent the probationary employee upon release from employment except as when such release is for reason of Union activity and not work performance.

SECTION 2

Employees who transfer into or are promoted within the Unit from other classifications within the Department shall be considered probationary employees for the first one hundred and twenty (120) calendar days of performance in the new classification. Unsatisfactory performance during the probationary period shall result in transfer back to the former position.

SECTION 3

Seniority within the Bargaining Unit shall be determined on the following basis and in the order of priority as provided herein:

A. Date of promotion or employment to the rank, which is classification seniority.

B. Length of service with the department in their prior rank.

C. Date of hire into the department.

D. Relative score on the examination for the rank when factors a, b, and c are the same.

SECTION 4

The departmental and classification seniority list on the date of this Agreement will show the names and group classifications of all employees of the Unit entitled to seniority.

SECTION 5

When employees acquire seniority, their names shall be placed on the seniority list.

SECTION 6

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

SECTION 7

The employee's last date of hire into the department shall be used for computation of benefits under this Agreement.

ARTICLE 9
LOSS OF SENIORITY

An employee shall lose seniority for the following reasons only:

A. Quits.

B. Is discharged and the discharge is not reversed.

C. The employee is absent for two (2) consecutive working days without notification to the Employer during that two (2) day period, exceptions may be made by the Employer on proof of good cause that failure to report was beyond the employee's control. After such absence the Employer shall send written notification to the employee at their last known address with a copy to the Union that they have been discharged, and that they have lost seniority. The grievance procedure shall be available to the employee provided it is commenced in writing within fifteen (15) days following mailing of notice of discharge as herein provided.

D. The employee does not return to work when recalled from lay-off, as set forth in the procedure.

E. Retirement.

ARTICLE 10
DISCHARGE AND DISCIPLINE

SECTION 1

The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the local designated representative of the Union of the discharge or discipline. The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same, 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.

SECTION 2

Should the discharged or disciplined employee consider the charge to be improper, procedures outlined in the grievance procedure provisions of this Agreement may be followed by the employee. The Employer shall review with the employee disciplinary actions taken against the employee in a reasonable method and manner prior to the documentation of such action becoming part of the Employer's record. The employee shall have the right to be represented by the Union during this review. This procedure shall not unduly delay the operations of the County, therefore, Union Representation must be readily available within a reasonable amount of time.

SECTION 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 infraction involves an intentional falsification of an employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE 11
WORKING HOURS

SECTION 1

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

SECTION 2

The Sheriff shall determine the starting time of all regular shifts. A regular shift shall constitute eight (8) or twelve (12) consecutive hours, excluding overtime, unless otherwise mutually agreed. The Sheriff shall determine the eight (8) or twelve (12) hour shift assignment of an Officer.

SECTION 3

If employees are called into work outside their regular shift, they shall be compensated at one and one half (1 1/2) for not less than three (3) hours when either court or other than court related.

SECTION 4

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

SECTION 5

An employee shall be entitled to select the shift schedule rotation affecting days off. The selection shall be made on an annual basis before the start of each calendar year at a time determined by the Sheriff. The Sheriff shall determine the specific work assignment of each Bargaining Unit member.

SECTION 6

An employee working a twelve (12) hour shift schedule represents a bi-weekly pay period of eighty-four (84) working hours. The four (4) hours greater than the normal eighty (80) in a pay period shall be accrued as float time. In addition, the parties agree that the show up time will be added to accrued float time to equal a float day every four (4) weeks.

ARTICLE 12
LAYOFF

SECTION 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.

SECTION 2

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

A. Probationary employees in the affected classification shall be laid off first.

B. Employee(s) shall be subject to layoff by classification seniority first and then by departmental seniority. The employee(s) with the least classification seniority shall be laid off first and then by least departmental seniority and then by relative score on the examination.

C. 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 a 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 five (5) year (maximum) step of the subordinate classification.

D. Employee(s) who have not previously held a subordinate classification within the bargaining unit shall be entitled to displace the least senior employee in an immediately subordinate classification provided the employee has superior Departmental seniority. A displaced employee shall have the right to displace an employee in a subordinate classification. In the event the employee does not have sufficient Departmental seniority to displace an immediately subordinate employee, the least senior employee in the next lower subordinate classification may be displaced providing the laid off employee has superior Departmental seniority.

E. In no event shall an employee displace an employee in a higher paying classification.

SECTION 3

Employee(s) who elect not to accept a subordinate classification to which their classification or Departmental seniority enables 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.

SECTION 4

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.

SECTION 5

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.

SECTION 6

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

A. The employee(s) with the most 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 their Classification-Department/County-wide seniority dates adjusted to reflect the period of layoff.

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

shall be considered a quit of the laid off employee.

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

ARTICLE 13
POLICE OFFICERS' BILL OF RIGHTS

SECTION 1

It is recognized that the citizen's 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, that the Constitutional Rights of those individuals involved shall be preserved.

SECTION 2

Whenever a member of the Bargaining Unit is under investigation, or subject to examination or questioning by a commanding 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:

A. Members under investigation shall be informed of the specific nature of the investigation 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 investigation shall have twenty-four (24) hours to do so.

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

C. The members under questioning shall not be subject to abusive language. No promise of reward shall be made or 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.

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

E. If the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, he shall be completely informed of all their constitutional rights prior to the commencement of the questioning.

SECTION 3

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

SECTION 4

No member of this bargaining unit shall be subjected to disciplinary action for appearing before a state or federal grand jury at which he presents testimony under oath and has been sworn to secrecy.

SECTION 5

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 or state laws if such activity adversely reflects on the department).

ARTICLE 14
EMPLOYEE RECORDS REVIEW

SECTION 1

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

SECTION 2

The employee may inquire into disciplinary action 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.

SECTION 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.

SECTION 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 formally 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 15
EQUIPMENT CARE AND USAGE

SECTION 1

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

A. An inspection of the vehicle shall be made prior to commencement of the tour of duty by the officer(s) assigned to the vehicle.

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

C. The Employer shall supply inspection check off forms to be used in the inspection of vehicles.

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

Employees not properly trained in use of any of said equipment, shall be held blameless unless, neglect or abuse of said equipment is substantiated and damage was a result of said neglect or abuse by the employee.

ARTICLE 16
MAINTENANCE OF PROFESSIONAL STANDARDS

SECTION 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 straight time pay. The employee shall also be granted equal vacation credit provided that the instruction time for four (4) or less hours shall be credited as one-half (1/2) day and that more than four (4) hours shall be credited as on (1) day.

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.

SECTION 2

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

SECTION 3

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

ARTICLE 17
CAREER CHANGE AND ADVANCEMENT

SECTION 1

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

SECTION 2

The Employer shall have the sole discretion and responsibility in determining when and if a vacancy exists within the bargaining unit. When it is determined by the Employer that vacancies exist or will exist, a notice of vacancies which would constitute an advancement or promotion for any member of the bargaining unit minimally qualified to perform the job shall be posted internally in a prominent location within the Sheriff's Department. The posting shall be for a period of no less than ten (10) consecutive calendar days. An employee shall apply in writing during those ten (10) calendar days, to be considered for the position.

SECTION 3

Members of the bargaining unit who compete for a promotion shall be required to take a written examination. All candidates shall be required to fulfill the same requirements and/or conditions. An appointment for the rank of Lieutenant shall be made from the top three (3) scoring candidates utilizing the following method of accreditation:

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

Appointment for the rank of Captain shall be made from among one of the top three (3) candidates.

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

B. The oral board shall be comprised of three (3) interviewers with one (1) candidate selected by the Sheriff, one (1) candidate selected by the Union and one (1) candidate mutually agreed upon by the parties. If the parties fail to reach a mutual agreement, one (1) candidate from the Michigan Sheriff's Association shall be appointed.

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

SECTION 4

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

position. In the event the matter is not resolved within the thirty (30) calendar day period, the matter shall then be a proper subject for binding fact finding.

SECTION 5

Employees who transfer back to a rank or classification within the P.O.A.M. - St. Clair County Sheriff Department Employees Bargaining Unit will retain their departmental seniority with the following limitations:

A. If transfer is within one (1) year of the date of entering the Unit, the employee shall revert to the rank and/or classification held immediately prior to entering this Unit.

B. If transfer is due to a layoff resulting in the reduction of the number of employees, the employee may revert to the rank and/or classification held immediately prior to entering this Unit.

C. Employees who transfer from this Unit into the P.O.A.M. Unit for any other reason shall be limited to the classification and compensation of Deputy.

SECTION 6

Temporary assignments may be made for periods not to exceed one hundred and eighty (180) calendar days, unless otherwise mutually agreed by the parties. Employees who are transferred shall receive the rate for their regular classification or the classification of transfer, whichever is higher.

SECTION 7

Candidates for Captain and above shall have at least one (1) year of active service in the rank and duties of Lieutenant to be eligible to compete for the position. Candidates for Lieutenant shall have at least one (1) year of active service in the rank and duties of Sergeant to be eligible to compete for the position. In the event no member of the bargaining unit qualifies for promotion, the Employer may recruit externally provided each candidate shall have at least five (5) years of recent law enforcement experience.

In the event the Sheriff determines to increase the number of employees in the rank of Captain, the appointment shall be made from qualified members of the bargaining unit in accordance with the preceding paragraph.

Candidates for the rank of Captain and above shall be employees that are currently M.C.O.L.E.S. certified and with full arrest powers, and are members of this bargaining unit or pay a service fee.

SECTION 8

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

ARTICLE 18
OVERTIME

SECTION 1

Overtime shall be paid at a rate of time and one-half for all hours worked beyond the normally scheduled hours in one shift or any part of a shift not provided as part of the

normal schedule. Be it provided that overtime does not compound by this definition or the day and week. As well, overtime shall be paid for court time required when the employee is scheduled off-duty, providing such court time arises out of departmental business.

SECTION 2

Overtime hours shall be divided as equally as possible among 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 from January 1 through December 31 each year. Court time shall not be recorded as overtime hours in attempting to equalize overtime hours.

SECTION 3

The Employer shall have the right to compel overtime among the least senior employees qualified for required work within a classification upon meeting the qualifications established in Section 2 of this Article. Be it provided the Sheriff will make a reasonable effort based upon the circumstances to compel overtime to a maximum of twelve (12) hours in a calendar week excluding the right to compel overtime as described in Section 6 of this Article. It is understood that due to the necessity to schedule employees around the clock, it may be necessary to compel more than twelve (12) hours of overtime in a calendar week.

SECTION 4

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

SECTION 5

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

SECTION 6

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

ARTICLE 19
LEAVE OF ABSENCE

SECTION 1

Leaves of absence 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); and

B. Prolonged illness of spouse or child.

Such leave may be continued for like cause by consent of the Employer. Be it provided, however, that the period of such leave or continuation thereof shall be consistent with meeting the operating needs of the department in accordance with applicable law.

SECTION 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 the Act and a fact sheet shall be provided the employee in a reasonable method and manner. Leave taken under the Act will be taken consistent with the Act, this provision and the policy of the County.

SECTION 3

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

A. Serving in a Union position, and

B. Educational purposes when job related.

Such leave may be continued for like cause by consent of the Employer. Be it provided, however, that any such leave or continuation thereof shall be consistent with meeting the operating needs of the department in accordance with applicable law.

SECTION 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. A maximum of two weeks per year is the limitation or as may be otherwise provided by law.

SECTION 5

All leaves based upon illness, (physical or mental) shall be supported by a statement from the attending physician when requested by the Employer. In all cases of illness extending beyond seven (7) calendar days, a statement by the physician shall be furnished at reasonable intervals, as determined by the Employer, evidencing the inability of the employee to return to their duties.

SECTION 6

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

SECTION 7

The requirements of Sections 5 and 6 may be waived by the Employer, but such waiver shall not form a basis for submitting a grievance when such waiver is not granted, unless it can be shown that such waiver was unreasonably withheld.

SECTION 8

Members who may be elected to attend the International Convention, Council Convention, or educational conferences, shall be granted a leave of absence to attend such conferences or conventions. Under no circumstances shall the total amount of leave time for all members for the Union activity exceed an accumulated fourteen (14) days per year. A maximum of one (1) Union member may attend such convention or conference at any one time. Such leave shall be without pay.

SECTION 9

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

employee on leave beyond six (6) months shall not be eligible for any fringe benefits or seniority except as provided in Article 31: Sick Days and Disability Insurance.

ARTICLE 20
INJURY LEAVE WITH PAY

SECTION 1

Any illness or injury to an employee arising out of the performance of their duty 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. 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 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.

SECTION 2

An employee receiving Worker's Compensation and regular salary during the first six (6) months shall not be entitled to receive the total combination of both and be compensated more than their regular compensation. When an employee is eligible for Worker's Compensation, the employee will receive a check directly from Worker's Compensation. The County shall continue to provide the employee a regular pay check minus the monies received from Worker's Compensation and all other normal authorized payroll deductions. The employee who is not receiving regular salary shall retain the Worker's Compensation payment.

SECTION 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 (1) day for each three(3) workdays of disability.

SECION 4

In the event that an employee intends to leave the state for reasons other than for medical care or treatment, the Employer shall have the right to require that the employee see a physician of the Employer's selection to determine if such a trip is medically detrimental. The employee's failure to comply with this provision shall constitute sufficient grounds for denial of further salary subsidy by the Employer as provided above. 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 21
VETERANS

The parties hereby agree to comply with all federal and state laws which provide for the rights of members and veterans of the armed forces including Reserves and National Guard.

This shall apply to any impact such laws may have on the County Pension Ordinance.

ARTICLE 22
UNION BULLETIN BOARD

The Union may use a bulletin board which shall be located in the Supervisor's locker room for the purpose of posting notices of the following activities:

A. Notices of Union recreational and social events,

B. Notice of Union elections,

C. Notices of results of Union elections, and

D. Notices of Union meetings.

ARTICLE 23
PAYMENT OF BACK CLAIMS

If the Employer fails to give an employee work to which it is determined they were entitled, and a written notice of their claim is filed within twenty (20) calendar days of the time the Employer first failed to give them such work, the Employer will reimburse the employee for the earnings they lost through failure to give them such work. In such event, the employee will be required to furnish the Employer with a sworn statement of the earnings, during such period, and such earnings shall act as an offset in such claim for back wages. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at their regular rate with the Employer.

ARTICLE 24
RETIREMENT

SECTION 1

All regular employees promoted into the bargaining unit before July 1, 2011 shall 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.

SECTION 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.

SECTION 3

The St. Clair County Retirement System provides eligible regular employees promoted into the bargaining unit before July 1, 2011 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 for regular employees promoted into the bargaining unit before July 1, 2011. Terms and conditions of the Defined Benefit Plan

are addressed in the Retirement Plan booklet. Employee and Employer contributions are as follows.

A. The Employee shall contribute five percent (5%) of his or her eligible gross bi-weekly wage.

B. The Board of Commissioners shall determine the necessary contribution to the Defined Benefit Pension and the Retiree Health Care Plans on an annual basis.

SECTION 4

The St. Clair County Retirement System provides regular employees promoted into the bargaining unit in a full time position before July 1, 2011 the opportunity to prefund retiree health care coverage by contributing to a Retiree Health Care Trust Account. Employee participation in the Retiree 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. An employee subject to 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. An employee subject to the modified plan must have twenty (20) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost to the 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 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 Retiree 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 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.

SECTION 5

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

SECTION 6

In lieu of the DROP an employee promoted into the bargaining unit before July 1, 2011 shall have the option to contribute to a 457 deferred compensation account. Terms and conditions of the 457 deferred compensation account follow.

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

Employee Contribution	County Contribution
2.0%	1.0%
3.0%	1.5%
4.0%	2.0%
5.0%	2.5%

B. "All contributions" shall mean the contributions of the employee and the County except as otherwise defined.

C. Upon separation of County employment the employee with eight (8) or more years of service is entitled to retain and may rollover all contributions and investment earnings into a qualified plan.

D. Upon separation of County employment the employee with fewer than eight (8) years of service is entitled to retain and may rollover only that portion of the contributions made by the employee including its investment earnings.

E. An employee must elect or not elect to contribute upon full time regular employment with the County. The election once executed is irrevocable.

SECTION 7

Effective upon the mutual ratification of the Agreement and for the term of the Agreement, the County shall notify the Union no less than thirty [30] calendar days in advance of any change in retiree health care affecting a member or former member of the bargaining unit. The County shall meet with the Union to bargain the effect of the proposed change[s] on members employed during the term of this agreement. The Union and the County shall bargain the proposed change[s] to the extent that it may impact a former member[s] that retired during the term of the Collective Bargaining Agreement in which the proposed change is to be implemented. The Union shall have no standing or authority to bargain a proposed change that would affect a former member that retired prior to the duration of the instant Collective Bargaining Agreement.

SECTION 8

Full time regular employees promoted into the bargaining unit before July 1, 2011 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
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.

SECTION 9

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.

SECTION 10

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.

SECTION 11

If an employee was a full time contributing member of the Defined Benefit Plan prior to June 29, 2011, subsequently becomes a part time ineligible member and thereafter returns to full time employment without a break in employment, such an employee will remain eligible for participation in the Defined Benefit Plan upon meeting the following conditions:

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

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

If an employee was a full time contributing member of the Retirement Health Care Trust Account prior to June 29, 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 the applicable plan.

SECTION 12

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.

SECTION 13

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

Years of Service	Annual Multiplier
1 through 10	1.75% - accumulative
11 through 19	2.00% - accumulative
20 through 24	2.00% - retroactive
25 and above	2.50% - retroactive [employees hired or promoted into the unit before 07/01/2011]
25 and above	2.40% - retroactive [employees hired or promoted into the unit after 07/01/2011]

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy percent (70%). The multiplier maximum accrual for employees hired before January 1, 2007 shall not exceed seventy-five percent (75%).

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

SECTION 14

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

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

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

(c) The following special provisions apply:

(i) compensation shall be based on 50% of compensation at the time of disability with 10 years of service
(ii) should the employee be eligible for worker's compensation and/or Social Security, disability compensation shall be offset.
(iii) health care will be provided to those employees who elected to contribute to the Health Care Trust Account.

SECTION 15

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 sixty (60) years and has eight (8) years or more years of credited service.

B. 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.

C. An employee shall be eligible for early retirement with twenty-five (25) or more years of continuous full time employment in the Sheriff Department.

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.

SECTION 16

An employee promoted into the bargaining unit prior to the ratification of this agreement (February 20, 2014) shall have their retirement computed on the regular base wage, and shall include vacation accrual payoff, shift premium, service recognition and educational premium, and shall not include compensation from:

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

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

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

An employee promoted into the bargaining unit after the ratification of this agreement (February 20, 2014) shall have their retirement computed on the regular base wage, and shall include shift premium, service recognition and educational premium, and shall not include compensation from:

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

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

C. Compensation from clothing allowance, health and dental care non-

participation compensation and any other form of reimbursement and allowance not specifically provided herein.

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

SECTION 17

Full time regular employees who have previously made an irrevocable retirement pension or retirement health care election while a member of another bargaining unit shall carry that election into any successor bargaining unit.

ARTICLE 25
PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT

SECTION 1

Each full time certified police officer hired prior to January 1, 1992 with five (5) years of continuous service possessing an Associate's 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.

SECTION 2

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

SECTION 3

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

ARTICLE 26
SHIFT PREMIUM

SECTION 1

A premium of seventy-five cents ($.75) per hour additional shall be paid to those employees working between the hours of 5:00 PM and work until 5:00 AM, herein referred to as the night shift.

ARTICLE 27
UNIFORM CLEANING ALLOWANCE

SECTION 1

Full time employees required to wear a uniform will be provided a five hundred dollar ($500.00) annual cleaning allowance. The uniform shall be provided by the Sheriff. The allowance shall be paid on the last pay period of December each year. Full time employees required to wear a uniform will paid an allowance of one hundred ($100.00) dollars per year for uniform footwear purchased by the employee.

SECTION 2

All uniforms shall become the property of the Sheriff's Department upon the employee's termination of employment. An employee who fails to return all uniforms shall be required to reimburse the County for the original cost of the uniform.

SECTION 3

Full time employees who are not required to wear a uniform shall be entitled to six hundred dollars ($600.00) annually as a clothing/cleaning allowance. The allowance shall be paid on the last pay period of December each year.

SECTION 4

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

A. 3 short sleeve uniform shirts with patches
B. 3 long sleeve uniform shirts with patches
C. 3 pair uniform slacks
D. 1 set of collar brass
E. 2 nametags
F. 1 whistle chain
G. 1 black basket weave belt
H. 3 uniform ties
I. 1 tie tack
J. 1 pair black leather, plain toe, tie shoes (County will pay up to $75.00)
K. brass or patches that signify rank
L. 1 white long sleeve dress shirt with patches
M. 1 white short sleeve dress shirt with patches
N. Garrison hat
O. 1 winter jacket with patches
P. 1 spring/fall jacket with patches
Q. 1 Garrison belt with 4 keepers (basket weave)
R. cartridge case
S. 1 holster (basket weave)
T. 1 pair handcuffs
U. 1 handcuff case (basket weave)
V. 1 raincoat/rain hat cover
W. badges/hat

SECTION 5

All uniforms shall become the property of the Sheriff's Department upon the employee's termination of employment. An employee who fails to return all uniforms shall be required to reimburse the County for the original cost of the uniform.

ARTICLE 28
UNIFORM REPLACEMENT

SECTION 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 timepieces at item value with a maximum reimbursement of $200.00 per item.

SECTION 2

Request for replacement or repair shall be made on appropriate departmental form indicating the item damaged or destroyed, the cause, the original cost of the item and the replacement or repair cost requested. The employee will be required to produce the damaged or destroyed item when possible prior to being repaired or replaced.

ARTICLE 29
HEALTH CARE, LIFE AND DENTAL INSURANCE

SECTION 1

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

Community Blue PPO Option 8

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

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

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

$20 Office Visit Co-Pay
$20 Chiropractic Co-Pay
Prescription Drugs:
$15.00 – Generic Prescription Drugs
$30.00 – Brand Name Prescription Drugs
$45.00 – Non-Preferred Prescription Drugs

MOPD – Mail Order Prescription Drugs

Heritage Vision- Vision Care

HCA – Hearing Care

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

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

B. 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 29, 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.

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

SECTION 2

Each eligible full time employee shall be entitled to select the following option in the place of the core plan.

Option I: NON-PARTICIPATION COMPENSATION

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

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

SECTION 3

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

SECTION 4

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

SECTION 5

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 $50,000.

A. OPTION I

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

B. OPTION II

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

SECTION 6

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

A. CORE PLAN (Premium paid by the County)

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

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

C. OPTION II
* $150 cash rebate.

SECTION 7
Any Health Reimbursement Account credit balance will be retained as of June 30, 2011. The elimination of credits will be retroactive to June 30, 2011.

SECTION 8
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, the insurance carrier, IRS and/or other governmental regulations.

SECTION 9
An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs. The County will notify new employees of all insurance benefits upon hire and further advise employees of open enrollment periods and procedures to apply for and modify insurance benefits.

SECTION 10
Employees of the County, that have a spouse working for or retired from the County or County agency, shall not be eligible for dual County health insurance 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.

SECTION 11
Employees of the County, that have a spouse working for or retired from the County or County agency, shall not be eligible to participate in the Opt Out plan option as both a dependent for any insurance coverage under this Agreement and as an Opt Out participant.

ARTICLE 30
SERVICE RECOGNITION

SECTION 1
The Employer shall recognize years of continuous full time service of employees hired on or before June 30, 1996 by providing service recognition in accordance with the following schedule:

Years of Service	Amount
10 - 14	$1,800
15 - 19	$2,700
20 - 24	$3,600
25 +	$4,500

SECTION 2
Employees who satisfy the requirements of the appropriate years of service in accordance with the above schedule shall be paid a single lump sum payment the first full

pay period following their anniversary date of full time hire.

SECTION 3

Continuous employment for the purpose of this Article, shall not be considered as interrupted when absences arise such 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 payday upon return, if they return.

SECTION 4

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

SECTION 5

Employees with ten (10) or more years of service shall be entitled to a prorated lump sum payment in the event of retirement or death in service.

ARTICLE 31
SICK DAYS AND DISABILITY INSURANCE

SECTION 1

Full time regular employees shall be credited with one (1) sick day (10 hours) upon each monthly anniversary to be used for the purposes provided by this Agreement. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

SECTION 2

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

SECTION 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 of 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 members.

SECTION 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.

SECTION 5

An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited. Sick days shall not accrue on an unpaid leave of absence. Sick days shall accrue on a paid leave of absence.

SECTION 6

An employee who uses two (2) days in a thirty (30) calendar day period or four (4) days in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness may be placed on "proof required status" provided a questionable attendance is in evidence. 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 denied sick day compensation, but shall be subject to discipline. This shall not apply to approved non-sick days, such as bereavement leave or worker's compensation. If a leave balance is available, employees are ineligible for Absence Without Pay (AWOP), unless approved by the Department Head.

SECTION 7

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

SECTION 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 will be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.

SECTION 9

The County shall provide the disabled employee salary continuation from the twenty-ninth (29th) calendar day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of the fringe benefits based on salary which shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary as reflected below.

SECTION 10

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.

SECTION 11

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. 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.

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

SECTION 12

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

SECTION 13

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

SECTION 14

An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 19 - Leave of Absence.

SECTION 15

The employee shall be entitled to select either of the following options to the core salary continuation (disability) plan:

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

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

The employee electing Option I shall pay, by bi-weekly payroll deduction, the difference in premium between the Core Plan and Option I at the County's group rate. Specific terms and conditions of the salary continuation (disability) plan not defined herein are subject to the Group Long Term Disability Plan provided by the underwriter.

SECTION 16

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

SECTION 17

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

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

SECTION 18

Upon the death of the employee, the beneficiary shall be entitled to receive compensation based upon the above schedule

SECTION 19

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 has accrued the maximum of three hundred (300) hours in a calendar year.

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

C. 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 4, shall not be counted as sick time used for purposes of the non-usage bonus computation.

SECTION 20

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 32
VACATIONS

SECTION 1

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

Years of Service	Hours
1 - 2	50
3 - 4	100
5 - 9	170
10 - 14	200
15 - 19	230
20 - 24	250
25 +	280

Employees promoted into the bargaining unit prior to ratification of this agreement (February 20, 2014) may accrue vacation days to maximum of thirty-five (35) work days, which is three hundred fifty (350) working hours. Employees promoted into the bargaining unit after ratification of this agreement (February 20, 2014) may accrue vacation days to a maximum of twenty-eight (28) work days which is two hundred eighty (280) working hours.

SECTION 2

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

SECTION 3

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

SECTION 4

An employee shall be entitled to carry forward from the previous years accrual as many days that when added to the anniversary credit does not exceed thirty-five (35) days or three hundred fifty (350) working hours or twenty-eight days or two hundred eighty (280) working hours as per Section 1 above. In other words, an employee shall not be entitled to maintain an accrual of more than thirty-five (35) days which is three hundred fifty (350) working hours or twenty-eight days which is two hundred eighty (280) working hours as per Section 1 above at any time. However, in the event that an employee can document that reasonable attempts have been made to schedule vacation time off to prevent exceeding the above cap prior to their anniversary, and such requests have been denied, the employee shall be allowed to carry over the amount of days that are over the cap but shall be required to use said days within a specific period of time as determined by the Sheriff. Such days not used shall be forfeited.

SECTION 5

The Employer shall make every effort to grant at least two (2) members vacations in any one classification at any given time. If, in the opinion of the Sheriff, emergency situations require changes in the number of member's vacations, vacations may be reduced to one (1) at any given time. If conditions permit, additional employees may be allowed off on vacation at any given period at the discretion of the Sheriff.

SECTION 6

Vacation selection shall be made before the start of each year on the basis of seniority. The member with the most seniority will be allowed to choose first, then the next most senior, and etc. Members may take any number of vacation days in their selection as long as the total vacation period does not exceed fourteen (14) consecutive calendar days. Subsequent selections must be separated by fourteen (14) consecutive calendar days unless approved by the Sheriff.

SECTION 7

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

SECTION 8

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 thirty-five (35) days which is three hundred fifty (350) working hours or twenty-eight days which is two hundred eighty (280) working hours as per Section 1 above.

ARTICLE 33
HOLIDAYS

SECTION 1

All full time employees are entitled to the Michigan Supreme Court holiday schedule with pay as follows:

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

SECTION 2

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

SECTION 3

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

SECTION 4

Employees on a scheduled day off shall receive vacation time credited to them. Vacation day credit shall mean eight hours or twelve hours according to the employees 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 times their regular rate in addition to receiving a vacation day credit.

SECTION 5

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

SECTION 6

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

SECTION 7

Effective January 1, 2007 and each January thereafter an employee shall be entitled to submit to the Sheriff or designee his or her preference of receiving holiday pay or vacation day credit. The option shall be exercised in December prior to the calendar year affected. The request shall be made on a form provided by the Department. Such selection shall be irrevocable for the ensuing calendar year. In the event the employee fails to select an option prior to January 1, the employee shall receive pay for each holiday occurrence. This option shall be available only to employees with an accrual of vacation days on December 1.

ARTICLE 34
WAGES

1.0% - JANUARY 1, 2018

	Start	1 Year	2 Years	3 years	4 Years	5 Years
Sergeant	$60,976	$63,393	$65,901	$68,443	$71,069	$73,830
Lieutenant	$67,019	$69,678	$72,440	$75,232	$78,122	$81,150
Captain	$73,665	$76,711	$79,750	$81,982	$85,881	$89,212

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.

January 1, 2020 – Wage Reopener
During the calendar period of October 1, 2019 through December 31, 2019 the Union may request a meeting with representatives of the County to bargain a mutually acceptable wage for the 2020 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 35
TERM OF AGREEMENT

This Agreement shall be in effect and become operative on January 1, 2018 and continue in operation and effect through December 31, 2020. The Agreement shall continue in operation and effect after December 31, 2020, subject to termination or modification thereafter by either party upon ten (10) days written notice. The parties mutually agree to endeavor to begin negotiations not later than 90 days prior to the expiration of this Agreement.

Should any law now existing or hereafter enacted, or any proclamation, regulations or edict of any state or national agency invalidate 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 5th day of April, 2018.

SHERIFF DEPARTMENT SUPERVISORS - COAM

JAMES TIGNANELLI, COAM 5-1-18

MARK DEDENBACH, PRESIDENT 4-11-18

THE COUNTY OF
ST. CLAIR, MICHIGAN

JEFF BOHM, CHAIRPERSON BOARD OF COMMISSIONERS

TIM DONNELLON, SHERIFF

JAY DEBOYER, COUNTY CLERK

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 29, Section 1.C –Age 50 and Health Premiums

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Supervisors - COAM agree and acknowledge the following current and former bargaining unit members are not subject to Article 29, Section 1.C, "A retired employee shall pay the total premium cost of all insurance plans and/or provisions until age 50". All other bargaining unit members shall be subject to the Article 29, Section 1.C provision.

Scott Baldwin
Mathew King
Matthew Pohl
Matthew Stringer

SHERIFF DEPARTMENT SUPERVISORS-COAM

James A. Tignanelli, Business Agent 3-14-18
COAM

Mark Dedenbach, President 3-14-18

THE COUNTY OF ST. CLAIR

Karry Hepting
County Administrator/Controller

Thomas Buckley, Undersheriff