

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
OTTAWA COUNTY BOARD OF COMMISSIONERS
AND
OTTAWA COUNTY SHERIFF
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN
(POAM) NON-312 Eligible
EFFECTIVE THROUGH DECEMBER 31, 2011

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AGREEMENT

For employees in all classifications except Detective and Road Patrol Deputy, this agreement is made and entered into as of this 13th day of January, 2009 at Ottawa County, Michigan, by and between the County of Ottawa and the Sheriff of Ottawa County, hereinafter called the "Employer", and the Police Officers Association of Michigan, hereinafter called the "Union".

WITNESSETH:

WHEREAS, the Employer and the Union recognize that the efficient administration of the County Government and the well-being of the employees require that orderly and constructive relationships be maintained between the parties hereto; and,

WHEREAS, subject to law and the paramount requirements of public service, employer-employee relationships should be improved by providing employees with an early opportunity for discussion regarding policies affecting the conditions of their employment; and,

WHEREAS, effective employer-employee cooperation in serving the public requires a clear statement of the respective rights and obligations of the Employer and the Union;

NOW THEREFORE, the parties agree as follows:

ARTICLE I
RECOGNITION

1.1: The Employer hereby agrees to recognize the Union as the exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all the employees of the Employer included in the bargaining unit below:

All full-time and regular part-time Corrections Officers, Senior Corrections Officers, Court Services Officers, Dog Wardens, Clerk-typist/Matrons of the Ottawa County Sheriff's Department, excluding all Sergeants, Corporals, Command Officers, Supervisors, Sheriff's Secretary,

employees eligible for Act 312 (Deputies and Detectives), reserves, temporary or casual employees and all other employees.

1.2: Definitions. For the purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

Full-Time Employee: A full-time employee is an employee who is working at least eighty (80) hours per fourteen (14) day work period on a regular schedule in a job classified by the Employer as non-temporary.

Regular Part-Time Employee: A regular part-time employee is an employee not included in the definition of full-time employee who is scheduled to work more than one thousand (1,000) hours in any calendar year on a regular schedule in a job classified by the Employer as non-temporary.

Irregular Employee: An irregular employee is an individual not included in the above definitions of full-time and regular part-time employees who is working on any other basis, including temporary, casual and seasonal employees.

Full-time, regular part-time and irregular status will be designated at the time of hiring, promotion or demotion and does not change because an individual works more or less hours in a particular work period. In the event that an employee's status is to be changed because of reduced or increased working hours, the Employer will advise the Union prior to the effective date of the change in status.

1.3: Benefits for Regular Part-time Employees. A regular part-time employee shall receive benefits as provided for in this agreement on a prorata basis based upon hours regularly scheduled to work unless specified otherwise in the section of this Agreement establishing benefit. The prorata basis is established at the time that the employee is initially designated as a regular part-time employee and does not change unless the Employer changes the number of hours in their regular schedule on a permanent basis. Attached as Exhibit A is a listing of the regular part-time employees and the number of hours in their regular schedules for proration purposes and a listing of the irregular part-time corrections officers.

1.4: Probationary Employees. All new full-time and regular part-time employees shall be considered probationary employees for a period of twelve (12) months, after which time their seniority shall be as of their last date of hire as a full-time or regular part-time employee. 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.

For probationary employees, effective 10/1/88 the Employer shall pay that proportion of the contribution to the MERS pension plan and the cost of single coverage health insurance required of the Employer with the probationary employee paying the Employer the remaining proportion. If the probationary employee elects two-person or family coverage health insurance, dental, optical or life insurance through the Employer's carrier, the cost of such coverage will be reimbursed to the County by the probationary employee.

ARTICLE II RIGHTS OF COUNTY

2.1: Except as specifically restricted by the terms of this Agreement, the customary and usual rights, powers, functions and authority of Management are vested in the Employer. These rights include, but are not limited to, those provided by statute or law along with the right to hire, direct, promote, transfer, assign, and retain employees in positions within the Department. Further, to suspend, demote, discharge (including failure to reappoint), or take other disciplinary action but only for just cause, and to maintain the efficient administration of the Employer. It is also agreed that the Employer retains the right to determine the method, means, and personnel, employees or otherwise, by which the business of the Employer shall be conducted, and to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof.

2.2: The Employer retains the right to subcontract or secure auxiliary services to perform work normally performed by members of the Union if and when, in his judgment, he does not have immediately available sufficient qualified manpower, proper equipment, capacity and ability to perform such work within the available or required amount of time during emergencies, or when

such work cannot be performed by the then members of the Union on an efficient and economical basis. Under no circumstances, however, shall the Employer subcontract work normally performed by members of the Union while there are members then qualified to perform the available work on layoff.

2.3: The Employer also retains the right to adopt and enforce rules and/or regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement. Such rules and/or regulations shall be reasonable, relate to the proper performance of the employee's duties and be uniformly administered in a nondiscriminatory manner; the propriety of any penalty assessed for a charged violation of such rules and/or regulations may be processed through the Grievance Procedure.

It is hereby agreed that the Employer reserves to itself solely the full right to adopt a drug and substance testing program for applicants and employees as it deems necessary, consistent with applicable legal guidelines. The Employer further reserves the right to implement such testing program upon providing advance notice to the union of the provisions of such program.

The union reserves the right to grieve application of the policy in the event of discipline under such policy of an employee in the bargaining unit.

2.4: The Union shall be given advance notice of the Sheriff's intention to adopt any new rules and/or regulations and the reasons and purposes thereof. The Union may object to such new rules and/or regulations and process its objections through the Grievance Procedure starting at Step 3. However, the filing of the grievance shall not necessarily delay the institution of the new rule and/or regulation. If it is subsequently determined that a new rule and/or regulation is improper it shall be rescinded prospectively.

2.5: The Employer retains the right to lay off employees in accordance with Section 6.5 of this Agreement. However, any reduction in the hours of a workday or a workweek, or any change involving a reduction of such hours together with a layoff shall be subject to collective bargaining. After bargaining for five workdays, the Employer may effect the proposed arrangement while collective bargaining continues with no liability for

retroactivity. If the parties fail to reach agreement, the Union may refer the matter to arbitration.

2.6: The Employer retains the right to establish, change, combine, or discontinue job classifications, and to prescribe and assign job duties and job content within a classification, however, if an employee or the Union feels that the rate of pay established for a new classification or a significantly changed classification is improper, the employee may process his complaint through the Grievance Procedure.

2.7: The County reserves the right for psychological testing of all new applicants to the department. Such tests shall be conducted subsequent to an offer of employment with the offer contingent upon the results of the exam. Such tests will not be used as the basis for denial of promotion or lateral transfer.

2.8: All of the above County rights are subordinate to the express provisions of this Agreement. Should there be a conflict in language, the applicable express provision shall prevail.

ARTICLE III UNION REPRESENTATION

3.1: The Employer agrees to recognize a Union Bargaining Committee composed of not more than five (5) regular employees in the bargaining unit plus an outside representative or representatives of the bargaining agent (POAM). The Bargaining Committee shall represent the bargaining unit and its members in collective bargaining and contract administration (including grievances) with the Employer. The Union shall furnish the Employer, in writing, a list of its designated Bargaining Committee members and officers.

3.2: All meetings between the Employer and the Union Bargaining Committee, whether for contract negotiations or contract administration (including grievances), shall be at times mutually agreeable to the parties.

3.3: Not more than one (1) employee per grievance (i.e., per step of the grievance procedure) shall be allowed reasonable time off from scheduled work, without loss of pay or benefits for scheduled time lost, for the purpose of representing a

bargaining unit member(s) or the Union in the grievance procedure.

3.4: The Employer shall pay not more than three (3) Bargaining Committee members per collective bargaining session, during not more than eight (8) collective bargaining sessions for which a Bargaining Committee member or members are being paid, for scheduled hours lost by such Bargaining Committee members during collective bargaining sessions with the Employer.

3.5: Except as provided in the paragraphs above, all other representation by Bargaining Committee members, whether for collective bargaining or contract administration (including grievances), shall be without pay unless otherwise provided in the Employer's sole discretion.

3.6: No Bargaining Committee member shall absent himself from his scheduled and assigned work without the express prior approval of his supervisor; and all Bargaining Committee members shall, during such representation, remain available for and respond to emergency job duties required of them.

ARTICLE IV UNION SECURITY AND CHECK-OFF

4.1: The Employer will not discriminate against any employee because of membership in the Union.

4.2: As a condition of continued employment, all employees in the bargaining unit shall either become and remain members in good standing of the Union or pay a representation fee to the Union which shall be less than one hundred percent (100%) of the regular monthly dues paid by Union members which sum shall accurately represent the amount for said employees due the Union as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall not include, by way of example but not by way of limitation, state, national, or other dues and assessments or other amounts for Union activities.

4.3: The Employer agrees to deduct the pay period Union dues from the pay of employees subject to the following:

- A. The Union shall obtain from the employee, a completed check-off authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof. The check-off authorization form shall be filed with the Employer's County Administrator who may return an incomplete or incorrectly completed form to the Union's treasurer. No check-off shall be made until such deficiency is corrected.
- B. The Employer shall check off only obligations which become due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible to the employee if he has duplicated a check-off deduction by direct payment to the Union.
- C. The Employer's remittance will be deemed correct if the Union does not give notice, in writing, to the Employer's County Administrator within two (2) weeks after a remittance is sent of its belief, with reasons stated therefore, that the remittance is incorrect.
- D. Any employee may terminate his check-off authorization by written notice to the Employer's County Administrator.
- E. The Union shall provide at least thirty (30) days written notice to the Employer's County Administrator of the amount of Union dues and/or representation fee to be deducted from the wage of employees in accordance with this Article. Any change in the amounts determined will be provided to the Employer's County Administrator at least thirty (30) days prior to each anniversary date of this Agreement.

4.4: 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 of Union dues and/or representation fee from an employee's pay, or reliance of any list, notice certification, or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE V
HOURS OF WORK AND OVERTIME

5.1: The official pay period of the Sheriff's Department employees shall be an average of eighty (80) hours in a two week period including meal periods and coffee breaks, except for animal control and clerical employees whose meal periods are non-paid and not included as part of the official pay period.

5.2(a): An employee covered by this Agreement who is required by the Department to work in excess of an average of eighty (80) hours per pay period will receive payment at the rate of time and one-half or compensatory time at the rate of time and one-half for such excess hours. Sick time shall be considered as hours worked when computing overtime.

An employee who is required by the Department to work in excess of an average of eighty (80) hours per pay period shall have the option to request either pay or compensatory time off provided however that compensatory time may not be accumulated.

Compensated hours, as it applies to 5.2 (a), shall be defined as all hours paid to an employee in either regular hourly wage, vacation time, floating holiday time, bereavement time, or sick time.

5.3: Overtime shall be as equally distributed among qualified employees of a division as is reasonable.

5.4: Work schedules shall be posted on a monthly basis at least one (1) week prior to the beginning of the next month's schedule. Schedule changes requested by an employee after a schedule has been posted will not be allowed unless:

- (a) employees affected by the schedule change mutually agree to the employee's request and the Employer approves, or
- (b) the Employer determines the employee's shift may go unfilled and approves the request.

The Employer specifically reserves the right to make schedule changes due to, but not limited to, employee illness or injury and emergency situations. Schedule changes for the purpose of avoiding overtime caused by an employee's illness or injury will not be made by the Employer the first day without employee consent.

ARTICLE VI
SENIORITY

6.1: Seniority is defined as continuous length of service with the Employer from date of last hire. It shall equal the time actually spent on the active payroll, plus approved leaves of absence, unless otherwise provided in this Agreement. A permanent full-time employee will begin to accumulate seniority upon the completion of the probationary period of twelve (12) months of continuous employment, at which time his name will be placed on the seniority list as of his last date of hire. Seniority shall entitle an employee only to those benefits as are expressly provided in this Agreement. Where seniority is used to determine vacation preference and shift selection, seniority shall be defined as continuous length of service in a classification; except court services officers, senior correction officers, and correction officers' seniority for such purposes shall be defined as continuous length of service in the three (3) classification with the corrections division.

6.2: A seniority list shall be prepared and a copy supplied to the Union. It shall be revised and kept current from time to time by the Department.

6.3: Seniority shall be lost and the employment relationship shall end under the following conditions:

- A. He resigns or quits from county employment.
- B. He is discharged and is not reinstated.
- C. He retires.
- D. He is convicted of any felony or Circuit Court misdemeanor.

- E. He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is less.
- F. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Sheriff, except when the failure to notify and work is due to circumstances beyond the control of the employee.
- G. He is on an unpaid leave of absence for illness, injury or disability for one (1) year; provided, however, that if the illness, injury or disability is job related and compensable by worker's compensation, then and in such event, seniority shall be lost and the employment relationship shall cease upon expiration of an unpaid leave of absence of two years; provided, however, in the event an employee's combined paid and unpaid leave of absence for illness injury or disability is greater than the aforesated, then in such event, seniority shall be lost and the employment relationship shall cease as stated in this paragraph or upon expiration of a leave of absence (paid and unpaid) of three years, whichever is the lesser.

6.4: Layoff and Recall for employees in all classifications. Layoff shall mean the separation of the employee from the active work force due to lack of work or funds, or the abolition of positions because of changes in the department.

6.5: All reductions in the work force shall be accomplished in the following manner:

- A. The first employee to be laid off shall be the employee with the least classification seniority in the classification affected; provided, however, that the remaining senior employees have the experience and ability to perform the required work. Where the affected employees have the same classification seniority, the employee with the least departmental seniority shall be laid off first. Further layoffs from the affected classification shall be accomplished by the inverse order of classification

seniority; provided, however, that the remaining senior employees have the experience and ability to perform the required work.

B. Upon being laid off from his classification an employee who so requests shall, in lieu of layoff, be demoted to a lower classification in the department; provided, however, that he has greater departmental seniority than the employee who he is to replace.

1. Such demotions shall be allowed for the following classifications in the order provided:
 - (a) Court Services Officer to Corrections Officer; and
 - (b) Corrections Officer to Animal Control Officer.

Demotions into other bargaining unit classifications will not be allowed.

2. An employee demoted pursuant to this section shall be placed in the highest salary step listed in Appendix A for the classification being demoted into which results in a decrease in annualized salary.

Note: In the event an employee laid off from a classification was "grandfathered" for pay purposes and exercises a "bump" into a lower classification and has greater seniority than another employee in the lower classification who was "grandfathered" for pay purposes, the least senior employee's salary shall be reduced pursuant to "ii" and the employee with greater seniority shall retain a "grandfathered" salary status.

3. An employee demoted pursuant to this section shall be on a sixty (60) day trial period in the new position during which time the employee's job performance shall be evaluated no less than three times. Failure to successfully perform the duties of the position will result in the employee being laid off at the end of the trial

period or, in lieu thereof, the employee may request an additional demotion if so eligible.

Employees who are laid off pursuant to Section 6.5 shall have recall rights (in the inverse order of their layoff) as vacancies occur or positions are reinstated in the classification from which they were laid off, provided such employees still have the physical and mental capacity to perform the required work. Employees having requested and received a demotion pursuant to Section 6.5 shall similarly be eligible for recall to their former classification at such time as vacancies occur or positions are reinstated in their former classifications, provided such employees still have the necessary experience, training and qualifications as determined by the Employer to perform the required work.

6.6: Employees who have been laid off and who, within five (5) days after notice by certified mail to their last known address, fail to respond as directed or who decline recall, shall be presumed to have resigned, and their names shall be removed from the seniority list.

6.7: Bumping by Command Officers. In the event of layoff or recall, members of the Ottawa County Command Officers Association may bump into the POAM bargaining unit and departmental seniority shall prevail.

6.8(a): Bumping. An employee who is promoted out of the bargaining unit, but who fails to successfully complete the period of probation in the promoted position, may bump back into his former position within the bargaining unit, without loss of seniority, unless the employee's failure to successfully complete the period of probation in the promoted position is due to misconduct warranting dismissal.

6.8(b): The parties agree that a reduction in force (layoff) of Command Officer(s) or failure of a Command Officer to successfully complete his/her probationary period are the only circumstances under which a Command Officer may bump back to the lower unit.

6.9: Pursuant to Michigan law the Employer shall provide at its sole expense worker's compensation benefit coverage for each employee covered by this agreement. During the first week of disability compensable under the Worker's Compensation Act, the Employer will pay the employee the amount which he otherwise would have earned from the Employer without any charge against his paid time-off credits. An employee who receives a work related injury or illness and draws Worker's Compensation as a result of his or her employment by the County may, at the option of the employee receive from the County a supplemental payment from the employee's accumulated paid time-off credits. Such supplemental payment shall be equal to the difference between the weekly Worker's Compensation benefits received by the employee and the employee's normal take-home pay. The employee's paid-time credits shall be reduced in the proportion the supplemental payment bears to the employee's regular pay. These supplementary payments will be made for regularly scheduled time lost, until the employee's paid time-off credits are exhausted or Worker's Compensation is terminated, whichever occurs first.

6.10: Unemployment benefits shall be paid to all employees of this bargaining unit, at the Employer's expense pursuant to statute.

ARTICLE VII
LEAVES OF ABSENCE

7.1: Leaves of Absence Generally. Except for absences expressly authorized and approved pursuant to other specific provisions of this Agreement (e.g. paid vacations, paid holidays, etc.), employees shall not be absent from work without an approved leave of absence (either medical, personal, bereavement, FMLA or military) as provided for in this Article.

7.2 Medical Leave. The following provisions shall apply to and govern all medical leaves of absence:

(a) Medical Leave Defined: A medical leave shall be either requested or unrequested, defined as follows:

(i) Requested: A leave of absence which, at the time it is applied for and granted, is to be used in connection with a known or projected period of temporary disability (i.e.

medical or physical inability to perform the employee's job) on the part of the employee. For example, a medical leave may be sought by an employee who is or will be temporarily unable to perform his job by reason of a disabling illness and/or injury, surgery, pregnancy and/or childbirth.

(ii) Unrequested: In addition, an employee who has been on a paid sick leave, pursuant to the "Sick Pay" provision of this Agreement for a period of four (4) or more consecutive working days shall, whether or not he makes application for a medical leave, be deemed to be on a medical leave of absence in accordance with this Article.

(b) Provisions Applying to Medical Leaves. Medical leaves of absence shall be subject to the following:

(i) Application for a medical leave shall be made on forms provided by the County, shall state the reason for the leave, shall specify the proposed beginning and ending dates of the requested leave of absence, and shall be signed by the employee.

(ii) No medical leave of absence, whether requested or unrequested, shall be for any period longer than one year.

1. In the case of a requested medical leave, the leave shall become effective on the date specified in the approval and shall continue until the expiration date specified in the approval (not to exceed one year following commencement of the leave).

2. In the case of an unrequested medical leave of absence (i.e. in the case of an employee who has been on a paid sick leave for a period of four (4) or more consecutive working days), the leave shall become effective on the first (1st) day of the paid sick leave of four (4) or more consecutive working days. An employee on an unrequested medical leave shall, within fifteen (15) calendar days following commencement of the leave, notify the Employer in writing of the length of medical leave desired (not to exceed one year following commencement of the leave). Upon timely receipt of such notification, the medical leave shall expire on the date approved (not exceeding one year following commencement of the leave).

(iii) An application for medical leave and/or an unrequested medical leave (in the case of an employee who has been on a paid sick leave for a period of four (4) or more consecutive working days) shall be granted and approved, subject to and in accordance with the provisions of this Agreement, if it is supported by competent medical certification of need.

(iv) When a medical leave is granted, whether requested or unrequested, it shall be granted in writing, shall specify the reason for which it is granted, shall specify the beginning and ending dates of the leave, and shall be signed by both the Sheriff and by the Human Resources' Department.

(v) A medical leave may be renewed, subject to and in accordance with this Agreement, for an additional period or periods not exceeding one year.

(vi) When a medical leave of absence is granted, the employee may be entitled to participate in the Employer's disability plan for the actual days of disability occurring during the medical leave, as such actual disability days are verified by a doctor's certificate. The employee's participation and the benefits received shall be according to the terms of the plan.

(vii) In the Employer's sole discretion, a medical leave may be granted for a brief period of time immediately adjoining (i.e. either immediately before or immediately after) a period of temporary disability; provided, however, that if and to the extent a medical leave is granted for a period longer than the employee's actual period of disability, any and all medical leave days not documented as actual disability days shall be without payment from the disability plan. If the employee becomes ill, injured or disabled during any unpaid portion of a medical leave, the employee shall not be entitled to disability payments for such illness, injury or disability until requalifying unless the same arises out of and relates to the temporary disability for which the medical leave was granted.

(viii) An employee on a medical leave may receive from the Employer a supplemental payment from the employee's accumulated paid sick leave credits and/or vacation accrual. The employee's paid sick leave accumulation and/or vacation accrual shall be reduced in the proportion the supplemental payment bears to the employee's regular pay. During any unpaid portion (not

supplemented with vacation or sick pay) of a medical leave of absence benefits afforded elsewhere in this agreement do not accrue.

(ix) If a medical leave is granted for a period up to but not exceeding one year, the Employer will hold the employee's position open. If, however, a medical leave (including any extension or renewal thereof) exceeds, in the aggregate, one year then and in such event, upon expiration of the leave the Employer will attempt to place the employee within his department in the same type of position he held before the leave began, if such work is available. If such work is not available, the employee will be offered the opportunity to fill the first vacancy occurring within his department in his former or a lower paid classification, provided he has the experience, training and qualifications to perform the job. An employee returning from a medical leave may be placed in a vacant position without regard to the posting or other job vacancy provisions of this Agreement. If, upon termination of a medical leave (including any extension or renewal thereof) in excess of one year, an employee refuses a position within his department for which he is qualified, the employee shall be deemed terminated and shall have no further right to re-employment with the County.

(x) An employee on a medical leave may request that the leave be terminated and that he be returned to work prior to the expiration date of the leave.

(xi) In the event of a conflict between the medical leave of absence provisions of this Article and the "Loss of Seniority" provisions of the Seniority Article, the loss of seniority provisions shall control. (For example, no leave shall be approved for any period which, in the aggregate, exceeds that contemplated by the "Loss of Seniority" provisions of this Agreement.)

(xii) An employee on a medical leave shall keep the Employer apprised of any relevant changes in his or her condition and/or circumstances; and the Employer may in its discretion periodically require the employee to verify the continued reason and need for such leave. Failure of an employee to do so, when requested, shall be grounds for termination or revocation of the leave.

7.3: (i) Sick Pay.

A. Credit. Paid sick leave shall be credited, and may accumulate, as follows:

(i) Regular full-time employees, after completion of probation, shall be credited eighty (80) paid sick leave hours. The employee will be credited with forty (40) paid sick hours annually thereafter.

(ii) Regular part-time employees shall be credited with paid sick leave effective January 1 of each calendar year equal to the hours worked by the employee relative to full-time.

B. Carryover. At the beginning of each calendar year, up to eighty eight (88) hours of sick leave from an employee's prior years' sick balance may be added to the annual amount of sick hours credited to each employee. In no case shall the total number of sick hours exceed one hundred twenty eight (128).

C. Request Form. Each employee shall be responsible for giving his signed absentee record to his supervisor immediately following his return to work.

D. Illness. Sick leave may be utilized by an employee in the event of his illness or injury. Accumulated paid sick leave may be used for necessary family medical situations in an employee's immediate family which requires immediate medical attention. An employee shall be limited to no more than twenty-four (24) hours of paid sick leave per necessary medical situation in the employee's immediate family and with no more than a total of forty (40) hours of paid sick leave to be taken per calendar year for necessary family medical situations in the employee's immediate family. For purposes of this subsection, "immediate family" shall be defined as spouse, child, parent, father-in-law or mother-in-law.

E. Sick Bank Elimination. Eligible employees who were employed and had a sick leave balance on December 31, 1988, shall be credited January 1, 1989, with an account equal to the remaining sick leave balance as

of December 31, 1988, times the employee's December 31, 1988 pay rate. This account shall be increased each January thereafter by an interest amount equal to the Ottawa County Treasurer's Office's prior year's average "Return on Investment".

- F. Funerals. Sick leave may be utilized by an employee to attend a funeral.
- G. Medical, Dental Appointments. Under extenuating circumstances, sick leave may be utilized by an employee for appointments with a doctor or dentist. Appointments should be made as much as possible outside of work hours.
- H. Illness During Vacation. If a period of illness lasting more than one (1) day occurs during an annual leave and is reported immediately, a revised Request for Leave form may be submitted. The period of time of such illness will be recorded as sick leave rather than annual leave.
- I. Vacation or Comp-time for Sick Leave. Employees may use accumulated vacation or comp-time for sick time when sick time accumulation is exhausted. Sick leave may not be taken as vacation time.
- J. (i) Payment on Termination. Upon termination of employment under the following circumstances, the sick leave account of eligible employees will be payable as follows: One hundred percent (100%) payment upon death (during course of employment) or retirement (at age and after years of service qualifying for immediate retirement benefits whether on disability or non-disability basis). In the event of death, the payment shall be made to the beneficiary designated by the employee or, in the absence of such designation, to the personal representative of the employee's estate. Fifty percent (50%) payment upon voluntarily leaving after a minimum of ten (10) years continuous service.
- J. (ii) In lieu of subsection (i) above, employees with ten (10) or more years of service with the Employer shall be eligible to make a one time only option of

withdrawing up to fifty percent (50%) of their sick leave account. Employees exercising such option pursuant to this subsection shall: (a) forfeit the remainder of the sick leave account upon voluntarily leaving employment, or (b) receive payment upon death (during course of employment) or retirement (at age and after years of service qualifying for immediate retirement benefits).

7.4: Leave for Newborn Child or Newly Placed Child and Leave for the care of a Family Member. The following provisions shall apply to leaves for a Newborn or Newly Placed Child and leaves for Care of a Family Member:

- (A) Leave for Newborn or Newly Placed Child Defined: A leave for newborn or newly placed child is defined as an unpaid leave of absence which, at the time requested is to be used by the employee for the birth and/or care of a son or daughter or the placement of a son or daughter with the employee for adoption or foster care.
- (B) Leave for the Care of a Family Member Defined: A leave for the care of a family member is defined as an unpaid leave of absence, which at the time it is requested is to be used by the employee to care for a spouse, son, daughter, or parent of the employee if the spouse, son, daughter, or parent has a serious health condition.
- (C) Leave during family member's active duty. A leave due to a qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- (D) Leave for the care of a family service member: A leave for an employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the servicemember who incurred a serious injury or illness on active duty in the Armed Forces. The leave

shall only be available during a single 12-month period.

- (E) Eligibility for Leaves of Absence for a Newborn or Newly Placed Child and for the Care of a Family Member. In order to qualify for a leave for a Newborn or Newly Placed Child or leave for the care of a family member the employee must meet all of the following conditions:
 - 1. The employee must have worked for the Employer at least twelve (12) months or fifty-two (52) weeks. The twelve (12) months, or fifty-two (52) weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
 - 2. Employees who have been employed by the Employer more than one (1) year must have worked at least 1250 hours during the twelve (12) month period immediately before the date when the leave would begin.
- (F) The twelve (12) month period shall be a rolling twelve (12) month period measured backward from the date the employee uses any form of leave described in Section 7.4 (A) and (B) above.
- (G) Applications for leaves for a newborn or newly placed child or for the care of a family member shall be made on forms provided by the County, shall state the reason for the leave, shall specify the proposed beginning and ending dates of the requested leave of absence, and shall be signed by the employee. The application and all other required documentation, once completed, shall be submitted to the County for review.
- (H) If a leave for a newborn or newly placed child or for the care of a family member is granted, it shall be granted in writing, shall specify the reason for which it is granted, shall specify the beginning and ending dates of leave, and shall be signed by both the Sheriff and by the Human Resources Department.

- (I) The granting or denial of any leave for a newborn or newly placed child or for the care of a family member in any given case shall not constitute any practice or precedent whatsoever with respect to any other case.
- (J) Upon expiration of an approved leave for a newborn or newly placed child or for the care of a family member the employee shall be returned to the same position he/she held at the time the leave commenced or to an equivalent position. If upon termination of a leave for a newborn or newly placed child or for the care of a family member an employee refuses an equivalent position, the employee shall be deemed terminated and shall have no further right to re-employment with the Employer.
- (K) An employee on a leave for a newborn or newly placed child or for the care of a family member may request that the leave be terminated and that he/she be returned to work prior to the specified expiration date of the leave; provided, however, that the Employer shall have sole discretion in determining whether or not to allow early termination of the leave.
- (L) An employee on a leave for a newborn or newly placed child or for the care of a family member shall keep the Employer apprised of any relevant changes in his or her conditions and/or circumstances, and the Employer may in its discretion periodically require the employee to verify the continued reason and need for such leave. Failure of an employee to do so, when requested, shall be grounds for termination or revocation of the leave.
- (M) When an employee plans to take leave for a newborn or newly placed child or for the care of a family member the employee must give the Employer thirty (30) days notice. If a thirty (30) day notice is not possible, the employee must give as much notice as practicable. If an employee fails to provide thirty (30) days notice for foreseeable leave, the leave requested may be denied until at least thirty (30) days from the date the Employer receives notice.

- (N) Intermittent Leave or a Reduced Work Schedule. Employees may take leave for a newborn or newly placed child or for the care of a family member in twelve (12) (twenty six (26) in certain FMLA circumstances) consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year), or under certain circumstances may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) (twenty six (26) in certain FMLA circumstances) weeks over a twelve (12) month period in the aggregate. The Employer may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule. For the birth, adoption or foster care of a child, the Employer and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption, or foster care of a child must be taken within one (1) year of the birth or placement of the child.
- (O) Seniority shall not continue to accumulate during Leave for a Newborn or Newly Placed Child and Leave for the Care of a Family Member. In addition, all benefits expressly provided in this Agreement shall not continue to accumulate during such leaves.
- (P) Leaves of absence including medical leaves, and leaves covered under the Family and Medical Leave Act shall not exceed when combined twelve (12) (twenty six (26) in certain FMLA circumstances) weeks in a twelve (12) month period without specific approval from the County Administrator.

7.5: The provisions of this Article do not apply in the case of pregnancy of female employees. The United States Supreme Court decisions in regard to this will take precedent and prevail.

7.6: Medical certification will not generally be required to substantiate sick leave absences of three (3) consecutive

days or less; however, medical certificates or, in lieu thereof, a signed written statement from the employee setting forth the reasons for the sick leave, may be required at the discretion of the Sheriff for each absence regardless of duration if the Sheriff has reason to believe the employee is abusing his sick leave privileges. Falsification of the medical certificate or falsely setting forth the reason for the absence shall constitute just cause for dismissal.

7.7: Before an employee is absent from his duties for twelve (12) consecutive days returns, he shall satisfy the Sheriff that he is fit to again perform his duties (with or without accommodations).

7.8: Military Leave of Absence. Application for military service leave of absence shall be made to the Employer in writing as soon as the employee is notified of acceptance in military service, and, in any event, not less than two (2) weeks prior to the employee's departure. An employee on military service leave shall retain any unused sick leave or vacation time accrual, and rights under such provisions shall be governed by applicable Federal and State laws.

7.9: While an employee is called to active duty as a member of the National Guard for purposes of annual training, disaster or riot duty or similar short-term purposes, he shall receive his normal pay from the Employer; however, any compensation received from the government shall be reimbursed to the Employer upon his return to service with the County.

7.10: Humanitarian Clause. Should an employee covered by this Agreement become physically or mentally handicapped to the extent that he cannot perform his regular job, with or without accommodations, the Employer will make every effort to place the employee in a position that he is physically and mentally able to perform. In the event an employee has lost seniority pursuant to section 6.3G of this Agreement and can satisfy the Sheriff that he is fit to again perform his duty with or without accommodations, he shall be given the first consideration for the next available vacancy within the department.

7.11: Bereavement Leave. Up to three (3) work days with pay may be utilized by an employee whether the employee is an 8,10, or 12 hour scheduled employee because of absence necessitated by the death of a spouse, child, brother, sister, brother-in-law,

sister-in-law, parent, grandparent, aunt, uncle, father-in-law, or mother-in-law. A work day would be what your scheduled day of work would be. When the death occurs out of state, additional days for air travel time may be used, if necessary, by agreement between the Sheriff and the employee. The employee may utilize sick time to supplement the employee's bereavement leave, with approval.

7.12 Personal Leave. The following provisions shall apply to and govern all personal leaves of absence:

(a) A personal leave is defined as an unpaid leave of absence which, at the time it is applied for and granted, is to be used for personal reasons other than known or projected disability, seeking or engaging in different employment and other than reasons specifically defined in Section 7.4 of this Article.

(b) Provisions Applying to Personal Leaves: Personal leaves of absence shall be subject to the following:

(i) If an employee on an unpaid personal leave becomes ill, injured or disabled during any part of the personal leave, the employee shall not be entitled to use his accumulated paid sick leave for any such illness, injury or disability occurring during the unpaid personal leave.

(ii) Application for a personal leave shall be made on forms provided by the County, shall state the reason for the leave, shall specify the proposed beginning and ending dates of the requested leave of absence, and shall be signed by the employee

(iii) Applications for personal leave shall be made to the employee's Department Head, and shall be subject to approval or disapproval in the sole discretion of the County.

(iv) If a personal leave is granted, it shall be granted in writing, shall specify the reason for which it is granted, shall specify the beginning and ending dates of the leave, and shall be signed by both the Sheriff and by the Human Resources Department. If the personal leave (including any extension or renewal thereof) exceeds, in the aggregate, ninety (90)

calendar days, any such extension or renewal shall also be subject to approval by the Human Resources Director.

(v) The granting or denial of any personal leave in any given case shall not constitute any practice or precedent whatsoever with respect to any other case.

(vi) No personal leave shall be granted for any period longer than ninety (90) calendar days; provided, however, that a personal leave may, in the sole discretion of the County, be renewed for an additional period or periods not exceeding ninety (90) calendar days each.

(vii) An employee shall not be eligible for a personal leave during his probationary period.

(viii) If a personal leave is granted for a period up to but not exceeding ninety (90) calendar days, the County will hold the employee's position open. If, however, any personal leave (including any extension or renewal thereof) exceeds, in the aggregate, ninety (90) calendar days, then and in such event, upon expiration of the leave the County will attempt to place the employee within his department in the same type of position he held before the leave began, if such work is available. If such work is not available, the vacancy occurring within his department in his former or a lower paid classification, provided he has the experience, training and qualifications to perform the job. An employee returning from a personal leave may be placed in a vacant position without regard to the posting or other job vacancy provisions of this Agreement. If, upon termination of a personal leave (including any extension or renewal thereof) in excess of ninety (90) calendar days, an employee refuses a position within his department for which he is qualified, the employee shall be deemed terminated and shall have no further right to re-employment with the Employer.

(ix) An employee on a personal leave may request that the leave be terminated and that he be

returned to work prior to the specified expiration date of the leave; provided, however, that the County shall have sole discretion in determining whether or not to allow early termination of the leave.

(x) In the event of a conflict between the personal leave of absence provisions of this Article and the "Loss of Seniority" provisions of the Seniority Article, the loss of seniority provisions shall control. (For example, no leave shall be granted for a period which, in the aggregate, exceeds that contemplated in the "Loss of Seniority" provisions of this Agreement).

(xi) An employee on a personal leave shall keep the County apprised of any relevant changes in his or her condition and/or circumstances; and the County may in its discretion periodically require the employee to verify the continued reason and need for such leave. Failure of an employee to do so, when requested, shall be grounds for termination or revocation of the leave.

ARTICLE VIII
VACATIONS

8.1: Vacation Schedule and Eligibility. Subject to the provisions of this Article, regular full-time employees shall earn vacations with pay, in accordance with the following schedule, based on the employee's paid hours during a vacation year (anniversary date to anniversary date). As used in this Section, the term "paid hours" shall include all of an employee's paid hours, up to but not exceeding 2,080 paid hours per vacation year. County employees who transfer into this bargaining unit after January 1, 2009, will accumulate vacation based upon their existing vacation accrual rate of earnings.

<u>Years of Service</u>	<u>Rate of Earning</u>
During first (1st) year	.01923 hours of paid vacation earned per paid hour (1 week for full-time)

<u>Years of Service</u>	<u>Rate of Earning</u>
During second (2nd) through fourth (4th) years	.03846 hours of paid vacation earned per paid hour (2 weeks for full-time)
During fifth (5th) through ninth (9th) years	.05769 hours of paid vacation earned per paid hour (3 weeks for full-time)
During tenth (10th) year	.06154 hours of paid vacation earned per paid hour (3 weeks and 1 day for full-time)
During eleventh (11th) year	.06538 hours of paid vacation earned per paid hour (3 weeks and 2 days for full-time)
During twelfth (12th) year	.06923 hours of paid vacation earned per paid hour (3 weeks and 3 days for full-time)
During thirteenth (13th) year	.07308 hours of paid vacation earned per paid hour (3 weeks and 4 days for full-time)
During fourteenth (14th) and subsequent years	.07692 hours of paid vacation earned per paid hour (4 weeks for full-time)
During twentieth (20th) and subsequent years	.08846 hours of paid vacation earned per paid hour (4 weeks and 3 days for full-time)

8.2: Paid vacations will be rounded to the nearest whole hour.

8.3: So far as possible, considering the needs of the Employer, vacations will be scheduled at the convenience of the employee. However, the Employer reserves the right to approve individual vacation schedules in accordance with its needs. (Vacation requests will be honored on a seniority basis until March 15 of each year, and on a first-come, first-served basis after March 15.) For the purpose of vacation calculation, one (1) week equals forty (40) hours.

8.4 Probationary employees shall not be entitled to nor paid for vacation time.

8.5: Vacation Year Defined. A vacation year for the purpose of this Article is a twelve (12) month period starting with the individual employee's anniversary date of employment with the Sheriff's Department.

8.6: In case of the death of a bargaining unit employee, any unused vacation pay will be paid to the named beneficiary or, in the absence of such designation, to the estate.

8.7: Employees will be paid vacation pay based on their classification at the time of the vacation period.

8.8: (a) Maximum Accumulation/No Prepayment. Paid hours of vacation shall not accumulate beyond a maximum of two hundred (200) hours. In the event an employee has accumulated two hundred (200) paid hours of vacation, paid hours of vacation which the employee would have normally earned pursuant to Section 8.1 shall cease to be earned until such time as the employee's accumulation of paid hours of vacation is less than two hundred (200) hours.

(b) Paid vacations shall not be granted or allowed in advance (i.e. they may not be taken before they have been earned as herein provided.)

8.9: Employees who accumulate compensatory time off may use such time as additional vacation time as may be mutually arranged with the Employer.

ARTICLE IX HOLIDAYS

9.1: Regular full-time employees of the Sheriff's Department shall be entitled to the following paid holidays for each full calendar year worked:

- | | |
|---------------------|-----------------------------|
| 1. New Year's Day | 6. Day after Thanksgiving |
| 2. Memorial Day | 7. Day before Christmas Day |
| 3. Fourth of July | 8. Christmas Day |
| 4. Labor Day | 9. Five Floating Holidays |
| 5. Thanksgiving Day | |

"Floating" Holiday Scheduling:

- A. So far as possible, considering the needs of the Department, "floating" holiday schedules submitted by March 15 will be scheduled at the convenience of the employee. However, the Department Head shall have the right to approve individual "floating" holidays scheduled in accordance with departmental needs. In case of conflict in the choice of "floating" holiday times, the employee with the longer service will have the first choice of "floating" holiday times.
- B. "Floating" holidays not scheduled by March 15 shall be used by the employee within the year as mutually agreed to with the Department Head.
- C. "Floating" holidays may be used in conjunction with vacation time, e.g. either immediately preceding a scheduled vacation or immediately after a scheduled vacation.
- D. "Floating" holidays shall be prorated for the year for new employees hired during a calendar year and individuals who terminated their employment during the year.

(i) For employees who begin employment during the calendar year proration of floating holidays shall be according to the following example: Bargaining Unit hire date is July 8th, leaving 5.75 months remaining in the year (July 8 to December 31). Floating Holiday time credited is 19.1475 hours (3.33 hours per month x 5.75 months). This employee will be credited with (20) hours after rounding up to the nearest whole hour.

(ii) If such proration of Floating Holidays for employees who terminate during the calendar year results in an overuse of Floating Holidays the amount of overuse times the employee's hourly rate of pay will be deducted from their final paycheck. Example: Employee terminates on May 28th with a balance of twenty (20) hours of Floating Holiday time remaining. Seven months remain in the year, therefore the remaining balance should be 23.31 hours (3.33 hours

per month x 7 months = 23.31). The balance remaining however is only ten (10) hours. This employee will have 13.31 hours of pay deducted from their final paycheck (23.31 - 10 = 13.31).

(iii) Employees who leave employment for any reason shall not be compensated for remaining Floating Holiday time, if any exists.

9.2: The Department Head shall determine, after consultation with the employees, which of those employees who are otherwise regularly scheduled to work on any such holiday can be spared from work and which employees cannot be given holiday time off.

9.3:

- A. An employee who works the holiday shall be paid at the rate of double time and one-half (2 1/2) for all hours worked in lieu of any other holiday pay.
- B. An employee who is regularly scheduled to be off duty on a holiday (and does not work the holiday) shall receive eight (8) hours straight time pay for the holiday in addition to his regular pay for hours worked that period. (Example: Work forty (40) hours plus eight (8) hours holiday pay). For those employees assigned to a shift other than an 8 hour shift, a schedule adjustment can be made in that same pay period (not including the holiday) to allow for the employee to work the additional hours rather than to use their accrued time on the holiday, if the employee so desires.
- C. An employee who is regularly scheduled to work a holiday, but is excused by the Employer pursuant to section 9.2 from working that day shall receive eight (8) hours straight time pay for the holiday in addition to pay for hours worked that period. (Example: Work thirty-two (32) hours plus eight (8) hours holiday pay.)
- D. An employee regularly scheduled to work a holiday, but who does not due to illness or injury, shall receive eight (8) hours straight time pay for the holiday. (Example: Employee works 32 hours and receives 8

hours straight time for the holiday) For those employees assigned to a shift other than an eight (8) hours shift, such employee shall receive pay and a deduction from paid credits for the remainder of the unworked holiday in excess of eight (8), using paid time off credits (i.e. sick time, vacation, comp time or float). (Example: Employee is scheduled to work twelve (12) hours on the holiday, they would receive eight (8) hours straight time holiday pay and four (4) hours straight time pay deducted from their paid time off credits)

9.4: Paid holiday time off within the employee's regular schedule will be considered as hours worked for overtime purposes.

9.5: An employee, to be eligible for holiday pay, must be a full-time employee on the date of the holiday and must have worked the scheduled workday immediately preceding and immediately following the holiday, unless the employee is on an approved leave (vacation, float, sick, bereavement, or compensatory time).

ARTICLE X
CLOTHING AND CLEANING ALLOWANCES

10.1: No allowance for individuals who wear wash and wear uniforms unless required to wear and maintain garments requiring dry-cleaning. A uniformed employee for the purpose of this Agreement shall be one who receives his uniform issue from the Sheriff's Department. The County will replace or repair torn wash and wear uniforms.

10.2: Clothing/Cleaning Payments: The payments for clothing and dry-cleaning allowances shall be paid to eligible employees no later than payday of the first full pay period following the date payable.

ARTICLE XI
WITNESS AND SUBPOENA FEES

11.1: Court Time. (a) If an employee is called as a witness in a judicial proceeding (i.e. Court appearance or hearing) for reasons connected with his or her County employment, such employee shall:

(i) Receive leave with pay for such attendance if and to the extent it occurs during the employee's regularly scheduled working hours.

(ii) Receive a minimum guarantee of two (2) hours overtime pay at time and one-half or pay in accordance with the "Overtime" provisions of Article V of this Agreement, whichever is the greater, for such court time if and to the extent it occurs during hours when the employee is not scheduled to work.

(b) To be eligible for court time pay pursuant to this Section, an employee shall submit to the County any witness fees he or she may receive.

11.2: An employee required to appear prior to his regular starting time or who is held over after his regular quitting time for such appearances, shall be paid time and one-half his straight-time rate for hours in excess of his regular shift.

ARTICLE XII
PAY PERIODS

12.1: Payment of Wages: Employees shall be paid on a biweekly basis no later than the Friday following the last day of a pay period.

ARTICLE XIII
INSURANCE

13.1(a): Benefits in Accordance with Policies.

(A) All insurance benefits provided pursuant to this Bargaining Agreement shall be subject to the terms and conditions of the applicable policy or policies; and if any

such insurance provisions of this contract are contrary to or inconsistent with the terms, provisions and/or conditions of the applicable insurance policy or policies, the insurance policy or policies shall control.

(B)Hospital/Medical Insurance. Employees in this bargaining union, in accordance with this Section, will be eligible to participate in a group hospital/medical program provided through the County. For eligible employees, such coverage shall become effective on the first full pay period following a sixty (60) day waiting period. Such employees may obtain the necessary applications from the Human Resources Department.

(C)The County Cafeteria Plan in 2011 includes options for employees consisting of a 100/80 Priority POS; a 90/70 Priority POS; a HDHP with an H.S.A. for health insurance; Delta Dental (high/low plan); National Vision Administrators (high/low plan). All insurance benefits provided pursuant to this contract shall be subject to the terms, provisions and conditions of the applicable insurance policy or policies (see Appendix B & C).

(D)In 2011, the County will fund the applicable deductible into the employee H.S.A. (\$1,200 single; \$2,400 family).

(E)Employees have life insurance even if they opt out of the County Health Plan.

(F)Effective January 1, 2011: Auto Exclusion will not be applicable while the County maintains fully funded health insurance plans. Prior language:

Auto Exclusion: The following provisions will be added to the Plan document and will apply to any automobile related claims incurred by a Michigan or non-Michigan resident. In the event that this provision conflicts or appears to conflict with any existing language pertaining to the payment of claims arising out of automobile accident, the terms of this amendment will rule:

Motor Vehicle Exclusion-Michigan Residents Only: Benefits are not payable under this plan for injuries received in any accident involving a motor vehicle as defined in the plan.

It is your responsibility to obtain proper Motor Vehicle insurance that will give you and your Family medical benefits. If you fail to maintain your Motor Vehicle insurance, you will not have any medical expense covered for auto-related injuries. This exclusion shall not apply to a Covered Person who is a Michigan resident involved in an accident outside the state of Michigan for which Michigan no-fault coverage is not legally available. However, this exclusion shall apply if a Covered Person is injured while in his or her own uninsured Motor Vehicle for which a Michigan no-fault policy is legally required and would have provided coverage, had such a policy been in effect.

13.2: Life Insurance. The Employer will provide \$30,000 group life insurance and an additional \$30,000 accidental death and dismemberment insurance for each full-time employee.

13.3: Insurance Carriers. The Employer may change the insurance carrier, provided that the overall benefits are equal to or better than those presently provided.

13.4: Continuation of Insurance. The Employer's contributions toward the cost of insurance coverage for eligible employees shall be continued for eligible employees under the following conditions:

- A. During fully paid leaves of absence and during leaves of absence compensable by Worker's Compensation;
- B. During the first thirty (30) calendar days of any partially paid or unpaid leave except unpaid leaves for a Newborn or Newly Placed Child or Leave for the Care of a Family Member.
- C. During Leaves for a Newborn or Newly Placed Child and Leaves for the Care of a Family Member but only for an

aggregate maximum of twelve (12), or twenty six (26) weeks in certain FMLA circumstances, in a twelve (12) month period for both forms of leave combined.

- D. For employees in all classifications, during the first year than an employee is receiving compensation from the Employer's short-term disability (STD) and long-term disability (LTD);
- E. Discontinued immediately upon termination of an employee's employment;

Provided, however, that nothing in this Agreement shall require the Employer to continue insurance benefits if such continuation is not allowed by the applicable insurance policy or carrier.

13.5: Salary Wage Continuation Policy (Short Term Disability Plan). The County will provide a short term disability plan to eligible disabled employees beginning the third consecutive week of a non-duty disability. The plan will provide up to sixty-six percent (66%) of an employee's base weekly salary for the actual period of disability between the third week and six (6) months subject to offsets provided by other types of coverage.

13.6: (a) Retiree Health Insurance. Employer will credit retiree four dollars (\$4.00) for each year of service with Employer up to a maximum of \$100/month for applying toward health coverage through the Employer for retiree and spouse after age fifty (50) and up until age sixty-five (65), (e.g. 22 years of service x \$4.00 = \$88/month credit).

(b) Effective December 1, 1996: For employees in all classifications, the Employer shall carry future retirees on the Employer's health coverage at the retiree's cost.

13.7: Long Term Disability Plan. The County shall provide a long term disability plan for eligible non-duty disabled employees who are disabled for periods greater than six (6) months which provides a minimum of sixty percent (60%) of base salary to a maximum of seventy percent (70%) of base salary up to \$3,000 per month subject to applicable offsets.

ARTICLE XIV
WAGES

14.1: The Employer and the Union shall determine the classification and salary range for each employee. The classification pay plan adopted by the Union and the Employer is incorporated herein and made a part of this Agreement.

14.2: Specialist Pay - An employee assigned to one of the following specialties on January 1 of each year will receive \$200. An employee assigned to one of the following specialties on July 1 of each year will receive \$200. No employee shall receive more than \$200 each January and \$200 each July under this section. The specialties are as follows: Corrections Officer Training Officer. Employees required to train or attend monthly meetings because of their specialties outside of their regular scheduled hours shall be compensated at straight time rate with such hours not counted for the purpose of computing overtime.

ARTICLE XV
RETIREMENT

15.1: The employees in this bargaining unit have a MERS B-2 benefit, with an F-55 waiver, with the employees contributing 1.27% of annual MERS reportable wages towards the pension benefits. During 2011 the employees shall have the option of purchasing a B-3 (2.25%) multiplier. The employees shall pay the full actuarial cost of the enhancement through payroll deductions, at the cost determined by having a supplemental actuarial evaluation performed by MERS and in accordance with the rules established by MERS. The cost of the supplemental shall be paid by the bargaining unit.

Annually, the cost for the B-3 benefit shall be evaluated to determine the actual cost of the benefit, and any increase or decrease shall be paid by the employees through payroll deduction. See Appendix D for agreed upon calculation of data to determine the annual cost of the B-3 benefit.

15.2: Retirement shall be mandatory at age 62. Upon retirement, payment of accumulated cash benefits from the Employer, such as compensatory time, vacation time and sick

days, will be spread over two (2) calendar years if requested by the employee.

15.3: In any pay period which an employee receives Short Term Disability (STD) or Worker's Compensation benefits the employee will not be expected to make their required contribution toward their MERS pension benefits.

ARTICLE XVI
STRIKES AND ILLEGAL ACTIVITIES

16.1: The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the Employer.

16.2: Any employee who engages in any activity prohibited by this Article shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for the violation of this Article.

ARTICLE XVII
AMENDMENTS

17.1: Upon mutual agreement of the parties, this Agreement may be amended or modified at any time during its term.

ARTICLE XVIII
DISCHARGE AND DISCIPLINE

18.1: Notices of discharge or discipline shall be in writing. Grievances for disciplinary action which do not involve time off shall be initiated at Step 1, while those involving time off or discharge shall be initiated at step two within three (3) days after notice thereof is given.

ARTICLE XIX
GRIEVANCE PROCEDURE

19.1: A grievance is a claim, reasonably and sensibly founded, of a violation of this Agreement and/or violation of the rules and regulations of the Ottawa County Sheriff Department and/or Ottawa County. Any grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. Any claims not conforming to the provisions of this definition shall be automatically denied as not constituting a valid grievance.

19.2: Any employee having a grievance in connection with the terms of this Agreement or the rules and regulations shall present it as follows:

Step 1. The employee shall discuss the matter with his immediate supervisor within three (3) days of the occurrence thereof or of the time on which he knew or reasonably should have known that he had a basis for the grievance.

Step 2. If the matter is not satisfactorily resolved as a result of such discussion, the aggrieved employee shall file a written grievance with the Undersheriff within five (5) days after the discussion. The grievance shall be signed by the aggrieved employee, be dated and shall set forth the facts involved, including dates and provisions of the Agreement and/or rules and regulations alleged to have been violated and the remedy desired. The grievance shall be dated upon receipt and a copy returned to the aggrieved employee, and the original thereof shall be forwarded to the Sheriff. Within (5) five days a meeting shall be held by the Undersheriff and aggrieved employee.

Step 3. If the grievance is not settled at such meeting, a meeting shall be held within thirty (30) days of the Step 2 meeting, at which the Sheriff and/or his designated representative(s) together with such other persons as he may desire to be present, the aggrieved employee and an Union representative shall be present. The Sheriff shall make a written reply to the Grievant within five (5) days after such meeting.

Step 4. If the answer of the Sheriff is unsatisfactory to the Grievant, the Grievant and the Union may appeal the matter to arbitration. Within fifteen (15) days from receipt of the decision of the Sheriff, the Union shall request from the Michigan Employment Relations Commission a list of names of five (5) qualified arbitrators. A copy of this request shall be given to the Employer. Upon receipt of this list of names, the Union Representative processing the grievance and the Employer's Representative shall alternately strike names from the list, with the right of first strike being decided by a flip of a coin. After two names have been struck by each party, the one remaining will be the arbitrator. It shall be the responsibility of the Union to notify the Commission of the selection.

19.3: Arbitrator's Powers: The arbitrator shall have no power to amend, add to, alter, ignore, change, or modify the provisions of this Agreement or the written rules or regulations of the Department or of the Employer, and the arbitrator's decision shall be limited to the application and/or the interpretation of the above and to the specific issue presented to him. No decision of the arbitrator shall contain a retroactive liability prior to the date of the written grievance. However, within the limitations of this provision, the arbitrator shall have the power to award to either party the remedy he considers appropriate to the circumstances. The arbitrator shall interpret the agreement in the light of the laws and precedents applicable to and affecting the public sector. The arbitrator shall render his decision in writing as soon after the hearing as possible, and the fees and expense of the arbitrator shall be borne equally between the parties hereto. The decision of the arbitrator shall be final and binding upon the parties, including the Union, its members, the employee's) involved, the Employer and its officials, including

the Sheriff, Board of Commissioners, and their designated representatives.

19.4: For the purpose of the Grievance Procedure, a "day" shall mean any day, Monday through Friday, and shall not include the day on which the grievance is presented or appealed by the Union or an employee, nor the day it is returned by the Employer.

19.5: Any time limit specified in the Grievance Procedure may be extended by mutual agreement of the parties.

19.6: A grievance presented at any step shall be dated and signed by the Union representative or the employee presenting it, and any answer given in return to the Union representative or to the employee shall be dated and signed by the Employer.

19.7: Any grievance not appealed by the employee or the Union within the time limits specified shall be deemed settled on the basis of the Employer's last answer.

19.8: All dispositions of written grievances shall be in writing with one copy going to the Sheriff, and another copy to the President of the Union.

19.9: Individual Grievance. Notwithstanding any other provisions herein, individual employees may present their own grievances to the Employer and have them adjusted without the intervention of the Union Representative or Union officers, provided, however, that the Employer has given the Union Representative notice and an opportunity to be present at such adjustment at Step 2 or subsequent thereto. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Union.

19.10: Expedited Grievances. Should an employee who has been discharged or who has been given a disciplinary suspension consider such action to be improper, a grievance may be processed initially at Step 3 of the Grievance Procedure.

19.11: Suspension Pending Investigation. The Sheriff may suspend an employee pending investigation for a period not to exceed fourteen (14) days. If the investigation discloses that the employee did not commit the alleged offense, he shall not suffer any loss of pay or benefits while on suspension.

19.12: Consolidated and Policy Grievances. Grievances affecting more than one employee shall be treated as a policy grievance and entered directly at Step 3 of the Grievance Procedure by the Union. Grievances arising under an identical set of facts, circumstances or incidents shall be considered and handled as one grievance. If the matter is resolved or is taken to arbitration, the decision shall apply to all employees so involved. In such consolidation and policy grievances, the Union Representative will sign on behalf of all Grievants.

19.13: Timeliness. No grievance shall be considered unless it has been initiated and processed within the time limits provided herein. Saturdays, Sundays and holidays shall not be counted.

ARTICLE XX SPECIAL MEETINGS

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

ARTICLE XXI PROMOTIONAL PROCEDURES

21.1: The following promotional procedure will be adhered to for all promotions up to and including Sergeant. The position of Undersheriff and Executive Officer are excluded from this process.

21.2: It is the intent to promote from within the department whenever practical and feasible.

21.3: The Union recognizes that a particular opening may require an individual with special knowledge, experience or training not then available within the department. Under such circumstances, the Sheriff may fill such opening(s) without reference to the above provisions or the procedure outlined herein.

21.4: To provide for the replacement, transfer or temporary assignment of positions during unusual or emergency circumstances, the Sheriff reserves the right to alter and or suspend all of the procedures set forth in this procedure, in which case, the union shall be notified of this action.

21.5: Procedure: The following procedure shall normally be followed for promotions up to and including the rank of Sergeant:

Procedure

1. Requirements for Promotion Eligibility

Sergeant

- Service time-minimum of four (4) years of full-time MCOLES recognized law enforcement service or Corrections Officer/Deputy duties (two (2) years with the department in this capacity is preferred) at the time of the written examination.
- Written examination

Detective

- Service time-minimum of four (4) years of full-time MCOLES recognized law enforcement service at the time of the yearly written examination.
- Written examination

Court Services

- Service time-minimum of two (2) years of fulltime Corrections Deputy experience with the department.
- Written examination

Lateral Transfers of positions

- Lateral transfers from the position of Sergeant may be requested by the employee or initiated by the Sheriff.

2. Promotional List Establishment for Sergeant, Detective, and Court Services

The initial eligibility list of up to five candidates shall be established annually after adding the candidate's points from the written exam, supervisor evaluation, command evaluation, educational level, and length of service. A separate eligibility list shall be established for each position (Sergeant, Detective, Court Services)

If a vacancy occurs on the eligibility list prior to the oral board examination, the next highest candidate shall be added to the list to return it to five candidates if there are additional candidates eligible.

An established promotional eligibility list shall remain active until the next written examination is completed.

Elements used to compile promotional scores shall be weighed as follows.

Written Examination	0-25 Points
Supervisor Evaluation	0-15 Points
Command Officer Evaluation	0-10 Points

Educational Level		0-5 Points
High School	1 Point	
Associates	2 Points	
Baccalaureate	3 Points	
Masters	4 Points	
Doctorate	5 Points	
Length of Service		0-5 points
(MCOLES or Corrections Council recognized) at the time of the written examination.		
Three to Five Years	1 Point	
Five to Ten Years	3 Points	
Ten to Fifteen Years	4 points	
Fifteen Years and Over	5 points	
Total		0-60 Points

The candidates receiving the five highest point totals shall be placed on the promotional eligibility list for each position.

Promotion

When an opening occurs, an oral board examination shall be held. The Oral Board Examination value is from 0-15 points.

A total of 75 points can be achieved during the entire promotional process. The candidates receiving the three highest point totals shall be considered for the promotion.

After the top three candidates are determined, the Sheriff shall consider each candidate's performance in the promotional process, performance evaluations for the past three years, personnel file, and history as an employee with the department then select first, second, and third on the list for promotion. Any subsequent openings for the position while the list is in effect shall be filled by the second and then third selections.

3. Written Examination

The written examination shall be required to be taken in order to be considered for promotion.

Upon written announcement of a promotional examination, interested candidates are to submit in writing, to the Sheriff, a request to participate in the exam. The written request must specify position(s) being sought. They would include:

- Sergeant - Law Enforcement Division
- Sergeant - Corrections Division
- Detective- Law Enforcement Division, Investigative Services
- Court Services - Corrections Division

These examinations shall be administered annually as determined by the Sheriff.

The written examination will be of a type as determined by the Sheriff and will include material(s) relative to the position(s) being tested for. The examination shall be based on a resource list of topics that pertain to the position. The Sheriff may decide to use a third party organization or person(s) to provide the examination materials. The Sheriff also reserves the right to administer additional projects and/or assignments in conjunction with the written examination.

4. Oral Board Examination

Only those candidates qualifying for the eligibility list for the position to be filled will be allowed to participate in the oral examination.

The Oral Board will be comprised of Administrative and/or Command Staff members as designated by the Sheriff. In addition, one person from an outside agency shall be on the panel. The number of persons on the Oral Board panel will not exceed four; however, a minimum of three persons will be active participants in the interview process.

Material to be covered in the oral examination shall include:

- Education and experience
- Discipline and commendations
- Performance evaluations and work record
- Training levels
- Personal profile
- Knowledge of position being sought
- Other-Oral examiner's discretion

In addition, at the discretion of the Sheriff, an assessment exercise may be conducted in conjunction with the Oral Board.

5. Posting and Review of Scores

An alphabetical list shall be posted when the top five candidates for each position are determined.

A promotional list for the positions of Sergeant, Detective, and Court Services indicating first, second, and third shall be posted when the promotional process is completed.

Candidates, at their choosing, shall be allowed to review their point totals prior to the oral examination.

Each interested candidate may meet with the Sheriff and/or Undersheriff to review any portion of their involvement in the promotional process.

The Sheriff and Undersheriff will maintain all documentation relative to the promotional process.

21.6: Salary placement upon promotion to Detective:

A deputy promoted to Detective shall receive one hundred and six percent (106%) of his/her current deputy rate of pay. Normal salary step increases for which the employee may be eligible shall be at one hundred and six percent (106%) of the deputy salary step schedule.

ARTICLE XXII
VALIDITY

22.1: The provisions of this Agreement shall supersede any existing rules and regulations of the County and/or any of its Boards or agencies which may be in conflict therewith.

22.2: If any parts of this Agreement are found to be illegal, such illegality shall not in any way affect any other parts of this Agreement.

ARTICLE XXIII
CONDITIONS OF EMPLOYMENT

23.1: First Aid Training. All and corrections officers shall obtain and maintain Red Cross standard first aid certification and CPR certification.

23.2: Firearms Qualification. Each employee who carries a firearm by virtue of his appointment shall each year qualify by scoring a minimum of seventy percent (70%) of the total possible points on a course of fire designated by the training officer for the type of weapon carried by the employee. Reasonable amounts of ammunition and shooting facilities for practice and qualification will be provided by the Department under rules specified by the training officer. Employees who fail to qualify shall receive special firearm training over a period of time.

23.3: Residency. All employees covered by this Agreement are required to establish a bona-fide residence and their primary domicile within twenty (20) miles of the Ottawa County border within six (6) months of the completion of their probationary period and to maintain this residency required as a condition of continued employment.

ARTICLE XXIV
TUITION REIMBURSEMENT

24.1: In advance of taking an accredited extension or similar formal educational course in an area related to his work and position, an employee may apply to the Employer for reimbursement of tuition costs for the course or courses. The

Employer shall have full discretion to grant or deny any such requests. Reimbursement shall be subject to the satisfactory completion of the authorized course by the employee. If reimbursement is allowed, the employee agrees to remain in the County's employment for at least one (1) year after completion of the course. If the employee leaves the County's employment before such time, the employee shall repay the County a proportionate share of the reimbursed expenses.

ARTICLE XXV
LONGEVITY

25.1: All bargaining unit employees who have performed continuous service with the Employer for the number of years set forth below shall be eligible for longevity payments in accordance with the following provisions:

<u>Years of Completed Continuous Service with the Employer as of October 1st of Each Year</u>	<u>Amount of Payment</u>
5 Years	\$250.00
For Each Completed Year After 5 Years	\$ 50.00 Additional

25.2: Longevity payments shall be made annually, in lump sum amount, not later than December 15th of each year. Part-time employees and employees who are absent without pay for more than sixty (60) scheduled work days during the year, October 1st to October 1st, shall receive a pro-rata longevity payment based on the ratio of their paid time in relation to full-time equivalents.

Employees who qualify for longevity and convert from part-time to full-time status shall receive a pro rata longevity amount for the year in which they convert (October 1st to October 1st) based upon the hours worked in relation to full-time. Following completion of their first full year of full-time employment they shall be eligible to receive the full longevity amount.

Effective 9/1/2004: Employees hired into the bargaining unit after 9/1/2004 will not be eligible for longevity pay. County

employees who are transferred into this bargaining unit after January 1, 2009, will be eligible for longevity pay only if they were previously eligible to receive it, with no interruption in compensation pay.

ARTICLE XXVI
DEFERRED COMPENSATION PROGRAM

Employees will be eligible to participate in the Employer sponsored deferred compensation plan(s). The employer will contribute a twenty percent (20%) match (up to \$1,000 annual maximum Employer match) on each employee's contributions subject to the terms and conditions of the plan.

Effective January 1, 2008, employees retiring under this collective bargaining agreement may contribute final payoffs (i.e. vacation, sick bank elimination account, longevity) upon retirement to their deferred compensation plan. The retiring employee will be responsible for and limited to the maximum annual contribution as established by Internal Revenue Service guidelines. The Employer will not contribute any matching funds on these final contributions. (LOU dated 1/3/08)

ARTICLE XXVII
COURT SERVICES OFFICER POOL

Section 27.1. The employer may establish a "pool" of Corrections Officers who can serve as Court Services Officers when assigned to do so by the employer. The employer will have the ability to establish a general interview session for those Corrections Officer staff members who have expressed in writing an interest in being placed in this "pool". Those employees selected to become members of the "pool" as described will be trained accordingly by the employer to meet the standards required for a Court Services position.

Section 27.2. When a "pool" member is assigned to Court Services duties by the employer, that employee will be paid at the Court Services position rate of pay while working in that capacity.

Section 27.3. It is understood that this agreement allows for a maximum of five (5) "pool" members at any one time as described unless otherwise agreed to by the parties. This level of "pool" membership will typically be maintained by published postings issued by the employer when applicant opportunities are made available. There is no expectation on the part of any of the "pool" members that they are in any way guaranteed a permanent Court Services position because of their "pool" membership.

Section 27.4. The employer is not compelled to use the services of "pool" members in any particular order of assignment and there are no expectations that the employer will schedule these assignments evenly for the "pool" members. This will be left to the sole discretion of the employer in all cases. In the event overtime is involved, the overtime protocol will be followed.

Section 27.5. This "pool" procedure does not replace the procedure already in existence for the promotion of staff member(s) to a permanent position with the Court Services unit, should a permanent position become available.

ARTICLE XXVII
DURATION

26.1: (i) For employees in all classifications this Agreement shall be effective January 13, 2009, and shall remain in full force and effect until December 31, 2011, and shall become automatically renewable from year to year thereafter, unless either party wishes to terminate, modify or change this Agreement, in which event, notification of such must be given to the other party in writing sixty (60) days prior to the expiration date of this Agreement, or any anniversary date thereof.

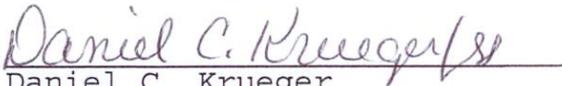
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 12th day of MARCH, 2009.

For the COUNTY


Donald Disselkoen, Chairperson
County Commissioner

For the POAM

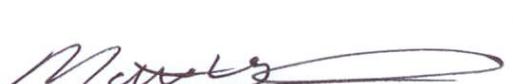

James Devries,
Business Agent


Daniel C. Krueger
County Clerk

For the SHERIFF


Gary A. Rosema
Sheriff

For the LOCAL ASSOCIATION


Matthew VanLiere
President

ARTICLE XXVII
DURATION

28.1: (i) For employees in all classifications this Agreement shall be effective February 8, 2011, and shall remain in full force and effect until December 31, 2011, and shall become automatically renewable from year to year thereafter, unless either party wishes to terminate, modify or change this Agreement, in which event, notification of such must be given to the other party in writing sixty (60) days prior to the expiration date of this Agreement, or any anniversary date thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 26th day of July, 2011.

For the COUNTY


Phillip Kuyers, Chairperson
County Commissioner

For the POAM


James Devries,
Business Agent


Daniel C. Krueger
County Clerk

For the SHERIFF


Gary A. Rosema
Sheriff

For the LOCAL ASSOCIATION


Matthew VanLiere
President

APPENDIX A
Salary Schedule

Effective 1/1/2009: Increase the 2008 salary schedule by 2%.

Effective 1/1/2010: Increase the 2009 salary schedule by 2%.

Effective 1/1/2011: 0% Increase

		A Step	B Step	C Step	D Step	E Step
		Start	1 Year	2 Year	3 Year	5 Year
Corrections Officer						
1/1/2009	Annual	\$35,157	\$41,711	\$43,064	\$44,163	\$46,747
	Hourly	16.9031	20.0536	20.7047	21.2324	22.4748
1/1/2010	Annual	\$35,861	\$42,545	\$43,926	\$45,046	\$47,682
	Hourly	17.2412	20.4547	21.1188	21.6570	22.9242
1/1/2011	Annual	\$35,861	\$42,545	\$43,926	\$45,046	\$47,682
	Hourly	17.2412	20.4547	21.1188	21.6570	22.9242
Court Services Officer						
1/1/2009	Annual	\$37,563	\$44,565	\$46,012	\$47,184	\$48,330
	Hourly	18.0606	21.4258	22.1218	22.6851	23.2357
1/1/2010	Annual	\$38,314	\$45,456	\$46,932	\$48,128	\$49,296
	Hourly	18.4218	21.8543	22.5642	23.1388	23.7004
1/1/2011	Annual	\$38,314	\$45,456	\$46,932	\$48,128	\$49,296
	Hourly	18.4218	21.8543	22.5642	23.1388	23.7004

Animal Control Officer

1/1/2009	Annual	\$31,538	\$38,214	\$39,216	\$40,296	\$40,766
	Hourly	15.1628	18.3724	18.8539	19.3732	19.5995
1/1/2010	Annual	\$32,169	\$38,979	\$40,000	\$41,102	\$41,582
	Hourly	15.4661	18.7399	19.2310	19.7606	19.9915
1/1/2011	Annual	\$32,169	\$38,979	\$40,000	\$41,102	\$41,582
	Hourly	15.4661	18.7399	19.2310	19.7606	19.9915

Clerk Typist II/Matron

1/1/2009	Annual	\$27,419	\$30,481	\$31,356	\$32,273	\$32,671
	Hourly	13.1824	14.6544	15.0750	15.5161	15.7074
1/1/2010	Annual	\$27,967	\$31,090	\$31,983	\$32,918	\$33,324
	Hourly	13.4460	14.9475	15.3765	15.8265	16.0215
1/1/2011	Annual	\$27,967	\$31,090	\$31,983	\$32,918	\$33,324
	Hourly	13.4460	14.9475	15.3765	15.8265	16.0215

APPENDIX B

For 2011, Ottawa County employees have a choice of three health insurance plans through Priority Health. The plans are PriorityPOS High Plan (100/80), a PriorityPOS Low Plan (90/70) and a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). These plans offer a choice of two benefit levels. The Preferred Benefits level applies when a Primary Care Provider (PCP) or other Participating Physician coordinates medical care. The Alternate Benefits level applies when medical services are used without coordinating with a PCP or other Participating Physician and when using out-of-network services without receiving prior approval from Priority Health. Services that are excluded from coverage are not paid at either benefit level. The PriorityHSA plan combines a Health Savings Account (HSA) with a high-deductible POS health plan. This plan has a \$1,200 Individual and \$2,400 Family Deductible. Deductible amounts paid are included in any out-of-pocket maximums. The Deductible is applicable to all covered services except routine maternity care services received in a PCP's office, or preventive health care services that are listed in Priority Health's Preventive Healthcare Guidelines. After the HSA out-of-pocket maximum is met, all covered services (both medical and Rx) are covered at 100% for the remainder of the plan year. The employee contributions vary depending on which plan you choose. Appendix C illustrates the rates for all three plans.

Delta Dental is providing the dental insurance in 2011. Employees have a choice between two plans; Basic and Upgrade. The Basic Dental Plan coverage level is 60% for any Class I, II, or III level benefits. This plan has a maximum benefit level of \$1,200. The Upgrade Dental Plan coverage level is 100% for any Class I, II, or III level benefits. This plan has a maximum benefit level of \$1,400. Employees will pay 10% of the cost of the Basic Dental Plan. Employees will pay 10% plus the difference between the Basic Dental Plan and the Upgraded Dental Plan if they choose the Upgraded Dental Plan. Appendix C illustrates the rates for both plans.

National Vision Administrators provides the optical insurance in 2011. Employees have a choice between two plans; Option 1 and Option 2. The Option 1 Vision Plan covers examination, lenses and frames every two years. The Option 2 Vision Plan covers examination and lenses every year and frames every two years. Employees will pay 10% of the cost of Option 1 Vision Plan. Employees will pay 10% plus the difference between the Option 1 Vision Plan and Option 2 Vision Plan if they choose the Option 2 Vision Plan. Appendix C illustrates the rates for both plans.

Appendix C
HEALTH INSURANCE CO-PAYMENT – 2011 Full-Time Rates*

Priority Health - 100/80 POS Plan

10%

HEALTH				2011
Deduction	2011	2011	10%	Bi-Wk
Code/Description	Benefit	Co. Cost	Annual Co-Pay	Deduction
366 - Single	5,037.72	4,533.95	503.77	19.38
376 - 2 Person	11,334.24	10,200.82	1133.42	43.60
386 - Family	14,105.28	12,694.75	1410.53	54.26

Priority Health - 90/70 POS Plan

5%

HEALTH				2011
Deduction	2011	2011	5% Annual	Bi-Wk
Code/Description	Benefit	Co. Cost	Co-Pay	Deduction
365 - Single	4,566.24	4,337.93	228.31	8.79
375 - 2 Person	10,274.28	9,760.57	513.71	19.76
385 - Family	12,785.88	12,146.59	639.29	24.59

Priority Health - 100/80 H.S.A. POS Plan

5%

HEALTH				2011
Deduction	2011	2011	5% Annual	Bi-Wk
Code/Description	Benefit	Co. Cost	Co-Pay	Deduction

367 - Single	2,979.36	2,830.39	148.97	5.73
377 - 2 Person	6,703.44	6,368.27	335.17	12.90
387 - Family	8,342.16	7,925.05	417.11	16.05

Delta Dental – Basic*				2011	
Deduction Code/Description	2011 Benefit	2011 Co. Cost	10% Annual Co-Pay	Bi-Wk Deduction	
640 - Single	310.68	279.61	31.07	1.20	
650 - 2 Person	528.00	475.20	52.80	2.04	
660 - Family	911.52	820.37	91.15	3.51	

Delta Dental – Upgrade*				2011	
Deduction Code/Description	2011 Benefit	2011 Co. Cost	10% Annual Co-Pay	Bi-Wk Deduction	
700 - Single	310.68	279.61	31.07		
Diff - Basic & Upgrade (456.48)			145.80		
			<u>176.87</u>	6.81	
710 - 2 Person	528.00	475.20	52.80		
Diff - Basic & Upgrade (814.32)			286.32		
			<u>339.12</u>	13.05	
720 - Family	911.52	820.37	91.15		
Diff - Basic & Upgrade (1,405.80)			494.28		
			<u>585.43</u>	22.52	

National Vision – Basic*				2011	
Deduction Code/Description	2011 Benefit	2011 Co. Cost	10% Annual Co-Pay	Bi-Wk Deduction	
900 - Single	49.56	44.60	4.96	0.20	
910 - 2 Person	89.28	80.35	8.93	0.35	
920 - Family	129.00	116.10	12.90	0.50	

National Vision – Upgrade*				2011	
Deduction Code/Description	2011 Benefit	2011 Co. Cost	10% Annual Co-Pay	Bi-Wk Deduction	
1000 - Single	49.56	44.60	4.96		
Diff - Basic & Upgrade			13.20		
(62.76)			18.16	0.70	
1010 - 2 Person	89.28	80.35	8.93		
Diff - Basic & Upgrade			23.64		
(112.92)			32.57	1.26	
1020 - Family	129.00	116.10	12.90		
Diff - Basic & Upgrade			34.08		
(163.08)			46.98	1.81	

Opt Out		2011 Bi- wk Payment
Annual	2400.00	92.31

APPENDIX D
Pension Enhancement Calculation Example

Once MERS has established the cost of the enhancement requested and the union has accepted the results of the MERS calculation, Ottawa County will implement a plan as follows for future increases and decreases in the contribution rates for subsequent plan years.

As an example, if the new contribution rate is 3% for the employee and 9% for the County (Employer), then subsequent years will be 25% for the employee and 75% for the employer then the following will be contributed in future years by the employee and the employer:

	<u>Total contribution is 16%</u>	<u>Total contribution is 8%</u>
Employee Contribution	16% times 25% or 4%	8% times 25% or 2%
Employer Contribution	16% times 75% or 12%	8% times 75% or 6%

While these examples are extremes to the current 12% contribution, it may better illustrate the risks and opportunities to the employee and employer based on what may happen.

Date: February 10, 2011-Fiscal Services

Pension Enhancement Calculation-Actual

2009 Annual Evaluation	
Employer contribution	10.49%
Employee contribution	1.27%
Total	11.76%
Supplemental Evaluation B-3	
+ Cost to Employees	2.58%
Total 2009 Evaluation (Annual + Supplemental) =14.34%	
1 st Year Contributions	
Employer contribution =	10.49%
Employee Contribution =	3.85%
Future years, Contributions by Employer/Employee as a percentage,	
3.85% /14.34% - Employees =	26.85%
Employer =	73.15%