

AGREEMENT
BETWEEN
THE ST. CLAIR COUNTY
BOARD OF COMMISSIONERS
AND
THE ST. CLAIR COUNTY
PUBLIC SERVICE EMPLOYEES
LOCAL 1089
AFSCME, AFL - CIO
JANUARY 1, 2023
THROUGH
DECEMBER 31, 2024

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AGREEMENT

This Agreement entered into on this 1st day of January, 2023 between the St. Clair County Board of Commissioners (hereinafter referred to as the "EMPLOYER") and St. Clair County Public Service Employees, Local 1089, AFSCME, AFL-CIO (hereinafter referred to as the "UNION"). The headings used in the Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.

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

PURPOSE AND INTENT

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

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

The parties recognize that the interests of the community depends upon the Union's and the Employer's success in establishing a proper service to the citizens of St. Clair County.

ARTICLE 1 **RECOGNITION**

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

SECTION 1

The Union is hereby recognized as the exclusive representative for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, and other employment conditions for all departments, currently excluding employees of the Friend of the Court, Court employees, supervisory employees, confidential employees, temporary employees, Sheriff Department employees currently represented by labor organizations, Adult Probation employees, Registered Nurses, Juvenile Detention Center employees, and elected or appointed officials.

SECTION 2

Employees represented by the Union, but receiving any part of their salary and benefits made available through any state or federally funded program, shall be subject to all provisions of this Agreement equally with all other employees. Employees in positions funded in any part through any state or federal funds shall be considered separate and distinct with such matters as are specifically applicable to said employees as provided by this Contract, except as otherwise provided by applicable laws.

SECTION 3

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

SECTION 4

AFSCME Local 1089 and its members shall have use of the County buildings, facilities for meetings subject to County policy. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Union either on or off the County premises.

ARTICLE 2 **MANAGEMENT RIGHTS**

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

It is recognized that the management of the County, the control of its properties, and the maintenance of order and efficiency is solely the responsibility of the County. Other rights and responsibilities not abridged by this Contract shall belong solely to the County and are hereby recognized prominent among, but by no means wholly inclusive.

- A. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to discontinue jobs; the maintenance and repairs; amount of supervision necessary; methods of operation; scheduling hours; manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate St. Clair County, subject only to the provisions of this Agreement as herein set forth.
- B. Further, it is recognized that the responsibility of the management of the County for the selection and direction of the working forces includes the right to hire, suspend, discipline or discharge for just cause; assign work within the unit; promote or transfer; the right to decide employee's qualifications; to determine the rules and regulations governing employees' conduct and safety; and to relieve employees from duty because of lack of work or other legitimate reason; is vested exclusively in the County, subject only to the provisions of this Agreement as herein set forth.
- C. The County's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3
SUBCONTRACTING

SECTION 1

The County is interested in maintaining maximum employment for all employees covered by this Agreement, consistent with the needs of the County. Therefore, in making these determinations, the County intends always to keep the interest of the County employees in mind.

SECTION 2

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

SECTION 3

The County shall notify the Union of its intention to contract or subcontract work currently performed by any Bargaining Unit member at least thirty (30) calendar days prior to letting any contract or subcontract. The Union may request and shall be provided a meeting with the County within that thirty (30) calendar day period. At such meeting, the County will advise the Union of the nature, scope, and reasons of the work to be contracted or subcontracted, in addition to the names and classifications of employees affected. The County shall not let a contract or subcontract until thirty (30) calendar days after a meeting with the Union.

SECTION 4

In the event that a County employee(s) is laid off or displaced as a direct result of subcontracting, the laid off or displaced employee shall have recall rights in accordance with Section 6 of Article 14 - Recall From Layoff.

SECTION 5

Therefore, it is the County's intention that any County employee who desires to further a career in the public service shall not be denied the opportunity. When and where possible, the Employer shall provide on-the-job training or any training necessary as determined by the Employer in order to provide continued employment.

ARTICLE 4
UNION SECURITY

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

SECTION 1

All current employees covered by this Agreement and all new employees hired after the effective date of this Agreement who sign a dues deduction authorization card shall pay the monthly dues uniformly required of members who authorize dues withholding. An employee

may revoke their authorization for dues withhold by written notice served to both the County and the Union.

SECTION 2

Pursuant to the Michigan Public Employment Relation Act, it is not a condition of employment that any employee join the Union or pay dues or service fee.

SECTION 3

For those employees for whom properly executed payroll deduction authorization forms are delivered to the Human Resources office the Employer will deduct Union dues or representation fees each pay period as per such authorization and shall remit to AFSCME Council 25 any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

SECTION 4

In the event that the legislation commonly known as "Right to Work" be overturned, the Union Security Language contained in the July 1, 2009 through June 30, 2013 Collective Bargaining Agreement, shall automatically replace the aforementioned language of Section 1-3 above.

If any part of the legislation be determined invalid, the parties shall meet and confer to address those specific issues.

ARTICLE 5 **UNION DUES AND SERVICE FEE 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 and may be revoked only by written notice. 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 certified as a service fee (computed yearly).
- () A bi-weekly amount of \$ _____ designated to AFSCME PEOPLE program

The amount deducted shall be paid to Michigan Council #25, AFSCME, AFL-CIO.

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 Secretary-Treasurer of Michigan, Council #25, AFSCME, AFL-CIO, 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 Secretary-Treasurer 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.
- D. An employee may voluntarily contribute to the AFSCME PEOPLE program by way of payroll deduction using the above dues deduction form.

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.

SECTION 4

The parties hereto recognize the fact that under existing laws, some employees may choose not to become members of the Union. In this connection, the Union agrees to furnish the Human Resources Director with a list of its members within ten (10) days following the execution of this contract; and further agrees to furnish a current list of members upon request. Any member of the Union, by accepting membership and the benefits of this Agreement, waives all legal rights otherwise available from the penalties of this provision and each member shall execute such waiver. With reference to new employees, such waiver shall be required prior to commencement of work.

ARTICLE 6 **UNION REPRESENTATION**

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

SECTION 1

Employees covered by this Agreement shall be represented on all matters of application of this Agreement, including the Grievance Procedure, by seven (7) Stewards and a Local Union President. Members who request Union representation at a meeting or investigation shall be represented by the Union Steward who is present in the building where the employee works if there is one and if there is no Steward who works in the building where the employee work, the employee shall be represented by the nearest available Steward. Members who request Union representation shall be permitted to have one Union Representative at a meeting.

SECTION 2

Employees subject to this Agreement shall be represented by a Bargaining Committee selected by the Union comprised of no more than six (6) members. The Bargaining Committee members shall suffer no loss of pay or benefits for attending negotiation meetings scheduled during their regularly scheduled hours of work. The Employer will continue to provide the compensation and benefits of no more than two (2) committee members who are from the same department. The Employer shall not be required to compensate the Bargaining Committee members for time spent in preparatory meetings for negotiations.

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 interests of other members of the Union to the Employer, except in extenuating circumstances. Changes in Union representation shall be made, in writing, to the Human Resources Director in prompt fashion.

SECTION 5

In the event of a layoff within a department affecting Bargaining Unit members, within their affected department, the Local President or Chief Steward shall not be subject to layoff when there is a Bargaining Unit position within the department that is represented by the Union if the President or Chief Steward is qualified for and capable of performing the work required.

ARTICLE 7 **GRIEVANCE PROCEDURE**

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

STEP 1

- A. Any employee having a specific grievance alleging a violation of this Agreement; a violation or deviation from a specific established County policy or procedure; or a failure of the County to comply with a specific policy, procedure, method or regulation of the County shall, within fifteen (15) days of the alleged grievance, discuss the matter with the Department Head or their designated representative, who shall attempt to adjust the grievance within the terms of this Agreement or County policy, procedure, method or regulation. The employee may have their Union Representative present at this Step. In order for there to be a viable grievance, one of the following criteria must be met:
1. If a grievance arises out of a matter impacting a specific employee or small number of employees (e.g. discipline, individual work assignments, etc.) the grievance must identify the individual or individuals who claim to have been aggrieved. As to this type of grievance, the grievant(s) must attend the Step 1 meeting.
 2. The Union may file a class action grievance if the grievance arises out of a matter that impacts numerous individuals such that the entire department or a substantial number of members are effected such as all of those working in a particular location or classification.
 3. The Union may file a Union grievance if the matter involved concerns an issue that a Department Head cannot resolve such as, by way of example, healthcare, pension or similar matters that can only be resolved at the County Administration level.
- B. Any employee may request the Department Head or the designated representative of the Department Head to call one of the designated Stewards to handle a specified grievance with the Department Head or the designated representative of the Department Head. In this case, the steward will be notified without undue delay, and

without further discussion of the grievance. This procedure shall not unduly delay the operations of the County, therefore, Union representation must be available, except in extenuating circumstances, within a reasonable amount of time.

- C. The representation of employees shall not unduly disrupt the operation of the County's effective rendering of County services. To facilitate this end, the employee representative and the employee shall notify their respective supervisors when the representative is made aware of the need to meet and confer or to expedite Union business.
- D. The specific time for investigation or presentation of grievances shall be during the final hour of the regularly scheduled work shift unless otherwise mutually agreed.
- E. The representation of employees shall not unduly disrupt the operation of the County's effective rendering of County services. To facilitate this end, the employee representative and the employee shall notify their respective supervisors when the representative is made aware of the need to meet and confer or to expedite Union business.

Department Heads and Supervisors who contemplate meeting with a Bargaining Unit member which may require the participation of a Local Union representative should consider the need of the representative to provide advance notice to his or her Supervisor to attend the meeting. A Union Representative and/or Grievant will only be permitted to take time away from work for processing a grievance or Union business when prior notice is given and approval received by the employee's immediate Supervisor. The Supervisor shall not deny any reasonable request that does not unduly disrupt the effectiveness of the County's operation. The County, including its supervisors, shall make every effort to accommodate the representatives of the Union in their representation of Bargaining Unit members to promote harmonious labor relations. In the event that the Union Representative/Grievant cannot be released to attend the meeting and no other Union Representative is available then the meeting will be rescheduled at a time when the Union Representative/Grievant can be released.

- 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.

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 Department Head within five (5) days after the meeting or adjourned meeting at Step 1. In this case, a meeting will be arranged within five (5) days between one (1) designated representative of the Union, the Grievant(s), and the Department Head or
- B. the designated representative of the Department Head, for the purpose of attempting to settle the grievance at the departmental level.
- C. The Department Head shall provide a written decision within five (5) days to the Union.
- D. No grievance may be commenced at Step 2 without the written approval of the Department Head unless the grievance is a Union grievance that the Department Head cannot resolve.

STEP 3

- A. Grievances shall be considered settled at Step 2 unless written notice is delivered to the Human Resources Office within seven (7) days after completion of Step 2.
- 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 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 (1) or more representatives, and the Grievant(s) may be represented by its designated representative of the Union and one (1) Steward and President, theretofore designated as grievance representatives and such other AFSCME International Union representatives it wishes to have present provided full compliance is made with Article 6 - Union Representation, Section 5.
- D. The grievance representative(s) of the Employer shall deliver the decision of the Employer to the Union in writing within seven (7) days 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. The grievance shall be considered settled at Step 3 unless written notice is delivered to the Human Resources Director within thirty (30) calendar days after the completion of Step 3.

STEP 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration as final step in the grievance procedure 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 Human Resources Director in writing of the Union's intention to pursue arbitration or the matter will be untimely.
- B. The Union shall within sixty (60) calendar days following notice of intent pursuant to a. above, request arbitration through the American Arbitration Association or as otherwise mutually agreed by the parties or the matter will be untimely. The above time limit may be extended by mutual agreement.
- C. That the Union, on behalf of its members, and the Board of Commissioners on behalf of the supervisory personnel, including the Department Head, shall make available during the proceedings before the arbitrator, any witnesses alleged by the opposite party to have knowledge of material facts or evidence upon the issue being submitted to the arbitrator. In the event the Board of Commissioners fail to produce such supervisory personnel, including the Department Head; or in the event such supervisory personnel, including the Department Head are produced and refuse to answer any questions which the Arbitrator directs them to answer, the Arbitrator may

enter an award against the Board of Commissioners, which award shall be final and binding and not subject to review by the Board of Commissioners. In the event an employee is not produced, or is produced and refuses to answer any questions which the arbitrator directs them to answer, the arbitrator may enter an award against the Grievant and the Union; which award shall be final and binding and not subject to review by the Grievant or the Union; provided further, that the failure of such employee to appear and/or answer as herein described shall constitute good and sufficient cause for the summary discharge of such employee.

- D. Any member of the Union, by accepting membership and the benefits of this Agreement, waives all legal rights otherwise available from the penalties of this provision and each member shall execute such waiver. With reference to new employees, such waiver shall be required prior to commencement of work. Such waiver shall be in the following form:

I, the undersigned, in consideration of the St. Clair County Board of Commissioners providing me with the compulsory arbitration provision in the Labor Contract between Local 1089, AFSCME, AFL-CIO, and the St. Clair County Board of Commissioners, do hereby acknowledge that as a condition to my continued employment with the County that I will appear as a witness in all arbitration hearings upon request, and answer, under oath, all questions which the Arbitrator directs me to answer. I further agree that my failure to appear upon request or my failure to answer such questions as the Arbitrator directs me to answer shall constitute good and sufficient cause for my summary discharge.

- E. The fee and expenses of the Arbitrator shall be paid by the losing party. If the decision is a split decision, the Arbitrator shall determine which party is the losing party. All other expenses related to the arbitration proceedings including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.
- F. The Arbitrator shall have powers as hereby limited, after due investigation, to make a decision in cases of alleged violation, misinterpretations, or misapplication of a specific Article and Section of this Agreement.
- G. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- H. The Arbitrator in rendering a decision, shall give full recognition of the Management Rights provision of this Agreement as it relates to responsibilities, power, authority and rights vested with the County, except as specifically limited by express provision of this Agreement.
- I. The Arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on the Union, its members, the employee(s) involved and the Employer.
- J. The Class Action grievance or Union grievance as defined in Step 1 A, with the written permission of the Department Head may be commenced at Step 2. The grievance must be presented within fifteen (15) working days of the occurrence of the facts on which the grievance is based.

ARTICLE 8
DISCHARGE AND DISCIPLINE

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

SECTION 1

The Employer shall notify the Union in writing as soon as possible, but not later than the next business day of the discharge or suspension of a member and within seven (7) calendar days of the discipline of a member. If the Employer is late in providing notice, it will not impact the discipline, however it will extend the time limit the Union has to file a grievance one day for each day the notice is late. A member shall be entitled to have a Local designated representative present when discipline is administered and shall be so advised at the time that a meeting is scheduled for this purpose. This procedure shall not unduly delay the operations of the County, therefore, Union Representation must be readily available within five (5) business days. The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same and a copy of any written complaints giving rise to a disciplinary action prior to such action becoming part of the Employer's records. The employee shall have the right to prepare a written statement as it relates to the discipline which shall be incorporated in the Employer's record with the discipline.

SECTION 2

Should the discharged, suspended, or disciplined employee consider the charge improper, procedures outlined in the Grievance Procedure provisions of this Agreement may be followed by the employee.

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

ARTICLE 9
PROBATIONARY EMPLOYEES

SECTION 1

New employees hired in the Unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee completes the probationary period, they shall be entered on the Seniority List of the Unit and shall rank for seniority from their initial date of hire.

SECTION 2

The probationary period may be extended an additional sixty (60) calendar days, by mutual agreement, in writing, between the Employer, the Union and the employee involved, provided the Employer gives reasons for said extension.

SECTION 3

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages and hours of employment, and working conditions of employment, as set forth in the Recognition Clause of this Agreement, except discharged and disciplined employees for other than Union activity.

SECTION 4

Employees hired after the date of this Agreement, who receives any part of their salary or benefits through any federally funded programs, shall have their seniority computed separate and distinct from other employees if applicable by law.

ARTICLE 10 **SENIORITY**

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

SECTION 1

Full time employees shall accrue seniority from their most recent date of hire with the County. Seniority shall apply only as set forth in this Agreement.

SECTION 2

Part time employees shall accrue seniority from their most recent date of hire with the County. Seniority shall apply only as set forth in this Agreement.

SECTION 3

The seniority of full time and part time employees shall be maintained separately and distinctly.

SECTION 4

By way of definition:

- A. A full time employee is regularly scheduled to work either a seven and one-half (7 1/2) or eight (8) hour day and a thirty-seven and one-half (37 1/2) or forty (40) hour work week.
- B. A part time employee is regularly scheduled to work twenty-eight (28) or fewer hours in a week.

All Departments subject to this Agreement shall notify the Union on a form provided by the Human Resources Department of the placement of a temporary employee.

SECTION 5

In the event a full time employee becomes part time, they shall have seniority from their date of hire with the County, and be entitled to the fringe benefits normally due a part time employee.

SECTION 6

A part time employee hired prior to January 1, 1983 who becomes full time shall be entitled to fringe benefits as follows:

- A. The employee shall be placed on the full time employee Seniority Roster from their date of hire.
- B. The employee shall be placed on the accrual schedule for sick and vacation days in accordance with their seniority.
- C. The employee shall be entitled to enroll for the various insurance programs upon full time hire and shall become eligible for coverage within the normal period to affect such coverage.
- D. The employee shall be subject to the provisions of the Retirement Plan from their date of full time hire.
- E. The employee shall be eligible for longevity upon completing five (5) years of continuous full time employment as defined in Article 35 - Service Recognition.

SECTION 7

A part time employee hired between January 1, 1983 and December 31, 2019 who becomes full time shall be entitled to fringe benefits as follows:

- A. The employee shall have their seniority prorated. The proration shall represent the number of hours worked to the number of normal full time hours. Prorated seniority shall be calculated as follows:
 - I. The total number of hours worked by a part time employee shall be divided by either 1950 or 2080 annual full time hours contingent upon the operation of the Department to establish years of full time service.
 - II. The remaining hours shall be divided by 7.5 or 8 hours in a work day to establish the number of work days.
 - III. The work days shall be divided by 21.67 the average number of work days in a month.
 - IV. The remaining workdays shall be multiplied by 1.4 to establish calendar days.
 - V. The number of years, months and calendar days shall be subtracted from the

employee's date of full time hire to establish his or her full time seniority date.

- B. The employee shall be placed on the accrual schedule for vacation days in accordance with their prorated seniority.
- C. The employee shall be placed on the Accrual Schedule for sick days in accordance with their date of full time hire.
- D. The employee shall be entitled to enroll for the various insurance programs upon full time hire and shall become eligible for coverage within the normal period to affect such coverage.
- E. The employee shall be subject to the provisions of the Retirement Plan from their date of full time hire.
- F. The employee shall be eligible for longevity upon completing five (5) years of continuous full time employment as defined in Article 35 - Service Recognition provided that they became full time employees prior to July 1, 1996.

SECTION 8

A part-time employee hired to a full time position on or after January 1, 2020 shall be entitled to fringe benefits on their most recent full time date of hire.

ARTICLE 11 **LOSS OF SENIORITY**

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

An employee shall lose seniority for the following reasons:

- A. Resigns or quits.
- B. Is discharged and the discharge is not reversed.
- C. The employee does not return to work when recalled from layoff as set forth in the recall provisions of this Agreement.
- D. Retires.
- E. Fails to return to work at the end of an approved leave, unless authorized or excused in writing.
- F. Is absent without approval for three (3) consecutive work days without a call-in, unless the employee can prove extenuating circumstances that prohibited notification of the Employer.
- G. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater, but not greater than two (2) years.

- H. Layoff as a direct result of sub-contracting, for a continuous period beyond the duration of the initial sub-contract period insofar as the layoff exceeds the benefits in g. above but not greater than the employees seniority or thirty-six (36) months whichever is less.

ARTICLE 12
SENIORITY LIST

SECTION 1

The Seniority List on the date of this Agreement will show the date employed (first day on which the employee reported for work), name and job title of all employees of the Bargaining Unit entitled to seniority.

SECTION 2

The Employer will keep the Seniority List up to date and will provide the Local President and Secretary with a copy at least every three (3) months or at intervals otherwise mutually agreed upon by US mail, interdepartmental mail or by e-mail. The Local President or Secretary shall, during normal office hours be entitled to make copies and distribute to all Bargaining Unit sites using US mail, interdepartmental mail or e-mail. Seniority lists shall be proper subject matter to be posted on Union bulletin boards by Bargaining Unit members.

ARTICLE 13
LAYOFF

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

SECTION 1

Layoff shall mean a reduction in the work force due to a decrease of work or budget limitation as determined by the Employer. An employee shall be considered to be laid off who is not working in the classification to which they were last hired.

SECTION 2

When a layoff is determined to be necessary by the Employer, the Union shall be notified promptly. The Union may request to meet with the Employer prior to implementing a layoff. The Employer shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting. When a layoff is to employee(s) in state or federally funded programs, no meeting shall be scheduled.

SECTION 3

The method of layoff, insofar as it does not violate any provision herein, shall not be

subject to the Grievance Procedure.

SECTION 4

Employees to be laid off will have no less than fourteen (14) calendar days' written notice of layoff. The Union will be provided a copy of the layoff notice given to each employee.

SECTION 5

A layoff shall be limited to the department(s) affected as determined by the Employer. A department is a division of the County which provides a particular County service or function individually funded and managed apart from any other division. Departments with employees who are subject to representation are: Airport, Animal Shelter, Administrator/Controller, Building and Grounds, Cooperative Extension, County Clerk/Register of Deeds, Drain Commissioner, Emergency Management, Equalization, Information Services, Landfill, Lands and Graphics, Library, Parks and Recreation, Prosecuting Attorney, Public Health, Planning, Sheriff, Treasurer, and Veteran's Affairs. An employee shall not be entitled to displace an employee in another department but shall be strictly limited to displacements within their assigned department.

When a layoff is instituted, no employee shall be permitted to displace an employee in a higher paying classification salary range or in another department. The Employer shall not be required to train or retrain an employee in such circumstance to avoid being laid off.

SECTION 6

When a layoff is necessary, temporary and probationary employees in the affected department shall be laid off first, provided the remaining employees are qualified to perform the function required by the Employer. To be qualified, an employee must meet the minimal education, experience and ability standards established for the position. Employee(s) shall be laid off in seniority order from the least to the most senior, provided that the most senior employee(s) qualified to perform the function shall be retained.

SECTION 7

An employee who is scheduled for layoff but who has sufficient seniority and has the necessary qualifications to displace another employee in their department in a different classification shall be granted a one (1) month trial period. The trial period will provide the County and the employee with the opportunity to become acquainted with the job. If, at the end of the trial period, the employee is unable to perform the function to the satisfaction of the Supervisor, the employee shall be laid off and the most senior laid off employee qualified for the position shall be recalled.

SECTION 8

When a layoff is instituted, no employee shall be permitted to displace an employee in a higher paying classification salary range or in another department.

SECTION 9

In the event two or more employees have equal seniority, layoff shall be by employee payroll number. The employee(s) with the highest employee payroll number(s) shall be considered to have the least seniority.

SECTION 10

During the period of layoff, an employee shall accrue no seniority nor be eligible for any fringe benefits.

SECTION 11

A laid off or displaced employee shall have recall rights in accordance with Article 14 - Recall From Layoff.

SECTION 12

A part time employee shall not have the right to displace a full time employee. A full time employee who has greater seniority shall be given the option of layoff or displacement of a part time employee in their department. When the option has been implemented, the employee may not request the other option. Full time employees who become part time through displacement shall be entitled to only those benefits normally due a part time employee.

SECTION 13

An employee scheduled for layoff shall have the option to accept the layoff or request the displacement of a temporary or probationary employee in another department in the same classification. The County shall determine which temporary or probationary employee is to be displaced. The employee who displaces a temporary employee shall be considered as temporary, but shall continue to receive the fringe benefits consistent with their former position.

SECTION 14

When a layoff is necessary, nothing shall prevent an employee in an affected department from volunteering for a layoff. Be it provided, the Employer shall have the exclusive authority to approve or deny a request for voluntary layoff.

ARTICLE 14 **RECALL FROM LAYOFF**

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

SECTION 1

Recall from layoff shall mean a return to work from layoff (whether mandatory or voluntary), including a displacement.

SECTION 2

When a recall from layoff is determined to be necessary by the Employer, the most senior employee from the department who is either laid off or displaced who is qualified to perform the function required by the Employer shall be recalled.

SECTION 3

Notice of return to work shall be sent by Registered or Certified Mail to the last known address of the employee. The date to report to work shall allow the employee the opportunity to provide the interim employer with two (2) weeks separation notice. Failure of the employee to report to work as scheduled, or to confirm a mutually satisfactory alternative date, shall result in the employee's termination. The Employer may contact the employee in order to arrange for a mutually satisfactory date to return to work which provides less than two (2) week notice.

SECTION 4

Upon return to work, the Employer shall calculate the employee's adjusted seniority date. The adjusted seniority date shall recognize seniority for the period prior to layoff only. The adjusted seniority date shall be applicable for calculating all provisions, economic and non-economic of the Collective Bargaining Agreement.

SECTION 5

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

SECTION 6

An employee laid off or displaced as a direct result of sub-contracting, shall have recall rights extended for the duration of the initial sub-contract period insofar as the layoff exceeds the benefits in Section 5 above but not greater than the employee's seniority or thirty-six (36) months whichever is less.

SECTION 7

Upon recall, a full time employee who fails to accept an offer of full time work to which the employee is qualified shall result in the employee's termination and the forfeiture of any recall rights. A part time employee who fails to accept an offer of part time work to which the employee is qualified shall result in the employee's termination and the forfeiture of any recall rights.

ARTICLE 15 **TRANSFERS**

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

SECTION 1

If an employee transfers to a position with the Employer not included in the Bargaining

Unit and thereafter transfers back to a position within the Bargaining Unit, the employee shall retain all rights accrued for the purpose of any fringe benefits as may be provided in this Agreement.

SECTION 2

When operations or organizational components are transferred from one location to another for a period of more than seven (7) calendar days, the employees affected will be given the opportunity to transfer within their classification, so long as continuous and effective delivery of service shall not be affected. In the event an affected employee refuses to transfer with the operation or organizational component, and there are no other current vacancies to which he or she may transfer, he or she shall be deemed to have resigned.

SECTION 3

For purpose of job bidding the employee shall only be entitled to that seniority acquired while a member of the Bargaining Unit.

SECTION 4

Employees returning to the Bargaining Unit as described in this Article shall not have the displacement rights set forth in Article 13 – Layoff within the first twelve [12] months of their return to the Bargaining Unit except when the return was within six [6] months of leaving the Bargaining Unit.

SECTION 5

When a position becomes vacant, Bargaining Unit members in the same classification in the affected department may apply for the position. They shall be granted an interview. If denied the position they shall be given constructive reasons for the denial. If successful, they will be given a ninety (90) day trial period. If the employee cannot demonstrate the ability to perform the duties of the position, they shall be returned to their initial position before the transfer; and this shall not be subject to the Grievance Procedure.

ARTICLE 16 **TEMPORARY ASSIGNMENTS**

All members excluding the Prosecuting Attorney’s office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer’s office (Appendix C of this Agreement).

SECTION 1

An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant. Temporary assignments shall be limited to thirty (30) working days with extension only through concurrence of the County, Union and affected employee.

SECTION 2

Temporary assignments shall be authorized in writing to the employee by the Supervisor and shall indicate specific duties and tasks to be performed, the appropriate compensation and the approximate duration of the temporary assignment. In the event that the temporary assignment will be for fifteen (15) consecutive work days, a copy will be provided to the Union.

SECTION 3

A temporarily assigned employee shall be paid the rate consistent with the position for working five (5) or more consecutive working days. Upon working the fifth (5th) consecutive working day, the employee shall be entitled to pay back to the first day of the temporary assignment. A temporarily assigned employee having met the conditions herein shall not be made to suffer a reduced rate of pay for a temporary assignment. Employee will be placed on the corresponding wage scale at the closest rate of pay.

ARTICLE 17 **TEMPORARY, CASUAL & SEASONAL EMPLOYEES,** **STUDENTS & LIBRARY PAGES**

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

SECTION 1

The County shall be entitled to employ temporary, casual and seasonal employees, students and pages. Employees that are employed in these categories shall not be members of the Bargaining Unit nor required to pay union dues or service fees unless otherwise stipulated in this article.

SECTION 2

A temporary employee is hired as a substitute worker for a regular employee on a leave of absence. The temporary employee may be scheduled to work either full time or part time for the period of time that coincides with the regular employee's leave of absence. A temporary employee shall not be eligible for fringe benefits. In the event it is operationally necessary to extend the duration of the temporary employment the Union will be notified.

SECTION 3

A casual employee is hired for a predetermined period of time to assist a department with a temporary work load increase or back log. The employment of a casual employee may not exceed one thousand (1,000) hours in a calendar year unless otherwise mutually agreed by the parties. A casual employee may be scheduled to work full time or part time. The casual employee shall not be eligible for fringe benefits. A casual employee shall not be rehired in an ensuing calendar year until three (3) calendar months transpire from the date of termination and rehire. The Union shall be notified in writing prior to the start of any casual employee being hired as to the scope of the position and the work to be done.

SECTION 4

A seasonal employee is hired to perform work at a time when a department, such as by illustration only the Drain Commission, MSU Extension Service and the Parks and Recreation Department, has an influx of work activity, more favorable circumstances to perform the work activity or more of a demand for its services. A seasonal employee may be scheduled to work full time or part time not to exceed one thousand (1,000) hours in a calendar year unless otherwise mutually agreed between the parties. A seasonal employee shall not be eligible for fringe benefits. A seasonal employee shall not be rehired in an ensuing calendar year until two (2) calendar months transpire from the date of termination and rehire.

SECTION 5

A student intern is employed to fulfill a stipulated number of hours as a course requirement. A student intern is typically employed in a department and/or in a work activity related to his or her field of study. A student internship is intended to be a learning experience. The work activity of the student intern is ancillary to a regular employee(s) in the department. The student intern may be scheduled to work up to a maximum of twenty-two-point-five (22.5) hours or twenty-four (24) hours a calendar week contingent upon the operation of the department. The student intern will be employed only for the duration of the period necessary to satisfy the course requirements. A student intern may not be hired to a regular position in the department he or she interned within six (6) months of the day the internship concluded when a Bargaining Unit member is minimally qualified for the position. An internship shall not be used to train or groom an intern for County employment.

SECTION 6

A student worker is employed part time while they are a student at a high school, community college, vocational institution, college or university. The work activity of the student worker is ancillary to regular employees in the department. A student worker may work up to a maximum of twenty-eight (28) hours a calendar week. When a student worker ceases to be a student, he or she shall no longer qualify as a student worker for purposes of continued employment. A student worker may not be employed in a department for more than four (4) years from his or her date of hire.

SECTION 7

A Page is a part time employee of the St. Clair County Library performing ancillary tasks to regular employees. A Page may work up to twenty-eight (28) hours in a calendar week.

SECTION 8

In the event a layoff in a department is necessary due to a budgetary restriction, temporary and casual employees in the department affected shall have their employment terminated in accordance with Article 13 – Layoff, Section 6. When an employee with layoff rights is laid off from a department, no additional student worker will be employed within that department.

ARTICLE 18 **RATES FOR NEW JOBS or Reclassification**

SECTION 1

The Employer shall notify the Union of a newly proposed classification and rate structure

not less than seven (7) working days prior to the time the classification becomes effective.

SECTION 2

The Union shall, within seven (7) working days of such notification, indicate to the Employer its intention to request negotiations concerning said proposed rate structure.

SECTION 3

A reclassification review is the review of the wages for a position when the duties and/or responsibilities for the position have changed, significantly, such that a review of the wages for the position is justified. The County may decide to or the Union can request a reclassification review. The decision to reclassify shall be at the sole discretion of the County.

If a decision is made to reclassify a position, The County will notify the Union. If the County decides to reclassify a position and if the position is occupied by an existing employee, the wages for the existing employee shall be increased as determined by the County and the position shall not be posted. If a reclassified position is vacant the position will be posted pursuant to Article 19.

ARTICLE 19 **JOB POSTING**

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

SECTION 1

When a vacancy occurs within the Bargaining Unit, the Employer shall post a job vacancy notice. Internal vacancies are open to all Bargaining Unit Members with first consideration given to the applicants of the affected department. The posting shall be in a conspicuous place. The Local President shall be provided a copy of the job posting. The Employer will advise the Local President of any part time or full time status change or of any qualification changes for existing positions with the notice of posting of the position. The County will notify the Union of classification status changes from part time to full time or full time to part time when the position is initially recruited.

SECTION 2

The posting shall indicate:

- A. Classification (Job Title);
- B. The qualifications for the job, including testing if a prerequisite requirement;
- C. Brief description of the job;
- D. The salary range;
- E. The department location;
- F. Application information (such as where and when to apply); and

G. The hours;

H. Whether it is a state or federal grant or millage position.

SECTION 3

The internal posting shall be for a period of five (5) consecutive working days (excluding Saturday, Sunday and holidays).

SECTION 4

Employees applying for the position shall make written application on a form provided by the Human Resources Department and/or an electronic application. Applications shall be submitted to the Human Resources Department in a timely manner as provided within the job posting notice. The applicant shall provide the following information:

- A. Name;
- B. Date employed;
- C. Classification (Job Title) and Department; and
- D. Qualifications for the job.

An employee that is determined to be unqualified for the position shall receive a written notice explaining the particular requirement they failed to satisfy. The employee shall have seven (7) calendar days from the date of the notice to prepare a response in rebuttal. The employee shall supply the Human Resources Director or designee with the rebuttal notice. The department with the vacancy shall not appoint a candidate to the position until after considering the rebuttal notice from the employee.

SECTION 5

The Department Head shall consider each employee from within the department who applies and who possesses the necessary qualifications. Qualifications shall mean the education, experience, and skills/abilities as provided by the job description. The Department Head must appoint a candidate from the top two (2) scoring candidates based on the following criteria:

Examination Results.....	25%
Qualification Evaluation	35%
(10% for each factor)	
Oral Interview	20%
Seniority	20%*

*(Seniority credit shall be calculated at 1% per year of service to a maximum of 20%.

In the event the Department Head selects the second ranked candidate as determined from the criteria in this section, the highest scoring candidate who was not awarded the position may request in writing within 5 days of the date the position was awarded, that the Department Head state his/her reasons for the selection. Upon receiving the request, the Department Head shall state in writing his/her reasons for the decision.

Upon receipt of the statement of reasons for the selection, the highest rated candidate who was not awarded the position may file a grievance which may only be based on the claim that the Department Head's decision was arbitrary or capricious. The grievance must be filed within 15 days of the date the grievant received the statement of written reasons and the grievance must state the basis upon which the grievant claims the Department Head's decision was arbitrary or capricious.

In the event that there are fewer than two applicants, the department shall not be required to appoint a candidate if the department determines that a candidate is not qualified for the position based upon a review of the above criteria. If at the conclusion of the above review process the department determines a candidate is not qualified for the position that determination and the reasons therefore shall be supplied in writing to the candidate.

An application from a temporary employee as defined in Article 10 Seniority shall not be considered for a posted vacancy under this Section or Section 6 if the temporary employee is currently occupying the position posted and has occupied the position for less than twelve (12) months from the date of an employee notice of not returning from a leave of absence or an Employer notice to an incumbent of their loss of return rights to the position, unless there are no internally qualified applicants. Nothing shall prevent a temporary employee from applying for other posted Bargaining Unit vacancies that are available to the public.

SECTION 6

In the event no qualified candidate is selected for the position as provided in Section 5 above, the County shall post a job notice which would entitle Bargaining Unit members and non-members the opportunity to apply for the position. A laid off employee with recall rights shall be entitled to have his or her seniority applied to the evaluation reflected below. Qualifications shall mean the education, experience, and skills/abilities as provided by the job description. The Department Head must appoint a candidate from the top two (2) scoring candidates based upon the following criteria:

- Examination Results.....25%
- Qualification Evaluation35%
(10% for each factor)
- Oral Interview20%
- Seniority 20%*

*Seniority shall be calculated at 1% per year of service to a maximum of 20%.

In the event that there are fewer than two applicants, the department shall not be required to appoint a candidate if the department determines that a candidate is not qualified for the position based upon a review of the above criteria. If at the conclusion of the above review process the department determines a candidate is not qualified for the position that determination and the reasons therefore shall be supplied in writing to the candidate.

Unless otherwise mutually agreed, locations for postings which are required by this Section shall be:

- County Administration Building
- County Courthouse Building
- Public Library
- Drain Commission
- Landfill

Public Service Building
Goodells Park Building
Animal Shelter
Airport
Intervention Center
Parks and Recreation

A facsimile transmission or email shall constitute a "posting." It shall be the responsibility of the County to fax or email job postings to each of the above locations. However, email shall not be the only method of transmission. A posting transmitted to the Public Library will be emailed simultaneously to each branch library employee and posted at each branch location. It shall be the responsibility of the Union to insure that a posting notice is communicated to Bargaining Unit members at their locations.

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

SECTION 7

The employee awarded the job shall be required to satisfactorily complete a ninety (90) calendar day trial period. The employee who fails to satisfactorily complete the trial period shall revert to the position they formerly held. The Department Head shall provide the employee in writing the reason the employee was unsatisfactory. An employee may elect to return to their former position during the trial period. When a non-employee is awarded the job under Section 6 above, the Probationary Article shall apply to them. Employees shall receive a written compilation of their scores before the position is awarded.

If an employee or non-employee fails to satisfactorily complete the ninety (90) calendar day trial period, the Department Head shall consider another qualified candidate from the same job posting as long as the requirements of the position as listed on the original job posting remain the same. In the event no successive qualified candidate is selected, the County shall post a job notice which would entitle Bargaining Unit members and non-members the opportunity to apply for the position under Section 6 above.

SECTION 8

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

SECTION 9

When an employee is promoted to a higher paying classification, they shall be compensated at the nearest higher salary step (to their current compensation) per Board Policy.

SECTION 10

If specialized training is a criteria in awarding the position and is being offered as part of a County training program, then all interested parties shall be offered the opportunity to attend the training. This provision shall not apply to training provided to an employee which is incidental to their existing position or one they have previously held.

ARTICLE 20
VETERANS

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

SECTION 1

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

SECTION 2

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority, in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

SECTION 3

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

ARTICLE 21
LEAVES OF ABSENCE

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

SECTION 1

Leaves of absence 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, parent or child.

All leaves shall be granted for a period not to exceed one (1) year, consistent with complying with the period of medical disability stipulated in writing by the attending physician. The Employer may require an employee on a leave of absence due to illness to submit to an examination by a physician chosen by the Employer, provided the charges of the physician are paid by the Employer.

An employee shall not be entitled to return to work from a leave due to illness or injury

without medical verification of recovery from the attending physician. The Employer shall endeavor to accommodate restrictions which do not interfere with the Employee being able to perform their essential job functions. Medical restrictions requiring accommodation must be updated on an annual basis.

SECTION 2

An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993 as amended. 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 and this provision.

SECTION 3

Upon Employer approval, an employee will be entitled to a leave of absence for a reasonable period, not to exceed one (1) year, without loss of seniority for:

- A. Serving in any Union position; and
- B. Educational purposes.

Such leave shall be granted when consistent with meeting the operating needs of the department.

SECTION 4

An employee who has a combined continuous leave of absence, including extensions, for one (1) year and is unable to return to work shall be considered to have resigned.

SECTION 5

All leaves based upon illness shall be supported by a statement from the attending physician, when requested by the Employer. In all cases of illness extending beyond three (3) calendar days, the employee shall provide, upon request by the Employer and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. Supporting documentation can be sent directly to the Human Resources Director or a Human Resources designee. The Employer may waive the right, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted.

SECTION 6

In no case shall an employee be granted a leave of absence greater than their accrued seniority.

SECTION 7

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

SECTION 8

Request for an extension of a leave of absence under Section 3 a. and b. shall be submitted

in writing to the Department Head no less than five (5) working days prior to the expiration date of the leave. A request for an extension of a leave of absence under Section 1, a. or b., shall be submitted to the department head as soon as practical upon the employee becoming aware that an extension will be necessary.

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.

- A. An employee receiving compensation during a short term disability or Family Medical Leave, shall be considered to be on a paid leave of absence.
- B. An employee on long term disability receiving no compensation or compensation from a disability insurance carrier shall be considered to be on an unpaid leave of absence.
- C. Any employee who has less than one year full time employment with the County is ineligible for short term disability and FMLA. Once one year of full time employment is reached, the employee may be eligible for short term disability and FMLA, which will run concurrent.

SECTION 10

Failure to report to work on the first scheduled work day after the expiration of a leave of absence shall result in an immediate discharge.

SECTION 11

Leaves of absence with pay for any short term educational training which would benefit the Employer may be authorized by the Department Head.

SECTION 12

Union employees elected to attend the International Convention, Council Convention or educational conference shall be granted a leave of absence to attend such conference or convention. Under no circumstances shall the total amount of leave time for all employees for Union activities exceed an accumulated total of fourteen (14) days per calendar year. A maximum of two (2) Union members may attend any such convention or conference at any one time, however, employees must be from different departments unless otherwise mutually agreed. Such leaves shall be without pay, unless the employee chooses to use vacation or compensatory time.

SECTION 13

The Employer shall provide the employees the opportunity to return to the position held at the time the leave of absence was granted.

ARTICLE 22 **WORKING HOURS**

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the

Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

SECTION 1

The work day shall consist of seven and one-half (7 1/2) hours or eight (8) hours which has been established by the Department.

SECTION 2

The work week shall consist of thirty-seven and one-half (37 1/2) or forty (40) hours which has been established by the Department.

SECTION 3

Any change in the number of work hours in a day or week shall be reviewed jointly by the parties. When the Employer intends to initiate extended hours, the parties will meet to discuss implementation.

SECTION 4

Each and every employee working six (6) or more consecutive hours shall be entitled to two (2) paid fifteen (15) minute breaks, one in the first half of their shift and one in the second half of their shift. Each and every employee working six (6) or more consecutive hours shall be entitled to one unpaid thirty (30) minute or a one (1) hour lunch period as established by past practice.

SECTION 5

Each and every employee working three (3) but less than six (6) consecutive hours shall be entitled to a fifteen (15) minute break at the midpoint of the shift.

SECTION 6

Employees at the Library and Parks & Recreation who work from a posted work schedule shall not have their schedule changed without twenty-four (24) hours advance notice given to the employee, unless in accordance with an Act of God Closure or Partial Closure as stipulated in Article 34.

SECTION 7

The Library and Parks & Recreation employees work schedules shall be posted two (2) weeks in advance. Departments that post a schedule shall post the schedule at least two weeks in advance. However, this provision shall not prevent management from making schedule changes based upon the operational needs of the department. Employees within these departments may be required to work weekends, holidays or evenings. All standard pay practices apply as stipulated in Article 23-Overtime.

SECTION 8

The County and the Union recognize the need for limited flexible scheduling both for the County and the employees. Where possible the employer, with consideration for efficient operation of its workforce, may allow employees to work a flexible schedule to be mutually

agreed upon. When it is operationally necessary, the County may use flexible schedules with the following limitations:

- A. Flex scheduling shall not be used solely to avoid overtime/compensatory time.
- B. Flex schedules shall be offered in seniority order, with the first offer to the most senior employee qualified in the division and so on down the seniority list until all available employees have had the opportunity to accept or decline. In the event no employee accepts the flexible schedule then the employer shall then mandate the least senior employee to that schedule.
- C. Hours of work due to a flexible schedule shall not begin before 7:00 a.m. nor end after 10:30 p.m.
- D. There shall be no splitting of shifts. The employee shall work a seven and one-half (7 ½) or eight (8) hour day consecutively.
- E. There shall be no flexing of an employee's normal work week.
- F. All flex schedules shall be posted forty-eight (48) hours prior to any day flex time is necessary.
- G. Any variations from this flex scheduling listed above shall be mutually agreed upon by the employer, the employee and the Union.
- H. Flex scheduling shall not be abused or used as punishment.

SECTION 9

- A. The necessity of scheduling employees to be On-Call will be at the discretion of the Department Head. Scheduling shall be voluntary and shall be as equally and as evenly divided as possible among those qualified to perform the work. Scheduling shall be done on a weekly basis, Monday through Sunday. It shall be rotated among employees who volunteer with the employee with highest seniority being offered the first opportunity and so on down the seniority list. If enough employees to cover the need do not volunteer, then the employer shall require employees in inverse seniority to be in the rotation.
- B. On-Call will begin when the employee leaves work Friday and ends when the employee returns to work on Monday unless otherwise stipulated. The weekend shall be considered as two (2) days.
- C. An On-Call Holiday, as stipulated by the posted holiday schedule according to Article 30, will begin when the employee leaves work and end when the employee is scheduled to return to work unless otherwise stipulated.
- D. Employees who are not members of the Bargaining Unit may be included in the On-Call rotation.
- E. An employee On-Call shall be required to be reached by cell phone and the County will provide one for the period the employee is on call. The employee On-Call must be available, fit for duty, and able to respond within a reasonable time frame as set by the department.

- F. When an employee is required to be On-Call on weekdays, he or she shall be entitled to two (2) hours of compensation for each week day On-Call.
- G. When an employee is required to be On-Call weekends or holidays he or she shall be entitled to four (4) hours of compensation for each weekend day or holiday On-Call.
- H. Compensation shall be provided by pay if overtime is provided in the department's budget. The employee may request compensatory time in lieu of overtime.
- I. In the event the employee is actually called in to work on a week day, weekend day or holiday, the employee shall be entitled to either the On-Call pay or the minimum Call-In pay (whichever is greater) and any other overtime compensation as stipulated in Article 23 – Overtime.

ARTICLE 23
OVERTIME

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

SECTION 1

Employees shall be compensated time and one-half (1 1/2) the base hourly rate of pay for:

- A. All work performed by employees in excess of their normally scheduled hours in a day or shift. Normally scheduled hours shall mean either seven and one-half (7 1/2) hours or eight (8) hours contingent upon the operation of the department.
- B. All work performed by employees in excess of their normally scheduled hours in a seven (7) consecutive day work week. Normally scheduled hours shall mean either thirty-seven and one-half (37 1/2) hours or forty (40) hours contingent upon the operation of the department.
- C. The provisions of (a) and (b) shall be applied individually to each situation and not collectively. Employees shall not have overtime compounded by applying provisions of (a) and (b) in the same instance.
- D. Early reporting time: Any full time employee called to work before the start of their regular shift shall receive time and one-half (1 1/2) for the time worked prior to their normal start only.

SECTION 2

Employees shall be compensated at twice the base hourly rate of pay for:

- A. All work performed on the seventh (7th) consecutive work day or shift.
- B. All work performed on a holiday.

SECTION 3

Employees called in early or back to work shall be entitled to time and one-half (1 1/2) their base hourly rate of pay provided their hours of work are consistent with the definition provided in Section 1 (a) and (b) of this Article. An employee called back to work for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1 1/2).

SECTION 4

The Employer shall compensate the employee with compensatory time off or pay at the employee's option when the approved department budget provides for overtime. An employee may decline to work overtime if compensated with compensatory time when his or her accrued compensatory time is at or above the maximum accrual cap. The Employer shall offer the work in seniority order to other members in the department with the knowledge and ability to perform the work. In the event no member is able or willing to perform the work, it may be performed by a non-union member including a supervisor in which case the employee(s) and the Union forfeit the right to grieve the assignment of the work. Compensatory time shall not accumulate beyond eighty (80) hours.

SECTION 5

Compensatory time shall be administered in the following manner:

- A. When an employee's compensatory time is at or below the cap, time off shall be scheduled at the mutual convenience of the employee and the Employer.
- B. When compensatory time exceeds the stipulated cap, the employee's supervisor may require the employee to take the compensatory time off within a reasonable period.
- C. In the event an employee's accrued compensatory time is greater than the maximum when the employee terminates employment, the employee may be paid for the accrued compensatory time or be maintained on the payroll until such time as the accrued compensatory time is exhausted.
- D. Be it provided that the compensatory time accrual records of the Department shall be the only official record for the use of and payoff of compensatory time. An employee is entitled to a copy of his or compensatory time accrual and utilization record quarterly or within a timely manner upon request.
- E. Compensatory time may be used in place of sick time.
- F. Part time employees are not eligible to earn compensatory time.

SECTION 6

Employees authorized to work overtime shall fill out a request form for overtime/compensatory time that shall be signed by the Department Head or their designee. A separate form shall be provided for employees to request use of the compensatory time and shall be signed and returned to the employee with the Employer's determination no more than forty-eight (48) hours after the request is submitted.

ARTICLE 24
EQUALIZATION OF OVERTIME HOURS

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

The Employer shall determine the need for overtime. Overtime shall be distributed according to the ability of the employee to perform the function required and as equally among qualified employees as circumstances allow.

ARTICLE 25
SHIFT PREFERENCE

SECTION 1

- A. Employees covered by this Agreement shall be allowed once each year in February to exercise shift preference within their classification by department on the basis of seniority.
- B. Vacancies that occur throughout the rest of the year shall be posted and employees shall be allowed to bid. The person with the highest seniority in that classification shall be allowed to move to the vacant position. Employees who perform specialized or unique functions for the Employer shall exercise shift preference only when a suitable replacement is trained and available, not to exceed thirty (30) days.
- C. In the event of an emergency, the Employer shall not be prohibited from shift changes in order to provide continuous and effective service only during such emergency.

SECTION 2

Employees of the Library will continue with the same procedure with respect to the shift operation of the Library, however, no employee shall be asked to work more than three (3) nights a week.

Work schedules will be posted well in advance of the date effective. The Library is a six (6) day operation and its work schedules will be posted two weeks in advance of the date effective. Requested time off, whether it be vacation or sick time, shall follow the same procedure as all other work days.

SECTION 3

The Employer shall determine the shift designation of probationary employees.

ARTICLE 26
SICK DAYS

SECTION 1

Employees shall accumulate sick days to be used in the event of illness or as otherwise

provided herein.

SECTION 2

Full time employees shall accrue one (1) sick day per month.

SECTION 3

Any part time employee of the County, hired prior to January 1, 1986 who is regularly scheduled to work twenty (20) or more hours a week shall receive half (1/2) a sick day a month. A sick day shall be equal to the number of hours scheduled to work within a given twenty-four (24) hour period. Half a sick day is equal to half the number of hours scheduled to work within a given twenty-four (24) hour period.

SECTION 4

Each employee shall be eligible to accrue sick days to a maximum of forty (40) days.

SECTION 5

All full time employees shall be eligible for short term disability salary continuation when an illness or injury extends beyond twenty-eight (28) consecutive calendar days. The County shall provide the disabled employee with short term disability 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 with short term disability salary continuation, continuation of fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed on the reduced salary.

SECTION 6

The County shall provide the disabled employee compensation from the twenty-ninth (29th) calendar day to the one hundred and eightieth (180th) calendar day from disability at a rate of two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Short term disability salary continuation shall be for a period of six (6) months. Verification of a continuing medical disability may be required by the County and/or the insurance carrier 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 7

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. The employee shall receive the same hourly wage rate as their current classification.

SECTION 8

Commencing the one hundred and eighty-first (181st) calendar day, long term disability salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. Long term disability salary continuation through an insurance plan for the duration of the illness or injury not to exceed a maximum period of five (5) years subject to the administrative terms and conditions established by the insurance carrier. At such time the disabled employee shall not be eligible for fringe benefits. However, the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions:

- A. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty (50%) percent of the premium cost.
- B. The County shall require prepayment of all premium costs.

SECTION 9

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

- A. CORE PLAN
 - * 66 2/3% of base salary
 - * Up to 5 years from date of disability
 - * \$4,000 monthly maximum
- B. OPTION I
 - * 70% of base salary
 - * Benefit up to age 65
 - * \$6,000 monthly maximum

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

SECTION 10

An employee receiving salary continuation shall be eligible to supplement disability compensation with accrued vacation or sick days on a ratio of one (1) vacation day or sick day for each three (3) days of absence in order to remain at full gross salary.

- A. The employee must supplement from the first day of receiving salary continuation or he or she shall not be eligible to supplement.
- B. Sick time must be supplemented until exhausted followed by compensatory time and then by vacation time.
- C. Supplementing must be continuous. An employee will not be entitled to supplement intermittently.
- D. Sick time and/or vacation time that accrues or is credited during the employee's leave may only be used to supplement disability compensation when the supplementing is continuous which means it occurs without a break in supplementing.

SECTION 11

An employee shall be eligible to use sick days after completion of the probationary period.

SECTION 12

An employee shall not be paid more sick days than have been accrued.

SECTION 13

An employee on an approved leave of absence shall be subject to all the provisions of Article 21, Leaves of Absence, as it may apply.

SECTION 14

The Employer may require the employee to provide a physician's statement in order to use sick days for a seriously or critically ill spouse, child or parent. Employees may use up to three (3) days without medical proof for a non-complicated delivery of a child. Additional days may be granted in accordance with FMLA and the provisions of Article 21 – Leaves of Absence.

SECTION 15

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

SECTION 16

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

SECTION 17

Sick days shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

SECTION 18

Upon termination for any reason, other than gross misconduct, each employee with twelve (12) or more months of employment shall be entitled to receive compensation for accrued sick days on a maximum accrual of thirty (30) days as follows:

<u>Months of Service</u>	<u>% of Accrual</u>
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 19

In the event of an employee's death, payment of accrued sick days according to the preceding schedule, shall be paid to the employee's beneficiary or estate.

SECTION 20

Each employee shall give the Employer two (2) weeks written notice of termination, or the employee shall forfeit one (1) day of retrievable sick and/or vacation days for each work day short of the required two (2) week notice of a voluntary quit. If the department advises the employee to leave upon receipt of notice, there will be no deduction from sick and/or vacation.

SECTION 21

A sick day used for any purpose other than provided for by this Agreement shall be considered a misuse and an abuse. The Employer will counsel employees who exhibit questionable attendance and advise the employee that any future questionable attendance will require the employee to provide proof that the sick day is being used for a purpose provided by this Agreement. Questionable attendance shall mean a pattern of absences or frequent absences of three (3) or more occurrences in a ninety (90) day period. An occurrence shall be a workday or part of a workday.

An employee who exhibits questionable attendance shall be subject to a "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician in order to be eligible for sick day pay. An employee shall be on "proof required status" for ninety (90) calendar days. An employee who fails to provide medical verification shall be denied the sick day pay requested and 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 22: Part Time Paid Sick Leave

1. Part time regular employees who work an average of twenty-five (25) or more hours per week in the previous calendar year are eligible for forty (40) hours of paid sick leave credited on January 1st of the following year.
2. New hires are eligible for pro-rated sick time on their first day of employment, but must complete a successful 90 day probationary period before using sick time. Upon reaching the first full calendar year since employment, they will need to requalify each year to be eligible.
3. Each year part time employees must requalify for the forty (40) hours of paid sick leave by averaging twenty-five (25) hours or more per week for the previous calendar year.
4. An eligible employee shall not use more than forty (40) hours of sick leave per year or use time in advance of earning it.
5. Paid sick time shall not be carried over to the next year.
6. At time of separation of employment, any remaining paid sick leave is not eligible for pay out. If an employee leaves employment with the County and returns, any

forfeited leave time upon termination shall not be reinstated. The employee will need to requalify.

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

ARTICLE 27 **FUNERAL LEAVE**

SECTION 1

The employee shall be allowed Funeral Leave/Memorial days in the event of a death of family members and relatives as follows:

Up to five (5) working days with pay for: Legally recognized Spouse, Child, Stepchild,

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.

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/Memorial Service is two hundred fifty (250) or more miles from the employee's residence.

Leave will be granted for consecutive days (if regularly scheduled to work) 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 a minimum 31 day advance request and approval of the Department Head some or all of these days may be used in an inconsecutive manner during the first six (6) months following the death.

ARTICLE 28 **JURY DUTY**

SECTION 1

An employee who is called to perform jury duty shall inform the Employer immediately.

SECTION 2

Employees on jury duty shall be paid their regular pay for performing jury duty during their regularly scheduled work hours. Pay for jury duty shall be returned to the Employer in lieu of regular salary. When jury duty hours are served prior to and/or extend into an employee's regularly scheduled work hours and the jury duty time is more than four (4) hours, the employee will not be expected to work his or her regular scheduled work hours. If such jury duty time served is less than four (4) hours, the employee shall be expected to report to work and complete the number of hours of work that when added to the jury time will constitute a full work day. For those employees of this County who are called to jury duty in a Federal Court outside of this County, up to two (2) hours of driving time or actual time driving whichever is less will be recognized as jury time for the purpose of computing the above four (4) hour provision. Employees are required to work the regularly scheduled work day before and after jury duty.

SECTION 3

Time spent on jury duty shall not be deducted from sick days, vacation days, or compensatory time, nor adversely affect any fringe benefits.

SECTION 4

Any reimbursements (by way of example; mileage, lodging, and/or reimbursable out-of-pocket expenses) shall belong to the employee. If such reimbursement is paid as part of the jury pay, the County shall provide the reimbursement portion only to the employee with suitable documentation in a reasonable time and manner.

ARTICLE 29
INJURY LEAVE
(Worker's Compensation)

SECTION 1

When an employee is injured during the course of employment, the alleged injury shall be reported to a Supervisor as soon as possible. The Employee shall complete an Accident Report on the form provided by the County and submit it to the Supervisor. The County Human Resources Department will inform an employee of requirements to be followed for processing a claim for benefits within one (1) business day of receiving notice from the Supervisor and/or employee of a work related illness or injury. Worker's Compensation is governed by State Law and Board Policy and Procedures, therefore, is subject to change.

SECTION 2

The County shall provide employees the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury.

SECTION 3

The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus federal, state, local and F.I.C.A. taxes.

SECTION 4

The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

SECTION 5

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.

SECTION 6

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

SECTION 7

The employee who elects to supplement Worker's Compensation shall have one (1) sick day deducted from their accrual for each four (4) days of compensable absence.

ARTICLE 30
VACATIONS

SECTION 1

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

Years of Service	Vacation Days
6 months	5
1-2	5
3-4	10
5-9	17
10-14	20
15-19	23
20-24	25
25-29	28
30+	30

PART TIME: All part time County employees shall be entitled to accrue unpaid vacation time based on the schedule below:

Years of Service	Vacation Days
1-2	3
3-4	5
5-9	9
10-14	10
15-19	12
20-24	13
25-29	14
30+	15

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 County.

SECTION 3

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

SECTION 4

A full time employee shall be entitled to carry forward from the previous year's accrual as many days that, when added to the anniversary credit, does not exceed thirty-five (35) days. In other words, an employee shall not be entitled to maintain an accrual of more than thirty-five (35) days 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 appropriate Administrator, Department Head or designee. Such days not used shall be forfeited.

SECTION 5

Vacation days must have the prior approval of the Employer to be used. Approval shall be contingent upon meeting the operational needs of the department but approval shall not be unreasonably withheld. All vacation requests shall be made in writing and authorization or denial shall be in writing. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous. Simultaneous shall mean requests submitted on the same day for the same time.

SECTION 6

An Administrator, Department Head or designee shall not be required to approve or deny a vacation request more than ninety (90) calendar days in advance except when the employee's vacation plans are of a nature which require the employee to make a financial obligation in advance of ninety (90) calendar days. An Administrator, Department Head or designee shall approve or deny a timely vacation request no more than fourteen (14) calendar days after receipt of such vacation request, unless otherwise mutually agreed by the Administrator, Department Head or designee and employee. This provision shall mean that one (1) day and same day vacation requests shall not be prohibited by the Administrator, Department Head or designee, however the employee shall endeavor to request vacation time in advance. Requests not made in advance shall be approved or disapproved based upon maintaining the efficient operation of the department.

SECTION 7

Part time employees are not entitled to paid vacation. However, a part time employee shall be entitled to unpaid vacation in accordance with the graduated schedule in the preceding section 1 of this article. Be it provided a part time employee must have the prior approval of the Administrator, Department Head or designee, in order for the absence to be approved in accordance with the preceding Section 6 of this Article.

SECTION 8

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

SECTION 9

Upon termination, retirement, or death, the full time employee or beneficiary shall be paid the total accrued unused vacation days and a prorated pay off of vacation time from their date of separation retroactive to their last anniversary of employment. Be it provided, however, that such pay off of unused days shall not exceed thirty-five (35) days of pay.

ARTICLE 31
HOLIDAYS

SECTION 1

All full time County employees and regularly scheduled part time employees (of the Library hired on or before December 31, 2022) shall be entitled to the following paid holidays based upon the Employer's regular work day which is intended to be those holidays established by the Michigan Supreme Court. Should the Michigan Supreme Court change the following schedule in any way, that amended schedule shall prevail and apply:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Juneteeth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24
- Christmas Day
- December 31

and such other holidays as may be established by action of the Board of Commissioners. Should the Supreme Court diminish or increase the number of holidays, the parties shall meet to negotiate the holiday schedule for the purpose of determining if an adjusted schedule can be arrived at that will meet the service needs of the Employer and the Courts.

SECTION 2

A regularly scheduled part time employee in a department (other than the Library staff hired on or before December 31, 2022) with two (2) or more years of continual service shall be entitled to the Holidays stipulated in the preceding section 1 when his or her regularly scheduled work day occurs on the same date the Holiday is celebrated by the County. Part time employees' schedules will not be manipulated in order to avoid paying Holiday pay.

SECTION 3

To be eligible for a 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 4

Due to the diverse operation of different County departments, the celebration of holidays shall be as follows:

A. Monday through Friday scheduled departments

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

B. Monday through Saturday scheduled departments

In the event a holiday falls on a Sunday, the holiday shall be celebrated on the following Monday. When a holiday falls on a Saturday, employees scheduled to work five (5) days shall be scheduled to work Monday through Thursday. Friday shall be considered the holiday and Saturday shall be a day off without pay.

C. Seven Day/Twenty-Four hour departments

Employees who work in an around-the-clock facility whose schedule would include at least one weekend day shall celebrate the holiday on the day it actually occurs. The employee who works the holiday shall receive two and one-half times their regular hourly rate. The employee who is not scheduled to work shall receive straight time pay.

SECTION 5

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

SECTION 6

Paid holidays shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

SECTION 7

An employee who is authorized to work a holiday shall be entitled to compensation in accordance with Article 23 - Overtime.

ARTICLE 32
HEALTH CARE

SECTION 1

Effective January 1, 2012, each full time employee and each part time employee regularly scheduled to work twenty (20) or more hours a week 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%/20% (BC/BS pays 80% of all approved charges.)
Copay Dollar Maximum (Excluding Mental Health Services)
 \$2,500.00 Employee
 \$5,000.00 Family

\$20.00 Office Visit Co-Pay

\$20.00 Chiropractic Co-Pay

Effective July 1, 2011, the Prescription Drug Rider Deductibles shall be:

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

MOPD - Mail Order Prescription Drugs
Unlimited Annual In Network Preventative Services
RM100 – One mammogram covered at 100% per calendar year, no age restrictions.
VCA 80 – Vision Rider
HCA – Hearing Care
PD-CM - Contraceptive Medications
PCD – Contraceptive Devices

In the event the Patient Protection and Affordable Care Act of 2010 is repealed or declared unenforceable through court action such that family coverage for dependents no longer applies, the County shall reinstate the Family Continuation and Sponsored Dependent coverage.

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

- A. Part time regular employees regularly scheduled to work an average of twenty (20) or more hours a week, that choose to participate, shall pay the total cost of health insurance premiums by way of a payroll deduction. The payroll deduction shall be made from the paycheck immediately prior to receipt of the health insurance statement.

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

In the event the St. Clair County Board of Commissioners modify or change the collective bargaining guidelines for the health care coverage as stipulated in Article 31, the Union and the County shall enter into collective bargaining with the purpose of establishing the health care coverage plan and employee premium co-share amounts for eligible members of the Bargaining Unit.

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

SECTION 2

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

A. NON-PARTICIPATION COMPENSATION

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

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

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

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 bi-weekly installments based on twenty-six (26) pay periods.

An employee on an approved leave of absence without pay must continue to pay the Employee Premium Co-share or repay those contributions retroactively upon return to work or forfeit plan eligibility and coverage for the duration of absence.

SECTION 5

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

A. CORE PLAN (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 payment of \$1500 per individual.

B. OPTION I

* \$200 to a Flexible Reimbursement Account.

C. OPTION II

* \$150 cash rebate.

SECTION 6

Any Health Reimbursement Account credits that an employee has in their account shall be retained by the employee or retiree so long as they are employed by or retired from employment with the County.

- A. A single credit shall be equal to a single dollar but shall have no cash value for any purpose.
- B. Credits shall be carried forward from year-to-year and into retirement for the purpose of reimbursement of health care expenses limited to co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs. Retirement and deferred retirement shall mean eligibility for and receipt of a pension from the St. Clair County Retirement Plan.
- C. Upon termination of employment, except as defined in the subsection B, all unused credits shall revert to the County and shall not be transferable or in any manner payable to the employee, the employee's beneficiary or estate.

SECTION 7

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

SECTION 8

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

SECTION 9

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

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 33
LIFE INSURANCE

SECTION 1

A full time employee shall be eligible for life insurance in the amount of \$50,000 and shall include an A.D. & D. Rider.

OPTION 1 - The employee has the option to purchase an amount equal to the core benefit at the Employer's group rate.

OPTION 2 - The employee has the option to purchase an amount equal to twice the core benefit at the Employer's group rate.

SECTION 2

On an approved leave of absence without pay, the employee may continue premium payment within the provisions of the insurance policy or forfeit insurance coverage.

SECTION 3

In order to be eligible for benefits, the employee must enroll by the method and manner determined by the County.

ARTICLE 34
ACT OF GOD CLOSURE OR PARTIAL CLOSURE

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

SECTION 1

In the event of severe weather or other conditions that could affect safety, health or access to facilities, the Chairperson or Vice-Chairperson of the Board of Commissioners, the County Administrator/Controller will have the final authority to make the decision to close offices and authorize the pay of those employees who are sent home from or advised not to report to work. Employees designated as essential by the Department Head and required to report to work shall receive straight pay for the work performed. Employees on a scheduled day off with or without pay are not entitled to any additional pay or compensation other than that agreed upon when the request for the day off was approved.

SECTION 2

In the event any employees are sent home from work or advised not to report to work for reason other than discipline by the Employer, those employees shall receive their full day's pay for that day. Full time employees will be paid their full day's pay. Part time employees will be paid only if normally scheduled to work that day and only for those hours which the employee would normally work.

SECTION 3

In as much as the County provides services around the clock, special notice will be provided to Department Heads and/or Supervisors with employees scheduled to work at times other than traditional office hours. It is the responsibility of the Department Head and/or Supervisor to notify their affected employees.

Localized Occurrences:

SECTION 4

Based on the nature of the event, a decision may be made by the County Administrator/Controller or other authorized designee to close specific buildings or parts of buildings or, delay the opening of a building. In the event of a partial closure, or if the department operates at more than one location, the following conditions shall apply.

- If the disaster, emergency or condition is at a location other than the County Administrative Services Building, the department head and/or supervisor must contact the County Administrator/Controller or designee who will determine the necessary course of action.
- Employees who are sent home early or told not to report to work will receive pay as though the hours were worked.
- Employees on a scheduled day off are not entitled to any additional compensation..
- It is the responsibility of the department head and/or supervisor to provide all employees with scheduling instructions at the affected location. In the event the department operates at more than one location the following shall apply:
 - Only the employees at the location affected are subject to the policy on leaving work early or not reporting to work.
 - The department head and/or supervisor shall have authority to schedule the employees at an affected location to work at an unaffected location.
 - It is the obligation of the department head and/or supervisor to notify employees at affected locations about where and/or when to report or not to report to work.

The County Administrator/Controller or designee shall communicate with Department Heads and/or Supervisors through email, press release or other appropriate methods. Department Heads and/or Supervisors will then notify employees to leave work early and/or not to report to work.

Employees may be required to telecommute or report to work at a location where other employees have been sent home early or told not to report to work. This location may or may not be the location where the employee is normally scheduled to work. In this event the

employee is entitled for overtime pay only for those hours outside his or her scheduled hours of work. In other words, the employee is entitled to his or her regular pay when working regularly scheduled hours.

All employees who telecommute are subject to and must sign the St. Clair County Telecommute Policy and Agreement.

ARTICLE 35
SERVICE RECOGNITION

SECTION 1

The Employer shall recognize years of continuous full time service of employees hired before July 1, 1996 by providing a percentage of salary not to exceed the maximum payment as follows:

<u>Years of Service</u>	<u>Percentage</u>	<u>Maximum Payment</u>
10 - 14	4%	\$1,000
15 - 19	6%	\$1,500
20 - 24	8%	\$2,000
25+	10%	\$2,500

SECTION 2

Employees eligible for service recognition shall be paid a single lump sum the first full pay period following their date of full time hire.

SECTION 3

Continuous service for the purpose of this Article shall not be affected by a layoff unless such layoff exceeds one (1) year. Upon recall from layoff of less than one year, seniority shall be adjusted in accordance with Section 4 of Article 14 - Recall From Layoff and the next service recognition payment shall be pro-rated accordingly.

SECTION 4

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

ARTICLE 36
UNIFORM ALLOWANCE

SECTION 1

The Employer shall provide a uniform to all employees who are required to wear a uniform.

The employer shall provide a uniform or other specific items, such as work boots, required by the employer for employees who are required to wear such items. This provision shall not be applied to normal work attire of that which is required by a dress code.

ARTICLE 37
MILEAGE ALLOWANCE

SECTION 1

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

ARTICLE 38
RETIREMENT BENEFIT

SECTION 1

All eligible full time regular employees hired to a full time position prior to June 29, 2011 shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan. Specific terms and conditions of retirement not herein defined are subject to the terms and conditions provided by the Retirement Plan custodians and shall not be subject to nor require separate Union approval.

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.

The County shall provide the Union with a fiduciary report on the financial condition of the trust account. The report shall be provided reasonably near January first and July first of each calendar year beginning January 1, 2010.

SECTION 3

The St. Clair County Retirement System provides eligible full time regular employees hired to a full time position prior to June 29, 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 upon full time regular employment. 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 six percent (6%) of his or her eligible bi-weekly wage as defined in section 13 of this Article.

SECTION 4

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

- A. 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 credits accrued in his or her Health Reimbursement Account (HRA) shall pay for the premium cost as a deduction from their HRA. When the HRA is depleted of credits the provisions of the preceding [II] shall apply.
 - IV. The employee with contributions in the Health Care Trust Account shall be entitled to pay the health care premium costs from his or her contributions. When contributions are depleted the retiree shall be subject to the preceding [II].
 - V. The employee upon making an application for retirement must choose to purchase or not purchase health care coverage. The employee, as a retiree, may not choose to purchase health care at a later time. In other words, the employee, as a retiree, must participate in the purchase of health care coverage upon initial retirement or he or she shall be forever ineligible for health care coverage.
 - VI. 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 Health Care Trust Account shall be calculated on the first \$50,000 of an employee's eligible bi-weekly wages as defined in section 12 of this article. The employee shall contribute to the Health Care Trust Account.

Employees hired prior to June 29, 2011 shall contribute 2.5% annually.

SECTION 6

An employee shall only be entitled to withdraw his or her contributions to the Defined Benefit Plan upon separation of membership. 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 (30) 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 7

An employee shall only be entitled to withdraw his or her contributions to the Health Care Trust Account upon separation of membership. Separation of membership shall mean that membership in the retirement system has been terminated for at least ten (10) days; or the individual has been laid off for at least thirty (30) 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 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 health care coverage from the plan at no premium cost to the retiree.
- E. The employee that leaves his or her contributions in the Health Care Trust Account but who has insufficient actual years of service to qualify for coverage shall be entitled to purchase coverage when meeting all the conditions stipulated in Section 4 of this Article.

SECTION 8

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 either plan.

SECTION 9

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 (32) 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 10

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

<u>Years of Service</u>	<u>Annual Multiplier</u>
1 through 10	1.75% - accumulative
11 through 19	2.00% - accumulative
20 through 24	2.00% - retroactive to date of hire
25 and above	2.40% - retroactive to date of hire

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy (70%) percent for employees hired on or after July 1, 2006. The multiplier maximum for employees hired prior to July 1, 2006 shall not exceed seventy-five percent (75%). The final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

SECTION 11

An employee shall be eligible for early retirement as follows:

- A. 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) actual years of service.
- B. The employee has attained the age of sixty (60) years with eight (8) actual years of service contributions.
- C. The employee has attained the age of fifty-five (55) years with twenty-five (25) years of service, including reciprocity and/or purchased military service.
- D. Actual years of service shall mean that period of time employed and contributing to the St. Clair County Employee's Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

SECTION 12

Retirement shall be computed on the base salary only and, where applicable service recognition, and shall not include compensation from:

- A. Overtime or compensatory time payoff.
- B. Vacation day accrual payoff upon separation from employment for any reason.
- C. Sick day accrual payoff upon separation from employment for any reason.

SECTION 13

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

- A. Effective June 29, 2011, the employee shall be entitled to select one of the following contribution options..

<u>Employee Contribution</u>	<u>County Contribution Match for Full time Employees Only</u>
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 14

Full time employees hired after June 29, 2011 shall not be eligible for a Defined Benefit Plan; instead, these employees shall be entitled to a Defined Contribution Retirement Plan.

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

The employee may contribute up to the IRS maximum elective deferral (contribution) limit of total wages through payroll deduction each pay period. Wages is defined as W-2 compensation less fringe benefits, bonuses, overtime, off schedule payments and longevity, etc. Employees wishing to adjust their employee contribution election amount, may do so in accordance with the terms of the 457 Plan and applicable County policy.

The County will match the full time employee contribution dollar for dollar up to a maximum of 8% of total wages. The minimum employee contribution rate is one (1) percent.

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

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

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

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

ARTICLE 39
EQUIPMENT, TOOLS AND SUPPLIES

The Employer shall provide employees with all necessary equipment, tools and supplies needed to perform their duties.

ARTICLE 40
UNION BULLETIN BOARDS

The Union may use a bulletin board which shall be located at each location leased or owned by the County and designated for use by the County. The bulletin board shall be located in a convenient place for the purpose of posting notices of the following activities:

- A. Notices of Union recreational and social events.
- B. Notices of Union elections.
- C. Notices of results of Union elections.
- D. Notices of Union meetings.

ARTICLE 41
WORK PERFORMED BY ADMINISTRATIVE PERSONNEL

The County shall have the right to use supervisory staff, at the discretion of the County, to perform work of the same nature, at the same time as Bargaining Unit members. Providing that Bargaining Unit work is a result of unforeseen or emergency circumstances.

Supervisors will only be permitted to perform such Bargaining Unit work on a sporadic basis to facilitate completion of a specific task and to provide efficiency in completion of that specific task. Supervisors will not be used to perform such work to replace Union members on a job or for the sole purpose to avoid the payment of overtime.

It is understood that by way of agreement with the above, the Bargaining Unit does not relinquish representation or exclusivity to any work which may be completed by Supervisors within the constraints identified above.

ARTICLE 42
SAFE WORKING ENVIRONMENT

All members excluding the Prosecuting Attorney's office (Appendix A of this Agreement), the Clerk/Register of Deeds office (Appendix B of this Agreement) and the Treasurer's office (Appendix C of this Agreement).

SECTION 1

The Employer and the employees of the County share a mutual concern for providing a safe working environment. In order to better achieve optimum safety at all of its locations and for all of its employees, the County and the Union agree to abide by OSHA and MIOSHA for the protection of the County and its employees.

SECTION 2

The Employer or the Union shall, in writing, communicate its concern in the form of a safety recommendation. The safety recommendation shall be recorded on a form provided

by the Human Resources Department and shall identify the location, setting, danger, and remedy in the issue.

SECTION 3

In the event the safety recommendation is not implemented, or the Union is apprised of the disposition of the recommendation within five (5) days of the written communication, either party may request a meeting to discuss the reasons and/or difficulties in implementing the safety recommendation. Members of the Bargaining Unit called upon to be present at such meeting shall receive their regular pay and benefits when such scheduling is during an employee's regularly scheduled hours of work.

SECTION 4

Responsibilities for the approval and initiation of procedures or policies to promote a safer working environment rest with the Employer and the employees.

SECTION 5

The County will post diagrammed escape routes in a conspicuous place in each of its offices in all County Buildings. The postings will include instructions for evacuation in the event of specific types of disasters and emergencies.

ARTICLE 43 **DISCRIMINATION AND HARASSMENT**

SECTION 1

The Employer and its Supervisors and the Union and its members agree that all employees are entitled to a work place free of discrimination, sexual, racial or religious in nature and physical, sexual or verbal abuse. The Employer and the Union agree to take action to prevent any such unacceptable conduct and to deal with any related complaints in a fair, impartial and timely manner.

SECTION 2

The Employer will endeavor to train Supervisors, Elected Officials, Managers and Department Heads in the proper administration of this Agreement including the subject of unlawful harassment. The Union will also endeavor to train its Officers and Stewards as to the proper administration of this Agreement and will further endeavor to educate its members as to the subject of unlawful harassment.

SECTION 3

A. HOSTILE WORK ENVIRONMENT DEFINED

A hostile work environment exists only when an employee is made to suffer based on the following illustrative but not exhaustive circumstances.

1. The employee is made to suffer ridicule, abuse or disparate treatment based on his or her gender, race, ethnicity, religion, disability or other protected status.

2. The sources of the hostile treatment is a Supervisor, co-worker or customer.
3. The hostile activity occurs on the County's premises, workplace or on the way to or from the County's workplace.

B. EVIDENCE OF A HOSTILE WORK ENVIRONMENT

The environment is hostile when it creates fear, intimidation, ostracizes, psychologically or physically threatens, embarrasses, ridicules or in some other way unreasonably over burdens or precludes an employee from reasonably performing his or her work.

C. DEPARTMENT HEAD AND SUPERVISORY RESPONSIBILITY

The Department Head and/or Supervisor have the following obligations and responsibilities.

1. The Department Head and/or Supervisor must be proactive in responding to any act of hostility and harassment even absent an employee complaint. In other words, it is the responsibility of the Department Head and/or Supervisor to take whatever action necessary to maintain a work environment free of hostility as defined by this policy.
2. The Department Head and/or Supervisor must take any complaint seriously and investigate thoroughly.
3. The Department Head and/or Supervisor must report any allegations or complaints of a hostile work environment to the Human Resources Department.
4. The Department Head and/or Supervisor must take necessary corrective action.

ARTICLE 44
WAGES

AFSCME 1089

3.5%- Increase January 01, 2023

3%- Increase January 01, 2024

TITLE	JOB GROUP	WAGE RANGE
4H EXTENSION PROGRAM COORDINATOR	II	CC
ACCOUNT CLERK I	I	C
ACCOUNT CLERK II	I	E
ACCOUNT CLERK III	I	F
ACCOUNTANT-STAFF	II	H
ADMINISTRATIVE ASSISTANT	I	E
ANALYST-CLAIMS	I	EE
ANALYST-GIS	II	G
ANALYST-NETWORK	II	I
ANIMAL CONTROL OFFICER I	I	EE
APPLICATION AND WEB DEVELOPER	II	HH
APPRAISER I	II	DD
APPRAISER II	II	F
APPRAISER III/ASSESSOR	II	G
APPRAISER-SENIOR	II	GG
ASSESSOR-SENIOR	II	GG
ASSISTANT DEPUTY TREASURER	II	EE
ASSISTANT/4-H PROGRAM	I	CC
ASSISTANT-AUTOMATION PROJECTS	I	E
ASSOCIATE PLANNER	II	G
BILLING & SUPPORT COORDINATOR	II	DD
ATTENDANT II-LANDFILL	I	E
ATTENDANT I-LANDFILL	I	C
BRANCH LEAD I	II	AA
BRANCH LEAD II	II	A
CLERK I	I	C
CLERK II	I	CC
COMMUNITY HEALTH EDUCATION & OUTREACH COORDINATOR	II	H
COURT CLERK I-PUBLIC DEFENDER	I	D
COURT CLERK II-PUBLIC DEFENDER	I	E
COURT CLERK III-PUBLIC DEFENDER	I	F
CLERK-SHIPPING/RECEIVING/MAIL	I	C
COORD. - ENVIRONMENTAL HEALTH	III	E
COORD-SPCL EVNTS/MRKTG/VOLNTR	II	EE

COURT CLERK III-P.A.	I	F
DEPUTY CLERK I	I	D
DEPUTY CLERK II	I	E
DEPUTY CLERK III	I	F
CUSTODIAN I	I	AA
CUSTODIAN II	I	DD
DIGITAL SERVICES LIBRARIAN	II	F
DRAIN FIELDMAN	I	EE
DRAIN INSPECTOR-VEGETATION SPECIALIST	II	DD
EDUCATOR-ENVIROMENTAL	II	FF
EXECUTIVE ASSISTANT	I	FF
GIS TECHNICIAN	II	E
INFORMATICS COORDINATOR	II	G
LANDFILL OPERATIONS COORDINATOR	II	G
LIBRARY BRANCH ASSISTANT	I	AA
LIBRARY TECHNICIAN	I	CC
MAINTENANCE COORDINATOR	II	DD
NATURALIST-INVASIVE SPECIES SPECIALIST	II	F
OFFICE COORDINATOR	I	EE
OFFICE SPECIALIST	I	EE
OFFICE SUPPORT SPECIALIST	II	CC
OUTREACH COMMUNITY COORDINATOR	II	GG
PARK COORDINATOR	II	D
BREASTFEEDING PEER COUNSELOR	I	AA
PLANNER-HOMELAND SECURITY	II	DD
PROJECT MANAGER	II	EE
PUBLIC HEALTH TECHNICIAN	II	AA
PURCHASING COORDINATOR	II	G
RANGER I - PARK	I	AA
RANGER II-PARK	I	D
REFERENCE LIBRARIAN	II	EE
REGISTERED DIETITIAN	II	FF
SANITARIAN	II	FF
SANITARIAN II	II	G
SENIOR LIBRARIAN	III	DD
SENIOR PLANNER	II	I
SPECIALIST-NETWORK/DATABASE	II	EE
TECH-COMMUNICATION SYSTEMS NET	II	G
TECHNICIAN-HELP DESK	II	DD
TECHNICIAN-IT NETWORK I	II	EE
TECHNICIAN-IT NETWORK II	II	G
TECHNICIAN-VISION/HEARING	II	AA

TITLE ANALYST	II	E
VIDEO TECHNICIAN	I	E
WORKER-AIRPORT BLDG/GRNDS	I	EE
WORKER-LAUNDRY	I	AA
WORKER-MAINTENANCE	I	EE
WRKR-MAINT/ELECTRICIAN	II	E
WRKR-MAINT/HVAC	II	E
DEPUTY SR. CLERK COORDINATOR	II	F

<u>HIRED ON OR BEFORE DECEMBER 31, 2017</u>	Effective 1/1/23 3.5% increase	Effective 1/1/24 3.0% increase
TITLE	2023	2024
COORD. - ENVIRONMENTAL HEALTH	\$ 70,261	\$ 72,369
COORD-SPCL EVNTS/MRKTG/VOLNTR	\$ 57,034	\$ 58,745
DRAIN FIELDMAN	\$ 52,142	\$ 53,706
LANDFILL OPERATIONS COORDINATOR	\$ 64,983	\$ 66,932
OFFICE COORDINATOR	\$ 47,889	\$ 49,326
OFFICE SPECIALIST	\$ 47,889	\$ 49,326
PUBLIC HEALTH TECHNICIAN	\$ 42,025	\$ 43,286
SANITARIAN	\$ 61,751	\$ 63,603
SANITARIAN II	\$ 64,034	\$ 65,955
TECHNICIAN-VISION/HEARING	\$ 44,413	\$ 45,745

2023 County Wage Structure

3.5% increase

		Start	6 months	1 year	2 year	3 year	4 year	5 year	6 year	Wage Range
Group I: Office Professionals/General										
	A	24,971	25,970	27,008	28,088	29,213	30,380	31,595	32,859	A
	AA	25,970	27,008	28,088	29,213	30,380	31,595	32,859	34,174	AA
	B	27,008	28,088	29,213	30,380	31,595	32,859	34,174	35,540	B
	BB	28,088	29,213	30,380	31,595	32,859	34,174	35,540	36,963	BB
	C	29,213	30,380	31,595	32,859	34,174	35,540	36,963	38,440	C
	CC	30,380	31,595	32,859	34,174	35,540	36,963	38,440	39,979	CC
	D	31,595	32,859	34,174	35,540	36,963	38,440	39,979	41,577	D
	DD	32,859	34,174	35,540	36,963	38,440	39,979	41,577	43,241	DD
	E	34,174	35,540	36,963	38,440	39,979	41,577	43,241	44,971	E
	EE	35,540	36,963	38,440	39,979	41,577	43,241	44,971	46,769	EE
	F	36,963	38,440	39,979	41,577	43,241	44,971	46,769	48,640	F
	FF	38,440	39,979	41,577	43,241	44,971	46,769	48,640	50,585	FF
	G	39,979	41,577	43,241	44,971	46,769	48,640	50,585	52,609	G
Group II: Professional/Technical										
	A	30,380	31,595	32,859	34,174	35,540	36,963	38,440	39,979	A
	AA	31,595	32,859	34,174	35,540	36,963	38,440	39,979	41,577	AA
	B	32,859	34,174	35,540	36,963	38,440	39,979	41,577	43,241	B
	BB	34,174	35,540	36,963	38,440	39,979	41,577	43,241	44,971	BB
	C	35,540	36,963	38,440	39,979	41,577	43,241	44,971	46,769	C
	CC	36,963	38,440	39,979	41,577	43,241	44,971	46,769	48,640	CC
	D	38,440	39,979	41,577	43,241	44,971	46,769	48,640	50,585	D
	DD	39,979	41,577	43,241	44,971	46,769	48,640	50,585	52,609	DD
	E	41,577	43,241	44,971	46,769	48,640	50,585	52,609	54,713	E
	EE	43,241	44,971	46,769	48,640	50,585	52,609	54,713	56,902	EE
	F	44,971	46,769	48,640	50,585	52,609	54,713	56,902	59,177	F
	FF	46,769	48,640	50,585	52,609	54,713	56,902	59,177	61,545	FF
	G	48,640	50,585	52,609	54,713	56,902	59,177	61,545	64,008	G
	GG	50,585	52,609	54,713	56,902	59,177	61,545	64,008	66,566	GG
	H	52,609	54,713	56,902	59,177	61,545	64,008	66,566	69,231	H
	HH	54,713	56,902	59,177	61,545	64,008	66,566	69,231	71,998	HH
	I	56,902	59,177	61,545	64,008	66,566	69,231	71,998	74,878	I
	II	59,177	61,545	64,008	66,566	69,231	71,998	74,878	77,874	II
	J	61,545	64,008	66,566	69,231	71,998	74,878	77,874	80,989	J
	JJ	64,008	66,566	69,231	71,998	74,878	77,874	80,989	84,229	JJ
	K	66,566	69,231	71,998	74,878	77,874	80,989	84,229	87,598	K
	KK	69,231	71,998	74,878	77,874	80,989	84,229	87,598	91,102	KK
	L	71,998	74,878	77,874	80,989	84,229	87,598	91,102	94,745	L
	LL	74,878	77,874	80,989	84,229	87,598	91,102	94,745	98,535	LL
	M	77,874	80,989	84,229	87,598	91,102	94,745	98,535	102,476	M
	MM	80,989	84,229	87,598	91,102	94,745	98,535	102,476	106,577	MM
	N	84,229	87,598	91,102	94,745	98,535	102,476	106,577	110,839	N
	NN	87,598	91,102	94,745	98,535	102,476	106,577	110,839	115,273	NN
Group III: Division Heads/Supervisors										
	A	38,440	39,979	41,577	43,241	44,971	46,769	48,640	50,585	A
	AA	39,979	41,577	43,241	44,971	46,769	48,640	50,585	52,609	AA
	B	41,577	43,241	44,971	46,769	48,640	50,585	52,609	54,713	B
	BB	43,241	44,971	46,769	48,640	50,585	52,609	54,713	56,902	BB
	C	44,971	46,769	48,640	50,585	52,609	54,713	56,902	59,177	C
	CC	46,769	48,640	50,585	52,609	54,713	56,902	59,177	61,545	CC
	D	48,640	50,585	52,609	54,713	56,902	59,177	61,545	64,008	D
	DD	50,585	52,609	54,713	56,902	59,177	61,545	64,008	66,566	DD
	E	52,609	54,713	56,902	59,177	61,545	64,008	66,566	69,231	E

2024 County Wage Structure

3% increase										
		Start	6 months	1 year	2 year	3 year	4 year	5 year	6 year	Wage Range
Group I: Office Professionals/General										
	A	25,720	26,749	27,818	28,930	30,089	31,292	32,543	33,845	A
	AA	26,749	27,818	28,930	30,089	31,292	32,543	33,845	35,199	AA
	B	27,818	28,930	30,089	31,292	32,543	33,845	35,199	36,606	B
	BB	28,930	30,089	31,292	32,543	33,845	35,199	36,606	38,072	BB
	C	30,089	31,292	32,543	33,845	35,199	36,606	38,072	39,593	C
	CC	31,292	32,543	33,845	35,199	36,606	38,072	39,593	41,178	CC
	D	32,543	33,845	35,199	36,606	38,072	39,593	41,178	42,824	D
	DD	33,845	35,199	36,606	38,072	39,593	41,178	42,824	44,538	DD
	E	35,199	36,606	38,072	39,593	41,178	42,824	44,538	46,320	E
	EE	36,606	38,072	39,593	41,178	42,824	44,538	46,320	48,172	EE
	F	38,072	39,593	41,178	42,824	44,538	46,320	48,172	50,099	F
	FF	39,593	41,178	42,824	44,538	46,320	48,172	50,099	52,103	FF
	G	41,178	42,824	44,538	46,320	48,172	50,099	52,103	54,187	G
Group II: Professional/Technical										
	A	31,292	32,543	33,845	35,199	36,606	38,072	39,593	41,178	A
	AA	32,543	33,845	35,199	36,606	38,072	39,593	41,178	42,824	AA
	B	33,845	35,199	36,606	38,072	39,593	41,178	42,824	44,538	B
	BB	35,199	36,606	38,072	39,593	41,178	42,824	44,538	46,320	BB
	C	36,606	38,072	39,593	41,178	42,824	44,538	46,320	48,172	C
	CC	38,072	39,593	41,178	42,824	44,538	46,320	48,172	50,099	CC
	D	39,593	41,178	42,824	44,538	46,320	48,172	50,099	52,103	D
	DD	41,178	42,824	44,538	46,320	48,172	50,099	52,103	54,187	DD
	E	42,824	44,538	46,320	48,172	50,099	52,103	54,187	56,354	E
	EE	44,538	46,320	48,172	50,099	52,103	54,187	56,354	58,609	EE
	F	46,320	48,172	50,099	52,103	54,187	56,354	58,609	60,953	F
	FF	48,172	50,099	52,103	54,187	56,354	58,609	60,953	63,392	FF
	G	50,099	52,103	54,187	56,354	58,609	60,953	63,392	65,928	G
	GG	52,103	54,187	56,354	58,609	60,953	63,392	65,928	68,563	GG
	H	54,187	56,354	58,609	60,953	63,392	65,928	68,563	71,307	H
	HH	56,354	58,609	60,953	63,392	65,928	68,563	71,307	74,158	HH
	I	58,609	60,953	63,392	65,928	68,563	71,307	74,158	77,125	I
	II	60,953	63,392	65,928	68,563	71,307	74,158	77,125	80,210	II
	J	63,392	65,928	68,563	71,307	74,158	77,125	80,210	83,419	J
	JJ	65,928	68,563	71,307	74,158	77,125	80,210	83,419	86,756	JJ
	K	68,563	71,307	74,158	77,125	80,210	83,419	86,756	90,226	K
	KK	71,307	74,158	77,125	80,210	83,419	86,756	90,226	93,835	KK
	L	74,158	77,125	80,210	83,419	86,756	90,226	93,835	97,587	L
	LL	77,125	80,210	83,419	86,756	90,226	93,835	97,587	101,491	LL
	M	80,210	83,419	86,756	90,226	93,835	97,587	101,491	105,550	M
	MM	83,419	86,756	90,226	93,835	97,587	101,491	105,550	109,774	MM
	N	86,756	90,226	93,835	97,587	101,491	105,550	109,774	114,164	N
	NN	90,226	93,835	97,587	101,491	105,550	109,774	114,164	118,731	NN
Group III: Division Heads/Supervisors										
	A	39,593	41,178	42,824	44,538	46,320	48,172	50,099	52,103	A
	AA	41,178	42,824	44,538	46,320	48,172	50,099	52,103	54,187	AA
	B	42,824	44,538	46,320	48,172	50,099	52,103	54,187	56,354	B
	BB	44,538	46,320	48,172	50,099	52,103	54,187	56,354	58,609	BB
	C	46,320	48,172	50,099	52,103	54,187	56,354	58,609	60,953	C
	CC	48,172	50,099	52,103	54,187	56,354	58,609	60,953	63,392	CC
	D	50,099	52,103	54,187	56,354	58,609	60,953	63,392	65,928	D
	DD	52,103	54,187	56,354	58,609	60,953	63,392	65,928	68,563	DD
	E	54,187	56,354	58,609	60,953	63,392	65,928	68,563	71,307	E

ARTICLE 45
TERMINATION OF AGREEMENT

This Agreement shall be in effect and become operative on January 1, 2023 and shall continue in operation and effect through December 31, 2024. If either party hereto desires to terminate, modify, or amend this Agreement, it shall give notice at least ninety (90) days prior to December 31, 2024 to the Employer or to the Union as the case may be, of its intention to terminate, modify or amend this Agreement. If either party fails to give notice, such failure shall not prevent the party from making proposals it wishes to make in negotiations. The parties mutually agree to endeavor to begin negotiations not later than ninety (90) days prior to the expiration of this Agreement.

In witness whereof, the parties hereto have executed this Agreement the 1st day of November 2022

FOR THE UNION

FOR THE EMPLOYER

Terrie Campbell 11-8-2022
Terrie Campbell
AFSCME Council #25

[Signature]
Jeff Bohm, Chairperson
Board of Commissioners

Faith Wormsbacher 11-8-2022
Faith Wormsbacher
President, Local 1089

[Signature]
Jay DeBoyer
County Clerk

Deborah Morgan 11-01-22
Bargaining Committee Member

[Signature]
Karry Hepting
County Administrator/Controller

11-29-22
Date

11-29-22
Date