

**SIGNATURE COPY
09/14/2010**

AGREEMENT

BETWEEN

**ST. JOSEPH COUNTY BOARD OF COMMISSIONERS
and
SHERIFF OF ST. JOSEPH COUNTY**

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Effective January 1, 2010 through December 31, 2012

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AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2010, by and between the ST. JOSEPH COUNTY BOARD OF COMMISSIONERS and the SHERIFF OF ST. JOSEPH COUNTY, BRADLEY D BALK, hereinafter referred to as the "Employer" and COMMAND OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as the "Union."

W I T N E S S E T H:

PURPOSE

The purpose of this Agreement includes the promotion of harmonious relations between the Employer, its employees, and the Union, the establishment of equitable and peaceful procedures for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

The parties subscribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation as required by law.

The Employer and the Union agree to implement to fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I RECOGNITION

1.1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the parties hereto have engaged in collective bargaining with respect to the wages, hours of work, and other conditions of employment for the employees occupying, or who may during the life of this Agreement occupy, the job classifications that follow: All full time and regularly scheduled part-time Sergeants and Detective Sergeants. The following job classifications are excluded from this Agreement: Sheriff, Undersheriff, Captains, Lieutenants, Deputies, Detectives, Marine Patrol employees, Posse members, Reserves, Dive Rescue employees, Corrections Sergeants, Corporals, Correction Officers, Temporary, Casuals and all other employees employed by the St. Joseph County Sheriff's Department.

1.2. The Employer agrees that during the life of this Agreement, it will not recognize any organization other than the Union as the collective bargaining agent for the employees occupying, or who may during the life of this Agreement occupy, any of the job classifications outlined in Section 1.1.

ARTICLE II UNION SECURITY

2.1. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters.

2.2. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit not only for members in the Union.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement

2.3. The Employer agrees to deduct Union dues or Union representation fees from employees' paychecks to become effective the first payday of the month, following the employee's successful completion of sixty (60) days of employment. The Union dues or representation fees shall be sent to the Union's designated officer.

The Employer also agrees to deduct from an employee's paycheck the initiation fee of the Union, for those employees joining the Union, which is payable only once when a new hire completes sixty (60) days of employment.

2.4. The Employer agrees to deduct from the wages of each individual employee in the bargaining unit who becomes a Union member, the Union's dues and initiation fee, subject to all of the following conditions:

- (A) The Union shall obtain from each of its members a completed and signed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.

- (B) All checkoff authorization forms shall be filed with the Finance Department, which may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no checkoff shall be made until such deficiency is corrected.
- (C) All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a representation fee, after receipt by the Employer of a signed authorization card conforming to state and federal laws, and which sum shall accurately represent the amount for that employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.
- (D) The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.
- (E) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Finance Department within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.
- (F) The Union shall provide at least thirty (30) days' written notice to the Finance Department of the amount of Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Finance Department at least thirty (30) days prior to its implementation.

2.5. Continued Employment. The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or representation fee within thirty (30) days after that notice is received, the Union shall notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate that employee.

2.6. Hold Harmless and Indemnification. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this Article or the termination of an employee as

provided hereunder. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE III MANAGEMENT RIGHTS

The Employer hereby retains and reserves to itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including by way of illustration, but without limiting the generality of the foregoing, the following rights: the management and administrative control of the Sheriff's Department, its properties and facilities and the work related activities of its employees; to determine employees' qualifications and the work related activities of its employees; to hire all employees, to determine their qualifications, and the requirements for their continued employment, or their termination, dismissal; and to promote and transfer all employees; to schedule overtime; to determine schedules of working hours and days; to determine assignments and layoffs; to determine the duties, responsibilities, assignments and other terms and conditions of employment of all of its employees; to determine the qualifications of employees, including physical and/or psychological qualifications; to determine functions, authority, amount of supervision and table of organization; to determine the policy affected selection, testing, recruitment, training or hiring of employees; to determine or modify the responsibilities invested within a position; and to transfer or reduce personnel and to subcontract as authorized hereunder. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, reasonable rules, reasonable regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformity with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the applicable Michigan Laws or any other national, state, county, district or local laws or regulations as they pertain to the Sheriff. In general, all rights except such as specifically abridged or relinquished herein are reserved to the Employer. The Union may grieve a new rule or new regulation as to whether or not it has been reasonably enforced.

ARTICLE IV EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization or any individual employees during the life of this Agreement with respect

to the employees covered by this Agreement relative to a subject matter which is a proper subject for collective bargaining unless reduced to a written Letter of Understanding signed by the Union, Sheriff and County Board of Commissioners.

ARTICLE V SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered in this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the bargaining unit will be subcontracted in whole or in part to any non-department employees if it would cause a layoff of any of the present employees of the bargaining unit at the date of this Contract.

ARTICLE VI STEWARDS AND ALTERNATE STEWARDS

6.1. Members of the Union shall select a Steward who is a regular employee to represent them. Members of the Union may also select an alternate Steward who is a regular employee to represent them in the absence of the Steward.

6.2. The Steward, or the alternate in the Steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may present grievances to the Employer, provided the Steward obtains approval from his/her Supervisor prior to presentation of any grievance. The Sheriff may require the Steward to present grievances during non-working hours if the work force cannot properly be maintained.

The privilege of the Steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper presentation of grievances and will not be abused. The Steward and alternate Steward may be required to record time spent. All such Stewards will perform their regular assigned work at all times except when necessary to leave their work to present grievances as provided herein. The bargaining unit shall notify the Employer of the names of all the Stewards and alternates.

6.3. The Employer agrees to recognize a negotiating committee of not more than three (3) employees in the bargaining unit, one of whom shall be the steward, plus a non-bargaining unit representative of the Union's choosing. No negotiating member shall function as such until the Employer has been so advised as provided in section 6.4.

All meetings between the Employer and the negotiating committee shall be at times mutually agreeable to the parties. When any meetings occur during a negotiating committee member's scheduled work time the Employer shall not pay more than one (1) negotiating committee member per session for his/her actual time lost.

6.4. The Union will furnish the Employer with the names of authorized representatives and members of its committee who are employed with the bargaining unit and such changes that may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representative of the Union with which it may be dealing.

ARTICLE VII DISCIPLINE AND DISCHARGE

7.1. The Employer shall not discharge or suspend any non-probationary employee without just cause. The Employer and the Union mutually agree in the concept of progressive discipline in respect to discharge and suspension where appropriate. Disciplinary warning notices shall not be used in subsequent disciplinary actions after eighteen (18) months from the date of said warning notice. Discharge must be by proper written notice to the employee and the Union and the Employer shall cite specific charges against the employee.

7.2. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his Steward if readily available and the Employer will make available an area where he may do so before he is required to leave the property of the Employer, unless circumstances warrant the immediate removal of the employee from Employer premises. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the Steward.

7.3. Should the discharged or suspended employee and the Steward consider the discharge or suspension to be improper, a grievance may be presented in writing through the Steward to the Sheriff within three (3) regularly scheduled working days of the discharge or suspension pursuant to Step 2 of the grievance procedure.

ARTICLE VIII GRIEVANCE PROCEDURE

8.1. A grievance shall be defined as any dispute regarding the interpretation, application or alleged violation of the terms and provisions of this Agreement.

8.2. All grievances, disputes or complaints arising under and during the life of this Agreement shall be settled in accordance with the procedure herein provided.

Step 1: The Steward and/or the employee may discuss the grievance with the Undersheriff, and in his absence the Captain. If the grievance is not resolved in this manner, it shall be reduced to writing by the Union within five (5) working days after the employee becomes aware or should have known of the occurrence of the event upon which the grievance is based and (1) state the facts giving rise to this grievance; (2) shall identify all of the provisions of this Agreement alleged to be violated by appropriate reference; (3) shall state the contention of the Union with respect to those provisions; (4) shall state the total relief requested; and (5) shall be signed by the grievant and the Steward. The supervisor shall answer said grievance within five (5) working days after receipt of same. Any grievance not complying with the above shall not be valid.

Step 2. If the grievance is not settled in Step 1, the Union may, within five (5) days after the supervisor's answer, request a meeting between Union representatives and the Sheriff and/or his representative to review the matter. Such meetings will be held within ten (10) working days after the date of written request and the Employer will render its decision within seven (7) working days thereafter.

Step 3. In the event the Union wishes to carry the matter further, it shall, within fifteen (15) calendar days from the date of the Employer's answer to Step 2 request to meet with the County Administrator or his/her designee for the purpose of attempting to resolve the dispute. The Administrator or his/her designee shall answer said grievance within five (5) working days after the meeting. If the dispute remains unsettled, and the Union wishes to carry the matter further, the Union shall file a Demand for Arbitration with the Federal Mediation and Conciliation Service within thirty (30) calendar days, after the Employer's Step 3 response.

8.3. This submission is to be made within thirty (30) calendar days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its voluntary rules and regulations then pertaining, within the time specified above and such rules shall govern the arbitration.

The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the arbitrator and that the cost of any arbitration proceeding under this provision shall be borne equally

between the parties but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the party incurring them.

8.4. For purposes of this Agreement, "working day" shall be defined as Monday through Friday; Saturdays, Sundays and holidays shall not be considered working days. Time limits of the grievance procedure may be extended in writing by mutual agreement of the Employer and the Union.

8.5. If at any step of the grievance procedure the employee is given a response by the Employer and fails to take the grievance to the next step, the grievance shall be deemed settled by the Employer's last answer.

If a grievance which has not been settled at any step of the grievance procedure is not appealed by the Union to the next succeeding step within the time limit provided for such appeal, or extension in writing, such grievance shall be considered as having been withdrawn by the Union. If a grievance is not answered by the Employer within the time limits specified for such answer at any step of the grievance procedure, such grievance shall automatically be advanced to the next step.

8.6. Grievances involving discharge or discipline shall be processed from Step 2 of the grievance procedure.

8.7. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. In the event that an Unfair Labor Practice (ULP) is filed by the Union and MERC determines it does not have jurisdiction and remands the matter back for arbitration, the above prohibition shall not apply.

ARTICLE IX SPECIAL CONFERENCES

9.1. Special conferences for important matters, not grievances or continuing negotiations, may be arranged between the Union and the Employer or its designated representative upon the request of either party.

9.2. Such meetings shall be between not more than two (2) representatives of the Employer and not more than two (2) representatives of the Local Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences may be held between the hours of 9:00 a.m. and 4:00 p.m. and limited to one (1) hour duration. The members of the Union shall not lose pay for time lost in such special conferences, if normally scheduled to work. There shall not be more than one special conference per month.

9.3. Special conferences if agreed to shall be scheduled within ten (10) calendar days after the request is made unless otherwise agreed.

ARTICLE X SENIORITY

10.1.

- (A) Seniority is defined as continuous length of service with the Sheriff Department from the date of hire.
- (B) Classification seniority shall be the length of service in a specific classification covered by this Agreement.
- (C) All full-time employees shall be considered probationary employees until the employee has completed twelve (12) months of work. During the probationary period, the Employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason, or for no reason and is an employee at will. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work for any reason, his/her probationary period shall be extended by a period equal to the duration of such absence.
- (D) Part-time employees shall be considered probationary employees until the employee has completed 2,080 hours of work, subject to the provisions in Section C above.

10.2. Seniority shall not be affected by the race, color, creed, age, sex, or marital status of the employee.

10.3. An employee shall lose his seniority and employment for the following reasons only:

- (A) He quits, retires or receives a pension in accordance with the provisions of the pension program offered for the St. Joseph County Sheriff's Department.
- (B) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (C) He is absent for two (2) consecutive working days without properly notifying the Employer. After such unreported absence, the Employer will send written notification to the employee by certified mail or hand delivered notification to the employee at his last known address that because of his unreported absence, he is considered to have resigned (voluntary quit) and is no longer in the employ of St. Joseph County. In proper cases, exceptions shall be made upon the employee producing proof of his inability to give such notice due to circumstances beyond his control.
- (D) If he does not notify the Employer, within three (3) days after certified written notification is received by the employee, or the return is received by the Employer, or hand delivered notification to the employee is made, to return to work after layoff, as to the date when he will return, which must be within seven (7) calendar days after the delivery of such notice to his last known address on file with the employer. Exceptions may be made by the Sheriff upon the employee producing proof of his inability to return as required.
- (E) Return from sick leave and leaves of absence will be treated the same as in (C) above.
- (F) If he is laid off during the term of this Agreement for a continuous period equivalent to his seniority, or two (2) years, whichever is less.
- (G) Employees who are promoted to a position outside of the bargaining unit shall continue to accumulate seniority for a period of six (6) months. After six (6) months, any and all seniority accumulated will be frozen for purposes of this bargaining unit.
- (H) He/she is convicted or pleads guilty or no contest to a felony. Nothing shall preclude the Sheriff from taking appropriate disciplinary action for conviction, pleading guilty or no contest to a misdemeanor.

- (l) He/she intentionally falsifies his/her employment record.

10.4. An employee may request to voluntarily return to the bargaining unit in line with his seniority for the first six (6) months after accepting assignment to a supervisory position within the Sheriff's Department. Thereafter, such a request may be granted only if there is a currently available bargaining unit position.

10.5. If an employee is required to work in a higher classification for eight (8) consecutive hours within the bargaining unit, he or she shall receive the higher rate of pay upon meeting the job requirements. The Sheriff shall utilize his discretion in requiring employees to work in different classifications.

ARTICLE XI LAYOFF AND RECALL

11.1.

- (A) Layoffs shall be determined by the Board of Commissioners. When there is such a reduction in the work force, the following procedure shall be followed: Temporary, part-time and then probationary employees in the classification affected by the layoff (see Recognition Section 1.1 for classifications) shall be laid off first, and then employees with the least seniority in the affected classification, which shall be seniority classification, shall be laid off, provided the employees with seniority retained have the present ability, skills, and qualifications to perform the available work.
- (B) Bumping. In lieu of layoff, affected non-probationary employees may exercise bumping rights to a lower paid classification under the following conditions:
 - 1. The employee bumping must have more departmental seniority than the employee being bumped.
 - 2. The employee bumping has the present ability, skills, and qualifications for the position.
 - 3. Exercise the bumping privilege within three (3) days of being notified of a layoff.
 - 4. An employee bumping shall be paid at his current step at the lower paid classification rate.

5. There shall be no bumping between the corrections and law enforcement divisions.
6. Bargaining unit members who are placed on layoff may bump into a position in the POAM law enforcement unit.

11.2. Employees to be laid off will have at least ten (10) calendar days' notice of layoff. The Steward shall be sent a list from the Employer of the employees being laid off on the same date the notices are issued to the employee.

- (A) When the work force is to be increased after a layoff, employees shall be recalled according to seniority within classification (including those who exercised their bumping privilege under 11.1[B]) in reverse order of layoff, provided the employees recalled have the present ability, skills, and qualifications to perform the available work.
- (B) Notice of recall will be by certified mail to the employee's address on file with the Employer, or hand delivered to the employee.

ARTICLE XII WAGES

12.1. The job classifications and the wage ranges therefor, are set forth in Appendix A attached hereto and by reference made a part hereof.

ARTICLE XIII HOURS OF WORK AND PREMIUM PAY

- 13.1.
- (A) The normal work period consists of one hundred sixty (160) hours worked within a twenty-eight (28) consecutive day period.
 - (B)
 - (1) The normal work day consists of either twelve (12) or eight (8) hours inclusive of a paid meal period.
 - (2) Shifts shall continue to be filled pursuant to Section 14.1 of the Collective Bargaining Agreement.

- (3) The schedule for Sergeants shall be operated on a fourteen (14) day repeatable schedule that will repeat over the course of a sixteen (16) week schedule period.
 - (4) Work schedules shall be prepared and posted for a period of thirty (30) days prior to effective date.
 - (5) Work schedules may be changed when the staffing needs of the Department so require.
- (C)
- (1) The Sheriff retains the right to utilize shifts consisting of eight (8) or twelve (12) hours or any combination thereof at any time pursuant to Article III, Management Rights.
 - (2) The hours of work shall be determined by the Sheriff.
 - (3) The Sheriff retains the right to return to eight (8) hour shifts upon fourteen (14) calendar days' written notice to the Union.
- (D) Employees are allowed two (2) fifteen (15) minute breaks per day which are to be taken to allow for the continuous operation of the Department.
- (1) However, breaks not taken shall not accumulate and cannot be used to shorten the employee's work shift.

13.2 Overtime.

- (A) Time and one-half (1-1/2) will be granted for those working eight (8) hour shifts under any of the following conditions:
- (1) Daily – All work performed in excess of eight (8) hours in any twenty-four (24) hour period, excepting overtime created due to shift selection by an employee. Example: No overtime for changes in midnight shift if the employee works sixteen (16) straight hours.
 - (2) Periodically – All work performed in excess of one hundred sixty (160) hours in any twenty-eight (28) day pay period.
 - (3) No compensatory time may be accumulated and all overtime shall be paid as provided in (1) and (2) above.
- (B) Overtime for twelve (12) hour shifts shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly base rate of pay for work

performed in excess of twelve (12) regular shift hours in any twenty-four (24) hour period and in excess of eighty (80) hours in any scheduled bi-weekly pay period. There shall be no compounding of premium pay as a result of this scheduling change.

13.3. Off-Duty Subpoenas. Employees of the bargaining unit who may be subpoenaed to appear in any court or administrative hearings on criminal matters directly related to their employment on behalf of the Employer on days off or other authorized off-duty time will be paid time and one-half (1-1/2) at the minimum of two (2) hours for their set appearance in lieu of any witness fees.

13.4. Call-In Pay. Employees of the bargaining unit will be paid a minimum of two (2) hours when called in to work and may be required by the Sheriff, or his designee to work all of such time. However, employees will be paid for actual number of hours worked when work is contiguous to their scheduled shift.

13.5. No shift premiums shall be paid to employees who work twelve (12) hour schedules. Employees who do not work twelve (12) hour schedules and work between 2:00 p.m. and midnight shall receive an additional twenty cents (\$.20) per hour. Employees who work between midnight and 8:00 a.m. shall receive an additional ten cents (\$.10) per hour.

13.6. Trade Days. Deputies may trade three (3) work days within their classification in the contract for four (4) month schedules. Trading work days shall not be permitted if it will result in overtime. Written permission must be first obtained from the Sheriff or his designee; such permission shall not be unreasonably denied.

ARTICLE XIV PERIODIC SHIFT PREFERENCE

14.1. Upon completion of one (1) year with the St. Joseph County Sheriff's Department, employees shall be eligible for periodic shift preference. Shift preferences shall be exercised once every four (4) months. Seniority in classification of Road Patrol Sergeants shall be the primary basis in the shift assignments in this bargaining unit. Subject to the foregoing, the Sheriff will consider such requests that are presented in writing and shall grant such requests in accordance with classification seniority.

- (A) The Sheriff may change an employee's shift if just and reasonable cause can be shown. The employee shall be advised in writing as to reasons for change. Changes from preference shifts shall not be arbitrary or capricious.

- (B) If and when the Sheriff exercises a change under (A), the least senior employee on the affected shift shall be displaced unless mutually agreed by the Sheriff and affected employees.

14.2. Special shifts consideration may be given those employees who are enrolled in advanced educational classes. Upon completion of the semester, term, or other established educational time period, the shift of such employee given special educational consideration may be changed by the Employer provided that thirty (30) day notice of change in shift is given the employee.

14.3. Shift changes made in accordance with this Article shall be made within fifteen (15) days after the close of the bidding.

14.4. Notwithstanding any contrary provision in this contract, no employee shall be eligible for overtime as a result of a shift change.

ARTICLE XV PROMOTIONS

15.1. The Employer will consider promotions within the bargaining unit of its employees who possess the qualifications for the job under consideration pursuant to the following criteria:

- (A) Eligible employees must have two (2) years of continuous service in the proposed promotional classification covered by the labor contract.
- (B) Employees must have the present ability, skills, and qualifications to perform the work in question.
- (C) Promotion shall be on a competitive basis.
- (D) Seniority, attendance, job evaluation and work performance are also to be considered for promotion.

15.2. All full-time promotional vacancies within the bargaining unit shall be filled by competitive examination using the following criteria:

Written
Examination
34%

Oral
Examination
33%

Seniority, Attendance
and Job Evaluation
33%

15.3. Promotional vacancies will be posted for a period of ten (10) calendar days in a conspicuous place in the work areas of the unit.

15.4. The Employer will not be obligated to consider a request for promotion from an employee unless he submits his request during the posted period.

15.5. In the event that an employee is promoted, the employee shall receive the rate of the new occupational level at the next wage step which will grant him an increase in wage rate.

15.6. The Sheriff shall establish a five (5) member panel to evaluate employees through an oral examination. Each individual employee may delete two (2) members of said panel. The employee will then be examined by the remaining three (3) members of the panel.

15.7. The written test given employees trying for promotions shall be uniform and applicants writing such examinations shall be given the results thereof. The employee tested may review his examination after receipt of the results of said examination.

15.8. The Sheriff shall have the discretion to select from among the top three (3) candidates with the highest scores on a one (1) year promotion list. Promoted employees shall serve a six (6) month probationary period in their new classification. The Employer's decision to return the employee to his/her former work during the period will not be subject to arbitration, however, the reason for such action must be provided to the employee in writing.

ARTICLE XVI VACATIONS

16.1. Full-time employees in the bargaining unit shall be eligible for vacation with pay, and shall accrue and earn this vacation on a monthly pro rata basis in accordance with the following schedule:

13 days/ 104 hours after 1 year
15 days/ 120 hours after 5 years
17 days/ 136 hours after 9 years
20 days/ 160 hours after 14 years
25 days/ 200 hours after 20 years
30 days/ 240 hours after 25 years

Employees will be eligible to take this vacation on the anniversary of their date-of-hire.

16.2. Vacation leave must be utilized by the employee during the 12 month period from anniversary date to anniversary date. Employees may carry over a maximum of five (5) vacation days for use in emergency situations; such use to be approved by the Sheriff.

16.3. Upon termination of employment due to resignation, retirement or dismissal, an employee shall be compensated in wages for all unused vacation leave on a pro-rata basis.

16.4. Vacation pay will be paid at the employee's current rate of pay. Current rate of pay shall include any increase in rate of pay schedule by reason of length of service, or any percentage increase which the employee is entitled to by reason of this Agreement.

16.5. Overall seniority in the Road Patrol Division shall govern the choice of vacation periods made concurrently with the shift selection every four (4) months each calendar year. Requests for vacation leave must be made in writing at least fifteen (15) days prior to the posting of a schedule. Requests submitted after this period shall be processed on first come, first serve basis. All vacation requests are subject to the reasonable scheduling requirements of the St. Joseph County Sheriff Department.

ARTICLE XVII HOLIDAYS

17.1. The following days shall be observed as paid holidays for full time employees:

1. New Year's Day - January 1
2. Martin Luther King Day - 3rd Monday in January
3. Presidents Day - Third Monday in February
4. Memorial Day - Last Monday in May
5. Independence Day - July 4
6. Labor Day - First Monday in September
7. Veterans Day - November 11
8. Thanksgiving - Fourth Thursday in November
9. Friday after Thanksgiving
10. December 24
11. Christmas Day - December 25
12. December 31

17.2.

- (A) Employees working eight (8) hour shifts shall receive time and one-half (1-1/2) their regular hourly base rate for all hours worked in addition to eight (8) hours pay for the holidays listed in Section 17.1. (Example: 8 hours worked on a holiday would be paid as 8 hours x 1.5 = 12 hours plus 8 hours = a total of 20 hours paid at regular hourly base rate.)
- (B) (1) Employees working twelve (12) hour shifts shall receive eight (8) hours of pay at 1-1/2 times their regular hourly base rate, plus their regular hourly base rate for all hours worked. (Example: 12 hours worked on a holiday would be paid as 8 hours x 1.5 = 12 hours plus 12 hours = a total of 24 hours paid at regular hourly base rate.)
- (2) Overtime shall be paid at the regular overtime rate for all hours worked in excess of twelve (12) hours on a holiday.
- (C) Employees shall be paid the holiday extra pay if their shift commences on the date of the actual holiday. (Examples: Employees that start their 12 hour shift at 6 p.m. on July 3rd would receive no holiday extra pay for that shift. Employees that start their shift at 6 p.m. on July 4th and work until 6 a.m. on July 5th, would receive the holiday extra pay of 8 hours at 1-1/2 times their regular hourly base rate plus their regular hourly base rate for 12 hours worked = 24 hours paid at regular hourly base rate.)

17.3.

- (A) An employee not working on a holiday specified above shall be paid for eight (8) hours at his/her current straight time rate of pay (regardless if they are on an 8 hr or 12 hr shift schedule) provided that the employee has worked the employee's scheduled day before and after the holiday or be on an authorized leave with pay (approved in writing by the Sheriff or his designee).
- (B) In the event the employee fails to work as specified or is not on an authorized leave, he/she shall not be paid holiday pay.

17.4. Employees must work their scheduled day before and scheduled day after a holiday or be on authorized leave with pay in order to be paid for the holiday. Authorized leave shall mean approved in writing by the Sheriff or his designee.

17.5. If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be paid for the unworked holiday.

ARTICLE XVIII LEAVE OF ABSENCE

18.1. Employees are eligible for unpaid leaves of absence after one (1) year of service with the Employer. Leaves of absence are for employees who, in addition to their regular sick and vacation time, require time off from their employment.

18.2. Any request for a leave of absence shall be submitted in writing by the employee to the Sheriff. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

18.3. Authorization or denial for a leave of absence request shall be furnished to the employee by the Sheriff in writing and that decision shall be final and binding.

18.4. An employee on an approved leave of absence will retain his or her seniority. However, the seniority of an employee will not accumulate while the employee is on an approved leave of absence beyond three (3) months. Further, no fringe benefits such as, but not limited to, vacation, sick leave, holiday pay, and health insurances shall continue or accrue during any such leave.

18.5. Further extension beyond the return date designated may be granted by the Sheriff upon written request of the employee, and the decision of the Sheriff shall be final and binding.

18.6. Commencing with each calendar year, one (1) representative of the Union shall be allowed up to five (5) scheduled days without pay to be utilized as leaves of absence to allow that representative to attend educational classes or conventions conducted by the Union. Such Union representative shall make written requests for utilization of said time at least fifteen (15) calendar days in advance. Such request may be denied by the Sheriff if staffing requirements cannot be met, or if such leave will result in overtime for another staff person.

18.7. Employees shall be granted a leave of absence with pay when they are required to report for jury duty.

- (A) Employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work and their seniority shall continue. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least one and one-half (1-1/2) hours remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request.

18.8. Employees required either by the County of St. Joseph or any other public agency to appear before court or such agency on any matters related to their work for St. Joseph County which they are personally involved in shall be granted time off with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and their wages for time necessarily spent in such. Employees will be paid for the time spent so appearing after turning over the witness fees to the Employer.

18.9. Employees shall be allowed up to three (3) days off with pay when death occurs in the employee's immediate family. For the purpose of this Agreement, immediate family shall be defined as follows: mother, father, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, grandparents, grandchildren or a member of the employee's household. One day off with pay shall be allowed for the death of a grandparent-in-law. The Parties acknowledge that the relationship of the deceased and/or travel distance may prevent an employee from attending the funeral. However, if the Sheriff believes that the employee was involved in any activity not consistent with this funeral leave, the funeral leave may be denied.

18.10.

- (A) The Employer shall adhere to all mandatory state and federal laws dealing with military leaves of absence.
- (B) Non-probationary employees who are in a branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve or guard pay and their regular pay when they are on full-time duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is permitted under this provision.

18.11. Pregnancy shall be treated the same as any other leave of absence.

18.12. Three (3) days (24 hours) per calendar year (prorated for new employees after the first sixty (60) days of employment) may be used as a personal day in not less than two (2) hour increments upon twenty-four (24) hours prior notice and approval by the Sheriff or his designee. The Employer may waive the notice requirement. Personal leave hours shall not accumulate from year to year and will have no monetary value.

18.13.

- (A) Non-probationary employees, who are on short-term disability, shall be granted a leave of absence up to six (6) consecutive months (inclusive of FMLA).
- (B) In the Sheriff's sole discretion an employee's leave may be extended to a maximum leave of twelve months if the employee submits a treater's written opinion prior to the end of the first 6 months of leave that there is a likelihood that the employee will be able to return to his job within 6 months.
 - (1) The Sheriff may in his discretion consider whether the Employer's doctor concurs with the treater's opinion.

**ARTICLE XIX
SICK LEAVE**

19.1.

- (A) Full time employees will be credited with six (6) sick days (48 hours) each year (prorated for new employees after the first 60 days of employment).
- (B) Unused sick hours will be paid as soon as possible following the end of the calendar year at the employee's straight time rate of pay as of the end of the year provided the employee is employed on December 31st.

19.2.

- (A) An employee eligible for sick leave with pay may use such sick leave upon approval for absence due to exposure to contagious diseases which could be communicated to other employees.
- (B) It may also be used due to illness in the employee's immediate family, which is limited to spouse, children and parents, when the employee's presence is required but only up to a total of five (5) days (40 hours) per year, which may be extended within the discretion of the Sheriff.

19.3. Family and Medical Leave

- a. A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months is eligible for a Family and Medical Leave Act leave for a period not to exceed twelve (12) weeks during a twelve (12) month rolling period, except as otherwise noted below under #5, beginning on the first day of the employee's

leave and ending twelve (12) months later. All Family and Medical Leave Act leaves must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the Employer. A Family and Medical Leave Act leave of absence may be granted in the following cases:

- (1) A serious health condition that makes the employee unable to perform the functions of his/her position;
- (2) In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
- (3) Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter;
- (4) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter; or
- (5) Military Caregiver Leave: A covered employer must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating. The "single 12-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12 month period established by the employer for other types of FMLA leave. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the "single 12-month period." (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered service member.)

- (6) Qualifying Exigency Leave: A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during the normal 12-month period established by the employer for FMLA leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. Under the terms of the statute, military members in the Regular Armed Forces.

Leaves under the Family and Medical Leave Act run concurrently with other related leaves. Employees will be placed on FMLA if the leave fits one of the six eligible situations listed above and the other requirements are satisfied.

- b. The Employer may require employees to exhaust all accrued paid leave prior to an unpaid leave of absence.
- c. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent or for qualifying exigency leave. The aggregate number of work weeks of leave to which both may be entitled may be limited to twenty six (26) workweeks in a "single 12-month period" if the leave is to care for a covered service member with a serious injury or illness.
- d. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.
- e. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent covered service member or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary. FMLA leave may also be taken intermittently for qualifying exigency arising out of the active duty status or call to active duty of a covered military member.

- f. It is the intent of the Employer and Union that this agreement fully comply with the requirements of the Family and Medical Leave Act of 1993 as amended. Complaints may be filed with the Secretary of Labor by contacting the nearest office of the Wage and Hour Division of the Employment Standards Administration, U.S. Department of Labor. The address/telephone number for local offices may usually be found in the telephone directory listings for government offices under U.S. Government Labor. The complaint may be filed in person, by letter or by telephone however, the complaint must be reduced to writing.
1. Continuation of Benefits. An employee on an unpaid FMLA shall not accrue benefits which includes when an employee is drawing sick and accident insurance payments. The only exception to this policy is that the Employer shall continue to pay health insurance premiums for eligible employees employed for at least one (1) year and who have at least 1250 hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved leave of absence under conditions (1), (2), (3), (4) or (6) and up to twenty six (26) weeks under condition (5) listed in Section 19.3.a. above. This twelve (12) week period shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick time (except under conditions (3) or (4) listed in Section 19.3.a. above), vacation time, or approved personal leaves of absence under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid personal leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. Employees may continue insurance coverages at their own expense during approved, unpaid leaves of absence. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.
 2. Reinstatement After Leave. When a leave of absence under conditions (1), (2), (3), (4) and (6) of Section 19.3.a. is granted for more than twelve (12) weeks, or a leave of absence under condition (5) of Section 19.3.a. is granted for more than twenty six (26) weeks, or for more than thirty (30) calendar days for any other reason, the Employer does not guarantee that the employee will be reinstated in his/her former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer.
 3. Notice. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer

with not less than thirty (30) calendar days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) calendar days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition, Military Caregiver Leave or Qualifying Exigency Leave and the leave is foreseeable, the employee:

- a. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;
- b. Shall provide the Employer with not less than thirty (30) calendar days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) calendar days the employee shall provide such notice as is practicable.

4. Certification for medical leaves. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:

- a. The date on which the serious health condition commenced;
- b. The probable duration of the condition;
- c. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
- d. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
- e. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
- f. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;

- g. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
 - h. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
5. Certification for military family leave. For leave taken under the military family leave the employer may require that:
- a. Leave for a qualifying exigency be supported by a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party.
 - b. Leave to care for a covered service member with a serious injury or illness be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member's family.
6. Second opinion. In any case where the Employer has reason to doubt the validity of the certification for leaves outlined in #4 above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.
7. Resolution of conflicting opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider

designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.

8. Subsequent recertification. The Employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

19.4. Sick leave absences for part of a day shall be charged proportionately in an amount not smaller than two (2) hour increments.

19.5.

- (A) If the Employer has reasonable suspicion or if a pattern of abuse appears, the employee may be required to obtain doctor verification of alleged illness or injury by a doctor selected by the Employer. If not covered by the employee's health insurance, the Employer shall pay for the examination only if the doctor determines that the employee was ill and not able to work.

OR

- (B) The Employer can require doctor verification to determine if an employee is able to return to work after being absent for three (3) consecutive days.

OR

- (C) The Employer reserves the right to require an employee, at the Employer's expense, if not covered by the employee's insurance, to take a physical or mental examination (1) if it should appear that said employee is having difficulty performing his/her duties, or (2) on return from any kind of leave of absence. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing at the employee's expense. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all of the parties. The expense of the third party doctor shall be shared equally by the employee and the Employer if not covered by the employee's insurance. On the basis of said examination, the Employer shall take appropriate action.

ARTICLE XX INSURANCES

20.1. Flexible Benefit Plan. The Employer shall offer to all eligible employees the IRS Section 125 flexible benefit plan.

(A) Health Insurance.

- (1) For all full-time employees, the Employer agrees to continue its present or an equivalent hospitalization insurance program with a carrier authorized to do business in the State of Michigan and shall continue to pay the insurance premium cost for the employee, dependent or family coverage, except as otherwise provided under this contract.
 - (a) Effective June 1, 2005, the drug rider was changed to \$10 generic/\$40 brand name.
 - (b) Effective June 1, 2005, the Community Blue Plan was changed as follows:

Increase office call from \$10 to \$20.
Increase chiropractic office call from \$10 to \$20.
Increase wellness coverage from \$250/yr to \$500/yr.
 - (c) Effective January 1, 2011 the Health Plan shall be changed to include: (1) single deductible of \$2,500/year and 2 person and family deductible of \$5,000/year with the employee paying the first \$250 of deductible for single coverage and first \$500 of deductible for 2 person and family coverage and the Employer paying the balance up to \$2,250 for single coverage and \$4,500 for 2 person and family coverage through a third party administrator. (2) Office visit co-pays shall increase from \$20 to \$30 including chiropractic manipulation office visits; (3) emergency room visit co-pay shall increase from \$50 to \$100.
- (2) The following health and dental premium employee contribution schedule shall be implemented:

Effective November 1, 2007 the employees shall pay through pretax payroll deduction each pay period as follows:

Single coverage	12% of annual premium cost
Two Person coverage	12% of annual premium cost
Family coverage	12% of annual premium cost

Effective January 1, 2011, the employees shall pay through pretax payroll deduction each pay period as follows:

Single coverage	14% of annual premium cost
Two Person coverage	14% of annual premium cost
Family coverage	14% of annual premium cost

- (3) Double Health Insurance Coverage. Employees who have a spouse working in any County Department shall not be eligible for health insurance and shall receive Two Thousand Dollars (\$2,000.00) per year on a pro rata basis in lieu thereof, payable equally over each pay period.

Effective November 19, 2002, opt out payments will no longer be available for new occurrences of both spouses working for St. Joseph County (such as a result of marriage of two employees or employment of spouse).

- (4) An employee who has health insurance available from another source shall have the option to receive Two Thousand Dollars (\$2,000.00) pro rata payable equally over each pay period, in lieu of health insurance, provided they sign an Employer provided waiver. Effective May 17, 2005, the employee opt out amount was increased to Three Thousand Dollars (\$3,000.00).

- (B) Life Insurance. During the term of this Agreement, the amount of A.D.&D. life insurance provided by the Employer shall be Twenty Thousand Dollars (\$20,000.00).
- (C) Dental Insurance. The Employer will supply a 50/50 co-pay dental plan and pay the cost of the premium except as noted under (A) above.

20.2. Disability Insurance.

- (A) All full-time employees will be covered by disability insurance (after the first sixty (60) days of employment), the terms of which are as follows: The Employer will provide a short-term disability policy starting on the seventh (7th) day of disability as a result of illness or accident and payable for up to a maximum of 52 weeks. Benefit amount of 66.67% of weekly wage to a maximum of \$700.
- (B) The Employer will provide a long-term disability policy starting after the end of the short-term disability policy and payable during the duration of the disability or until other disability benefits (i.e. social security) and/or retirement benefits are received by the employee. Benefit amount of 60% of weekly wage up to a monthly maximum of \$5,000.

**ARTICLE XXI
PENSION**

21.1. The Employer agrees to provide the MERS B-4 pension plan as provided below. Employees with twenty-five (25) years of service shall be allowed to retire with unreduced benefits at any age.

- (A) The employees shall pay, through payroll deduction, on a monthly basis, any retirement costs exceeding 11%. All monies contributed by the Employer to MERS shall be credited as Employer contributions and will not be refundable to an employee.

The Employer's total contribution to the pension plan (B-4, FAC-3 and E-2) shall not exceed 11% and additional costs, if any, shall be borne by the employees and paid through payroll deduction on a bi-weekly basis. Contributions shall be based on the current amortization as of November, 1997.

- (B) During the life of this contract, employees of the command division, law enforcement division, corrections sergeants division, and corrections division shall be included in the same pension plan group.
- (C) The employee and Employer will continue to make pension contributions while the employee is on FMLA leave and drawing wages either from accrued paid leave or STD for up to twelve (12) weeks. For each party, pension contributions shall be calculated as follows: gross earnings received by the employee x the applicable percentage contribution = amount to remit to MERS. The employee shall remit to the Finance

Department his/her contribution immediately upon receipt of STD payment.

ARTICLE XXII EQUIPMENT, ACCIDENTS AND REPORTS

22.1. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

22.2. The Employer shall not require a member of this bargaining unit to use, operate or carry any equipment that is in disrepair, that malfunctions, or is unsafe or in such disrepair, malfunction or unsafe status it would impair or endanger the employee in his assigned duties.

22.3. Any employee involved in any accident shall immediately report said accident and any physical injuries incurred to his immediate supervisor. When required by his Employer, the employee, before starting his next shift, shall make out an accident report, in writing, on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

22.4. The employee shall immediately report all defects in equipment or vehicles. Said report shall be made on a suitable form furnished by the Employer and shall be made in multi-copies; one copy to be retained by the employee.

22.5. When the occasion arises when an employee gives written reports on forms in use by the Employer of a vehicle being in unsafe operating condition for the assigned activity, and receives no consideration from the Employer, he shall take up the matter with the Union Steward, who will take up the matter with the Sheriff or his designated representative.

ARTICLE XXIII GENERAL

23.1. It is agreed by the parties of this Agreement, that the Employer shall provide to the employee, when practicable, such legal assistance as shall be required or needed as a result of good faith acts occurring when and while said employee is in the performance of his lawful police duties and responsibilities. This section shall only apply to civil litigation.

23.2. There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written Agreements referred to in this Agreement. No further agreement shall be binding upon either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union.

23.3. Proper equipment shall be made available to all employees on duty any normal eight (8) hour tour of duty.

23.4. The parties agree that records of service shall be kept in the employee's Personnel file and citations may at the sole discretion of the Sheriff be awarded in instances of meritorious performance, above and beyond the call of duty. The employee, shall upon request and in the presence of the Employer, have access to his Personnel file.

23.5. The Employer shall make a firing range and ammunition available to the employees authorized by the Sheriff to carry a weapon for target shooting and the employees shall qualify with their weapon(s) a minimum of twice annually on a combat course. The Employer shall furnish 50 rounds of practice ammunition each month for those employees requesting them. Employees failing to qualify shall be disciplined per the Sheriff's rules and regulations.

23.6. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Steward of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

23.7. The Employer shall pay the tuition, expenses and provide proper transportation or pay for mileage for training sessions provided by the Employer outside of normal working hours.

Whenever an employee is requested by the Employer to use his own personal vehicle in the line of duty and on the business of the Employer, he shall be accorded mileage at the current IRS rate and any changes shall be effective when published by the IRS and not made retroactive.

23.8. An employee required by the Sheriff to attend special training schools benefitting both the County and the employee shall be remunerated at their regular rate of pay. This section does not apply to a certified police academy.

23.9. Duty Related Injuries. An employee injured in the performance of his duties while acting on behalf of the St. Joseph County Sheriff's Department, and is

required to leave the job by medical authority and is receiving Worker's Compensation payments shall continue to receive fringe benefits and compensation equal to his/her normal base pay for the period of such incapacity up to a maximum of one (1) year. During any period in which Worker's Compensation is paid after one (1) year, the employee may use sick leave in order to receive normal pay. The combination of Employer and Worker's Compensation shall not exceed 100% of an employee's regular base pay. Health insurance coverage may continue while an employee is on worker's compensation, even after the first year on worker's compensation but only if the employee is using earned sick leave and/or vacation in combination with worker's compensation.

23.10.

(A) Uniformed employees shall receive a total of two hundred dollar (\$200) uniform allowance per year, subject to the following:

1. Allowance shall be used to purchase replacement uniforms or equipment of departmental specifications through a supplier selected by the Employer.
2. Unused allowance may be carried forward and used with subsequent semi-annual payments up to a maximum of three hundred dollars (\$300).
3. An employee who separates employment from the County may be required to return all items purchased under this section.
4. Uniform allowance shall not include the cost of bullet-proof vests.

23.11. The Employer shall replace or repair personal items broken while in the performance of the lawful police duties. Such repair shall not exceed One Hundred Twenty-Five (\$125.00) Dollars for the following items: glasses, watches, dentures or bridgework.

23.12. Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in cases of emergency, or staff shortages or as otherwise provided under this contract.

23.13. The Employer shall pay the cost of false arrest insurance.

23.14. The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of the seniority and vacation lists and for the

use of the Union and the Employer. Only official notices are to be posted and must be approved by the business agent or Chief Steward for the Union.

23.15. Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

23.16. The Employer shall provide payroll deduction for a Credit Union.

23.17. Officers working any part time job must have it approved by the Sheriff. Phone numbers shall be provided if the second job is approved so employees can be reached by the Department if necessary. The Sheriff shall not be unreasonable in denying part time work if it is non-police related. No employee shall be allowed to wear his/her uniform, or use his/her Sheriff-provided police powers on a second job. Employees working a second job for another law enforcement agency shall use only the police powers afforded that employee by the other police agency and not act under the powers granted by the St. Joseph County Sheriff.

23.18. Detective Clothing Allowance. In lieu of uniforms, detectives shall receive up to Four Hundred Dollars (\$400) clothing allowance each January for the prior year. This amount shall be prorated if not employed for the entire year based on a monthly proration. Payment of the clothing allowance shall be made upon the presentment of vouchers, verifying the clothing purchases, by the employee.

ARTICLE XXIV SAVINGS CLAUSE

If any Article or Section of this Agreement or Addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal the remainder of the Agreement and the Addendum shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXV TERMINATION

This Agreement shall be effective on the first day of January 2010, except as otherwise indicated, and shall remain in full force and effect until the 31st day of December 2012. Either party may, ninety (90) days or later prior to the expiration, send a demand to commence negotiations.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the _____ day of _____, 2010.

**COMMAND OFFICERS ASSOCIATION
OF MICHIGAN**

Jim DeVries, Business Agent

**ST. JOSEPH COUNTY BOARD OF
COMMISSIONERS**

Michael D. Dunlap, Chairman

ST. JOSEPH COUNTY SHERIFF

, President

Bradley D. Balk, Sheriff

, Vice President

(2010FINALCommandContract090810)

APPENDIX A - WAGES

Rates Effective 1/1/2010* (0% Increase)

	<u>Start</u>	<u>After 3 years in classification</u>
Sergeant/Detective Sergeant	\$24.53	\$25.02

* Wages are retroactive only for those employees employed on the date of ratification by the parties and any employee(s) that retired and immediately began to draw retirement benefits under this contract. Employees that voluntarily quit or were terminated, even if vested but not eligible to begin drawing immediately, would not be eligible for retro pay if they were not employed on the date of ratification by the parties.

Rates Effective 1/1/2011 (2% Increase)

	<u>Start</u>	<u>After 3 years in classification</u>
Sergeant/Detective Sergeant	\$25.02	\$25.52

Rates Effective 1/1/2012 (0% Increase)

	<u>Start</u>	<u>After 3 years in classification</u>
Sergeant/Detective Sergeant	\$25.02	\$25.52