

A G R E E M E N T

Between The

THE ST. CLAIR COUNTY PROSECUTING ATTORNEY
THE ST. CLAIR COUNTY BOARD OF COMMISSIONER

AND

PROSECUTING ATTORNEY CLERICAL EMPLOYEES

A.F.S.C.M.E. LOCAL 1089

July 1, 2005

THROUGH

JUNE 30, 2009

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AGREEMENT

This Agreement on behalf of Legal Stenographers employed in the office of the St. Clair County Prosecuting Attorney entered into by the St. Clair County Public Service Employees, Local 1089, AFSCME, AFL-CIO (hereafter referred to as the "Union"), and the St. Clair County Prosecuting Attorney (hereafter referred to as the "Prosecutor") and the Board of Commissioners of St. Clair County (hereafter referred to as the "County"), effective October 20, 1998 for all terms and conditions as set forth herein, shall recognize the St. Clair County Prosecuting Attorney as Co-Employer with the County of St. Clair as it affects employees of the department of Prosecuting Attorney.

This Agreement shall exclusively provide, define and establish terms and conditions of employment for Legal Stenographers employed in the office of the St. Clair County Prosecuting Attorney without regard to, reference to or application of any other collective bargaining agreement between the Union and the County. The Prosecutor shall exercise exclusive authority and responsibility to collectively bargain matters of administrative policy, procedure and fringe benefits. The County shall exercise exclusive authority and responsibility to collectively bargain matters of wages, economic fringe benefits and procedures.

PURPOSE AND INTENT

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 Co-Employer, the employees, and the Union.

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

ARTICLE 1
RECOGNITION

SECTION 1

The Union is hereby recognized as the exclusive representative to the Co-Employer for the purpose of collective bargaining where applicable with respect to wages, rates of pay, hours of employment, and other employment conditions for all legal stenographers within the Prosecutor's Office.

ARTICLE 2
UNION SECURITY

SECTION 1

Employees covered by this Agreement at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a service fee equivalent to union dues for the duration of this Agreement,

within thirty (30) days after the effective day of this Agreement.

SECTION 2

As a condition of continued employment, all employees who are hired, rehired, or transferred into the Bargaining Unit shall, within thirty (30) days after the effective date of this Agreement and for its duration, become members of the Union and pay dues as required by the Union, or elect not to become a member of the Union and pay to the Union a service fee equivalent to union dues.

ARTICLE 3
UNION DUES AND SERVICE FEE DEDUCTIONS

SECTION 1

CHECK OFF:

- a. The County agrees to deduct from the wages of any employee, all union membership dues or service fees, as provided in a designated written authorization form. The executed written authorization for union dues or service fee deduction shall remain in full force and effect during the period of the Contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to the expiration of this Agreement. The termination notice must be given both to the County 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 County 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.
- 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 deductions using the following dues deduction form. An employee may initiate, modify or discontinue payroll deduction no more than twice in a twelve (12) month period.

AUTHORIZATION FORM

TO: _____
Employer

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

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

SECTION 3

The Union shall indemnify, defend, and save the Co-Employers 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 Co-Employer for the purposes of complying with the provisions of this Article and Article 2 - Union Security. It is further agreed that no employee shall have any claim against the Co-Employer for any deductions made or not made, as the case may be, except that the Co-Employer shall be responsible to provide the Union with dues or service fees deducted from the employee's pay. In no case shall the Co-Employer responsible to pay the employee an amount equal to dues or service fees which may or may not have been deducted and paid to the Union.

ARTICLE 4
UNION REPRESENTATION

SECTION 1

Employees covered by this Agreement shall be represented on all matters of application of this Agreement by one (1) steward employed with the Prosecuting

Attorney and the local president.

SECTION 2

Employees subject to this Agreement shall be represented by a bargaining committee selected by the employees of the Prosecutor's Office comprised of no more than two (2) members who shall be employed in the office of the Prosecuting Attorney. 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 Co-Employer will continue to provide the compensation and benefits of no more than two (2) committee members who are from the same department. The Co-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 during regularly scheduled hours of work.

SECTION 4

The Union shall notify the Prosecutor and Human Resources Director, in writing of names 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 Co-Employer. Changes in Union representation shall be made, in writing, to the Prosecutor and Human Resources Director in prompt fashion.

SECTION 5

The representation of employees shall not unduly disrupt the operation of the Co-Employer's effective rendering of services. To facilitate this end, the employee representative and the employee(s) shall notify the Prosecutor of their need to meet and confer or to expedite Union business. The Prosecutor shall not deny any reasonable request that does not unduly disrupt the effectiveness of the department's operation. The Co-Employer, 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.

ARTICLE 5
MANAGEMENT RIGHTS

SECTION 1

The County of St. Clair and the St. Clair County Prosecutor, on their own behalf and on behalf of the people of the County, retains and reserves unto themselves without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Michigan, and of the United States regarding the St. Clair County Prosecuting Attorney's office.

SECTION 2

- A. The Prosecuting Attorney is the one elected official in the state of Michigan identified in law as the “chief law enforcement official of the County”. The Prosecuting Attorney is directly accountable to the citizens of the County and is ultimately responsible for every discretionary decision rendered by him or any member of his staff. This Agreement recognizes the high levels of trust and confidence that are necessary to maintain a sound working relationship between the Prosecuting Attorney and the employees covered under this Agreement.
- B. The Prosecuting Attorney, on his own behalf and on the behalf of the County, hereby retains and reserves unto himself and his office, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in such office by the laws and Constitution of the State of Michigan, and of the United States. These rights specifically include the right to the executive management and administrative control of the Prosecuting Attorney’s office. The exercise of these powers, rights, authority, duties and responsibilities by the Prosecuting Attorney and the adoption of such rules, regulations and policies as the Prosecuting Attorney may deem necessary, may be limited only by the specific and expressed terms of this Agreement.
- C. The Prosecuting Attorney retains all rights provided by law, which include but are not limited to those listed here:
 - i. To manage and operate the office of Prosecuting Attorney and its business and to maintain order and efficiency in its operation.
 - ii. To hire and discharge employees covered by this Agreement. It is understood between the parties that employment under this Agreement is subject to commencement and termination at the will of the Prosecuting Attorney.
 - iii. To promote, demote, discipline or suspend employees covered by this Agreement.
 - iv. To install, modify or change methods of operations, work schedules and work assignments.

ARTICLE 6
GRIEVANCE PROCEDURE

SECTION 1

A grievance is any dispute, controversy or difference between a bargaining unit member of the Union and the Co-Employer on any issue with respect to meaning, application or interpretation of any term or provision of this Agreement.

SECTION 2

A grievance shall refer to the specific provision(s) of this Agreement alleged to

have been violated.

SECTION 3

A grievance that specifically applies to salary or economic fringe benefit(s) shall be considered economic. All other matters shall be considered non-economic. An economic grievance shall be limited to the application and administration of the Co-Employer's wage plan and/or fringe benefit program. A grievance shall not be considered economic when compensation and/or fringe benefits are affected as a consequence of applying a non-economic provision of this Agreement, such as but not limited to discipline, layoff, etc.

- A. The Prosecuting Attorney shall have authority to hear and resolve all non-economic grievances including but not limited to:
 - 1. The right of the employee to overtime pay and/or compensatory time credit.
 - 2. The approval or denial of sick day, vacation day, and/or compensatory time use.
 - 3. The maintenance of sick day, vacation day, and/or compensatory time records
 - 4. The appropriateness and implementation of discipline up to and including discharge.

- B. The County shall have the authority to hear and resolve all economic grievances including but not limited to:
 - 1. The administration of health, life, dental and disability insurance programs.
 - 2. The administration of service recognition.
 - 3. The administration of worker's compensation.

SECTION 4

The economic grievance shall be subject to the following procedure.

- a. An economic grievance shall be referred to the Human Resources Director for resolution within fifteen (15) calendar days of occurrence to be considered timely.

- b. An economic grievance may be appealed to binding arbitration if written notice is given to the Human Resources Director within thirty (30) calendar days of the County's grievance response.

- c. The Union shall within sixty (60) calendar days following notice of intent, request arbitration through the American Arbitration Association or as otherwise mutually agreed to by the parties or the matter will be untimely. The fees and expenses of the arbitrator shall be shared equally by the County and the Union. All other expenses related to the arbitration proceedings, including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.

- d. The arbitrator shall be limited to apply and interpret those Articles and sections of this Agreement and shall have powers as hereby limited by application of Section 1 of this Article, after due investigation, to make a decision in cases of

alleged violation, misinterpretation, or misapplication of a specified Article or Section of this Agreement.

- e. A grievance relating to pay rates or changes thereto which are within the discretion of the Prosecuting Attorney shall be addressed by the procedure for non-economic grievances as stated in the following Section 5 through 7 and shall not be subject to binding arbitration.

SECTION 5

A non-economic grievance shall first be brought to the attention of the Chief Assistant Prosecuting Attorney within fifteen (15) calendar days of occurrence. The grievance shall not be in writing and shall be expressed in confidence by the aggrieved employee to the Chief Assistant Prosecuting Attorney. The employee may be accompanied by any duly designated employee representative covered by this Agreement. The employee will be given full opportunity to be heard and present any evidence or facts in support of his or her position. Every effort shall be made to affect a resolution of the grievance at this stage.

SECTION 6

A grievance which is not resolved at the first step shall then be expressed to the Prosecuting Attorney. It shall not be in writing and shall be communicated in confidence with the full opportunity to be heard and present witnesses and evidence if so desired. The grievant may have any employee representative covered by this Agreement present. The Prosecuting Attorney shall consider the recommendation of the Chief Assistant Prosecuting Attorney resultant from the first step of the grievance procedure, as well as the responses to it, if any, from the grievant. The Prosecuting Attorney shall independently determine the resolution of the grievance de novo.

SECTION 7

In the event the grievance is not resolved at the second step, the grievance shall be reduced to writing and distributed to all employees covered by this Agreement. Upon receipt of the grievance the employees shall advise of their position on the grievance and tender any comments they deem appropriate. The position statement and comments may be unsigned and directed in confidence to the Prosecuting Attorney and Chief Assistant. In recognition of the professional nature of the staff and in an effort to maintain a harmonious working relationship, full consideration will be given to the positions and comments tendered. Disposition of the grievance shall be made in the sole discretion of the Prosecuting Attorney. The disposition of the grievance and the basis for the disposition shall be communicated in writing to the employees, if requested by them.

SECTION 8

The following applies to an employee whose employment is being terminated by the Prosecuting Attorney.

1. The employee shall be entitled to voluntarily resign. The employee shall execute a waiver provided by the Prosecuting Attorney by which the employee agrees to not initiate any action against the Co-Employers for loss of employment or employment related compensation, including fringe benefits, or any form of punitive

damage. The terminating employee shall be provided with severance pay as hereby follows:

- a. An employee with two (2) or fewer years of employment in the department shall be entitled to two-thirds (2/3) of two (2) months of salary at the discharged employee's final rate of pay.
- b. An employee with three (3) years of employment in the department shall be entitled to two-thirds (2/3) of three (3) months of salary at the discharged employee's final rate of pay.
- c. An employee with four (4) or more years of employment in the department shall be entitled to two-thirds (2/3) of four (4) months of salary at the discharged employee's final rate of pay.

2. An employee who is not provided the option to resign, or is provided the option and chooses not to resign and is terminated, shall be entitled to pursue binding arbitration through the American Arbitration Association as provided in Section 4, paragraph c. of this Article. In the event it is determined that the discharge was inappropriate, the arbitrator shall be strictly limited to awarding severance pay in accordance with paragraph 1. above and such remedy shall be final and binding on all the parties.

3. A waiver shall not be required in the event an employee is terminated within sixty (60) days of the taking of office of a newly elected Prosecuting Attorney and severance pay shall be provided in accordance with the formula recited in paragraph 1. above.

ARTICLE 7 **LAYOFF & RECALL**

SECTION 1

Layoff shall mean a reduction in the work force due to a decrease of work, reorganization and/or restructuring as determined by the Prosecuting Attorney or budget limitation as determined by the County, subject to minimum levels of service ability as determined by law.

SECTION 2

When a layoff is determined to be necessary by the Co-Employer, the Union shall be notified promptly. The affected employee shall be provided fourteen (14) calendar days notice of their scheduled layoff. A laid off employee shall be entitled to pay for each work day short of fourteen (14) calendar days. The Union may request to meet with the Co-Employer prior to implementing a layoff. The Co-Employer shall make every reasonable effort to meet with the Union during the fourteen (14) calendar day period. The Co-Employer shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting.

SECTION 3

When a layoff is necessary in the bargaining unit, it shall be within the

discretion of the Prosecuting Attorney to determine which individual or individuals shall be the subject of the layoff. Seniority shall be considered as an important factor in the decision but shall not be controlling or binding on the Prosecuting Attorney.

SECTION 4

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

SECTION 5

A laid off 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 one (1) year. In the event a position becomes available, the Prosecuting Attorney shall recall the laid off employee to work, provided the laid off employee is able to perform all the required tasks as determined exclusively by the Prosecuting Attorney. In the event the employee is unable to perform all the tasks, the employee shall be eligible for severance pay as outlined in Article 6 – Grievance Procedure, Section 8. In the event an individual is recalled from layoff, his or her benefits shall be reinstated consistent with their rights of seniority prior to their layoff.

ARTICLE 8
RATES FOR NEW JOBS

SECTION 1

The Prosecuting Attorney and/or the County shall notify the Union of a newly proposed classification and rate structure not less than thirty (30) calendar days prior to the time the classification becomes effective.

SECTION 2

The Union shall, no less than ten (10) calendar days prior to implementation, request a meeting to collectively bargain or discuss the rate structure, which meeting shall be held or the matter shall be considered resolved.

SECTION 3

The Prosecuting Attorney and/or County shall not make an appointment to the proposed classification for a period of thirty (30) calendar days from the date of the Union's request.

ARTICLE 9
VETERANS

SECTION 1

The re-employment rights of employees will be in accordance with all

applicable laws and regulations.

SECTION 2

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 10 LEAVES OF ABSENCE

SECTION 1

Leaves of absence for reasonable periods, not to exceed one (1) year may be granted within the discretion of the Prosecuting Attorney for the following purposes:

- A. Illness leave (physical or mental); and
- B. Prolonged illness of spouse or child.

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

SECTION 2

An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under the Act and a fact sheet shall be provided the employee in a reasonable method and manner. Leave taken under the Act will be taken consistent with the Act and this provision and the policy of the Co-Employer.

SECTION 3

Leaves of absence for reasonable periods, not to exceed one (1) year, may be granted within the discretion of the Prosecuting Attorney for educational purposes consistent with meeting the operating needs of the Department.

SECTION 4

All leaves based upon illness shall be supported by a statement from the attending physician, when requested by the Co-Employer. In all cases of illness extending beyond seven (7) calendar days, the employee shall provide, upon request by the Co-Employer and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. The Co-Employer may waive the right, but such waiver shall not form the basis for submitting a grievance when such

waiver is not granted.

SECTION 5

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

SECTION 6

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 that the employee has recovered and is able to return to normal work duties.

SECTION 7

Request for an extension of a leave of absence shall be submitted in writing to the Prosecuting Attorney no less than five (5) working days prior to the expiration date of the leave.

SECTION 8

While on a leave of absence without pay, the employee accrues no vacation time, sick days, retirement credit, or gain from any other fringe benefit.

- a. An employee receiving compensation during a short term disability 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.

SECTION 9

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

SECTION 10

Leaves of absence with pay for short term educational training which, in the judgment of the Prosecuting Attorney, would benefit the County may be authorized by the Prosecuting Attorney.

ARTICLE 11 WORKING HOURS AND OVERTIME

SECTION 1

The work day shall consist of seven and one-half (7 1/2) hours and the work week shall consist of thirty-seven and one-half (37 1/2) hours.

SECTION 2

The working hours will generally, but not strictly, coincide with the hours of other County employees.

SECTION 3

Employees covered by this Agreement shall be available as needed and determined as necessary by the Prosecuting Attorney in the administration of his office, the purposes of which will include, without limitation, such things as search and arrest warrant preparations and weekend arraignments.

SECTION 4

Employees shall be compensated one and one-half (1 1/2) their base hourly wage for:

- a. All work performed by employees in excess of their normally scheduled hours in a day
- b. All work performed by employees in excess of their normally scheduled hours in a seven (7) consecutive day work week.
- c. Early reporting time: Any full time employee called to work before the start of their regular work day shall receive one and one-half (1 1/2) times their regular pay for the hours worked prior to their normal start only.
- d. Call back time: Any full time employee called back to work after the end of their regular work day shall receive one and one-half (1 ½) times their regular pay for the hours worked after the end of their normal work day. An employee called back to work for overtime shall be guaranteed at least two (2) hours pay or compensatory time at the employee's discretion at the rate of one and one-half (1 ½) times their regular pay.
- e. The provisions of subparagraph a, b, c and d shall be applied individually to each situation and not collectively. The employee shall not have overtime compounded by these subparagraphs by applying the provisions together in the same instance.

SECTION 5

Employees shall be compensated at twice their base hourly wage for:

- a. All work performed on the seventh (7th) consecutive work day.
- b. All work performed on a holiday.

SECTION 6

The Prosecutor may compensate the employee that works overtime with compensatory time. Compensatory time shall be scheduled at the mutual convenience of the employee and the Prosecutor. Compensatory time shall not accrue beyond twenty-two and one half (22.5) total hours. All overtime hours beyond

twenty-two and one half (22.5) hours shall be compensated in the form of pay. The employee shall not be allowed to carry more than twenty-two and one half (22 1/2) hours of compensatory time in a calendar year. A maximum of seven and one half (7 1/2) hours of compensatory time may be carried from one calendar year to the next calendar year. Compensatory time accrued but unused or not carried forward shall be paid to the employee at their current rate of pay the final pay period of November of each calendar year.

SECTION 7

The Prosecuting Attorney may require employees to be "on call" on weekends and holidays.

- a. The Prosecuting Attorney shall endeavor to equalize the number of days employees are "on call" throughout the calendar year.
- b. Employees may voluntarily trade or give scheduled "on call" duty when approved in advance by the Prosecuting Attorney or designee.
- c. An employee "on call" shall be provided with two (2) hours of compensatory time for each weekend day and four (4) hours for each holiday of "on call" duty.
- d. In the event the employee is actually called in to work, the employee shall be paid overtime in accordance with section 4.d. and section 4.b. or 5 as applicable and shall be entitled to compensatory time as provided in the preceding subsection c.

SECTION 8

The employee actually called into work shall also be entitled to mileage compensation as provided in Article 24 – Mileage Reimbursement.

ARTICLE 12 **SENIORITY**

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

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 5

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 23 - Service Recognition.

SECTION 6

A part time employee hired on or after January 1, 1983 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.
- b. The employee shall be placed on the accrual schedule for sick and vacation days in accordance with their prorated 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 23, Service Recognition provided that they become full time employees prior to July 1, 1996.

SECTION 7

Prorated seniority shall be calculated in the following manner.

- a. The total number of worked by a part time employee shall be divided by nineteen hundred and fifty (1950) annual full time hours contingent upon the operation of the department to establish years of full time service.
- b. The remaining hours shall be divided by seven-point-five (7.5) hours in a work day to establish the number of work days.
- c. The work days shall be divided by twenty-one-point-sixty-seven (21.67) the average number of work days in a month.
- d. The remaining workdays shall be multiplied by one-point-four (1.4) to establish calendar days.
- e. The number of years, months and calendar days shall be subtracted from the employee's date of full hire to establish his or her full time seniority date.

ARTICLE 13 **LOSS OF SENIORITY**

An employee shall lose seniority for the following reasons:

- a. Resigns or quits.
- b. Is discharged and the discharge is not reversed by the Prosecutor.
- 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 one () year.

ARTICLE 14
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 salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee 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-first (21st) work 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. 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. 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 not 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.

SECTION 8

Commencing the one hundred and eighty-first (181st) calendar day, salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be eligible for fringe benefits. 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 of the following options to the core salary continuation (disability) plan:

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

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

SECTION 10

Nothing shall prohibit the County from offering the employee a redemption in lieu of salary continuation. However, the employee shall have sole responsibility to accept or reject a redemptive offer.

SECTION 11

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.

SECTION 12

An employee shall be eligible to use sick days after completion of six (6) months of service.

SECTION 13

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

SECTION 14

An employee on an approved leave of absence shall be subject to all the provisions of Article 10, Leaves of Absence, as it may apply.

SECTION 15

The Co-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. The employee may not use more than ten (10) sick days per occurrence.

SECTION 16

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

SECTION 17

Sick days shall not accrue on a leave of absence without pay.

SECTION 18

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

SECTION 19

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 20

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 21

Each employee shall give the Prosecutor two (2) weeks written notice of termination, or the employee shall forfeit one (1) day of retrievable sick days for each work day short of the required two (2) weeks notice of a voluntary quit.

SECTION 22

A sick day used for any purpose other than provided for by this Agreement shall be considered a misuse and an abuse. The Co-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. An employee who fails to provide proof shall be denied the sick day pay requested.

ARTICLE 15
FUNERAL LEAVE

SECTION 1

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

Up to five (5) working days with pay for:

Spouse, Child, Step Child, Mother or Father.

Up to three (3) working days with pay with up to two (2) additional days with pay to be deducted from sick days for:

Brother or Sister

Up to three (3) working days with pay to be deducted from sick days for:

Step-Parent, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Brother-In-Law, Sister-In-Law, Grand Parent, Grand Child, Step Sibling, Step Grand Child, Legal Guardianship/Dependent

One (1) workday with pay to be deducted from sick days for:

Spouse Stepparent, Spouse Son-In-Law or Daughter-In-Law, Spouse Grand Parent, Spouse Grand Child, Spouse Step Sibling, Spouse Brother-In-Law or Sister-In-Law, Aunt or Uncle, Niece or Nephew.

The employee shall be required to provide proof of death of a family member or relative.

One (1) additional day may be granted, to be deducted from the employee's vacation accumulation, in the event a funeral is two hundred and fifty (250) or more miles from

the employee's residence.

ARTICLE 16
JURY DUTY

SECTION 1

An employee who is called to perform jury duty shall inform the Prosecutor 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 employees 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 that are residents of this County who are called to jury duty in a Federal Court outside of this County, two (2) hours of driving time 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 or vacation days, 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 17
INJURY LEAVE

(Worker's Compensation)

SECTION 1

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 an employee of a work related illness or injury.

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 shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus 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 18
VACATIONS**

SECTION 1

All full time County employees, and those part time employees hired prior to January 1, 1986 shall be entitled to vacations according to the following schedule:

<u>Years of Service</u>	<u>Full Time Employees</u> <u>Days</u>
1 - 2	5
3 - 4	10
5 - 9	17
10 - 14	20
15 - 19	23
20 - 24	25
25 - 29	28
30+	30

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

An employee shall be entitled to carry forward from the previous year's accrual as many days that, when added to the anniversary credit, does not exceed 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 Department Head. Such days not used shall be forfeited.

SECTION 5

Vacation days must have the prior approval of the Prosecutor 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

The Prosecutor 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. The Prosecutor 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 Prosecutor and employee. This provision shall mean that one (1) day and same day vacation requests shall not be prohibited by the Prosecutor.

SECTION 7

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

SECTION 8

Upon termination, retirement, or death, the 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 19
HOLIDAYS

SECTION 1

All full time County employees and regularly scheduled 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	January 1
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
Friday following Thanksgiving Day	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

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

SECTION 2

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 3

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.

SECTION 4

The Co-Employer 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 Prosecutor opportunity to make necessary operational arrangements. Such operational arrangements shall not adversely affect the operation of the

department. The Co-Employer will not compensate the employee for time away from the job except that the employee may utilize vacation or compensatory time.

SECTION 5

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

SECTION 6

An employee who is authorized to work a holiday shall be entitled to compensation in accordance with Article 11 – Working hours And Overtime.

ARTICLE 20
HEALTH CARE

SECTION 1

Each full time employee shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 2

Annual Deductible: \$100 – Employee
\$200 – Family

Annual Co-Pays: 90%/10% (BC/BS pays 90% of all approved charges.)

Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Services)

\$ 600.00 Employee
\$1,200.00 Family

\$15.00 Office Visit Co-Pay

Prescription Drug Rider

\$10.00 Generic Prescription Drugs

\$20.00 Brand Name Prescription Drugs

MOPD - Mail Order Prescription Drugs

\$500 Maximum Annual In Network Preventative Services

VCA 80 – Vision Rider

HCA – Hearing Care

FC - Dependent Eligibility

SD - Sponsored Dependent

PD-CM - Contraceptive Medications

PCD – Contraceptive Devices

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

- A. Employees hired on or after July 1, 1985 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.
- B. Employees hired prior to July 1, 1985 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after July 1, 1985 shall pay 50% of the rider premium cost and the County shall pay 50% of the premium cost.
- C. Employees hired prior to July 1, 1985 with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 riders premium costs. Be it provided, however, that enrollment changes on or after July 1, 1985 shall be subject to the preceding subsection b.
- D. Employee premium cost shall be paid by way of payroll deduction.

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.

SECTION 2

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

A. OPTION I BUY UP COMMUNITY BLUE PLAN 1

All coverages and riders subject to:

- No Deductibles
- Prescription Drug Rider
 - \$10.00 Generic Prescription Drugs
 - \$20.00 Brand Name Prescription Drugs
- MOPD - Mail Order Prescription Drugs
- \$500 Maximum Annual In Network Preventative Services
- VCA 80 - Vision Care
- HCA – Hearing Care
- PD-CM - Contraceptive Medications
- PCD – Contraceptive Devices
- \$15.00 Office Visit Co-Pay
- No Out-Of-Pocket Maximum Plus Deductible (Excluding Mental Health Care Services)
- Annual Employee Cash Cost (Deducted bi-weekly)
 - \$ 750.00 – Single Plan

\$1,250.00 – Two Person Plan
\$1,500.00 – Family Plan

B. OPTION III 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 installments the first two (2) pay periods each month.

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 of \$1500 of \$3000 per individual.

B. OPTION I

- * \$200 to a flexible reimbursement account.

C. OPTION II

- * \$150 cash rebate.

SECTION 6

Effective July 1, 2006 an employee participating in the County Health Care Plan shall be entitled to a prefunded Health Reimbursement Account (HRA) from which he or she may pay for unreimbursed health care expenses.

- A. Effective each July 1 of years subsequent to July 1, 2006 a participating employee's HRA shall be credited as follows.
 - 250 Credits – Single Plan Coverage
 - 500 Credits– Two Person Plan Coverage
 - 750 Credits– Family Plan Coverage
- B. Unreimbursed health care expenses are limited to plan co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs.
- C. Unused credits shall accrue from year-to-year and into retirement when the employee is eligible for a pension from the County.
- D. A single credit shall be equal to a single dollar but shall have no cash value for any purpose except for payment of unreimbursed health care expenses limited to co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs.
- E. Upon termination of employment, except as defined in the following subsection F, 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.
- F. In the event the employee retires or defers retirement as defined by the St. Clair County Retirement Plan, his or her credits shall be carried forward 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.

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.

ARTICLE 21
LIFE INSURANCE

SECTION 1

A full time employee shall be eligible for life insurance in the amount of \$35,000 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 22
ACT OF GOD

SECTION 1

In the event of a natural or man-made disaster or emergency, the Chairperson or Vice-Chairperson of the Board of Commissioners, the County Administrator/Controller or Deputy Administrator/Controller, may declare the same and authorize the pay of those employees unable to report to work. Any employee who reports to work shall receive compensatory time or straight pay for the work performed.

SECTION 2

In the event any member or members of the Bargaining Unit are sent home from work or advised not to report to work for reason other than discipline by the Prosecutor, those employees shall receive their full day's pay for that day.

ARTICLE 23
SERVICE RECOGNITION

SECTION 1

The County 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 24
MILEAGE ALLOWANCE

SECTION 1

Employees who use their personal vehicles on business required by the Co-Employer shall be reimbursed by the County at the maximum non-taxable rate allowable by the US Department of Internal Revenue.

ARTICLE 25
RETIREMENT BENEFIT

SECTION 1

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

SECTION 2

The Defined Benefit Pension and the retiree Health Care Plan are completely separate Retirement Plan programs with separately designated methods for funding set forth in this Agreement. The assets of the separate programs may be commingled for investment purposes but shall be and are separate funds for accounting and actuarial purposes.

SECTION 3

The St. Clair County Retirement System provides full time regular employees with a Defined Benefit Pension Plan. A defined benefit plan is a retirement plan that

establishes an annual and monthly pension amount based on an employee's years of service and final average compensation. Participation in the Defined Benefit Plan is mandatory 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 five percent (5%) of his or her eligible bi-weekly wage as defined in section 13 of this article.
- B. The County shall contribute the annually recommended actuarially amount. Effective July 1, 2006 the annual recommended actuarial amount shall be considered to be eight-point-six percent (8.6%).
- C. The employer contribution in calendar years subsequent to 2006 shall increase no more than one percent (1%) in a calendar year regardless of the annual recommended actuarial amount.
- D. In the event the increase in the annual recommended actuarial amount is greater than one percent (1%) the overage shall be attributed to the subsequent calendar year(s) until such time as the annual actuarially recommended amount is contributed, including the overage amount.
- E. In the event the annual recommended actuarial amount is a reduction, the employer shall be entitled to, but is not required to, reduce the amount even if such reduction is greater than one percent (1%).

SECTION 4

The St. Clair County Retirement System provides 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. While contributions are depleted the retiree shall be subject to the preceding [ii].
- V. The employee upon making an application for retirement employee must choose to purchase or not purchase health care coverage. The employee, as a retiree, may not choose to purchase health care at a later time. In other words, the employee, as a retiree, must participate in the purchase health care coverage upon initial retirement or he or she shall be forever ineligible for health care coverage.
- 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 an employee's eligible bi-weekly wages as defined in section 13 of this article. The employee and employer shall contribute to the Health Care Trust Account as follows.

- A. The contribution of employees hired before July 1, 2006 shall be calculated on the across the board adjustment granted the bargaining unit each July 1st during the term of this Agreement as follows.
 - 0.83% - Effective July 1, 2006
 - 1.50% - Effective July 1, 2007
 - 2.17% - Effective July 1, 2008
- B. The contribution of employees hired on or after July 1, 2006 shall be calculated on the across the board adjustment granted the bargaining unit each July 1st during the term of this Agreement as follows.
 - 1.25% - July 1, 2006
 - 2.25% - July 1, 2007
 - 3.25% - July 1, 2008

- C. The County contribution shall be calculated on the across the board adjustment granted the bargaining unit each July 1st during the term of this Agreement as follows.
 - 1.67% - Effective July 1, 2006
 - 3.00% - Effective July 1, 2007
 - 4.33% - Effective July 1, 2008
- D. The County shall contribute four-point-four percent (4.4%) of eligible employee bi-weekly wages as a non-match amount. Non-Match shall mean this amount shall not satisfy the requirements of the preceding subsection C.
- E. In the event the combined annual recommended actuarial amount for health care coverage decreases below the percentage achieved in December 31, 2008, the decrease shall be applied to the employee and the employer on the ratio of one-third (1/3) for the employee and two-thirds (2/3) for the employer.

SECTION 6

Employees hired before July 1, 2006 with sufficient years of service and age to retire during the term of the Agreement shall be entitled to select the following contribution option.

- A. The employee shall contribute five percent (5%) of his or her eligible bi-weekly wage as defined in section 13 of this article for the duration of this Agreement. The employee contribution shall be attributed to both pension and health care.
- B. The County shall contribute thirteen percent (13%) of the employee's eligible bi-weekly wage for the duration of this Agreement. The County's contribution shall be attributed to both pension and health care.
- C. In selecting this option the employee agrees to and shall retire on or before June 30, 2009, which is the final day of this Agreement.
- D. In selecting this option the employee must complete and sign a retirement application form designating a retirement date no later than June 30, 2009. The employee shall also sign a form that authorizes the County to deduct from the employee's pay an amount that equals the health care contributions stipulated in section 5 of this article to be paid by the employee who fails to retire on or before June 30, 2009. The employee that fails to timely complete and submit both forms shall not be entitled to this contribution option.
- E. The employee that fails to retire or otherwise leave employment no later than June 30, 2009 shall be required to pay an amount equal the contributions that otherwise would have been made to the Health Care Trust Account. Contributions due shall be made by payroll and/or in a lump sum at the employee's discretion but shall be paid in full within

ninety (90) calendar days after June 30, 2009 or the employee will be subject to pay one percent (1%) daily compounded interest.

SECTION 7

The County's combined Retirement Plan contributions for Defined Benefit Pension and to the Health Care Trust Account shall be no less than thirteen percent (13%) during the term of this Agreement.

SECTION 8

An employee shall only be entitled to withdraw his or her contributions to the Defined Benefit Plan upon termination of employment.

- A. An 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 9

An employee shall only be entitled to withdraw his or her contributions to the Health Care Trust Account upon termination of employment.

- A. An 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 services to qualify for coverage shall be entitled to purchase coverage when meeting all the conditions stipulated in Section 4 of this article.

SECTION 10

A retiring employee subject to the original retirement plan shall be entitled to a multiplier of two percent (2%) for each year of employment. The multiplier shall not exceed sixty-four percent (64%) upon attaining thirty-two actual years of service, including purchased military service time. Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

SECTION 11

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 12

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 Employees Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

SECTION 13

Retirement shall be computed on the base salary only 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.

ARTICLE 26
EQUIPMENT, TOOLS AND SUPPLIES

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

ARTICLE 27
UNION BULLETIN BOARDS

The Union may use a bulletin board which shall be located in a convenient place within the Prosecuting Attorney's office 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 28
SAFE WORKING ENVIRONMENT

SECTION 1

The Co-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 Co-Employer and the Union agree to abide by OSHA and MIOSHA for the protection of the Co-Employer and its employees.

SECTION 2

The Co-Employer or the Union shall, in writing, communicate its concern in the form of a safety recommendation. The safety recommendation 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 appraised 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 Co-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 29
WITHHOLDING OF PROFESSIONAL SERVICES

SECTION 1

It is recognized that the need to provide effective and dependable services to the patrons and citizens of St. Clair County is of paramount importance and that there should be no interruptions of such services.

SECTION 2

Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Union and the members of the Bargaining Unit under this Agreement will not engage in or encourage, any strike, sit-down, stay-in, slow-down, or other similar action which would interfere with the treatment and welfare of the clients or the services of the Prosecutor.

SECTION 3

The Co-Employer shall have the right to discipline or discharge any employee participating in such interference's and the Union agrees not to oppose such action.

SECTION 4

The Co-Employer will not lock out any employee during the term of this Agreement.

ARTICLE 30
DISCRIMINATION AND HARASSMENT

SECTION 1

The Co-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 Co-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.

**ARTICLE 31
WAGE SCHEDULE**

2.5% - EFFECTIVE JULY 1, 2005

	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Legal Stenographer	\$32,232	\$32,819	\$33,440	\$34,683	\$36,005

2.5% - EFFECTIVE JULY 1, 2006

	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Legal Stenographer	\$33,038	\$33,640	\$34,276	\$35,550	\$36,905

2.0% - EFFECTIVE JULY 1, 2007

	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Legal Stenographer	\$33,699	\$34,313	\$34,961	\$36,261	\$37,643

2.0% - EFFECTIVE JULY 1, 2008

	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Legal Stenographer	\$34,373	\$34,999	\$35,660	\$36,986	\$38,396

ARTICLE 32
TERMINATION OF AGREEMENT

This Agreement shall be in effect and become operative on July 1, 2005 and shall continue in operation an effect through June 30, 2005. If either party hereto desires to terminate, modify, or amend this Agreement, it shall give notice at least sixty (60) days prior to June 30, 2009 to the Employer or to the Union as the case may be, of its intention to terminate, modify or amend this Agreement. If neither party shall give notice to terminate, modify or amend this Agreement as provided, the Agreement shall continue in operation and effect after July 1, 2009 subject to termination or modification thereafter by either party upon sixty (60) days written notice.

FOR THE UNION

FOR THE CO-EMPLOYERS

Arthur Wood
AFSCME Council #25

Michael Wendling
Prosecuting Attorney

Dennis Swoffer
President, Local 1089

Patricia Anger, Chairperson
Board of Commissioners

Bargaining Committee
Member

Marilyn Dunn
County Clerk

Date:_____

Date:_____