

AGREEMENT

Between

**COUNTY OF VAN BUREN
AND SHERIFF OF VAN BUREN COUNTY**

And

**POLICE OFFICERS
LABOR COUNCIL**

(COMMAND UNIT)

2011-2012

February 22, 2011

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THIS AGREEMENT made and entered into this 22nd day of February , 2011, effective January 1, 2011 through December 31, 2012, 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 LABOR COUNCIL, hereinafter referred to as the Labor Council.

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 Labor Council.

It is recognized by both parties that they have a mutual interest and obligation to maintain friendly cooperation between the Employer and the Labor Council, which will permit safe, economical and efficient operation of the Sheriff's Department of Van Buren County, hereinafter called the Department.

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 lieutenant and sergeant, or but excluding the Sheriff, Undersheriff, deputy patrolman, all clerical employee, all food service employees and all other employees.

REPRESENTATION

Section 2.1: Collective Bargaining Committee. The Employer agrees to recognize a collective bargaining committee composed of one (1) employee. This member of the Collective Bargaining Committee shall act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established herein and for the purpose of meeting with Employer representatives for negotiations or special conferences. The Labor Council 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 Labor Council shall be granted admission to the Department after first presenting himself to the designated management representative. The Labor Council agrees that any visit to the Department by its representative shall not interfere with the normal operations of the Department.

UNION SECURITY

Section 3.1: Agency Shop and Dues Checkoff.

- A. Employees covered by this Agreement shall, as a condition of continued employment, pay to the Labor Council those fees that are determined by the Labor Council 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 Labor Council 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 Labor Council 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 checkoff authorization form, provided by the Labor Council, 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 (30) days 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 Labor Council within fifteen (15) days 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 Labor Council shall provide at least thirty (30) days notice to the Employer of any changes in the amount of agency fees to be deducted.

- C. The Labor Council 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 (30) days after said notice is received, the Labor Council shall notify the Employer of said omission. Fifteen (15) days after receipt of notification by the Employer, the Sheriff shall terminate said employee.

- D. The Labor Council assumes full responsibility for the validity and legality of the provisions herein set forth. The Labor Council, 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.

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 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 Labor council, 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.

GRIEVANCE PROCEDURE

Section 5.1: Definition of Grievance. A grievance is defined as a dispute over the meaning and application of this Agreement, which is raised by an aggrieved employee or by the Labor Council.

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. The supervisor shall give his reply to the grievance in writing within five (5) days after such meeting. Any resolution of the grievance shall not be final until it has been approved by the Sheriff.

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 shall be represented by the Bargaining Committee. 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 it has been approved by the County Board of Commissioners.

Step 3. In the event that the grievance is not satisfactorily resolved in Step 2, the Labor Council may request arbitration of the unresolved grievance, which is arbitratable by giving written notice to the Employer of its intent to arbitrate, provided that said notice is received within fifteen (15) working 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 Labor Council, 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 Labor council 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 wholly 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 Labor Council 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 with first submitted in writing. The arbitrator's decision shall be final and binding on the Labor Council, the Employer and it s 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.

PROHIBITED ACTIVITY

Section 6.1: Strikes Prohibited. The Labor Council and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Labor council 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 Labor Council, 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.

SENIORITY

Seniority 7.1: Seniority Definition. Seniority shall be defined as length of the employee's continuous service with the Employer commencing from his last date of hire. Rank seniority shall mean the length of continuous service commencing from the date of the employee's service in his particular rank; Seniority shall continue to accumulate during all approved leaves of absence. Employees, who are employed on the same date, shall be placed on the seniority list in alphabetical order of surnames. There shall be two forms (2) of seniority: departmental and divisional. Departmental seniority will be used for such purposes as layoff and recall and vacation accrual. Divisional seniority will be used for shift and pass day bidding. An employee who leaves on division and joins another will have his/her divisional seniority frozen and will 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 resigns or quits.
- B. He is discharged or terminated.
- C. He retires.
- D. He has been on lay off for a 24-month period.
- E. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff 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 to be laid off shall be the probationary employee. If further layoffs are necessary, the Employer agrees to lay off the employee with the least seniority in the rank and classification affected, provided, however, the senior employee has the experience and training to perform the required work.
- B. An employee laid off from his classification may replace an employee in a lower paid classification, provided he 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. The Employer shall give notice of layoff as soon as possible, but not less than two (2) weeks.

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

Employees with the greater seniority in the rank and classification affected shall be recalled first and thereafter in the order of the employee's seniority, provided, however, that the recalled employee has the experience and training to perform the required work.

The employees recalled for layoff will be notified by mail at their last known address. If they fail to report to work within ten (10) working days of the mailing date of such notice, they will lose all rights to recall. After the required letters are mailed, the employer may telephone employees for recall in an effort to expedite the employees return to work.

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. Seven (7) sick days (to be based on hours worked in a normal shift) shall be credited every January 1st with each day in a lump sum. An additional one (1) day 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 three sick days (3) and one-half personal days ($\frac{1}{2}$) 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. Each employee who has old sick bank hours may request an annual payoff of up to 200 hours per year. The request must be made in writing, to the County Human Resource Department prior to September 15 of each year. The payout will occur on the second pay period in October following the request. The employee may request the payout in the form of a check, or a deposit to the MERS Health Care Savings Program (HCSP). Employees retiring from employment shall receive the balance of their old sick bank hours payable at their current rate of pay in the form of either a check, a payment to the MERS (HCSP) or a combination of the two.
- C. If an employee must use sick leave, the Employer must be notified as soon as possible.
- D. Annual Payout Provision for old sick bank hours
 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 prior to January 31st.
 3. Sick leave not paid out will carry over to the next calendar year up to 320 hours.

4. An employee will not be eligible for the payout unless they will maintain at least fourteen days (14) of accumulated sick, vacation, personal time, or any combination thereof.
- E. Payout upon separation of employment:
1. New Bank: Any remaining hours up to a maximum 160 will be paid at the employee's current hourly rate of pay.
 2. 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.
 3. Each employee who has old sick bank hours may request an annual payoff of up to 200 hours per year. The request must be made in writing, to the Sheriff no later than May 1 of each year. So as to allow the Sheriff to include approved requests in his annual operating budget. The payout will occur on the second pay period in October following the request. The employee may request the payout in the form of a check, or a deposit to the MERS Health Care Savings Program (HCSP). Employees retiring from employment shall receive the balance of their old sick bank hour's payable at their current rate of pay in the form of either a check, a payment to the MERS (HCSP) or a combination of the two.
- F. In the event of illness, an employee must utilize their available sick, vacation, and personal time before going off the payroll.
- G. 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 reasons and length of time requested. It shall not, however, be for a period in excess of ninety (90) days. Vacations, holidays and sick leave shall not accumulate during such leave of absence. In order to maintain insurance benefits, the employee shall submit in advance the required premiums.

Section 8.3: Bereavement Leave.

- A. In the case of death in the employee's immediate family, the employee shall be granted leave up to five (5) days with pay. Employee's immediate family will be defined as current spouse, parents, children, and stepchildren living in the employee's household.
- B. In the case of death of the employee's current father-in-law, current mother-in-law, grandparents, spouse's grandparents, employee's sisters, employee's brothers, or relative living in the employee's household, up to three (3) days shall 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 may be granted.

VACATIONS

Section 9.1: Vacation Definition. A week is five (5) working days (based on hours worked in a regular shift), 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 and twenty (120) hours of vacation without loss of pay.
- D. Employees, who have completed twelve (12) years of service, shall be granted one hundred and sixty (160) hours of vacation without loss of pay.
- E. Employees, who have completed sixteen (16) years of service, shall be granted one hundred and sixty eight (168) hours of vacation without loss of pay.
- F. Employees, who have completed seventeen (17) years of service on their anniversary date, shall be granted one hundred and seventy six (176) hours of vacation without loss of pay.
- G. Employees, who have completed eighteen (18) years of services on their anniversary date, shall be granted one hundred eighty four (184) hours of vacation without loss of pay.

- H. Employees, who have completed nineteen (19) years of service on their anniversary date, shall be granted one hundred ninety two (192) hours of vacation without loss of pay.
- I. Employees, who have completed twenty (20) years of service on their anniversary date, shall be granted two hundred (200) hours of vacation without loss of pay.
- J. Employees shall be paid for all accrued vacation upon termination of employment on a pro-rated monthly basis.
- K. 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 request 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 may be granted on availability and on a first come first serve basis.

HOLIDAYS

Section 10.1: Paid Holidays.

- A. The following days shall be observed as paid holidays. Employees required to work twelve hour (12) shifts on any of the below named holidays shall be paid at their regular rate of pay for twelve hours (12) and at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for eight hours (8) of pay for the holiday. Employees not scheduled to work shall be paid eight hours (8) of 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
Christmas Eve (Dec. 24)	Day after Thanksgiving
Christmas Day	New Years Eve (Dec. 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, subject to the approval of 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 (½) to be deducted from sick leave, subject to the approval of the Sheriff.
- C. Subject to the approval of the Sheriff, one (1) officer shall be allowed two (2) days per year for the purpose of attending the State Convention of F.O.P., provided he is an elected delegate to the State Convention of the F.O.P.

Section 10.2: Holiday Qualification. In order to qualify for holiday pay or the premium rate for work performed on a holiday, the employee must work all the hours he was scheduled to work his last scheduled work day before the holiday and all the hours he was scheduled to work his next scheduled work day following the holiday, unless on approved sick leave. 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.

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 (PPO coverage is not available) 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.. Effective January 1, 2011, the Employer will offer PPO Plan 012 (BC/BS Flexible Blue Plan 2 as the base Health Care Plan including dental with orthodontics and the vision 24/24/24 plan). At the employees option, and expense, they may upgrade their insurance coverage to the Community Blue PPO Plan 011 (BC/BS Flexible Blue Plan 2, including dental with orthodontics and the vision 12/12/12 plan). The election may be made annually. Employees shall contribute 8% of the monthly health insurance premium, 8% of the dental premium and 50% of the vision premium. The premiums will be adjusted annually.
- B. 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 a two-person or family. The Employer will front load their contribution to the

Employee's HSA at the beginning of the calendar year each year thereafter for the length of the bargaining agreement. 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 regulation.

C. Health Insurance Opt Out:

1. 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.
2. In the event four (4) or more employees within the bargaining unit representing POLC opt out of the employer provided health insurance, the monthly stipend shall increase to \$400.00 per month and shall remain at that level so long as four (4) employees remain off of employer provided insurance. 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, HCSP or the 457 plan.
3. An employee whose spouse has health insurance available through the spouse's employer and who does not choose to opt out of the Van Buren County provided health insurance may enroll in the County's health insurance policy as a single subscriber only and will receive a monthly stipend of \$225.00. The stipend may be used in taxable cash, HCSP 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% - 2011, 8% - 2012, to the monthly premium. 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 can contribute to a limited purpose HRA account to be used for eligible dental and vision expenses only up to \$2,000.

F. All eligible future retirees hired before January 1, 1992 and retiring after January 1, 2011 shall be entitled to participate in health, dental and vision benefits at the same levels and with the same HSA contributions, by the employer and the same premium contributions by retirees as current employees subject to the following limitations:

- When the retiree becomes Medicare eligible, the retiree and the retiree's spouse must move to the basic level plan available to the then current retirees which will be provided by the County subject to the ongoing retiree/spouse contributions. The retiree and spouse must move to the complimentary/supplemental Medicare Plan as each becomes eligible. The "basic level plan" shall be the Community Blue PPO-09 (attached) or a substantially comparable plan subject to any negotiated changes to the current coverage with current employees including changes to co-pays, deductibles, coverage, coinsurance and premium contributions.
 - When the retiree becomes Medicare eligible dental and vision coverage will be discontinued for the retiree and his/her spouse.
- G. 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.
- H. 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.
- I. The Employer shall provide, at no cost to the employee, fifteen thousand dollars (\$15,000) in death benefits with a double indemnity provision.
- J. The Employer shall pay for and provide false arrest insurance.

Section 11.2: Disability

- 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. Employer shall pay sixty-seven (67) percent 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. The employee shall continue to receive all benefits provided under the Collective Bargaining Agreement while supplementing.
- D. Health insurance will be maintained for no more than a period of one (1) years while receiving the Disability 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 shall be covered by applicable workers compensation laws.
- B. An employee sustaining an occupation injury shall be paid the difference between compensation and his 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.
 - 1. MERS Benefit C2 (B-1), V-10, FAC-5, 5.0% member contribution, F55 (25 years), All prior years of County service;

HOURS OF WORK

Section 12.1: Work Schedule. Depending on the employee's assignment, the workday shall be eight (8), ten (10), or twelve (12) hours per day inclusive of a paid lunch. The Employer reserves the right to adjust an employee's work hours to accommodate training. The Employer will endeavor to provide adequate notice to the Employee of the change in work hours.

Section 12.2: Court Time. Employees, who are called in to appear in Court on off-duty hours, 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. This 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 hourly 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 a half (1 ½) on his/her regular rate as defined herein for all hours performed beyond eight (8), ten (10), or twelve (12) hours (depending upon the Employee's assignment) 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 therefore, works in excess of eight (8), ten (10), or twelve (12) hours per day.

FTO: An employee who works an entire four (4) week, twenty (20) working day cycle as a FTO, without any time off, will receive eight (8) hours of time off with pay, which must be used during the next pay period. The eight (8) hours of time off will be scheduled by the Sheriff or his designee.

Section 12.4: Pass Day/Shift Preference. Pass Day/Shift bidding shall be determined by the following:

- A. Employees who are members of the bargaining unit prior to July 1, 1993 shall maintain bidding seniority based on department wide seniority.
- B. Employees hired and/or promoted to the supervisors unit after July 1, 1993 shall bid for pass day/shift preference by time in grade by division first and department wide seniority second in cases of promotions on the same date.
- C. The Sheriff will implement pass day/shift preference on a quarterly basis, i.e., every three months, based upon the above pass day/shift bidding seniority outline. Employees will be required to make their preference known at least one (1) month before the beginning of the quarter pursuant to a seniority list which the Sheriff shall post at least six weeks before the beginning quarter.
- D. The Sheriff shall inform the employees of their pass days/shift at least one (1) week before the new quarter is to begin.
- E. Employees failing to register a pass day/shift preference during the two (2) week window period shall forfeit all seniority rights regarding pass days/shift assignments for the quarter.
- F. 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.

- G. The Sheriff retains the rights, 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 employees to shifts based upon the need to train new employees or train other employees in the new job skills provided the less senior employee will always be the one temporarily transferred unless the more senior employee agree to a temporary transfer.
- H. The Sheriff retains the right, as has been his past practice, to determine what pass days are available for bidding.
- I. Shift rotation for employees working twelve hour (12) shifts will be April 1st through October 1st, and October 1st through April 1st.

WAGES

Section 13.1: Wages. Employees under this Agreement shall be paid in accordance with the annual rates set forth in Appendix A, attached hereto and made part hereof.

Section 13.2. Direct Deposit. All employees will be paid bi-weekly and will be required to have their wages Direct Deposited into a financial institution of their choice. The employee will continue to receive a check stub containing all pertinent information regarding their wages and benefits accruals. All funds will be guaranteed to be available by 9:00 a.m. on the regular scheduled payday.

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.

Section 14.3: Plainclothes Reimbursement. The employer agrees to increase the plainclothes clothing reimbursement to \$500.00 per year and include in the collective bargaining agreement. It is understood that this is a "reimbursement" program, not a clothing allowance.

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 sick leave, workers compensation supplements or vacation shall be considered as actively employed. For all employees hired on or after January 1, 1992, the provision on longevity shall not apply.

MISCELLANEOUS

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

Section 16.2: Legal Assistance. The Employer will provide to the employee 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. Employees, who are assigned for schooling or training by the Sheriff, will be paid at their straight time rate.
- 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. Bargaining unit members called for dive assignments shall be paid at their regular rate of pay. In addition divers shall receive time and one-half of their regular rate of pay for time spent in the water. The Department is required to pay for not more than one (1) practice dive per year.
- E. The Employer shall provide all present and future employees of this unit with a copy of this Agreement.
- F. Should the Sheriff create a Department Rules and Regulations Manual, each employee shall be issued a copy.

Section 16.6: Policy and Procedures. The Employer reserves the right to establish reasonable departmental rules, regulations, policies and procedures not inconsistent with the provisions 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 Labor council 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 an employee, except for just cause.
- B. An employee, upon request, shall be entitled to representation by a Labor council 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 disciplinary suspension or discharge of such employee.
- C. An employee, who has been discharged, may consult with his Labor Council 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 Labor Council shall be given a copy of such suspension or discharge notices.

- E. An employee shall be entitled to personnel information in accordance with Act. 397, P.A. 1978, as amended.
- F. The Employer will not take into account any prior infractions more than two (2) years old in imposing discipline, except where the infraction resulted in a suspension or demotion, in which case these major infractions shall be kept for up to four (4) years, consistent with the provision of the Bullard-Plawecki Act.

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 provision 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

DURATION AND TERMINATION

Section 17.1: Duration and Termination. This Agreement shall continue in full force and effect without change until midnight, December 31, 2012. 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, 2012. If neither party shall give notice to terminate or modify this Agreement as herein provided, this Agreement shall continue in effect from January 1, 2011 through December 31, 2012, subject to termination by either party on sixty (60) days written notice prior to December 31st of the subsequent year.

Section 17.2: Non-Discrimination: The parties to this Agreement shall not discriminate on the basis of race, age, sex, marital status, religion, creed, national origin, or handicap, as prohibited by law.

Section 17.3: Jury Duty:

- A. An employee shall be entitled to leave with pay for jury service, less any jury service fees paid, if he is unable to be excused or to have any such service scheduled at a time which does not conflict with the discharge of his scheduled employment duties. The employee shall return to his duties whenever his attendance in court is not actually required.
- B. When an employee receives pay for jury services, he will immediately turn over said pay to the Sheriff prior to regular pay being authorized for a day or days of service.
- C. If an employee receives a separate check for mileage, the employee will be entitled to keep said mileage reimbursement.

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

POLICE OFFICERS LABOR COUNCIL

W.K. POLE
3/7/11
3-7-11

COUNTY OF VAN BUREN

Paul D. Antler
3/7/11

DATE: _____

DATE: 02-22-11

**APPENDIX A
POLC COMMAND UNIT
2011**

	SERGEANT Hourly	LIEUTENANT Hourly
2011	\$26.36	\$28.28
2012	\$26.62	\$28.56

Employees will receive a 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. 2011 wage increase shall be retroactive to January 1, 2011.

The following Supervisory Premium Pay shall be paid quarterly:

**\$400.00 per year for Afternoon supervisors
\$500.00 per year for Night supervisors**

NOTE:

**Sergeants will be paid a minimum 9% differential from the highest paid Deputy.
Lieutenants will be paid a minimum 17% differential from the highest paid Deputy.
All wage increases will be provided in the first pay period of each year.**

L04/02.22.2011

VAN BUREN COUNTY BOARD OF COMMISSIONERS

RESOLUTION MOTION REPORT OF LABOR CONTRACTS & NEGOTIATIONS COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the Van Buren County Board of Commissioners approves the Sheriff's Department Command Unit Bargaining agreements with POLC subject to review by personnel and labor counsel for any typographical and clerical omissions from the contracts.

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners hereby authorizes the Board Chairman to execute the bargaining agreement with the POLC as presented.

Signed:

Mike Toth

Donald A. Hanson

Phil Godfrey

Susan Hammond

Date: February 22, 2011

FOR CLERK'S USE ONLY

MOTION BY: Toth
 SECONDED BY: Hanson

CARRIED
 NOT CARRIED