

AGREEMENT

BETWEEN

VAN BUREN COUNTY

AND THE

POLICE OFFICERS ASSOCIATION OF
MICHIGAN

ON BEHALF OF

VAN BUREN COUNTY CORRECTIONS UNIT

2010 - 2011

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THIS AGREEMENT made and entered into this _____ day of _____, 2010, effective January 1, 2010, at Paw Paw, Michigan, by and between the COUNTY OF VAN BUREN and the SHERIFF OF VAN BUREN COUNTY, hereinafter referred to as the Employer and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as the POAM.

PURPOSE AND INTENT

It is the intent and purpose of the parties hereto that this Agreement shall set forth rates of pay, hours and all other conditions of employment to be observed by the parties hereto and the employees represented by the POAM.

Both parties recognize that they have a mutual interest and obligation to maintain friendly cooperation between the Employer and the POAM, which will permit safe, economical, and efficient operation of the Sheriff's Department of Van Buren County, hereinafter called the Department.

ARTICLE I RECOGNITION

Section 1.1: Collective Bargaining Unit. The Employer hereby agrees to recognize the Labor Council as the exclusive collective bargaining representative for all employees employed by the Employer in the following described unit:

All full-time employees employed in the Van Buren County Sheriff's Department classified and occupying the position of Correctional Officer, but excluding the Sheriff, Undersheriff, Sergeant, Chief Deputy, Deputy Patrolman, Radio Dispatchers, all clerical employees, all food service employees and all other employees.

ARTICLE II REPRESENTATION

Section 2.1: Collective Bargaining Committee. The Employer agrees to recognize a collective bargaining committee composed of four (4) employees, one of whom shall be the Chairman or President of the Collective Bargaining Unit. Members of the Collective Bargaining Committee shall act in a representative capacity for processing grievances in accordance with the Grievance Procedure established herein and for meeting with Employer representatives for negotiations or special conferences. The POAM shall furnish the Employer in writing the names of its Collective Bargaining Committee members. The Council may designate alternates, who shall serve only in the absence of Committee representatives.

Section 2.2: Access. An accredited, non-employee representative of the POAM shall be granted admission to the Department after first presenting himself to the designated management

representative. The POAM agrees that any visit to the Department by its representative shall not interfere with the normal operations of the Department.

ARTICLE III UNION SECURITY

Section 3.1: Agency Shop and Dues Check-off.

- A. Employees covered by this Agreement shall pay, as a condition of continued employment, to the POAM those fees that POAM determines to be that employee's proportionate share of the cost of negotiating and administering this collective bargaining agreement. This fee shall be determined in accordance with the standard procedures established by the POAM for this purpose.

If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the percentage developed by the POAM is unlawful or does not fairly represent the proportionate share of the cost of negotiating and administering the Agreement, the amount shall be modified to such amount as shall be lawful and proportionate.

- B. Each member of the bargaining unit shall sign and deliver to the Employer a check-off authorization form, provided by the POAM, authorizing the deduction of agency fees. Such authorization shall continue in full force and effect unless revoked in writing by the employee at least thirty days (30) prior to the effective date of such revocation. Pursuant to such authorization, the Employer shall deduct such fees from the employee's pay each month.

The Employer shall deduct the authorized amount from each employee's pay and transmit the total deductions to the POAM within fifteen days (15) following such deductions, together with a list of each employee's name from whom the deduction was made. Further, the Employer shall make those deductions only when the employee's pay is sufficient to cover said deduction.

The POAM shall provide at least thirty days (30) notice to the Employer of any changes for deduction of fees.

- C. The POAM shall notify an employee who has not paid his/her agency fees by certified mail with a copy to the Employer. If said employee does not pay the agency fee within thirty days (30) after said notice is received, the POAM shall notify the Employer of said omission fifteen days (15) after receipt of notification by the Employer, the Sheriff shall terminate said employee.
- D. The POAM assumes full responsibility for the validity and legality of the provisions herein set forth. The POAM, by the execution of the Agreement, expressly agrees to indemnify

and save the Employer harmless from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of this Article, including, but not limited to, a claim by an employee that the agency fee, as herein established, is not equivalent to each employee's proportionate share of the cost of negotiating and administering the collective bargaining agreement.

ARTICLE IV MANAGEMENT RIGHTS

Section 4.1: Rights of the Employer. The management of the Van Buren County Sheriff's Department, the determination of all matters of management policy, the services to be furnished, the nature and number of facilities and departments to be operated and their location, the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend or discharge for just cause, promote, transfer or lay off employee, or to reduce or increase the size of the working force, to establish rules and regulations, or to make judgments as to the ability and skill, is within the sole prerogative of the Employer, provided, however, that they will not be used in violation of any specific provisions of this Agreement. The Employer shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service, the schedules and standards of work, methods, processes, means and materials to be used, and, except as prohibited in the Agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the POAM, but shall also have the right to study and use improved methods of equipment and outside assistance, if necessary. It is understood that, except as limited in this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the operation of the Van Buren County Sheriff's Department.

ARTICLE V GRIEVANCE PROCEDURE

Section 5.1: Definition of Grievance. The definition of a grievance is a dispute over the meaning and application of this Agreement, which an aggrieved employee or the POAM raises.

Section 5.2: Grievance Procedure. All grievances shall be processed in accordance with the following procedures:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor. If the matter is not satisfactorily resolved, the employee shall reduce the grievance to writing within five (5) days after the occurrence of the incident, which gave rise to the grievance, and submit the written grievance to the immediate supervisor. The supervisor shall arrange a convenient time for a meeting with the employee and one (1) representative of the Bargaining Committee, but the meeting shall be held within five (5) working days after the written grievance is submitted to the immediate supervisor.

Step 2. If the dispute is not settled in Step 1, it may be processed under this Step by the employee submitting written notice to the Sheriff or his designee within three (3) working days following the reply in Step 1. A Step 2 meeting shall be held within five (5) working days following the request. The Employer shall be represented by the Sheriff or his designee and one (1) or other designated management personnel. The grievant may be represented by up to two (2) members of the bargaining committee. Should a representative of the POAM appear at the hearing, only one member of the bargaining committee may be in attendance. The Sheriff or his designee shall give a written reply within five (5) working days following the meeting.

Any resolution of the grievance, which has an economic impact upon the County, shall not be final until the County Board of Commissioners approves it.

Step 3. In the event that the grievance is not satisfactorily resolved in Step 2, the POAM may request arbitration of the unresolved grievance, which is arbitrable by giving written notice to the Employer of its intent to arbitrate, provided that said notice is received within fifteen (15) days following receipt of the Sheriff's answer in Step 2.

Section 5.3: Selection of the Arbitrator. If a timely request for arbitration is filed by the POAM, the parties may, within five (5) days, select by mutual agreement one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by each party alternately striking a name from the list and the remaining name shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the POAM and the Employer. Each party is responsible for its own expenses.

Section 5.4: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall be at all time solely governed by the terms of this Agreement and he shall have no power or authority to amend, alter, or modify this Agreement, either directly or indirectly. The POAM acknowledges that the Employer retains all rights not otherwise abrogated under the express terms of this Agreement. He shall have not authority to rule upon job descriptions, work assignments, work standards, or size of the work force. If the issue or arbitrability is raised, the arbitrator shall only decide the merits of the grievance, if arbitrability is affirmatively decided. The arbitration award shall not be retroactive earlier than the date that the grievance was first submitted in writing. The arbitrator's decision shall be final and binding on the POAM the Employer and its employees, provided, however, either party retains all legal rights to challenge arbitration and decisions thereof where such action is beyond the power of the arbitrator or where the award was procured by fraud, misconduct or other unlawful means.

Section 5.5. Grievance Form. All grievances shall be filed promptly and, in order to be processed beyond Step 1, shall be reduced to writing on a form provided by the Department. The written grievance form which shall be signed by the aggrieved employee, shall include at least the date the grievance arose, the specific facts involved, the section of the collective bargaining agreement allegedly violated and the relief sought.

Section 5.6: Expedited Grievances. If the grievance involves a disciplinary suspension or discharge, the grievance shall be processed starting at Step 2 of the Grievance Procedure and a meeting will be held by the members of the Collective Bargaining Committee and the Sheriff or his designated representative within five (5) days after submission to discuss the grievance.

Section 5.7. Investigation and Settlement Under the Grievance and Arbitration Procedures. A grievance may be presented at any time in accordance with the Grievance Procedure. The investigation, discussion, settlement and arbitration of a grievance shall be done outside of working hours, unless it is necessary to investigate, discuss, settle or arbitrate a particular grievance during working hours, and, in such event, members of this bargaining unit shall not suffer a loss of wages or fringe benefits for the time necessarily lost from regularly scheduled working hours while participating in the grievance and arbitration procedures. However, in no event shall a member receive wages or fringe benefits without obtaining the approval of the Sheriff, or his designee, before participating.

Section 5.8. Time Limits. If any steps or action provided for in the Grievance and Arbitration Procedures are not taken or appeals herein provided for are not taken or filed or notice not given within the time limit specified, then the grievance shall be deemed final and settled on the basis of the Employer's last reply. If the reply is not timely given at any step of the above procedure, then the grievance may be appealed to the next step in the Grievance Procedure as specified. Any of the time limits set forth herein may be extended by written agreement of the parties. Saturday, Sunday and holidays shall not be counted under the time procedures established in the Grievance Procedure.

ARTICLE VI PROHIBITED ACTIVITY

Section 6.1: Strikes Prohibited. The POAM and the Employer recognizes that strikes and other forms of work stoppage by employees are contrary to law and public policy. The POAM and the Employer subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption of department programs and operations. The POAM, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, any strike, nor shall any employees take part in any strike, slowdown, stoppage of work, boycott, picketing or other interruption of activities and operations at any time or place within the county government system.

ARTICLE VII SENIORITY

Seniority 7.1: Seniority Definition. Departmental seniority shall be defined as length of the employee's continuous service with the Employer commencing from his last date of hire. Divisional seniority shall be defined as the length of continuous service commencing from the

date of the employee's service in his/her particular division. Seniority shall continue to accumulate during all approved leaves of absence. Employees, who are transferred on the same date, shall be placed on either seniority list in alphabetical order of surnames. Departmental seniority shall be used for such purposes of vacation accrual and other benefits. Divisional seniority shall be used for shift, pass day, vacation bidding and for lay-off and recall. An employee who leaves one division and enters another shall have his/her divisional seniority frozen and shall begin accruing divisional seniority in the new division. If the employee returns to his/her former division, his/her seniority will begin accruing again.

Section 7.2: Probationary Period. All new employees shall be considered probationary employees for a period of twelve (12) month, after which time their seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee, who may be laid off or terminated by the Employer at any time without regard to this Agreement.

Section 7.3: Loss of Seniority. An employee's seniority with the County shall terminate for the following reasons:

- A. He/she resigns or quits.
- B. He/she is discharged or terminated.
- C. He/she retires.
- D. He/she has been on lay off for a 24 month period.
- E. He/she is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, lay off or disciplinary layoff for three (3) consecutive working days without notifying the Employer, unless otherwise excused.
- F. An Employee is off of work and not on an approved Leave of Absence.

Section 7.4: Indefinite Layoff. When an employee is to be laid off due to a reduction of the work force, the following procedure will be applied:

- A. The first employee(s) to be laid off shall be the probationary employee(e). If further layoffs are necessary, the Employer agrees to lay off the employee(s) with the least seniority in the division, provided, however, the senior employee has the experience and training to perform the required work.
- B. An employee laid off from his/her classification may replace an employee in a lower paid classification, provided he/she has the greater seniority and the experience and training to perform the required work. An employee, who replaces an employee in the lower paid classification, shall receive the rate of the lower class at the experience level of his former classification.

- C. An employee laid off from his division may replace an employee in a lower paid division provided he/she has the greater divisional seniority in the lower paid division and has the experience and training to perform the required work. An employee, who replaces an employee in the lower paid division, shall receive the rate of the lower division at the experience level of his former division.

Section 7.5: Recall. Recall to work shall be accomplished in the following manner:

Employees with the greater divisional seniority shall be recalled first and thereafter in the order of the employee's divisional seniority, provided, however, that the recalled employee has the experience and training to perform the required work. The employees recalled from layoff will be notified by mail at their last known address. If the employee fails to report for work within ten (10) working days after the mailing date of such notice, the employee will lose all rights to recall. After the required letters are mailed, the employer may telephone employees scheduled for recall in an effort to expedite the employees return to work.

ARTICLE VIII LEAVES OF ABSENCE

Section 8.1: Sick Leave.

Sick leave is a means of insuring that an employee will not suffer loss of income because of illness. A permanent record shall be kept by the Employer for all sick leaves. In the event that an employee utilizes more sick leave than has been accumulated, the Employer shall record such time and inform the County Clerk so that proper deduction of unauthorized time may be taken from the next paycheck. Sick leave shall be used only for actual illness on the part of the employee. The Employer may require, at its discretion, such evidence of illness as necessary. The submission of a doctor's certification or report by the employee shall be considered presumptive evidence for the purpose of this Section.

All sick leaves must be reported on the day of absence to the Sheriff or his designee. Three (3) days of unreported absence may be considered a voluntary termination of employment.

The following relates to how sick leave is established:

- A. Fifty – six (56) hours shall be credited every January 1st with each day in a lump sum. An additional eight (8) hours will be credited in each of those years to be used as a personal day but will not be eligible for payout or accumulate in the new sick leave bank. For individuals hired on or after July 1st sick leave and personal time will be prorated so that the employee will receive twenty-eight (28) hours for the period of the year of hire. The employee may accumulate up to 320 hours in their sick bank for all time credited from January 1, 1999 forward. This will be

designated as the employee's NEW sick bank. Sick time accumulated prior to January 1, 1999 will be placed in the employee's OLD sick leave bank.

B. If an employee must use sick leave, the Employer must be notified as soon as possible.

C. Annual Payout Provision:

1. Each December 1st, an employee may elect in writing payout of any unused, or portion of unused sick leave, credited in the current calendar year.
2. Sick leave will be paid out at the employee's hourly rate of pay as of December 1st of the current calendar year. Payment will be made the first pay period of the New Year.
3. Sick leave not paid out will carry over to the next calendar year.
4. An employee will not be eligible for the payout unless they will maintain at least one hundred twelve (112) hours of accumulated sick, vacation, personal time, or any combination thereof.

D. Payout upon termination or retirement:

1. New Bank: Any remaining hours up to a maximum 160 will be paid at the employee's current hourly rate of pay.
2. Old Bank – Involuntary Termination of Employment: Maximum payout of 480 hours at the employee's 1998 rate of pay regardless of years of service.
3. Old Bank – Voluntary Termination and Retirement:

Years of Service with the Department:

	<u>Current Rate</u>	<u>1998 Rate</u>
Less than 10 years service:	0%	100%
10 – 14 years of service:	50%	50%
15 – 19 years of service:	75%	25%
20 + years of service:	100%	0%

4. Upon retirement, an employee hired on or after January 1, 1999 may elect, in lieu of payout, to be credited with up to 320 hours as additional service credit for pension purposes. Employees hired prior to January 1, 1999 may elect 480 hours of service credit in lieu of payout.

- E. In the event of illness, an employee must utilize their available sick, vacation, and personal time before going off the payroll.
- F. The Employer agrees to restrict the question on its Sick Leave Form “did you leave home for any reason?” to the hours when an individual was scheduled to work.

Section 8.2: Personal Leave of Absence. An employee may be granted a leave of absence without pay upon good cause shown at the discretion of the Sheriff. A request for a leave of absence without pay shall be in writing and submitted to the Sheriff sufficiently in advance. The request shall reflect the reason and length of time requested. It shall not be, however, for a period in excess of ninety days (90). Vacations, holidays, and sick leave shall not accumulate during such leave of absence. To maintain insurance benefits, the employee shall submit the required premiums in accordance with the Comprehensive Omnibus Budget Reconciliation Act, and the Employer shall provide the employee with the standard notice of rights and responsibilities under said Act.

Section 8.3: Bereavement Leave.

- A. In the case of death in the employee’s immediate family, the employee shall upon request be granted leave up to five (5) regularly scheduled work periods with pay. Employee’s immediate family will be defined as current spouse, parents, children, brother, sister and stepchildren living in the employee’s household. One day to attend the funeral of son-in-law, daughter-in-law and grandchildren.
- B. In the case of death of the employee’s current father-in-law, current mother-in-law, grandparents, spouse’s grandparents, or relative living in the employee’s household, up to three (3) regularly scheduled work days shall upon request be granted with pay. In the event the funeral for the persons listed in paragraph B., is in excess of three hundred (300) miles from the employee’s place of residence, up to two (2) additional days shall upon request be granted.

Section 8.4: Leaves of Absences. No leaves of absences, or combination of leaves of absences, whether paid or unpaid, shall extend beyond one (1) calendar year. An employee who fails to return to active duty after one (1) year of continuous absence shall lose his/her right to his/her job and shall be replaced. Under extraordinary circumstances the Sheriff may, in his sole discretion, extend a leave of absence beyond one (1) year. An employee who has been on leave for six (6) months but less than one (1) year shall have no right to a further leave beyond three (3) calendar days until the employee has served six (6) months of active duty.

ARTICLE IX VACATION

Section 9.1: Vacation Definition. A week is forty (40) hours, excluding pass days. All vacation scheduling is subject to approval of the Sheriff.

Section 9.2: Vacation Benefits.

- A. Employees, who have completed one (1) year of service, shall be granted forty (40) hours of vacation without loss of pay.
- B. Employees, who have completed two (2) years of service, shall be granted eighty (80) hours of vacation without loss of pay.
- C. Employees, who have completed five (5) years of service, shall be granted one hundred twenty (120) hours of vacation without loss of pay.
- D. Employees, who have completed twelve (12) years of service, shall be granted one hundred sixty (160) hours of vacation without loss of pay.
- E. Employees who have completed fifteen (15) years of service, shall be granted one hundred eighty-four (184) hours of vacation without loss of pay (23 days total).
- F. Employees shall be paid for all accrued vacation upon termination of employment on a prorata monthly basis.
- G. Upon proper application, probationary employees may be authorized by the Sheriff to use, in exceptional circumstances, vacation time before the completion of their probationary period. Such use shall not exceed the employee's then accumulating vacation time, based upon the number of months worked over the twelve (12) month probationary period and further such use shall be at the sole discretion of the Sheriff.

Section 9.3 Vacation Selection. The Sheriff shall establish a schedule of available vacations. Employees shall submit their requests for vacation at least four (4) weeks prior to the start of the posted schedule. Preference for vacation shall be given to those employees having the greatest divisional seniority. Vacation requests submitted after four (4) weeks shall be granted on availability and on a first come first serve basis.

**ARTICLE XI
HOLIDAYS**

Section 10.1: Paid Holidays.

- A. The following days shall be observed as paid holidays. Employees required to work any of the below named holidays shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate and holiday pay. Employees not scheduled to work shall be paid one (1) days pay for the holiday.

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day (Nov. 11)	Thanksgiving Day
Friday after Thanksgiving	December 24
Christmas Day	December 31

- B. Employees shall be entitled to two (2) personal leave days, based on hours worked in a regular shift, per calendar year not to be deducted from sick leave and one (1) personal leave day to be deducted from sick leave. A second personal day may be taken each calendar year, deducted from sick leave, providing the employee has a minimum of eighty-eight (88) hours of banked sick time at the time the request is made to the Sheriff. For individuals hired on or after July 1st personal time will be prorated so that the employee will receive one day (1) not to be deducted from sick leave and one-half day ($\frac{1}{2}$) to be deducted from sick leave, subject to the approval of the Sheriff.
- C. Subject to the approval of the Sheriff, one (1) deputy shall be allowed two (2) days per year for the purpose of attending the State Convention of the Police Officers of Michigan, provided he is an elected delegate to the State convention of the Police Officers of Michigan.

Section 10.2: Holiday Qualification. Employee must work their scheduled days before the day of and after the holiday to receive holiday premium pay unless they are off on an authorized scheduled paid day. All employees who take a sick day on the day before the day of or day after a holiday will be required to produce a doctor's slip verifying their illness to qualify for holiday pay. In addition, an employee must be actually on the active payroll of the Department at the time the holiday occurs, i.e., must not be on layoff status, leave of absence or workers compensation leave.

**ARTICLE XI
INSURANCE AND PENSION**

Section 11.1: Health and Welfare.

The Employer agrees to provide insurance benefits in accordance with this Section for all employees who are normally scheduled to work thirty (30) or more hours per week. Employees who are normally scheduled to work less than thirty (30) hours but more than twenty (20) hours per week may purchase Blue Cross/Blue Shield insurance benefits by way of payroll deduction. Employees who are normally scheduled to work twenty (20) or less hours per week shall not be eligible for any of the benefits provided in the Section.

- A. The Employer will offer Community Blue PPO Plan 6, including Dental, as the base Health Care Plan for 2010. At the Employees option, and expense, they may upgrade their insurance coverage to Community Blue PPO Plan 5 for 2011. The election may be made annually.
- B. Prescription Card: 10/40 RX card. Mail order – 90 day for one co-pay.
- C. An Employee who does not need health insurance may elect to have the Employer apply the sum of one hundred fifty dollars (\$150) per month, via a Section 125 Plan, to the Employee's 457 Deferred Compensation plan. This option shall not be available to Employees who are normally scheduled to work less than thirty hours (30) per week.
 - (1) In the event ten (10) or more employees within all bargaining units represented by the POAM opt out of the employer provided health insurance, the monthly stipend shall increase to \$400 per month and shall remain at that level so long as ten (10) such employees remain off of the employer provided insurances. Employees whose spouse is insured through Van Buren County are not eligible for this opt out stipend. The stipend may be used in taxable cash, or the 457 Plan.
 - (2) An employee whose spouse has substantially equivalent insurance available through the spouse's employer and who does not choose to opt out of the Van Buren County provide health insurance may enroll in the County's Health insurance policy as a single subscriber only and will receive a monthly stipend of \$225. The stipend may be used in taxable cash, or 457 plan. Employees whose spouse is insured through Van Buren County are not eligible for this opt out stipend.

- D. Employees will contribute 8% to the monthly premium, excluding Dental and Vision, attributable to them (e.g., family, double, or single). The premiums will be adjusted annually. The Employer has established a Section 125 Plan that will allow Employee's premium participation to be paid "pre-tax".
- E. Employees will contribute 50% for the Vision 24 Plan with the Employee option and expense to upgrade to the Vision 12 Plan.
- F. The Employer has established a Section 105 Plan or Health Reimbursement Account (HRA) for each Employee and will contribute the following amounts to each Employee:

2010: \$300 Single; \$500 Two People; \$700 Family

Unused amounts may be rolled over from year to year up to a maximum of three (3) years. Also, the Employer, has established a Section 125 Plan that will enable Employees to set aside up to \$2,000 annually "pre-tax" dollars for unreimbursed medical and \$5,000 for child care/dependent expenses.

- G. Effective January 1, 2011, the Employer will offer Plan 012 (BC/BS Flexible Blue Plan 2, including dental and the vision 24/24/24 plan). The election may be made annually. Employees who choose Plan 012 will contribute 5% of the monthly premium, unless the current bargaining unit receiving this plan agrees to pay 8%. At that time, the POAM Corrections Bargaining unit will also contribute 8%, excluding Dental and Vision, attributable to them (e.g. two or more or single coverage). The employee will pay 50% of the vision premium. The premiums will be adjusted annually. At the employee's option and expense, they may upgrade to Plan 011 (BC/BS Flexible Blue Plan 2, including dental and the vision 12/12/12 plan).

When employee's choose the Flexible Blue Plans 2, the Employer will establish a Section 105 Plan, or Health Savings Account. In 2011, the Employer will contribute \$625 for a single or \$1,250 for two or more persons. The Employer will front load their contribution to the Employee's HSA at the beginning of the calendar year. The Employee may make additional pre-tax dollar contributions to their HSA up to the IRS established limit. Roll-over of existing monies in an employee's HRA account, into an employee's HSA will occur pursuant to IRS regulations

- H. The Employer reserves the right to determine and/or change insurance carriers and/or underwriters at any time provided that thirty (30) days advance notice of any such determination or change shall be given to the Union. The Employer shall not, by reason of this provision, reduce the benefit levels without the consent of the Union.

- I. The Employer's sole responsibility under the Section is to provide premium payments on behalf of eligible employees as set forth herein and the coverage referenced herein are offered specifically subject to the rules and regulations of the various insurance carriers and/or underwriters.
- J. The Employer shall provide, at no cost to the employee, fifteen thousand dollars (\$15,000) in death benefits with a double indemnity provision.
- K. The Employer shall pay for and provide false arrest insurance.
- L. The County shall provide the same group hospitalization and medical coverage and master medical rider to include drug co-pay to all retirees who have a minimum of twenty-five (25) years of service with the department subject to the same premium participation provisions and the PPO alternatives described above. The County shall also provide this same coverage option, subject to the same premium co-payments, for the retiree's spouse provided that the retiree's spouse does not have any other coverage available to him or her. **For employees hired after January 1, 1992**, they shall not be eligible for this same group hospitalization medical coverage and master medical rider, or any other provided by the County, when they retire.
- M. The Employer will establish as soon as possible a Retirement Health Savings Plan (RHSP) for employee contributions. The Employer will not contribute to the RHSP during the term of this Agreement.

Section 11.2: Short Term Disability (STD) and Long Term Disability (LTD)

- A. Effective March 1, 2004 the existing Income Protection Plan (IPP) is rescinded and replaced with a self-funded Short Term Disability Plan and commercial Long Term Disability Plan. However, the IPP will remain in effect until all pre-existing condition clauses of the STD/LTD are satisfied.
 - 1. STD: Sixty-seven percent (67%) of straight time after fourteen days (14) until eligible for LTD.
 - 2. LTD: Employer shall pay sixty-six and two-thirds percent (66 2/3%) of normal straight time wages of disability up to fifty-two (52) weeks after the fourteen day elimination period. Any employee interested in continuing their disability beyond the 52 weeks may do so at their own cost. However, under extraordinary circumstances such as an anticipated imminent return to work, the employer in its sole discretion may extend the LTD period beyond 52 weeks.

- B. During the fourteen day (14) calendar-waiting period, the employee must use compensatory time, accumulated sick leave, vacation, or personal leave in that order. Any employee who is subject to losing either vacation or personal leave because of the end of the year caps shall use any time subject to being lost before the normal order of usage is utilized.
- C. An employee may elect to supplement the remaining 33% of base wage by using available paid leave as outlined in Item B. above to receive a full paycheck. The employee must provide the Employer with a written form authorizing the payment from available paid leave. Should the employee elect to supplement the STD/LTD Plan the employee shall continue to receive all benefits provided under the Collective Bargaining Agreement.
- D. Health insurance will be maintained for no more than a period of 52 weeks while receiving the STD/LTD Plan benefits. Health insurance will be at the same level and under the same conditions, which existed when the employee went out subject to any changes authorized by the Collective Bargaining Agreement or future Collective Bargaining Agreements.
- E. The Employer reserves the right to self-fund or purchase coverage of this plan through an insurance carrier of the Employer's choice or if a plan is purchased to change to self-funding at the Employer's option provided the benefits remain as agreed to under this Article.
- F. The Employer reserves the right to require appropriate documentation of disability. The Employer further reserves its right to require an employee to see an Employer designated physician to verify disability or an employee's ability to return to work. Should a dispute arise between the employee's physician and the Employer's physician, the parties agree that a third physician will be selected to determine either the employee's disability or the employee's ability to return to work and that third physician's opinion shall be binding on the employee, Employer and Union.

Section 11.3: Worker's Compensation.

- A. In the event an employee sustains an occupational injury, he/she shall be covered by applicable workers compensation laws.
- B. An employee sustaining an occupation injury shall be paid the difference between compensation and his/her regular weekly wage rate up to one (1) year and 50% of supplementary weekly wage rate for the next twelve (12) months. For all employees hired after January 1, 1992, the fifty percent (50%) supplementary wage provision shall not apply.

- C. An employee who is off work for in excess of six (6) months on either a sick (STD) or workers compensation leave will not accumulate vacation time for any period in excess of six (6) months. Any vacation leave accumulated by the individuals above will be utilized by them prior to their return to work, other than one week of vacation.

Section 11.4: Pension.

- A. All employees who are eligible may participate in the Van Buren County 457 Deferred Compensation/Plan in accordance with the terms and conditions of the Plan.
- B. Any employee promoted from another Sheriff's Office bargaining unit shall be eligible to continue his/her 457/401A Plan as delineated in the previous bargaining contract.
- C. MERS: All new part-time and full-time employees must enroll in the MERS pension plan upon their hire date. Current employees who decided to roll over to MERS, and participate in the MERS Defined Benefit Plan will be covered by the following provisions. The same provisions apply to new hires subsequent to the ratification of the previous agreement in 2001.
 - I. MERS Benefit C2 (B-1), V-10, FAC-5, 5.0% member contribution, F55 (25 years), All prior years of County service;

**ARTICLE XII
HOURS OF WORK**

Section 12.1: Work Schedule. The workday shall be eight (8) hours per day, inclusive of a paid lunch period.

Section 12.2: Court Time. Employees, who are called in to appear in Court on off-duty hours on all matters other than informal hearings, will be paid a minimum of four (4) hours at their regular hourly rate and will return all witness and subpoena fees to the County. For employees who are called in to appear in Court on off-duty hours or for informal hearings, shall paid a minimum of two (2) hours at their regular hourly rate and will return all witness and subpoena fees to the County. This above provision shall not apply if the Court appearance is contiguous with the employee's beginning and ending of his shift. When the time is contiguous, the employee shall be compensated at the employee's regular hourly rate, but shall be compensated at one and one-half (1 1/2) times the regular hours rate for any court time spent in excess of 2.7 hours. The exception to this is schooling and training which is provided in 16.5 (A).

Section 12.3: Overtime. An employee shall receive time and one-half (1 1/2) his regular rate as defined herein for all work performed beyond eight (8) hours in one (1) workday. The employee's regular rate shall be determined by dividing his annual salary by 2,080. The Employer shall not be liable for overtime if, due to shift rotation, the employee works back-to-back shifts and thereby works in excess of eight (8) hours per day. The parties agree that when a Correction Officer's shift is moved forward more than two (2) hours from their regular starting time because other personnel have called in sick and where the employee does not work more than eight (8) hours they will receive an additional one (1) hour pay at straight time. That should, however, that dispatcher work more than eight (8) hours and receive overtime pay they will not receive the additional one (1) hour of pay at straight time.

Section 12.4: Pass Day Preference.

- A. The Sheriff shall implement a pass day/shift preference every three (3) months, based upon seniority in the employee's respective division. Seniority in a division is determined by the length of time an employee has in their division. Any voluntary transfer from one division to another shall result in the effected employee's previous divisional seniority to cease and a new date for seniority be established by the effective date of the voluntary transfer into the new division. The employer shall post the shifts six (6) weeks prior to the start of the quarterly shift schedule.

Employees will be required to make their preference known at least one (1) month before the beginning of the three month period, pursuant to a seniority list which the Sheriff shall post at least six (6) weeks before the beginning of the three month period.

- B. The Sheriff shall inform the employees of their shift at least one (1) week before the new three- month period is to begin.
- C. Employees failing to register pass day/shift preference during the two (2) week window shall forfeit all seniority rights regarding shift assignments for that period.
- D. Employees may trade shifts if they obtain the prior written approval of the Sheriff, or his designee, provided the Sheriff reserves the right to insist that the employees' request be submitted at least two (2) weeks before the requested trade of shifts is to take effect.
- C. The Sheriff retains the right, solely and exclusively, to determine, within his discretion, how many employees shall be on each shift. The Sheriff shall also have the right, solely and exclusively, to assign employee to shifts based upon the need to train new employees or train other employee in the new job skills, provided the less senior employee will always be the one temporarily transferred unless the more senior employee agrees to a temporary transfer.

**ARTICLE XIII
WAGES**

Section 13.1: Wages. Employee under this Agreement shall be paid in accordance with the annual rates set forth in Appendix A, attached hereto and made part hereof. Any employee who voluntarily left will receive retroactive pay.

**ARTICLE XIV
UNIFORMS AND EQUIPMENT**

Section 14.1: Uniforms. The Employer agrees to provide uniforms for those employees required to wear them. Also, the Employer agrees to pay for cleaning and maintenance of uniforms.

Section 14.2: Equipment. It is the Employers intent to maintain all equipment in a safe operating condition. Any equipment defects noted by personnel will be promptly reported in writing. Repairs are to be made as soon as practical. Under no circumstances will employees be required to use equipment, which is unsafe.

**ARTICLE XV
LONGEVITY**

Section 15.1: Longevity. Longevity compensation shall be based on continuous service with Van Buren County for employees actively employed on December 1 of the current year and shall be paid at the rate of \$100 after two (2) years service, \$200 after five (5) years service and \$400 after ten (10) years service. This shall be paid at the end of each year by separate check. For longevity purposes, an employee who is receiving compensation from the Employer for paid sick leave, workers compensation supplements or vacation shall be considered as actively employed.

This Section shall be deleted for all employees beginning employment on or after January 1, 1992.

**ARTICLE XVI
MISCELLANEOUS**

Section 16.1: Bulletin Board. The Employer shall provide a bulletin board for POAM use and other official business.

Section 16.2: Legal Assistance. The Employer will provide to the employees such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is acting in his official capacity as a **police** officer and is in lawful performance of his police duties and responsibilities. Lawful performance shall be construed as proper, acceptable practice of a qualified police officer.

Section 16.3: Private Vehicle Use. Employees who are required by the Employer to use their personal vehicles to conduct business for the department shall be reimbursed at the then current

IRS rate. Employees shall comply with such reimbursement procedures as the Employer may require. It is understood by the parties hereto that during the course of an employee's duties for the Employer, he shall not, for any purpose or reason, transport a prisoner or inmate in an employee-owned vehicle.

Section 16.4: Special Conferences. The Employer and the Labor Council agree to meet and confer on matters of mutual concern at times mutually agreeable to the parties. A written request shall be made in advance and shall include an agenda stating the nature of matters to be discussed and reasons for the request. The special conference shall be limited to the matters set forth on the agenda.

Section 16.5: General Provisions.

- A. Employee, who are assigned for schooling or training by the Sheriff, will be paid at their straight time rate. Employee (s) who are assigned for schooling or training by the Sheriff, shall be paid for travel time if the schooling or training is held outside Van Buren County.
- B. The Employer agrees to provide washrooms and lockers for employees.
- C. The Employer shall make a firing range and ammunition available to the employees.
- D. The Employer shall provide all present and future employees of this unit with a copy of this Agreement.
- E. The Sheriff has created a Departmental Rules and Regulations Manual. It is available electronically to all employees.

Section 16.6: Policy Procedures. The Employer reserves the right to establish reasonable departmental rules, regulations, policies and procedures not inconsistent with the provision of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees, if such rules, regulations, policies and procedures concern working conditions. If the POAM believes that such rules, regulations, policies and procedures are unreasonable, a grievance may be filed within ten (10) days after the establishment of such rules, regulations, policies and procedures and thereafter considered in accordance with the Grievance Procedure. This will acknowledge that the parties have agreed to the Drug and Alcohol Policy in the Sheriff's Department as corrected.

Section 16.7: Discharge and Discipline.

- A. The Employer agrees that it shall not discipline or discharge and employee, except for just cause.

- B. An employee, upon request, shall be entitled to representation by a POAM representative at any hearing or meeting in which the employee is in attendance and which is conducted by the Employer, where such hearing or meeting may reasonably lead to the disciplinary suspension or discharge of such employee.
- C. An employee, who has been discharged, may consult with his POAM representative before he is required to leave the premises, provided that such consultation is conducted in a manner which will not interfere with the general public or the Employer's operations.
- D. An employee, who is given a disciplinary warning notice, disciplinary suspension or discharge, shall receive such notification in writing. For informational purposes only, the POAM shall be given a copy of such suspension or discharge notices.
- E. An employee shall be entitled to personnel information in accordance with the Employee Right to Information statute.
- F. If any employee is free of discipline for a period of two (2) years, the Employer will not take into account any prior infractions where the discipline imposed is ten (10) consecutive workdays or less.

Section 16.8: Gender. As used and set forth in this Agreement the male gender shall include the female and the female gender shall include the male as this Agreement may refer to employees in any article or section thereof it being expressly understood that there shall be no distinction among employees in regards to sex.

Section 16.9: Agreement Mute. In any matter or situation, except those pertaining to wages, hours or other conditions of employment, in which this Agreement shall be mute, then such policies and procedures as may be established from time to time by the Sheriff and/or the Van Buren County Board of Commissioners shall apply and govern to the full extent as if they were a part of this Agreement provided that no such policy or procedure which is in direct conflict with this Agreement shall be valid.

Section 16.10: Modification of Agreement. Either party hereto may request in writing to the other party to negotiate a modification, clarification or amendment to this Agreement. Any such modifications, clarifications or amendments that may be agreed upon shall be in the form of a "Letter of Understanding" signed by both parties and attached to this Agreement as a part thereof.

Section 16.11: Interpretation and Invalidity. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws and regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, either party may request that the parties hereto meet for the purpose of renegotiating any such invalidated provision.

**ARTILCE XVII
DURATION AND TERMINATION**

Section 17.1: Duration and Termination. This Agreement shall continue in full force and effect without change until midnight, December 31, 2011. If either party desires to terminate or modify this Agreement, they shall give written notice of same to the other party at least sixty (60) days prior to December 31, 2011. If neither party shall give notice to terminate or modify this Agreement as herein provided, this Agreement shall continue in effective from year to year after December 31, 2011, subject to termination by either party on sixty (60) days written notice prior to December 31 of any subsequent year.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Dated: _____, 2010

For the Van Buren County Sheriff:

Dale Gribler, Sheriff

Dated: _____, 2010

For the County of Van Buren:

Dated: _____, 2010

For the Union:

James DeVries
POAM Business Agent

Dated: _____, 2010

For the Corrections Unit

**APPENDIX A – COMPENSATION
2011
POAM Corrections Unit**

I. Corrections

<u>YEAR</u>	<u>STEP</u>	<u>HOURLY</u>
2011	Start	\$17.18
2011	1 Year	\$19.30
2011	2 Years	\$20.26
2011	3 Years	\$21.29

The Van Buren County Rate Schedule in effect for this bargaining unit will be modified as follows:

- a. 2011 – 1% increase to base wages
- b. One-time \$500.00 signing bonus (not added to base wages). The employee will be eligible to designate whether this amount be directed to their deferred compensation plan (pre-tax), directed to the employee's HSA account (pre-tax), or paid out in a lump sum to the employee.
- c. 2011 wage increase shall be retroactive to January 1, 2011.