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BOARD ACTION  
TO BE PLACED ON FILE

AGREEMENT

Between

MONTCALM COUNTY BOARD OF COMMISSIONERS

and

SHERIFF OF MONTCALM COUNTY

-and-

FRATERNAL ORDER OF POLICE  
MONTCALM COUNTY LODGE NO. 149

And its

MONTCALM COUNTY SHERIFF DEPARTMENT CORRECTIONS  
DIVISION

For the Period of  
January 1, 2009 - December 31, 2011

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# AGREEMENT

THIS AGREEMENT, by and between the MONTCALM COUNTY BOARD OF COMMISSIONERS and the SHERIFF OF MONTCALM COUNTY, hereinafter referred to as the "Employers" and the FRATERNAL ORDER OF POLICE, MONTCALM COUNTY LODGE NO. 149, and its MONTCALM COUNTY SHERIFF DEPARTMENT CORRECTIONS DIVISION, together hereinafter referred to as the "Lodge."

THIS AGREEMENT shall be effective upon signing by the parties and shall continue in full force and effect through midnight, December 31, 2011. All other economic provisions of this Agreement shall be effective upon the date of signing by both the Employers and the Lodge.

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

NOW, THEREFORE, the parties agrees as follows:

## RECOGNITION

Section 1.1. Collective Bargaining Unit. The Employers hereby agree to recognize the Lodge as the exclusive bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1967, as amended by Act No. 369, Public Acts of 1965, for all employees employed by the Employers in the following described unit for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment:

All permanent full-time employees employed in the Sheriff's Department of the County of Montcalm, classified and/or occupying the position of Corrections Sergeant and Corrections Officer BUT EXCLUDING the Sheriff, Undersheriff, all permanent, full-time nonsupervisory employees of the Sheriff's Department of the County of Montcalm who are eligible for arbitration under 1969 PA 312, including the positions of Deputy and Emergency Communications Operator; all permanent, full-time supervisory employees of the Sheriff's Department of the

County of Montcalm who are eligible for arbitration under 1969 PA 312, including the positions of Road Lieutenant and Road Sergeant and all other employees, in accordance with MERC case No. 10 MPER 28027 dated April 9, 1997.

Section 1.2 Definitions. The terms "employee" and "employees" when used in this Agreement shall refer to and include only those permanent, full-time employees who are employed by the Employers in the collective bargaining unit described in Section 1.1 of this Agreement. For purposes of this Agreement, the following definitions shall be applicable:

A. Permanent, Full-time Employee. A permanent, full-time employee is an employee who is working a normal workweek on a regular schedule at a job classified by the Employers as permanent.

Section 1.3. Other Agreements. The Employers agree that it will not enter into any agreement with employees individually or collectively which conflicts with or is contrary to the express terms of this Agreement.

## **LODGE REPRESENTATION**

Section 2.1. Collective Bargaining Committee. The Employers agree to recognize a collective bargaining committee of the Lodge composed of not more than three (3) employee representatives, including the President of the Lodge. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for the Sheriff's Department employees as provided in the Grievance Procedure. Members of the collective bargaining committee shall also meet with County officials and the Sheriff for the purpose of negotiating modifications of this Agreement. The Lodge may also have a secretary and non-employee representative present. The Lodge shall furnish the Employers, in writing, the names of its collective bargaining committee members.

In order to facilitate negotiation and grievance procedures, members of the Lodge who are on appropriate committees shall be given time off with pay (if the meeting occurs during his or her shift) to be present at such meetings; provided such absence is possible without causing the County to pay overtime and without seriously curbing service. If either of the latter may result, the meetings shall be held at hours which will avoid such consequences.

## **LODGE SECURITY AND CHECKOFF**

Section 3.1. Agency Shop. All employees in the bargaining unit who are subject to this Agreement shall, as a condition of employment, pay to the Lodge an amount of money equal to that uniformly paid by employees in the bargaining unit who are members of the Lodge which shall be limited to the amount of money equal to the Lodge's regular dues. Such payment shall commence thirty-one (31) days after start of their employment in the bargaining unit or the effective date of this Agreement whichever is later. Employees shall be deemed to be in compliance with this Section if they are not more than sixty (60) days in arrears in payment of membership dues or service fees, whichever is appropriate.

Section 3.2. Checkoff.

A. The Employers agree to deduct from the regular bi-weekly pay of each employee of the bargaining unit the Lodge's dues or service charge for the following month subject to all of the following subsections.

B. The Lodge shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof.

C. The Lodge shall exclusively use the following checkoff authorization form as herein provided for:

CHECKOFF AUTHORIZATION FORM

Fraternal Order of Police  
Montcalm County Lodge No. 149  
Stanton, Michigan

\_\_\_\_\_ Lodge Membership  
\_\_\_\_\_ Service Charge

I hereby request and authorize you to deduct from wages hereafter earned by me while in the employ of Montcalm County, my F.O.P. Lodge dues or service charge (check one of above) of one (1) hour of pay per pay period. The amount deducted shall be paid to the Treasurer of the Lodge, according to the Agreement reached between the Employers and the Lodge. This authorization shall remain in effect until, by written notice to the Employers, I request its revocation.

\_\_\_\_\_  
PRINT: Rank      Last Name      First Name      Middle Initial

Date deduction to start:

\_\_\_\_\_  
Month Year

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

D. All checkoff authorization forms shall be filed with the County Clerk who may return any incomplete or incorrectly completed form to the Lodge's Treasurer, and no checkoff shall be made until such deficiency is corrected.

E. The Employers shall checkoff only obligations which come due at the time of checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the Lodge.

F. The Employers' remittance shall be deemed correct if the Lodge does not give written notice to the Employers within two (2) calendar

weeks after their remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.

G. The Lodge agrees to indemnify and save the Employers harmless against any and all claims, suits, or other forms of liability arising out of its deduction from employees' pay of Lodge dues or service charges or in reliance on any list, notice, certification, or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of the deductions so made once they have been sent to the Lodge.

H. Deductions for any calendar month shall be remitted to the Treasurer of the Lodge not later than the fifteenth (15th) day of each month.

I. The Treasurer of the Lodge shall be responsible for advising the Employers in writing of all new employees subject to the provisions of this Section and the amount of Lodge initiation membership fees and monthly Lodge dues.

## **RIGHTS OF THE EMPLOYERS**

Section 4.1. Reserved Rights. It is understood and hereby agreed that the County and the Sheriff shall reserve and retain, solely and exclusively, all of their inherent and customary rights, power, functions, and authority of management to manage the Employers' operations, and their judgment in these respects shall not be subject to challenge. Except as these rights are limited by this Agreement, these rights vested in the County and the Sheriff include, but are not limited to, those provided in statute or law along with the right to direct, hire, promote, transfer, layoff, assign, and retain employees in positions within the County consistent with the employee's ability to perform assigned work, and further, to suspend, demote, discharge for just cause, or to take such disciplinary action as is necessary to maintain the efficient administration of the Employers. It is also agreed that the Employers have the right to determine the methods, means, and personnel, by which the business of the Employers shall be conducted; to determine the nature and number of facilities, departments, and their locations; to establish classifications of work and the number of personnel required, to study and use improved methods and equipment and outside assistance if necessary; to establish and change work schedules; to reduce or increase the size of the working force; and to take whatever action is necessary to carry out the duty and obligations of the Employers to the taxpayers, provided it is not inconsistent with this Agreement. The Employers shall also have the right to make reasonable

rules and regulations relating to personnel policies, procedures, and working conditions not inconsistent with the express terms of this Agreement.

## **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 5.1. Definition of Grievance. A grievance is any dispute between the parties or between the employees and the Employers, with respect to or concerning the interpretation or application of this Agreement or any terms or provisions of the rules and regulations of the Sheriff, consistent with Section 15.6.

Section 5.2. Grievance Procedure. All grievances shall be in writing and shall include: time, date, alleged contractual violations or written rules or regulations that are the basis of the grievance, the facts that gave rise to the grievance, the remedy desired, and the signatures of the Grievant and the Lodge representative.

**A. Step One:** If an employee or the Lodge has a grievance, the Grievant shall, within five (5) days of the occurrence of the incident which gave rise to the grievance, submit the matter in writing to the Sheriff or his designee. The Sheriff shall acknowledge receipt of the grievance with his signature and by entering the time received. A copy of the acknowledged grievance shall be returned to the Grievant or his representative. A meeting shall be arranged by the representatives who signed the grievance, insofar as is practical, with the Sheriff to discuss the grievance. The Sheriff shall give his written answer not later than five (5) days after such meeting. Any settlement of a grievance which concerns economics shall not be final until approved by the County Board of Commissioners or its designee.

**B. Step Two:** If the Sheriff's answer in Step One is unsatisfactory to the Grievant, the Grievant (whether an employee or the Lodge) may, within five (5) days from receipt of the Sheriff's answer, appeal the matter to the County Controller. A meeting among the County Negotiating Committee, Sheriff, Grievant, and Lodge representative shall be held within ten (10) days of the date of notice to the Administrator to try to resolve the matter. The Employers shall render a written decision within five (5) days from the date of meeting. Both the parties shall reserve the right to have non-employee representatives participate in the meeting.

Section 5.3 Arbitration Request. If the grievance is not satisfactorily

resolved in Step Two, the Lodge may request arbitration by notifying the Employers within fifteen (15) days after receipt of the Employers' answer in Step Two. If the Lodge does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employers' last disposition.

Section 5.4. Selection of Arbitrator. Upon receipt of a timely request for arbitration, the parties shall obtain a panel of arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike a name from the panel and the remaining name shall serve as the arbitrator. The arbitrator's fees and expenses shall be shared equally between the Employers and the Lodge.

Section 5.5. Arbitrator's Powers. The arbitrator shall have no power to amend, add to, alter, ignore, change, or modify any provision of this Agreement, or the written rules and regulations of the Department, and his decision shall be limited to the application and interpretation of the above, and to the specific issues presented to him. No decision of the arbitrator shall contain a retroactive liability beyond the date of the written grievance. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall have no authority to award interest on monetary awards. The decision of the arbitrator shall be final and binding on the Lodge, the Employers and the employees involved, unless the arbitrator has exceeded his jurisdiction or the arbitration award is the result of fraud or wrongdoing.

Section 5.6. Witnesses. If the Employers or the Lodge request that the aggrieved employee or other necessary persons be present at any step or steps of the grievance procedure to participate in discussion, they will be required to do so.

Section 5.7. Expedited Grievance. Grievances concerning discharge or disciplinary suspension may be filed within five (5) days following such action at Step Two of the grievance procedure.

Section 5.8. Time Limitations. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Lodge, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employers, the grievance shall automatically advance to the next step. The Lodge shall retain the right to advance to arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided, it is reduced to writing and the period of the extension is specified.

Section 5.9. Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 5.10. Grievance Form. The grievance form is attached hereto as Appendix B.

Section 5.11. Special Conferences.

A. The Employers and the Lodge agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include the agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth on the agenda, but it is understood that these special conferences shall not be for the purpose of conducting continuing collective bargaining negotiations nor to in any way modify, add to, or detract from the provisions of this Agreement. Special conferences shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8 a.m. and 5 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special conferences.

B. The Lodge's representatives may meet at a place designated by the Employers, on the Employers' property, for a period not to exceed one-half (1/2) hour immediately preceding the meeting for which a written request has been made.

C. Employee representatives of the Lodge at special conferences shall be paid by the Employers for the time spent in special conferences but only for the straight time hours they would otherwise have worked on their regular schedule.

## **PROHIBITED ACTIVITY**

Section 6.1. No Strike No Lockout. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public's health, safety and welfare. The Lodge, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and

proper performance of the duties of their employment, or picket the Employers' premises. The Lodge further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work, or any other acts that interfere in any manner with or to any degree with the services of the County, as long as this Agreement is in force.

Section 6.2. Penalty. Any employee who engages in any activity prohibited by Section 6.1 shall be subject to such disciplinary action as the Sheriff deems appropriate, up to and including discharge. The Lodge acknowledges that discharge is an appropriate penalty for the violation of Section 6.1 of this Agreement. Any appeal to the grievance procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by Section 6.1 of this Agreement.

## **HOURS OF WORK AND OVERTIME**

Section 7.1. Workweek. The official work week shall be forty (40) hours per week but this shall not constitute a guarantee of hours nor a limitation for overtime assignments. The normal workweek may vary for employees assigned to a 12 hour shift schedule.

Section 7.2. Work Schedule. The Sheriff shall prepare work schedules in accordance with the following and such schedules shall be posted one month in advance. It is the intent of the parties that the work schedule shall consist of consecutive workdays and to minimize or delete, if possible split pass days.

CORRECTIONS OFFICER - Twelve (12) hours per day and eighty-four hours per two week period.

CORRECTIONS SERGEANT - Twelve (12) hours per day and eighty-four hours per two week period.

The Sheriff reserves the right to alter the above schedules for temporary periods of time when it becomes necessary to accommodate situations that are out of the ordinary for the Department. The Sheriff also reserves the right to institute the ten (10) hour/four (4) day schedule or the eight (8) hour/five day schedule for any and all employees within the Department. The Employers agree that it will not reduce hours of work in lieu of the layoff procedure.

Section 7.3. Overtime. All employees shall be required to work reasonable amounts of overtime. Overtime, other than of an emergency nature, must be authorized by the Sheriff or his designated representative.

Section 7.4. Overtime Premium.

A. **Twelve Hour Day.** Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours worked in excess of twelve (12) hours in any one (1) work day. Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours worked in excess of eighty-four (84) per two week period.

B. **Ten Hour Day.** Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours worked in excess of ten (10) hours in any one (1) work day.

C. **Eight Hour Day.** Time and one half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours worked in excess of forty (40) hours within a work week and for all hours worked in excess of eight (8) hours in one work day.

D. **Compensatory Time.** Upon approval of the Sheriff, an employee may receive compensatory time off in lieu of overtime pay. An employee who elects compensatory time off, in lieu of payments of overtime, shall receive such time off at the rate of time and one-half (1-1/2) for each hour of overtime worked. No employee shall be entitled to accumulate more than forty (40) hours of such compensatory time off. Compensatory time off shall be scheduled in advance by mutual agreement between the Sheriff and the employee.

E. **Limitation.** Overtime shall not be paid for less than fifteen (15) minutes in any one day.

F. **Pyramiding.** There shall be no pyramiding or duplication of premium, standby or call back pay.

G. **Payment.** Overtime shall be paid in the pay period in which the overtime was earned.

Section 7.5. Call-In. Employees called to work at a time other than their regular shift for emergency work shall receive two (2) hours' pay or work at time and one-half (1-1/2) their straight time regular rate. In lieu of overtime, the employee may at his option, and if approved by the Sheriff or his designee, adjust his schedule and work the number of hours he was scheduled to work on his regular shift. Employees required to appear in Court on their off-duty hours, to appear at the license appeal board, or who are summoned to a probate or civil

court hearing, shall receive a minimum payment of two (2) hours' pay. If employees are subpoenaed, they shall also be paid time and one-half (1-1/2) from the time of their appearance as stated on the subpoena, until the time they are released by the Court. Subpoena fees will be turned over to the County. This Section shall not apply where the employee is required to be in Court as the result of his duties with another employer.

Section 7.6. Benefit Conversions. An employee on an approved, paid leave of absence (excluding holidays) will receive up to the number of hours necessary to cover his/her absence during the regular shift (8, 10, 12), provided s/he has sufficient hours accumulated.

Section 7.7. Meal/Rest Periods. An employee shall be entitled to a meal period of not less than thirty (30) minutes during his/her regular work shift. Employees shall be entitled to one (1) fifteen (15) minute paid rest period for each four (4) hours of work.

## **SENIORITY**

Section 8.1. Seniority Definition. Seniority shall be defined as the length of the employee's service with the Montcalm County Sheriff Department, commencing from his last date of hire within the bargaining unit. Rank seniority shall mean the length of service commencing from the date of the employee's service in his particular rank. The application of seniority shall be limited to the preferences specifically recited in this Agreement. A probationary employee who is laid off shall not accumulate seniority during the time said employee is laid off. Preference between employees with the same seniority date shall be determined by a flip of the coin.

Section 8.2. Probationary Period. All new employees shall be considered probationary employees for a period of one (1) year, after which time their seniority shall be as of their last date of hire within the bargaining unit. The probationary period shall be extended by a period of time equal to any period of absence from work if such absence is longer than fourteen (14) work days. Upon completion of the probationary period, seniority shall be as of the employee's last date of hire as described in Section 8.1 above. An employee who has not completed his/her probationary period may be laid off or terminated by the Sheriff without regard to and without recourse to this Agreement.

Section 8.3. Loss of Seniority. An employee's seniority with the County in the Sheriff Department shall terminate for the following reasons:

- A. He resigns or quits.
- B. He is discharged or terminated.
- C. He retires.
- D. He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser.
- E. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying the Sheriff, unless otherwise excused, or fails to return to work at the expiration of a layoff as specified in Section 9.3.
- F. He is convicted of a felony, a misdemeanor punishable by one (1) year.
- G. He is declared mentally ill by a court of competent jurisdiction for a period of time equal to his seniority or two (2) years, whichever is lesser.
- H. If he makes an intentionally false statement on his employment application, on an application for leave of absence, or on any other official document.

Section 8.4. Seniority List. The Employers shall maintain a roster of employees, arranged according to seniority, showing the name, rank and seniority date and shall furnish a copy to the Lodge during the first month of each year. Said seniority list shall specify two (2) seniority dates for each employee, namely, Department seniority and rank seniority. Employees with the same rank seniority shall be placed on the seniority roster in the order of their Department seniority. Rank shall mean Corrections Officer and Corrections Sergeant.

Section 8.5. Promotions. For the purpose of establishing a promotional system for promotions to the rank of Sergeant and Lieutenant, the following procedure shall be followed:

- A. The promotional procedure shall consist of:
  - (1) A written examination
  - (2) An oral board examination
  - (3) Department evaluation

The relative weights of the three components shall be:

- |     |            |     |
|-----|------------|-----|
| (1) | Written    | 50% |
| (2) | Oral       | 25% |
| (3) | Evaluation | 25% |

B. Employees who wish to take the written examination shall notify the Sheriff in writing within ten (10) days prior to the date that is scheduled for the written examination.

C. An employee shall receive a passing score of seventy (70%) percent or more in order to be eligible to take the oral board examination.

D. The oral board shall consist of:

- (1) Sheriff or his designee
- (2) Two command officers of equal or higher rank of the person being tested:
  - (i) One from another Sheriff's Department
  - (ii) One from another law enforcement agency

E. Departmental evaluations shall be performed by the Sheriff or his designee and he shall consider the officer's previous performance, experience, educational background, and overall performance of the officer in the law enforcement profession.

F. Results of the examinations shall be listed in order of rating. The Sheriff shall make the promotion from among the top three (3) applicants on the roster.

G. All promoted employees shall be considered provisional for the first six (6) months. During such period, the Sheriff may demote the employee to his former rank or position or the employee, upon request in writing, may be relieved of his new rank and be returned to his former rank.

H. The promotional procedure to ranks shall not be considered as a limitation on the Sheriff's right to make assignments to "tasks."

Section 8.6. Seniority Accumulation. An employee shall retain and continue to accumulate seniority while on leave of absence unless otherwise specifically provided in the Sections governing leave of absence.

Section 8.7. Shift Preference.

A. Employees may bid on a shift assignment once a year during November. Corrections Officers shall be assigned to their preferred shift, provided the employee has the greater seniority. Transfer to the preferred shift shall occur on the first Monday in January. Notwithstanding this bid procedure, the Sheriff may exercise his right to Administratively Designate a specific shift for any employee either temporarily or permanently if he determines such specific shift assignment is necessary.

B. The President of the Lodge shall be accorded the highest rank seniority for the purpose of shift assignment only.

C. Notwithstanding an employee's selection of shift by rank seniority, the Sheriff reserves the right at his discretion to temporarily assign an employee to another shift to accommodate training, replacement for training, special assignment, accommodation of court appearances, or where personnel needs of the Department require the temporary transfer. The Sheriff agrees to reassign the employee to his preferred shift promptly upon determination of the circumstances which required temporary transfer.

D. Upon advance approval of the Sheriff, employees may be allowed to trade shifts, but shift trade shall not result in overtime or additional expense.

## **LAYOFF AND RECALL**

Section 9.1. Layoff Procedure. All reductions in the Corrections Division of the Montcalm County Sheriff's Department shall be accomplished in the following manner:

A. No permanent or probationary employee shall be laid off from his/her Corrections Officer position in the Sheriff's Department while any temporary or irregular employees are serving in the same position in the Department.

B. Probationary employees shall be the first employees to be laid off, providing that the more senior employees have the experience, qualifications and present ability to perform the required work. The next employee to be laid off shall be the employee with the least seniority in the rank affected by the layoff, provided however, that the remaining senior employees have the experience, qualifications and the present ability to perform the required work. Further layoffs shall be accomplished by the inverse order of seniority in the classification or rank affected, provided that

the remaining senior bargaining unit employees have the experience, qualifications and present ability to perform the required work.

C. Upon being laid off, a Corrections Sergeant shall be, in lieu of layoff, demoted to a Corrections Officer position, provided however, that he/she has the required qualifications and that he/she has greater seniority than the employee he/she is replacing.

D. Employees who are reduced in rank in lieu of layoff shall initially be paid in the same salary step in the range for the lower position to which he/she has been reduced.

Section 9.2. Recall Within Classification. Recall to a classification shall be in order of the employee's seniority, provided the employee has the necessary training, experience and ability to perform the required work. Employees who have been reduced in rank shall be returned to the former rank in order of their seniority.

Section 9.3. Notice of Recall. Employees to be recalled from layoff shall be given a minimum of seven (7) calendar days to respond after a signed receipt has been received that certifies the mail was delivered to their last known address, or the employee was notified in person, whichever occurs first. Employees who decline recall or who in the absence of extenuating circumstances, fail to respond as directed within the time allowed shall be presumed to have resigned and their names shall be removed from seniority and preferred eligibility lists.

Section 9.4. Layoff Notice. The Employers agree to notify in writing an employee who is to be laid off at least seven (7) calendar days in advance of such layoff unless circumstances are such that such notice is not possible.

## **LEAVES OF ABSENCE**

Section 10.1. Personal Leave Without Pay. Employees may be granted up to one (1) year's personal leave of absence without pay. If such leave of absence exceeds thirty (30) days, then such leave shall suspend any fringe benefits during such leave and the period of such leave shall not be used for crediting increased fringe benefits or experience pay steps. Requests for personal leave of absence shall be in writing and shall be signed by the employee and given to the Sheriff. Such requests shall state the reasons for the leave. All personal leaves of absence in excess of thirty (30) days shall be approved in writing by both the Sheriff and the Chairman of the County's Criminal Justice Committee.

Employees shall not take a leave of absence for the sole purpose of obtaining other employment, and an employee who takes such employment shall be considered as a voluntary quit unless such other employment is agreed to by the Sheriff.

Section 10.2. Personal Leave With Pay. Each member of the bargaining unit at the beginning of each calendar year, shall be entitled to time off with pay for three (3) personal leave days per calendar year. Said personal leave days, if used, will be deducted from the employee's sick leave. There will be no carryover of unused personal leave days from one year to another as personal leave days; however, if the days are not used as such, they shall continue to accumulate as sick leave. New employees shall be entitled to utilize this benefit, on a pro rata basis, which shall be credited to their account after completion of six (6) months from their date of hire. Personal leave days shall be scheduled in advance by mutual agreement with the Sheriff and employee.

Section 10.3. Paid Sick Leave. It is agreed that employees shall be granted sick leave of absence under the following conditions and qualifications:

A. After the completion of six (6) months from an employee's date of hire, each full-time employee shall be credited with fifty-two (52) hours of sick leave and will accumulate sick leave with pay at the rate of four (4) hours for each bi-weekly pay period of employment exclusive of all leaves of absence without pay, up to a maximum of 104 hours per year.

B. All payments for sick leave shall be made at the employee's rate of pay when he takes his sick leave.

C. Sick leave shall be granted:

(1) When it is established to the Sheriff's satisfaction that the employee is incapacitated for the safe performance of his duty because of physical or mental illness (as defined in Section 8.3[G]), or injury or exposure to contagious disease which, according to public health standards would constitute a danger to the public health.

(2) When it is established to the Sheriff's satisfaction that unusual situations or emergencies exist in the employee's immediate household.

D. If an employee does not use all of his one hundred four (104) hours of annual paid sick leave during any calendar year, the unused portion will accumulate over to succeeding years, but not more than nine hundred twenty (920) hours' paid sick leave may be accumulated over to any

subsequent years. An employee shall be paid for fifty percent (50%) of his accumulated sick leave up to seven hundred twenty (720) accumulated hours (720 x .50) on death, retirement under the County's retirement plan, or termination of employment for any reason if the employee has a minimum of eight (8) years of service.

E. The Sheriff may request as a condition of any sick leave a medical certificate setting forth the reasons for the sick leave if there is reason to believe that the health and safety of personnel may be affected or that the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

F. Before an employee who has been absent from his duties for seven (7) consecutive days returns to work, he shall satisfy the Sheriff that he is fit to again perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work for the Employers from a layoff or a leave of absence of any kind, and the Sheriff is not satisfied with the determination of the treating physician, a committee of three (3) physicians shall be formed. This committee of three (3) physicians, one of whom shall be selected by the Employers, one by the employee, and the third by the first two physicians so named, shall make a report, which is binding on both parties. The report shall be shared equally by the County and the Lodge.

G. **Vacation Use.** An employee shall be entitled to use his accumulated paid sick leave in lieu of vacation time, for incapacitated illness or injury received while on regularly scheduled vacation provided the employee obtains a doctor's certificate certifying his incapacitated illness or injury. Employees may use only the number of sick days equivalent to the number of days supported by the doctor's certificate. This use of paid sick leave shall not be used to extend the scheduled vacation.

H. An employee elected or appointed to a County position shall have his accumulated sick leave frozen. Re-entry into the bargaining unit shall reactivate such frozen sick leave.

Section 10.4. Funeral Leave. Upon approval of the Employers, employees will be allowed time off from their scheduled hours of work to attend the funeral or attend to personal matters following a death in the family. Each employee granted a funeral leave shall be allowed a maximum of three (3) calendar days' leave with pay for a death in the immediate family, defined as spouse, child, father, mother, sister or brother. One (1) day will be allowed for a death of a

grandparent or grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, to attend the funeral.

Section 10.5. Non-Work Connected Disability. An employee who becomes medically disabled, including disability due to pregnancy, shall be allowed a leave of absence for a period not to exceed one (1) year. Extensions may be granted upon mutual consent of both the Employers and employee. Request for a leave of absence must be accompanied by a physician's statement which states the cause of disability and the expected duration of such disability. Failure to so notify the Employers shall disqualify the employee's right to the leave of absence.

An employee may utilize his accumulated sick leave during such disability leave. Upon the expenditure of accumulated sick leave, such leave shall become a non-paid leave of absence.

The Employers will continue to provide an employee on a disability leave with term life insurance. An employee's seniority shall continue to accumulate while on a disability leave.

An employee disabled as a result of a non-work related disability, may utilize accumulated sick leave which, when added to his long-term disability insurance, shall not exceed his normal take-home pay.

Section 10.6. Military Leave. Any employee who enters active service of the Armed Forces of the United States, National Guard or Reserve shall receive a leave of absence without pay for a period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements established under this Agreement. The employee shall inform the Employers in writing as soon as the employee is notified of acceptance in military service and in any event, no less than two (2) weeks prior to the employee's scheduled departure.

Section 10.7. Military Training Leave. Employees who are active members of the National Guard or any other military reserve force may be granted leave for training purposes for a period of up to two (2) calendar weeks in any calendar year. The Employers will reimburse the difference between the military pay received, including all allowances, and the amount of regular wages, excluding overtime, that the employee would have earned while working for the Employers during said time, provided:

- A. That the employee requests, in writing, military leave and

reimbursement for same;

B. That the request is endorsed by the Sheriff;

C. That acceptable evidence confirming the amount of military pay received for the period requested is presented to the Employers.

Section 10.8. Jury Duty.

A. Any employee who is subpoenaed as a result of an accident or is involved in an accident while on duty who must attend Court shall suffer no loss of pay, but will be paid the difference between Court duty pay and his regular pay. In order to receive payment under this Section, an employee must give the Employers prior notice that he has been summoned for Court duty and furnish satisfactory evidence that Court duty was performed on the days for which payment is claimed.

B. Any employee who is called to and reports for jury duty shall be paid by the Employers for each day partially or wholly spent in performing jury duty. If the employee otherwise would have been scheduled to work for the Employers and does not work an amount equal to the difference between (1) the employee's regular straight time hourly rate, exclusive of shift, and other premiums for the number of hours that he otherwise would have been scheduled to work, and (2) the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses). The Employers' obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of thirty (30) days in a calendar year. In order to receive payment under this Section, an employee must give the Employers prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this Section are not applicable to an employee, who, without being summoned volunteers for jury duty. Any employee who is to serve on jury duty will report for work prior to the day of jury duty and will return to work at the completion of jury duty if his shift has not ended.

Section 10.9. Work-Connected Disability. An employee receiving Workers' Disability payments as a result of his/her on duty employment with the department, shall receive the difference between the employee's normal net wages, based on base salary and the disability payment. This supplement shall be for up to six months without charge to the employee's accrued leave banks. During this period, the employee will be entitled to paid insurances and other fringe benefits, but not vacation or sick accumulation or holiday pay. At the end

of the supplement, the employee will go on unpaid leave status. Seniority shall accumulate while an employee is on a work-connected disability. The maximum supplement is 26 weeks per career. Employees may use accumulated sick leave or vacation to cover lost days of work until the compensation benefits are awarded. The County supplement shall not commence until the benefits are actually awarded, and will not be calculated retroactively to cover any initial period of disability.

Section 10.10. FMLA. The Employers reserve the right to require an employee to utilize any accrued paid leave time when an employee requests a leave of absence under the Federal Family and Medical Leave Act.

## VACATIONS

Section 11.1. Vacation Eligibility. Full-time employees of the Sheriff's Department subject to this Agreement shall earn vacation pay in accordance with the following schedule:

- A. An employee earns 40 hours of vacation upon completing one (1) year of active employment from his date of hire.
- B. An employee earns 80 hours of vacation upon completing two (2) years of active employment from his date of hire.
- C. An employee earns 120 hours of vacation upon completing eight (8) years of active employment from his date of hire.
- D. An employee with twelve (12) years of active employment shall receive one hundred sixty (160) hours of vacation with pay.

Section 11.2. Vacation Basis. Rate of vacation pay shall be that rate the employee received when he first became eligible for that vacation period.

Section 11.3. Break in Service. An approved leave of absence, other than a personal leave of absence without pay in excess of thirty (30) days, will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan, except as provided in Section 10.9.

Section 11.4. Maximum Accumulation. Vacation hours not used may only be accumulated to a maximum of two hundred forty (240) hours. An employee who quits with a minimum of two (2) weeks advance notice, shall be paid all

earned and accumulated but unused vacation pay.

## HOLIDAYS

Section 12.1. Holiday Pay. All full-time employees occupying a job classification covered by this Agreement shall receive, eight (8) hours' pay (ten (10) hours' pay effective January 1, 2010) at their regular straight time regular rate of pay, exclusive of all premiums, for each of the following recognized holidays:

<b>Holiday</b>	<b>Observance</b>
New Year's Day	January 1
Martin Luther King Day	Monday nearest January 15
Lincoln's Birthday	February 12
Washington's Birthday	February 22
Memorial Day	May 30
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	October 12
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve Day	December 24
Christmas Day	December 25

Section 12.2. Holiday Eligibility. To be eligible for holiday pay, employees are subject to the following conditions and qualifications:

- A. An employee must work his hours on the Department's last regularly scheduled day before and the first regularly scheduled day after the holiday, unless otherwise excused by the Sheriff.
- B. The employee must not be on layoff which began more than ten (10) calendar days prior to the holiday.
- C. The employee must not be suspended for disciplinary reasons, provided, however, if such a suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay.
- D. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

E. The employee must not be on a leave of absence.

Section 12.3. Holiday Work. Employees eligible for holiday pay who work on the holidays recognized under this Agreement shall receive time and one-half (1-1/2) their straight time regular rate of pay for all hours worked, plus holiday pay. An employee who is scheduled to work a holiday shall receive a minimum notice of fourteen (14) calendar days that his/her services are not needed for that particular holiday. Absent the fourteen (14) day notice, no employee's work schedule shall be changed to avoid holiday work.

## **INSURANCE AND PENSION**

Section 13.1. Hospitalization Insurance. Effective as soon as administratively possible after ratification of this Agreement, employees' hospitalization insurance will be a Community Blue PPO 10, with a \$10/\$40 prescription co-pay with mail-order prescription option of 3 months for 1 co-pay, a \$20 co-pay on in network doctor's visits and a \$500 wellness benefit. Employees will be reimbursed for the In-Network deductibles of \$500/\$1000 (individual/family). Upon presentation of the Explanation of Benefits form to the County Personnel Officer, and verification that the expenses are In-Network deductibles, the reimbursement will be issued within 15 (fifteen) days. The co-insurance maximums for in network charges will be \$1000/\$2000 (individual/family).

The Employers reserve the right to select or change all insurance carriers, provided the level of benefits provided to the employees has equal or greater benefits.

A. In case a full-time employee is covered with hospitalization insurance from a source other than the County and elects not to participate in the County's hospitalizations insurance, the County will pay a single person \$100.00 per month and a married person \$200.00 per month. Single individuals qualifying for coverage greater than single and electing not to participate in the hospitalization program will be paid \$200.00 per month. To be eligible for this benefit, the employee must prove that they are covered by hospitalization insurance from another source. Payments will be included in the first pay period of the month and will commence upon receiving proof of other coverage. Employees losing medical coverage from another source shall notify the County Personnel Officer in time so that the employee and eligible dependents, when appropriate, can be re-enrolled in the health care plan. Such re-enrollment shall be effective as soon as permitted by law and the carrier.

B. Effective January 1, 2009, the employees shall pay 15% of the applicable premium rate.

C. If a national health insurance program is implemented, the Employers reserve the right to adopt the national health insurance program in lieu of the hospitalization program, provided the level of benefits provided to the employees are equal or greater to the insurance program in this Agreement.

D. Vision Insurance — Those employees electing the Community Blue PPO 10 health insurance will also receive the VSP Vision 24/24/24 vision insurance. Those employees electing the health insurance alternative will be allowed to participate in the vision insurance, but they will be required to pay the monthly premium assessed to the Employers. The premium will be deducted from the employee's payroll on the second payroll of each month.

E. Other Insurance. Should the Employers be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicated the benefits provided by the Employers under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employers not be obligated to provide double coverage and to escape such double payment. The Employers shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs, provided the governmentally-sponsored program has benefits equal to or greater than the insurance program in this Agreement.

F. Discontinued Insurance Coverage. All insurance benefits other than health insurance as described above shall be discontinued at the end of the month during which an employee is placed on a non-paid leave of absence or layoff unless the employee pays in advance the required premiums or expenses to maintain such insurance, and such continuation is allowed by the carrier. Qualifying employees may pay group rates, plus 2%, for hospitalization coverage for the maximum period permitted by federal C.O.B.R.A. law. County paid health insurance will be discontinued at the end of the first full month after an employee is placed on unpaid leave or lay off. All insurance benefits shall be discontinued upon the date that employment terminates with the Employers.

G. Flexible Spending Account/Cafeteria Plan. The County will maintain a Section 125 Cafeteria Plan in which employees will be given Flexible

Spending Accounts. Each year the Employers shall credit \$400 to the account of each employee participating in the health insurance plan. Employees hired during the year will have their contribution pro rated. Unused amounts will revert to the Employers at the end of the year.

(a) Employees will be allowed to deposit money into their accounts for medical reimbursement purposes up to \$3,000 per year.

(b) Employees will be allowed to use their accounts for dependent care expenses up to the statutory limits.

H. Healthcare Plus. The County will provide a membership in the Healthcare Plus Ambulance Subscription program for each employee.

Section 13.2. Term Life Insurance. During the term of this Agreement, the Employers will provide a term life insurance policy in the amount of Fifty Thousand Dollars (\$50,000) with double indemnity for each employee covered by this Agreement. The terms and conditions of insurance are set forth in the insurance policy.

Section 13.3. False Arrest and Liability Insurance. The Employers agree to provide, at no cost to the employee a One Million Dollar (\$1,000,000) arrest, false arrest and public liability insurance policy, covering members of this bargaining unit.

Section 13.4. Disability Insurance. During the term of this Agreement, the Employers will provide, at no cost to the employees, that policy of disability insurance issued by Prudential Insurance Company. Benefits would be two-thirds (2/3) of basic weekly earnings less any benefit received from Family Social Security, any State or Federal government disability or retirement plan, salary paid by Employers, and retirement plan with Employers, and any other group disability income plan. Benefits not to exceed a maximum of Two Hundred (\$200.00) Dollars per week with benefits commencing upon the exhaustion of an employee's accumulated sick leave or thirty (30) days following disability, whichever is later.

Section 13.5. Retirement. The present retirement plan, in effect at the time of the signing of this Agreement, shall remain in effect for employees of this bargaining unit; 2.25% for the multiplier factor for all years of credited service.

The plan provides the following:

**Regular Retirement** (no reduction factor for age):

- (i) Eligibility. Age 55 with 25 or more years of service or age 60 with 10 or more years of service.
- (ii) Amount. 2.25% of final average compensation (FAC) times total credited service.
- (iii) Final Average Compensation. Highest 3 years out of last 10.

**Disability Retirement:** Non-duty -- 10+ years to vest and Social Security Disability definition

- (i) Eligibility. 10 or more years of service under age 60.
- (ii) Amount. Computed same as normal retirement with additional service credited from date of disability to date of member's 60th birthday.

**Deferred Retirement** (vested benefit):

- (i) Eligibility. 5 or more years of service. Benefit begins at regular retirement age.
- (ii) Amount. Computed as a regular retirement but based on service and FAC at time of termination.

**Death Before Retirement:**

- (i) Eligibility. Age 45 with 10 or more years of service.
- (ii) Amount. 60% of regular retirement benefit based on service to date of death. Benefits terminated upon remarriage.

**Duty Related Disability:** Medical certified as likely permanently disabled from performing usual duties. Calculated as if retired at age 60.

**Member Contributions:** 6.95% of annual compensation, structured for pre-tax payment.

Section 13.6. Post-Retirement Health Insurance. The Employers will provide health insurance to employees retiring under the normal retirement provisions of the pension plan, or duty disability provisions, subject to the

following provisions:

- A. Upon retirement, the County will provide a monthly credit of Eight (\$8.00) Dollars multiplied by the number of years of service of the retiring employee (capped at twenty-five [25] years) towards the premium cost of the County's health insurance plan. The retiree shall pay any difference.
- B. The maximum amount credited would be no greater than the single premium paid by the County.
- C. The credit is available for the retiree only. The retiree may purchase insurance for his family at his cost.
- D. The credit is not available if the retiree has comparable coverage through another employer or spouse's employer.
- E. Insurance will be equal to coverage of current employees.
- F. Coverage expires when the retiree becomes eligible for Medicare.
- G. Duty disability amounts will be calculated at twenty-five (25) years maximum.
- H. If coverage under spouse's employer or another employer becomes unavailable, the retiree may rejoin the County health plan, provided it is allowed by the carrier, and receive the insurance supplement for such coverage.
- I. The County will maintain an IRS qualified Retiree Health Savings Account for voluntary employee contributions.

The Employers reserve the right to determine how the credits will be made, including amending the County pension plan.

#### Section 13.7. Immunization.

- A. Tuberculin Test. A Tuberculin skin test shall be administered every three (3) years at a place and time as arranged by the Employers and at no expense to bargaining unit members who have worked for the Employers two (2) or more years.
- B. Hepatitis B. The Employers will provide Hepatitis B vaccinations, including blood screening, at no cost to all employees who provide a

signed request to have the immunization.

C. Rules and policies for such vaccinations and screening shall be established by the Employers.

## WAGES

Section 14.1. Classifications and Rates. Listed in Appendix "A" and incorporated herein are the regular rates of pay, including the increases recited below, for the respective classifications covered by this Agreement. The parties have agreed that effective the first pay period on or after the dates indicated below, wage increases shall be provided as follows:

January 1, 2009 (Retroactive)

Corrections Sergeant	3.0%
Corrections Officers	3.0%

January 1, 2010

Corrections Sergeant	2.0%
Corrections Officers	2.0%

January 1, 2011

Corrections Sergeant	2.0%
Corrections Officers	2.0%

Section 14.2. New Classification. If a new classification is established, the Employers agree to negotiate the rate of pay for such classification.

Section 14.3. Shift Differential. Each employee shall be paid in addition to all other pay and benefits, an additional ten cents (\$.10) per hour for all hours worked on the second shift, and fifteen cents (\$.15) per hour for all hours worked on the third shift. The second shift beginning at 3:00 p.m. or after; the third shift beginning at 11:00 p.m. or after, when employees are on an eight (8) or ten (10) hour shift. When employees are on a twelve (12) hour shift, employees shall receive an additional fifteen cents (\$.15) per hour for all hours worked on the

second shift.

Section 14.4. Deferred Compensation. The Employers have provided a deferred compensation program through the National Association of Counties for its employees. At the written option of the employee, payroll deductions as authorized by an employee shall be made and deposited in the employee's group deferred compensation account.

Section 14.5. Field Training Officer (FTO). FTOs may be assigned initial field training of new hires. FTOs may also be requested to undertake remedial training of current employees. Such assignments shall be made in writing by the Employers. Such assignments shall include any paperwork required to document the training. Employees who are assigned such duty by the Employers will be paid the FTO premium for the time assigned. The FTOs assigned will be paid One Dollar (\$1.00) an hour for each hour assigned as the FTO.

## **MISCELLANEOUS**

Section 15.1. No Discrimination. There shall be no discrimination against any employee or employees by the Employers or the Lodge in regard to hiring, tenure of employment, promotions, transfers, or other conditions of employment because of race, color, creed, national origin, sex, religious affiliation or age.

Section 15.2. Captions. The captions used in each Section of this Agreement are for the purposes of identification and are not a substantive part of this Agreement.

Section 15.3. Uniforms and Equipment. The County shall provide one (1) complete uniform with four (4) sets of shirts and slacks for each officer and five (5) parkas for the Department. The County shall also provide such equipment as the Sheriff and the County shall determine as is necessary, subject to reasonable rules for the preservation, use and care of such uniforms and equipment. The county shall assume the cost of cleaning such uniforms under such reasonable rules as the Sheriff shall determine.

If any items are stolen or damaged, the employee shall immediately file a brief report of the theft or damage with the Sheriff. The Sheriff must accept the report before replacements are issued.

Employees shall be responsible for the loss or misuse of uniforms and

equipment issued. Replacement uniforms and equipment shall be provided upon the return of worn or unusable articles, provided the articles are beyond use from normal wear and usage.

The County agrees to advance funds to employees to acquire 9mm SIG Sauer semi-automatic pistols. Employees may acquire the pistol through payroll deduction paying back to the County the cost of the pistol within a period of one (1) year. Any employee who terminates his/her employment will have the balance due deducted from his/her last paycheck.

The Employers shall provide each employee a full wrap around protective vest without cost to the employee. The Employers will accept input from the Union representative as to the manufacturer and model, but the decision as to the manufacturer and model shall be exclusively that of the Employers. Correction Officers may have the option of removing such vest during duty hours spent within the confines of the jail.

Section 15.4. Clothing Allowance. Employees who are required to work in street clothes shall receive an annual clothing allowance of Four Hundred Dollars (\$400.00) to be paid in a lump sum no later than March 1 of any calendar year. An employee who does not work in street clothes for a full year shall have the allowance reduced to a pro rata amount based upon the time worked in street clothes and such amount to be repaid may be deducted from the employee's pay.

Section 15.5. Bulletin Board. The Sheriff shall provide adequate space on a bulletin board upon which designated representatives of the Lodge may post official notices of Lodge activities. The Sheriff reserves the right to police the bulletin board so that no offensive material is posted thereon.

Section 15.6. Rules and Regulations. The Sheriff reserves the right to establish reasonable rules and regulations concerning the conduct of his employees and the standards of performance of their duties not inconsistent with this Agreement. The Lodge may challenge the reasonableness of said rules and regulations by filing a grievance within five (5) days after the rules and regulations have been established and the Lodge has received written notice thereof.

Section 15.7. Temporary Employees. The Employers reserve the right to hire temporary employees. Such employees shall not be subject to this Agreement. A temporary employee is any employee who fills a temporary position or who occasionally relieves or substitutes for regular full-time employees. A substitute employee who is hired to replace an employee on leave

of absence or on worker's compensation shall not attain seniority in this unit and shall be compensated by wages only. These employees may be retained for the duration of the regular employee's absence. If a temporary employee is eventually hired into a posted regular position, the normal hiring procedure will be followed. If a temporary employee is employed in a position within the bargaining unit more than six (6) months, the employee shall be placed in the bargaining unit, with all service credited toward his seniority. The Sheriff shall notify the Union in writing when he employs a temporary employee.

Section 15.8. Dual Employment. Supplemental employment is not encouraged, but is permitted under proper conditions. An employee, if desired, may hold a part-time job in addition to his/her regular employment. This additional employment must in no way conflict with the employee's hours of work or interfere in any way with the satisfactory and impartial performance of his/her duties.

Notification of outside employment shall be given the Sheriff at least ten (10) days before commencement of said employment and prior to any changes in previously approved supplemental employment. No employee shall engage in more than twenty (20) hours of supplemental employment in any scheduled work week (pass days excluded).

Supplemental employment shall not be allowed if a potential conflict of interest with the Sheriff's Department or County of Montcalm exists. Conflict of interest includes but is not limited to civil process server, wrecker company employee, and private detective. Any employee already approved to work as a process server, upon the date of the signing of this Agreement, will not be required to discontinue such employment.

No employee may utilize Departmental facilities, equipment, telephone, supplies, motor vehicles, or Departmental equipment (uniforms) in supplemental employment. No employee shall use his/her status as a Deputy Sheriff in supplemental employment.

Section 15.9. State or Federal Funded Positions. All positions which are funded with State or Federal Funds shall be treated like all other positions within the bargaining unit. In the event such funds are terminated and it is necessary for the Employers to lay off personnel, such layoff shall take place as is provided in this Agreement in accordance with seniority, regardless of how the respective positions are funded.

Section 15.10. Savings Clause. Any part of this Agreement which shall conflict with applicable State and Federal law now or in the future shall be null

and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement.

Section 15.11. Copies of Agreement. The Employers agree to furnish each employee with a copy of this Agreement.

Section 15.12. Lodge use of Equipment. The Lodge shall be allowed the reasonable use of the available office equipment at the Sheriff's Department, subject to such rules for the use, preservation and care of such equipment as established by the Sheriff.

Section 15.13. Waiver. It is the intent of the parties hereto that the provisions of this Agreement which supersede all prior agreements and understandings, oral or written, express or implied, between the parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder or otherwise. The parties acknowledge during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employers and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 15.14. Medical Examination. The Employers reserve the right to have an employee submit to a medical examination if there is reasonable cause or concern regarding the employee's physical or mental fitness to perform the required work. For information purposes only the President of the Lodge and its legal counsel shall be notified forty-eight (48) hours in advance of the examination.

The employee shall authorize the release of the medical report to the Employers who shall keep such information confidential. All expenses of such examination shall be borne by the Employers. The Union at its own expense may also obtain a medical examination by a physician of its own choosing. If there is a dispute between the Employers' physician and the Union's physician, then a third physician, chosen by mutual agreement, shall be obtained to resolve the dispute. The expenses for the third doctor's opinion shall be split 50/50 by the Employers and the Lodge to the extent that it is not covered by the employee's insurance.

Section 15.15. Drug Testing. The Employers strictly prohibit the manufacture, unauthorized use or possession, sale or distribution of drugs/alcohol by its employees on County premises (including parking lots and in county vehicles) or during work time. Compliance with this policy is a condition of employment. Violation of this policy will result in discipline up to and including discharge.

The Union acknowledges that its members are employed in safety sensitive positions and that its members or citizens could be placed in jeopardy by an employee's use of drugs/alcohol. Therefore, it is agreed that an employee will be required to submit to a blood and/or urinalysis examination or hair follicle examination for the purpose of detection of the employee's use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

- A. If the Employers have a reasonable suspicion that the employee in question is:
  - i. Under the influence, impaired or otherwise affected by the use of drugs/alcohol, or,
  - ii. Is currently possessing on County premises unauthorized drugs/alcohol, or,
  - iii. Has sold, distributed drugs/alcohol on or off County premises or attempted the same.
- B. As a part of a routine scheduled physical examination.
- C. upon return from a leave of absence of thirty (30) days or more.
- D. During random periods during an employee's probationary period.

Drug testing shall be conducted by a certified NIDA agency unless it is part of a routine medical exam in which case it will be performed by the medical institutions performing the examination.

The county agrees to treat all information received relating to an alleged employee's involvement with drugs/alcohol as confidential and will only transmit such information to those individuals who need to know.

Chain of Possession Procedures/Split Sample Procedure: At the time

specimens are collected for any testing, the employee shall be given a copy of the specimen collection procedures. The specimens must be immediately sealed, labeled and initialed by the employee to ensure that the specimens tested by the laboratory are those of the employee. The two (2) containers shall be sealed in the employee's presence and the employee given the opportunity to initial the containers and witness his/her social security number placed on the containers. Both shall then be forwarded to an approved laboratory for testing. If an employee is told that the first sample tested positive, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second specimen be forwarded by the first laboratory to another independent and unrelated, approved laboratory of the parties' choice for confirmatory testing of the presence of the drug. If the employee refuses to comply with this procedure, it shall be a presumption of guilt and the employee may be subject to discharge.

Section 15.16. Last Chance Policy. An employee who voluntarily discloses a dependency on drugs/alcohol to the Employers and voluntarily undergoes an Employers' approved, supervised detoxification treatment program will be given a leave of absence for such purposes of up to ninety (90) days and the County will refrain from taking any disciplinary action against the employee provided that: (1) such disclosure is the first and only involvement with drugs/alcohol for the employee, and (2) the employee satisfactorily completes the detoxification treatment program as prescribed, and (3) the employee remains free of drug/alcohol use and strictly complies with the County's drug free policy. The employee is subject to automatic discharge for any violation of the Last Chance Agreement or this policy while on the Last Chance Agreement and the employee and Union waive the right to grieve and arbitrate such discharge.

Section 15.17. ADA Waiver. When either the Employers or the Union engage in compliance efforts as set forth in the Americans with Disabilities Act (ADA), including reasonable accommodation with the Federal Age and ADA, neither the Employers or the Union shall be held liable for any deprivation of contract rights suffered by an employee affected by the compliance efforts.

Section 15.18. No Smoking Policy. The Union agrees to accept and abide by the County's No Smoking Policy.

## **DISCHARGE AND DISCIPLINE**

Section 16.1. Just Cause. All disciplinary action shall be for just cause.

Section 16.2. Representation. Any meeting, conference or hearing with the Employers which may result in disciplinary action against the employee, the

employee shall have the right to Lodge representation.

Section 16.3. Charges and Specifications. The charges and specifications resulting in disciplinary action shall be reduced to writing by the commanding officer and/or Sheriff invoking the action against the employee and a copy shall go to the Lodge for informational purposes only. Such charges and specifications shall cite the specific incident and/or rules and regulations and/or appropriate law or ordinance which the employee is alleged to have violated.

Section 16.4. Use of Past Record. At the end of ninety (90) days, the employee may, through a personal interview with the Sheriff, request that a counseling memo be purged from his/her personnel file; whereupon, the Sheriff may or may not choose to do so. However, after a period of six (6) months counseling memos will be purged from the employee's personnel file provided that the employee maintains an infraction-free record.

At the end of six (6) months, the employee may, through a personal interview with the Sheriff, request that a written warning be purged from his/her personnel file; whereupon, the Sheriff may or may not choose to do so. However, after a period of one (1) year, written warnings will be purged from the employee's personnel file, provided that the employee maintains an infraction-free record.

In imposing any disciplinary action on a current charge, the Employers will not take into account any prior infraction (excluding those enumerated herein) which occurred more than eighteen (18) months previously, provided that the employee maintains an infraction-free record.

Section 16.5. Investigatory Interview. The parties agree to the following:

- A. An employee has the right to be informed prior to the investigatory interview of the subject matter of the interview.
- B. An employee who is called into an interview with a supervisory representative of the Employers and can reasonably anticipate disciplinary action stemming from the interview is entitled upon his request to have a Union representative present at the interview. However, the Employers are not required to unreasonably delay the interview if a Union representative is not available.

Section 16.6. Garrity Rule. If the matter under investigation could lead to criminal charges, but the Departmental inquiry is not directed at obtaining inculpatory statements from an employee to be utilized in criminal proceedings

against that employee, but is merely for the purpose of determining the employee's continued status with the Department, the employee shall be advised that the employee's constitutional rights prohibit coerced statements obtained under threat of discharge from use in subsequent criminal proceedings against him. When the Employers advise the employee that such statements given will not be used against him in any subsequent criminal proceedings, the employee shall also be advised that:

- A. The employee has the right to counsel or Lodge representation during questioning.
- B. The presence of counsel or a Lodge representative will in no way, in and of itself, jeopardize his continued employment.
- C. The employee is required to fully and truthfully answer the questions or be subject to discharge.

## **DURATION**

Section 17.1. Termination. This Agreement shall remain in force until midnight December 31, 2011, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to the expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

If the County's Deputy Sheriff's, represented by the Police Officers Association of Michigan (POAM), receives an increase in its pension multiplier to the bargaining agreement may be re-opened for negotiations on or after , at the Lodge's option, as to the retirement multiplier only, by giving the Employers thirty (30) days advance written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day of March, 2009.

FRATERNAL ORDER OF POLICE  
MONTCALM COUNTY LODGE NO. 149

R. Silvestro  
Todd A. Olson  
Bill  
\_\_\_\_\_

MONTCALM COUNTY BOARD OF  
COMMISSIONERS AND SHERIFF  
OF MONTCALM COUNTY

Ron Baker  
William J. Banwell

## \_\_\_APPENDIX A WAGES AND CLASSIFICATIONS

Effective the first pay period on or after the dates indicated, the following annual salary scales shall be paid for the classifications indicated.

Classification:	Corrections Officer Sergeant		
Effective:	January 1, 2009	January 1, 2010	January 1, 2011
Start	\$50,124	\$51,126	\$52,149
Classification	Corrections Officer		
Effective:	January 1, 2009	January 1, 2010	January 1, 2011
Start	\$34,392	\$35,080	\$35,781
One Year	\$35,563	\$36,274	\$36,999
Two Year	\$36,733	\$37,468	\$38,217
Three Year	\$37,904	\$38,662	\$39,435
Four Year	\$39,076	\$39,858	\$40,655
Five Year	\$40,246	\$41,051	\$41,872
Six Year	\$41,417	\$42,245	\$43,090
Seven Year	\$42,587	\$43,439	\$44,308
Eight Year	\$43,757	\$44,632	\$45,525
Nine Year	\$44,932	\$45,831	\$46,748
Ten Year	\$46,102	\$47,024	\$47,964

**APPENDIX B**  
**GRIEVANCE FORM**

STEP I

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_

Job classification \_\_\_\_\_

Alleged Provision violated \_\_\_\_\_

Statement of Facts \_\_\_\_\_

Proposed Solution \_\_\_\_\_

\_\_\_\_\_ Lodge Representative Signature

\_\_\_\_\_ Employee Signature

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Receipt Date \_\_\_\_\_ Time \_\_\_\_\_

\_\_\_\_\_ Sheriff's Signature

\_\_\_\_\_ Copy Rec'd by: Grievant or Representative



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Sheriff's Signature \_\_\_\_\_ Witness' Signature \_\_\_\_\_

Copy Received By: \_\_\_\_\_

Lodge Representative Signature \_\_\_\_\_ Witness' Signature \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

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