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ORIGINAL FOR EXECUTION
November 11, 1998

AGREEMENT

Between

BARRY COUNTY BOARD OF COMMISSIONERS
and SHERIFF OF BARRY COUNTY

-and-

GOVERNMENTAL EMPLOYEES LABOR COUNCIL,
BARRY COUNTY CORRECTIONS DIVISION

Barry County

January 1, 1998 through December 31, 1999

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AGREEMENT

This Agreement made and entered into this ____ day of _____, 1998, by and between the Barry County Board of Commissioners and the Sheriff of Barry County, hereinafter called the "Employer," and the Governmental Employees Labor Council , Barry County Corrections Division, hereinafter designated the "Union."

WITNESETH:

Pursuant to and in accordance with the applicable provisions of Act 366, Public Acts of 1947, as amended, the parties hereto have engaged in collective bargaining with respect to the salaries, hours of work, and other conditions of employment for the employees occupying, or who may, during the life of this Agreement, occupy, the job classifications set forth in the Appendices attached hereto, and have agreed as follows:

ARTICLE I

RECOGNITION

Section 1. This Agreement shall apply to all full-time employees of the Barry County Sheriff's Department ("the Department") occupying any of the job classifications set forth in the Appendices attached hereto.

Section 2. The Employer agrees that during the life of this Agreement it will not recognize any organization other than the Union as the collective bargaining agent for the employees occupying, or who may, during the life of this Agreement, occupy, any of the job classifications set forth in the Appendices attached hereto. Nor will the Employer aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 3. The Employer shall make available to each employee covered by this Agreement a copy of the labor agreement.

ARTICLE II

AGENCY SECURITY

Section 1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union for the duration of this Agreement.

Section 2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have completed their probationary period, shall be required as a condition of continued employment to become members of the Union or to pay a representation fee to the Union commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Section 3. All new employees entering the bargaining unit after the effective date of this Agreement shall be required as a condition of continuing employment to become members of the Union or to pay a representation fee to the Union for the duration of this Agreement commencing on the thirty-first (31st) day following the beginning of their employment in the unit.

Section 4. Employees shall be deemed to have complied with the terms of this section if they are not more than thirty (30) days in arrears for membership dues or representation fees, respectively.

Section 5. Employees who fail to comply with the provisions set forth above, shall have their employment terminated immediately upon expiration of the above stated time limit and receipt of written notice of that fact from the Union. The Union will indemnify, defend and hold the Employer harmless in any suit, claim or other action instituted against the Employer on account of the application of this Article.

Section 6. The "representation fee" is that amount of money which is equal to the Union's dues, but does not include any initiation fee or assessment.

ARTICLE III

UNION DUES, INITIATION FEES OR SERVICE CHARGES

Section 1. Payment by Checkoff. During the life of this Agreement and in accordance with the terms of the Form of Authorization of Payroll Deduction of dues or service charge, hereinafter set forth, the Employer agrees to deduct a uniform amount as Union membership dues or service charges from the pay of each employee who executes or has executed the Authorization for Payroll Deduction Form.

Section 2. The Employer shall be required to make dues and fees deductions only as long as it may legally do so. The Union will fully protect and render the Employer harmless against any liabilities for claims resulting from deduction of dues made in accordance with this Article.

ARTICLE IV

RIGHTS OF THE BOARD AND THE SHERIFF

Nothing in this Agreement shall be deemed to limit or curtail the Employer in any way in the exercise of the rights, powers, and authority, which the Employer had prior to January 1, 1969, or thereafter, unless and only to the extent that specific provisions of this Agreement curtail or limit such rights, powers and authority. These rights include, but are

not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer, assign and retain employees in positions within the Sheriff's Department. Further, to suspend, demote, discharge or take such other disciplinary action which is necessary to maintain the efficient administration of the Sheriff's Department. It is also agreed that the Sheriff has the right to determine the methods, means and personnel, employees or otherwise, by which the business of the Sheriff's Department shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the County to the taxpayers thereof. The Sheriff shall also have the power to make Rules and Regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement.

The Union reserves the right to grieve when action taken by the Employer under this section is contrary to the specific limitation of such Employer rights contained in this Agreement.

ARTICLE V

SALARIES

Effective January 1, 1998, up to and including December 31, 1999, the salary schedule set forth in Appendix "A" attached hereto and by this reference made a part hereof, shall remain in full force and effect.

ARTICLE VI

GRIEVANCE PROCEDURES

Section 1. For the purpose of this Agreement, the term "Grievance" means any dispute between the Employer and its employees or the Union regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

Section 2. An employee who believes he/she has a grievance shall informally discuss his/her dispute with his/her immediate supervisor or the Sheriff. In the event the

dispute is not satisfactorily settled at this point, it shall become a grievance, and the following procedure shall become effective.

Section 3. First Step. To be processed hereunder, a grievance must be reduced to writing (in triplicate), state the facts upon which it is based, when they occurred, specify the section of the Agreement which has allegedly been violated, be signed by the employee who is filing the grievance, and be presented to the Sheriff's designated representative within ten (10) days after he knew or should have known of the occurrence of the event upon which it is based. The Employer representative shall give a written answer to the aggrieved and/or his Union representative within five (5) days after the receipt of the written grievance. If the answer is mutually satisfactory, the employee and/or his Union representative shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employer representative.

Section 4. Second Step. If the grievance has not been settled in the first step and if it is to be appealed to the Sheriff, the grievant shall within five (5) days, submit the matter to the Sheriff who shall give a written answer within five (5) days.

Section 5. Third Step. If the grievance has not been settled satisfactorily in the first and second steps, and if it is to be appealed, it shall be appealed to the Sheriff's Department grievance board within 10 calendar days of the Step 2 Answer, composed of the Sheriff (or his representative) and a majority of the Personnel Committee of the Board of Commissioners, who shall schedule a meeting within ten (10) days after receipt of the grievance. The meeting shall take place within 30 calendar days of the receipt of the grievance. The Employer shall give a written answer within ten (10) days after meeting. The Labor Council Field Representative, Union Steward, and the County Administrator and/or County Attorney may attend the meeting. If the disposition made by the Grievance

Board is still not satisfactory or if the Grievance Board does not take action on it after ten (10) days after the meeting, then the grievance may be submitted within fifteen (15) calendar days after such disposition by the Grievance Board, to binding arbitration. If the grievance is not submitted to binding arbitration by written demand to the Employer within the time limits described above, it shall be conclusively considered settled on the basis of the last answer to the grievance.

If notice of appeal to arbitration is timely given, the parties will assign an arbitrator from the following panel of three (3) arbitrators that have been selected by the parties:

1. Mario Chiesa
2. Mark Glazer
3. David Grissom

If an arbitrator becomes permanently incapacitated, or if the case is a termination case and the Arbitrator is not available within 120 calendar days, the parties will substitute a mutually acceptable alternate.

Section 6. The parties agree that the Arbitrator and the arbitration shall be subject to the following:

1. The Arbitrator shall be empowered to rule only on those grievances which are properly submitted through the grievance procedure.
2. He shall not add to, detract from, ignore, or change any of the terms of this Agreement.
3. Back pay shall be limited to the amount of the base wage the employee would have earned less any amount received by him from other employment or unemployment compensation which he is permitted to retain.

4. It shall be the responsibility of the Arbitrator to render a decision within thirty (30) days of the closing of the case if possible.

5. The parties agree that the arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

6. Only one grievance shall be presented to an Arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same Arbitrator.

7. The charges of the Arbitrator for his fees and expenses shall be borne equally by the parties.

Section 7. Policy grievances by the Union may be submitted directly to the Second Step within fifteen (15) days of the time it knew or should have known of the occurrence.

Section 8. Time limits at any step of the grievance procedure may be extended only by mutual written agreement between all parties involved. In the event the grievant does not appeal a grievance from one step to another within the time limit provided, the grievance will be considered as being settled on the basis of the last answer. Failure of the Employer to respond to a grievance at any stage within the time limits specified, shall be considered a denial of the grievance and it may be processed at the next step.

Section 9. An aggrieved person may withdraw further consideration of a grievance at any stage of the procedure.

Section 10. Days referred to in this Article shall be Monday through Friday, excluding Saturdays, Sundays and Holidays.

Section 11. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the

affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE VII

DISCHARGE AND DISCIPLINE

Section 1. The employer may discipline any non-probationary employee as defined under Article IX, Section 7, for just cause.

Section 2. Investigatory Complaints. In the event a complaint is made against an employee which may result in disciplinary action, the following procedure shall apply:

- (a) If, in the investigation of a complaint, an employee is requested to appear before an Employer representative, the employee shall be fully advised of the nature of the complaint and that the investigation may result in disciplinary action.
- (b) Upon the request of the employee for Union representation, such request shall be granted and the Union shall provide such representation. When such representation has been requested, no questioning shall commence until the Union representative is present.
- (c) Employees shall be required to answer questions relating to performance as an employee of the Sheriff's Department as it relates to the complaint. Refusal to answer such questions may result in disciplinary action, including discharge.

Section 3. If the disciplinary action involves discharge or a disciplinary lay-off, the Employer representative effecting the disciplinary action shall meet with the employee and the employee's steward if the employee requests, or in the steward's absence, another Union representative if one is working. The Union representative shall be given the right to meet with the disciplined employee before the employee leaves the premises.

Section 4. Charges and Specifications. The charges and specifications resulting in such discipline or discharge shall be reduced to writing and copies shall be furnished to the employee against whom the charges are brought and, if the employee wishes, to the Union.

Section 5. Specific Section. Such charges and specifications shall state the specific sections of the rule or regulation, if a violation of a rule or regulation is the basis of the charge, and/or appropriate law or ordinance, if applicable, which the employee is alleged to have violated.

Section 6. Past Infractions. In imposing any discipline on a current charge, the Employer will not base its decision upon any prior infractions or departmental rules or regulations which occurred more than two (2) years previously unless that prior discipline resulted in disciplinary time off.

Section 7. Suspension Pending Investigation. In the event an employee is suspended pending investigation for any reason and as a result of the investigation is exonerated of the charges causing the suspension, the employee shall be compensated for all back wages lost due to the suspension.

Section 8. If there is to be a grievance concerning such disciplinary action, it shall be in writing and filed at Step Two of the Grievance Procedure no later than the end of the fifth (5th) day following the date of the disciplinary action.

Section 9. If an employee who is disciplined fails to file a grievance within the time specified above, or if, upon the hearing of the grievance, the employee is found to have been properly disciplined, then the discipline shall be absolute as of the date of the discipline.

Section 10. If it is found that the employee should not have been disciplined, or that the penalty assessed was too severe, then the employee's grievance shall be settled as shall be determined by the Employer and the Union at the Step Three hearing, and the employee's payroll and personnel records shall be adjusted accordingly. If the employee is exonerated of the charges causing the suspension, he shall be compensated for all back wages due to the suspension. Such wages shall be based on regular base pay hours and not include overtime.

Section 11. If, at the Step Three hearing, the Employer and the Union are unable to agree upon a disposition of the matter mutually satisfactory to them, the Union may appeal the grievance to arbitration.

Section 12. Days referred to in this Article shall be Monday through Friday, excluding Saturdays, Sundays and Holidays.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1. The work of unit employees shall be scheduled by the Employer to meet the needs of the Department. Schedules shall be posted at least one week in advance. The Employer retains the right to schedule or require reasonable amounts of overtime work (not during vacation periods).

Section 2. The regular, contracted-for work day for full time employees shall consist of eight hours of work for a five day work week. Employees shall be paid for working the hours at the rates hereinafter provided in Appendix "A".

An employee covered by this Agreement who is required by the Sheriff to work time in excess of eight (8) hours per day or eighty (80) hours during a given pay period will receive additional pay at time and one-half his hourly rate for all such hours. This overtime work must be scheduled by the Sheriff, Undersheriff or a supervisor specifically so authorized by Sheriff, if it is to result in additional compensation; providing, however, that employees shall be paid for all hours of work they are required to remain at work.

Section 3. The Employer reserves the right to establish shift starting and quitting times. The Union will be notified one week in advance of general changes in starting and quitting times.

Section 4. An employee scheduled to work in excess of his regular scheduled hours during a given pay period may, with advance notification, at the option of the Sheriff or his designee, be given compensation time for such time worked in place of overtime pay. Compensatory time will be charged at the applicable rate earned, i.e. either straight time or time and one-half, except that in the case of non-mandatory training, the Sheriff or his designee may offer the employee straight time compensatory time or pay (i.e. 8 hours for 8 hours) for time spent in such training.

The employee earning the overtime shall have the option of taking compensatory time off at a future date in conformity with Command Officers, schedules and work conditions as approved by the Sheriff or his designee. Each employee shall be allowed to accumulate up to and including 160 hours of compensatory time.

Section 5. Court Time. Any employee who is required to appear in Court during off-duty time to testify about a job related matter, will be paid at the rate of time and one-half

his regular hourly rate. Such an employee shall be guaranteed a minimum of two hours show-up time, unless the time is contiguous with his regular shift.

Section 6. Leave Days. Leave days shall not be changed, switched or rescheduled to avoid paying time and one half except by mutual agreement between the parties.

Section 7. Call Back. If an employee is called back to work on any other shift, he will be compensated for a minimum of two (2) hours overtime unless such call back shall extend past two (2) hours in which case he shall be paid overtime for hours or portions thereof worked.

Section 8. Any employee covered by this Agreement who is required to remain at his post during his full eight (8) hour shift shall be furnished a meal by the Employer.

ARTICLE IX

SENIORITY

Section 1. Departmental seniority is defined as continuous length of service with the Employer from date of last hire. Classification seniority is defined as continuous length of service with the Employer in the employee's present job classification (Corrections Officers will be given credit for the time they worked as dispatchers in determining their seniority in the Corrections classification). Seniority shall equal the time actually spent on the active payroll, plus approved leaves of absences, unless otherwise provided in this Agreement. A permanent full-time employee will begin to accumulate seniority upon the expiration of his probationary period, at which time his name will be placed on the seniority list as of his last date of hire as a full-time employee of the Department. Seniority shall entitle an employee only to those benefits as are expressly provided in this Agreement.

Section 2. A seniority list shall be prepared and a copy posted on the Bulletin Board. It shall be revised and kept current from time to time by the Employer.

Section 3. Seniority shall apply in all cases of promotion or increases or decreases of forces provided the employees under consideration have the skill and ability to perform the work. In determining the skill and ability the Employer shall have the right to consider the following factors:

- (a) Ability to perform the work
- (b) Physical fitness
- (c) Prior satisfactory experience
- (d) Test results on written or oral tests prescribed by the Employer.

Section 4. An employee who transfers into a new classification shall have an eighty (80) work day probationary period. During the eighty (80) work days of the probationary period, the employee shall have the opportunity to revert back to his former position's classification. The Employer may require that the employee revert back to his former classification at any time during the probationary period. The decision of the employer during the eighty (80) work day probationary period is not subject to the grievance procedure. During the probationary period, the employee will receive the rate of the job he is performing.

Seniority during any probationary period will be measured from entry date into the classification only. During a probationary period, the employee shall retain seniority in his former classification. At the successful conclusion of the probationary period, the employee's classification seniority date for layoff and promotion will be changed to the employee's present classification.

Section 5. Temporary Assignments. Any employee assigned by the Sheriff to perform the duties of a higher ranking position for a period in excess of thirty (30) consecutive working days shall be paid at the rate of pay applicable to the position

involved. The increased pay rate shall commence on the thirty-first (31st) consecutive day in which the employee has held the assignment, and shall continue until the employee is reassigned to his or her normal (or another) lower ranking position. The Employer shall make assignments to temporary vacancies in higher positions based on all appropriate factors, one of which shall be seniority. When, in the opinion of the Employer, the vacancy is no longer temporary, but permanent, he shall follow the rules and regulations currently used by the Sheriff'S Department to fill the permanent vacancy.

Section 6. Seniority shall be lost and employment relationship shall end under the following conditions:

- (a) By quit or discharge for cause, which discharge is not reversed through procedures set forth in this Agreement.
- (b) Failure to report for work on two consecutive work days without notifying the Sheriff or his designee without reasonable justification. (This does not prohibit disciplinary action for unexcused absences of less than two work days.)
- (c) Failure to return to work upon recall from a layoff.
- (d) Failure to return to work or notify the Sheriff or his designee without reasonable excuse at the expiration of a leave of absence.
- (e) Laid off for more than twenty-four (24) months.
- (f) Retirement.
- (g) He is convicted or pleads guilty or nolo contendere to a felony.

The seniority of an employee that has been lost under the above provisions may be restored in full or in part by mutual agreement between the Sheriff, the employee, and the Union.

Section 7. Probationary Period. All employees shall be considered to be on probation, and shall have no seniority until they have actually worked for 2,080 hours following the first day of work for the department. Paid time off for vacation, holidays and employer paid sick days shall be counted as time worked. During this period, an employee is employed at will and may be laid off or discharged without regard to this Agreement.

ARTICLE X

LAYOFFS

Section 1. Lay Off. Layoff shall mean a reduction in the work force. The duties performed by the laid off employee may be reassigned to other employees working in that classification.

Section 2. Order of Lay Off. Lay off of employees within a classification shall be made by inverse order of their classification seniority.

"Classification" for purposes of this Agreement shall mean the following groups:

Corrections

Clerk/Typists

Mechanics

Cooks

In cases of lay off, the laid off or bumped employee may bump into another classification provided there is an employee in the classification with less departmental seniority and provided the bumping employee has the qualifications, skill and ability to perform the job without training.

Section 3. Notice of Lay Off. The Sheriff shall give written notice to the employee and Union of any proposed lay off. Such notice shall be submitted at least one calendar week before the effective date thereof unless there are unforeseen circumstances which do not allow such advance notice.

Section 4. Recall Procedure. When the working force is increased after lay off, employees will be recalled in inverse order of lay off. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an Employee fails to report for work within ten (10) calendar days from the date the notice of recall is mailed, he shall be considered to have quit.

Section 5. Benefit Continuation. The Employer shall continue to pay its share of the cost of life and health insurance premiums for laid off employees to the end of the month in which the layoff occurs and for the following four (4) months, if not prohibited by the insurance carriers, unless the employee obtains comparable life and health insurance from other employment or through his spouse. Thereafter, the laid-off employee may continue his health insurance in accordance with the federal law commonly known as "COBRA" and/or his life insurance for a period determined by the insurance carriers by paying 102% of the premiums. Payments should be made through the County Clerk's office.

ARTICLE XI

WORK BY NON-BARGAINING UNIT EMPLOYEES

Non-bargaining unit employees may perform work covered by this Agreement on a non-overtime basis provided that it does not result in a reduction in the regular contracted-for work week of full-time bargaining unit employees.

Non-bargaining unit employees may perform work covered by this Agreement on an overtime basis provided that the overtime work has first been offered to all available unit members in the job classification that regularly performs the needed operation or other job classifications who have the qualifications, skill and ability to perform the work without training.

ARTICLE XII

LEAVES OF ABSENCE

Section 1. Family and Medical Leave. The Employer and the Union agree that the Employer shall have the right to develop, approve and implement policies on family and medical leave which comply with the Family and Medical Leave Act of 1993.

Section 2. Extended Sick Leave. An employee with seniority shall be granted a leave of absence without pay for up to one year because of illness or injury following the exhaustion of paid disability insurance, accumulated sick leaves and time off for family and medical leave pursuant to the policies adopted by the Employer under Section 1 above. During such a leave of absence, seniority shall be retained but it shall not be accumulated. The employee will not accrue any vacation or sick leave time after 30 days. The employee is responsible to maintain at his own expense the employee group life insurance, hospitalization and surgical insurance during this period. A request for Extended Sick Leave shall be accompanied by a licensed physician's written certification as to the necessity and anticipated length of the requested leave. A pre-requisite for reinstatement from a sick leave is that the employee present a written certificate from a licensed physician verifying that he is capable of returning to work.

The Employer reserves the right, at its expense, to require the employee to submit to an examination by a physician of its choice before granting such a leave of absence, during the leave or before reinstating the employee from such a leave of absence. In the event the Employer's physician and the employee's physician disagree, the disagreement shall be resolved by the judgment of an independent physician mutually chosen by the parties. The expense of such independent opinion shall be paid in equal shares by the Employer and the employee.

Section 3. Personal Business Leave. An employee with seniority shall have the right to make written application for leave of absence of a period of up to one (1) calendar month, for personal reasons of persuasive nature which shall be stated in the application. Granting of such leave shall be in the discretion of the Employer. If the leave is granted, seniority shall be reinstated and accumulated during the period of leave.

Extension of a personal business leave of absence may be granted, in the discretion of the Employer, for a further period or periods, to a total period of not to exceed six (6) calendar months. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated.

Section 4. Workers' Compensation. If an employee is injured in the line of duty, he shall receive, pursuant to the applicable state statutes and regulations, Workers' Compensation benefits. Such an employee may apply accumulated sick pay, compensatory time or vacation time, in no less than one (1) hour increments, to make up the difference between regular net salary (gross salary less all deductions for federal, state and local taxes) and his Workers' Compensation benefits. Upon depletion of accumulated sick leave, compensatory time or vacation time, these differential payments will terminate.

Section 5. Bereavement Leave. When death occurs in an employee's immediate family, i.e., current spouse, parent or step-parent, parent or step-parent of a current spouse, child or step-child, brother or sister or grandchild, the employee, on request, will be excused for up to three (3) normally scheduled working days immediately following the date of death and ending with the day of the funeral, provided he attends the funeral. An employee who misses a scheduled day of work due to the death of a grandparent, shall receive one (1) day of paid funeral leave for the day of the funeral. Additional bereavement leave may be granted without pay or from accumulated sick leave, compensatory time or vacation time for good cause shown.

An employee excused from work under this Article shall receive the amount of wages he would have earned by working during straight-time hours on scheduled days of work for which he is excused. Time thus paid will be counted as hours worked for purposes of overtime.

Bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of his immediate family (as defined in this Article). Time off will be granted only when it is consistent with this purpose.

Section 6. Military Service Leave of Absence. It is agreed that the matter of leaves of absence for, and reinstatement of an employee, during his period of military service with the Armed Forces of the United States, shall be solely governed by the applicable federal statutes as interpreted by the decisions of the Courts.

Section 7. Leaves of Absence - General. All reasons for leave of absence shall be in writing stating the reason for the request and the approximate length of the leave requested. All leaves of absence must be approved by the Sheriff or his designee.

The employee who is on a leave of absence will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee is responsible to maintain at his own expense the employee group life insurance hospitalization and surgical insurance during this period, unless the employee is off on family and medical leave pursuant to the policies adopted by the Employer under Section 1 above. The employee must keep the Employer informed of any change in his status or conditions that caused the employee to request the leave. An employee returning from leave of absence shall be returned to his former classification and shift upon return from an approved leave of absence, providing his seniority allows.

ARTICLE XIII

SICK PAY

Section 1. All full time unit employees shall be allowed sick leave with pay at the rate of nine (9) days in each calendar year of his employment. Each such employee shall be credited with nine (9) sick leave days on each January 1. The only exception is that during the calendar year in which an employee is hired, the employee will be credited with having earned six (6) hours of sick leave with pay for each full calendar month worked.

Section 2. It is clearly understood that sick days are meant to compensate employees who are off work because of illness. Employees requesting sick days may be requested to present a supporting certificate of a physician. The Employer retains the right, at its own expense, to have the employee examined by a doctor of the Employer's choice.

Section 3. All full time unit employees shall be entitled to accumulate and carry forward paid sick leave credits in full earned after January 1, 1987, not used during the preceding calendar year or to convert said credits into a year-end bonus payable as provided in Section 7. The latter privilege is granted primarily as recognition that the Employer benefits by the uninterrupted service of employees. However, all employees are encouraged to accumulate sick leave credits rather than accept cash bonuses.

Section 4. Requests for bonus payments shall be given, in writing and signed by the employee, to the Employer no later than December 1 of each calendar year. There shall be only one such bonus payment date each year.

Section 5. At the date an employee terminates his employment with the Employer or is terminated by the employer, a supplemental check shall be issued for sick leave credits unused and carried forward from the years following January 1, 1987, payable as provided in Section 7. Unused credits attributable to the year in which employment terminates shall automatically lapse.

Section 6. Unused sick leave credits accumulated by employees prior to January 1, 1987, (with a maximum accumulation of one hundred eighty (180) days allowed), shall be credited to the accounts of those employees. A maximum of six (6) unused sick leave credits accumulated prior to January 1, 1987 may be used by an employee during a calendar year before the employee must use the sick leave he has earned in that year. After the employee has used all the sick leave he has earned in that year, he may use the unused sick leave credits he accumulated prior to January 1, 1987.

Section 7. Paid sick leave shall be compensated on the basis of eight (8) hours of the regular rate of the employee as of the date the sick days are used or converted into a year-end or employment termination bonus. Sick leave days converted into a year-end or employment termination bonus shall be paid at the rate of sixty-seven percent (67%).

Section 8. An employee taking sick leave shall inform his immediate supervisor of the fact and the reason therefore prior to the starting time of the employee's scheduled work day. Failure to do so may be cause for denial of pay for the period of absence.

ARTICLE XIV

VACATIONS

Section 1. An employee is eligible for vacation with pay in accordance with the following schedule and terms:

Seniority	Vacation Period	Vacation Pay
1 year or more	2 weeks	10 days
5 years or more	3 weeks	15 days
10 years or more	4 weeks	20 days

Section 2. Vacation pay shall be computed on the basis of the employee's current rate at the time the vacation is taken. If a regular pay day falls during the employee's

vacation and he is to be on vacation for one week or longer, he will be entitled to receive that check in advance before going on vacation. Deductions from such check(s) shall be the same as if the employee received a paycheck every two weeks. An employee must make a request to the Employer for his check two (2) weeks before leaving, if he desires to receive it in advance.

Section 3. To be eligible for full vacation pay an employee must have been a full-time (80 hours bi-weekly) employee and have received pay during all scheduled work hours during the year preceding his anniversary date or have received a paid leave during the same period. If an employee has any unpaid time during the twelve (12) calendar months preceding his anniversary date his vacation period and pay shall be prorated accordingly. Disciplinary time off of two weeks or less will not affect the vacation pay computation.

Section 4. An employee whose employment terminates will receive vacation pay for any vacation earned and accrued as of his previous vacation benefit date unless the pay was received earlier. There is no pro-rated vacation pay for the vacation benefit year during which employment terminates.

Section 5. Vacations will be scheduled by the Employer at mutually convenient times subject to the need for having particular employees on particular jobs at particular times. Seniority will be honored, to the extent possible, in granting employee requests for particular vacation periods. Employees may schedule their vacations in less than full week increments when mutually convenient.

Section 6. All vacation credits earned as of an employee's anniversary date should be taken during the following twelve (12) months., vacation days which remain unused at the end of a vacation year may be accumulated up to a maximum of ten (10) days. There

shall be no accumulation of vacation time in excess of ten (10) days. Employees must take their allowed vacation days or forfeit it.

Section 7. Vacations in different vacation years may not be scheduled back to back without written approval of the Employer.

Section 8. If a holiday falls within an employee's scheduled vacation period, an extra day's vacation will be allowed for the holiday.

ARTICLE XV

HOLIDAYS

Section 1. The following holidays are recognized for full-time unit employees.

New Year's Day

Easter

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

In addition, each full-time employee will have the right to five (5) days off with pay ("paid days") for each calendar year of the contract.

The following procedures shall be applicable to paid days:

1. Not more than one employee per shift shall be allowed to take a paid day on any one given day.
2. Each paid day must be taken at least five (5) work days apart unless otherwise agreed to by the Employer.

3. Employees shall notify the Employer in writing at least ten (10) days prior to the date desired for their paid days. The Employer will promptly notify the employee if the date desired is available.

Section 2. The Employer retains the right to schedule employees to work on a holiday or alternatively to dismiss them with pay, as is the usual practice with other County employees. Any employee who would normally work on the holiday but who is dismissed because of the holiday shall not have the day charged as a "Leave Day" nor will he or she be required to make up the work time at a different time.

Section 3.

- (a) Corrections Officers and Cooks normally are scheduled to work irrespective of holidays. If a full-time unit employee is scheduled to work and does work on a recognized holiday, he shall receive the equivalent of two and one-half times pay by receiving either:
 - (1) his regular pay plus an additional half-time plus a compensatory day off; or
 - (2) his regular pay plus eight (8) hours' holiday pay plus four (4) hours of compensatory time off.

The employee shall indicate on his time sheet the manner in which he chooses to be paid for the holiday. Compensatory days off must be taken at a time mutually convenient to both the employee and the Employer. Instead of granting compensatory time off, the Employer may substitute pay for the compensatory time at the rate of straight-time pay.

- (b) If a full-time unit employee does not work on a recognized holiday because the holiday falls on a Leave Day, he shall receive a

compensatory day off at a time mutually convenient to both the employee and the Employer. Instead of granting a compensatory day off the Employer may substitute pay for the compensatory day at the rate of straight-time pay.

Section 4. Employees Who Normally Work Monday Through Friday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement; when it falls on a Sunday, the following Monday shall be observed as the holiday, excepting that, whenever state or federal statute requires that any or such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by state or federal statute, whichever is controlling.

Employees Who Normally Are Scheduled to Work Any of Seven Days In The Week. Holidays which fall on Saturdays shall be recognized and celebrated on Saturday. Holidays which fall on Sunday shall be recognized and celebrated on Sunday.

ARTICLE XVI

WORKERS' COMPENSATION INSURANCE

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job and sickness claims when such claims are due and owing. The Employer shall provide Workers' Compensation protection for all employees. If an employee is absent from work due to an injury sustained in the line of duty which is compensable under the Michigan Workers' Disability Compensation Act, he or she may request that the Board of Commissioners voluntarily continue his or her regular net salary (gross salary less all deductions for federal, state and local taxes) for the first week he or she is on Workers' Compensation leave. Such decision will be at the Board of Commissioners' discretion.

ARTICLE XVII

LONGEVITY PAY

It is agreed that all regular, full time employees in the active service of the Employer as of December 31 of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

1. Longevity Pay Schedule

Continuous Service

The longevity pay schedule shall be the following:

Five or more years - \$25/year (maximum payment - \$600)

2. Date of Payment

Longevity payments shall be made on the first pay day in December.

3. Proration

Any employee eligible for longevity pay who terminates employment in good standing or retires during the course of a calendar year is entitled to receive longevity pay prorated for each entire month worked prior to termination. An employee eligible for longevity pay who is on an approved unpaid leave of absence is eligible to receive longevity pay prorated for each entire month worked prior to beginning the unpaid leave. Such employees shall receive their longevity payments on the first pay day in December.

ARTICLE XVIII

HOSPITAL - MEDICAL INSURANCE

Section 1. The Employer shall make available benefits under the County self-Funded Health Insurance Plan 4801 (a copy of which is attached as Appendix B) to all

employees and their dependents. New employees may elect this coverage with the employer paying 25% of the applicable premium and the employee paying 75%. If the employee opts not to take such coverage, he will be eligible for coverage at the end of six (6) months of employment or at any open enrollment time thereafter. After the employee has been with the Department for six (6) months, the Employer will cover 100% of the applicable premium for the employee and his dependents. Coverage will begin on the date of hire or on the six- month anniversary date. The Employer reserves the right to change insurance carriers or the self insurance health plan administered by the Employer, provided that comparable medical coverage is provided. The Union shall receive prior written notice and may grieve the issue of comparable coverage.

Section 2. Reimbursement. The Employer agrees to reimburse employees covered by the benefits described in Section 1 above pursuant to the Barry County Medical Reimbursement Plan (a copy of which is attached as Appendix C)

Section 3. Cash Payment Option. In lieu of health insurance coverage, employees who have completed six (6) months' service with the Department and are covered by health insurance from another source may elect to receive a cash payment each two-week pay period equal to fifteen percent (15%) of the amount of the monthly premium rate for the insurance coverage (single, two person or family) that the employee is eligible to receive, provided that in no event shall the bi-weekly payments be less than Thirty-Seven Dollars and Fifty Cents (\$37.50).

Section 4. Hospitalization for Retirees. An employee who retires and is receiving retirement benefits after reaching age 50 will be eligible to receive hospitalization benefits up to age 65, with the Employer paying a monthly contribution as follows:

Employee's Years of Service	Employer Monthly Contribution
25 or more	up to \$185.00
15-25	up to \$130.00
10-15	up to \$ 90.00
less than 10	0

It is agreed and understood that upon a retired member reaching the age of 65, or upon the death of a retired member, the full health insurance coverage outlined in Sections 1 and 2 of this Article is canceled; provided, however, that in the event of the death of a retired member, the surviving spouse or any minor child, shall have the option to maintain said insurance in accordance with the federal law commonly known as "COBRA."

It is further agreed and understood that the Employer's responsibility for health insurance coverage to a retired member who is eligible for other health insurance coverage, either through his own employment or that of his spouse, is limited to paying the amount for single subscriber health insurance coverage or the applicable Employer monthly contribution set out above, whichever is less.

Section 5 . Supplement to Medicare. Any retired employee at the age of 65, and his or her spouse, may elect to be covered by the County's Complementary Insurance Program (supplement to Medicare) at their own expense.

Section 6. The Employer shall maintain a dental/optical/hearing insurance account for each employee covered by this Agreement. On or about January 1 of each year of this Agreement, the Employer shall credit to the account of each employee Four Hundred Dollars (\$400.00). These amounts may be used by the employee for reimbursement of dental, optical and/or hearing expenses for the employee and his/her dependents. A request for reimbursement must be made within ninety (90) days after the service was

rendered and must be accompanied by a written statement signed by the dentist, ophthalmologist, optometrist, optician or medical provider performing the service. Such statement shall specify the service performed and the date of the service. The amount credited to an employee's dental/optical/hearing account may be accumulated from year to year. However, any balance remaining in the account upon termination shall be forfeited. Employees are entitled to dental/optical/hearing insurance upon completion of six (6) months, service.

ARTICLE XIX

LIFE INSURANCE

Section 1. Life insurance coverage will be \$17,000 and accidental death and dismemberment insurance will be \$34,000 (\$17,000 life plus \$17,000 accidental death and dismemberment).

ARTICLE XX

PAID DISABILITY INSURANCE

Section 1. Income Protection Plan. The Employer provides an income protection plan due to non-occupational illness, sickness or injury which totally disables the employee from performing his regular employment duties. Employees are entitled to paid disability insurance upon completion of six (6) months' service. Benefits shall be limited as follows:

- A. Benefits to commence on the 8th day of illness, sickness or injury (one week waiting period).
- B. Benefit period to be limited to not more than 52 weeks.
- C. Benefit amount to be sixty-seven percent (67%) of weekly salary.

An employee shall have the option of using accumulated sick, compensatory or vacation time to supplement the income protection plan benefits up to his regular net salary.

The Employer shall continue to pay its share of the cost of life and health insurance premiums for the length of the disability up to a maximum of the month of disability plus four (4) months. Disability which is caused or contributed to by pregnancy, childbirth, or related medical conditions shall be treated the same as any other disability under this plan. If applicable, leave will be assessed as Family and Medical Leave. The employee must comply with all notice and verification provisions required under the plan.

ARTICLE XXI

MISCELLANEOUS

Section 1. Notification. A copy of each policy and procedure, rule, regulation or training bulletin shall be made available to the Chief Steward at least one (1) week before implementation, unless conditions warrant immediate implementation due to a State law, or rule, or regulation or court order.

Section 2. Special Conferences. Special conferences for important matters, including safety, will be arranged between the Union and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meetings shall be between one or more representatives of the Employer and one or more representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda, unless both parties agree to include other items. Up to two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings. Conferences shall be held on a week day.

Section 3. Equality of Treatment. It is agreed by the Employer and the Union that the Employer is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Union and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the Employer in all phases of the employment process.

Section 4. Provision for Legal Counsel. The Employer shall provide to the employee such legal assistance as shall be required or needed as a result of acts occurring during the good faith performance and within the scope of an employee's lawful job related duties and responsibilities.

Section 5. Humanitarian Clause. Should an employee covered by this Agreement become disabled to the extent that he/she cannot perform his/her regular job, the Employer will endeavor to place the employee in a vacant position in the bargaining unit that he/she is able to perform with the required skills, ability and qualifications.

Section 6. Tuition Reimbursement. The Employer will assist in tuition reimbursement for college credit courses or job-related training which lead to improvement in knowledge and/or skills in the employee's present job as determined and approved by the Sheriff and the Board of Commissioners according to the following eligibility requirements and payment schedule:

(a) Individual Eligibility

- (1) The employee must be a full-time employee who has successfully passed his probationary period prior to enrollment in a course.
- (2) The employee cannot be on a leave of absence when enrolled in a course.

- (3) The employee must still be employed by the Employer at the completion of the course.

(b) Payment

- (1) Employees will be reimbursed for tuition at the successful completion of a prior approved course/program up to a maximum of \$400 per year for courses/programs completed in a twelve (12) month period provided:

- (a) A Tuition Reimbursement Form is submitted which includes a course/program description and is approved by the Sheriff and the Board of Commissioners prior to enrollment in a particular course/program.

- (b) After successful completion of the course/program, the original approved Tuition Reimbursement Form is resubmitted along with:

1. The original tuition receipts with written evidence that the employee paid for the tuition of that course/program.

No Employer reimbursement will be made for tuition payments either paid directly from or reimbursed from other sources such as scholarships, fellowships, or veterans benefits but not limited to these sources.

2. Written grade report of a "C" or better (or credit in a credit/non credit course) in the completed course or proof of attendance at the program.

Tuition Reimbursement transactions must be completed within ninety (90) days from the completion date of the class/activity. Payment authorization is void after ninety (90) days.

- (2) Tuition expense is all that will be reimbursed under this program. There will be no reimbursement for expenses such as meals, lodging, books, transportation to and from school, activity or other special fees.
- (3) Tuition paid by the Employer will be repaid by the employee or deducted from the last paycheck if the employee voluntarily terminates employment within one (1) year of the date the employee received the tuition reimbursement.

Section 7. Gender. Whenever the male gender is used in this agreement the female gender shall be equally presumed and vice versa.

ARTICLE XXII

PENSION

Section 1. Employees covered by this Agreement will be subject to the State of Michigan Municipal Employees Retirement System (MERS) [Plan B-2 with Benefit Program F50] (with 25 years of service). Plan B-3 effective July 1, 1999, with employees paying for same via payroll deduction at 2.25% cost.

If the Board of Commissioners provides the B-4 retirement benefit to the Courthouse Employees Association or non-represented appointed positions of Undersheriff, Jail

Administrator, Secretary to the Sheriff, and Secretary to the Jail Administrator [who do not already have that benefit]; this Bargaining Unit shall have the option to obtain the B-4 under the same conditions as the Courthouse Employees Association. This option shall be limited to the term of this contract, i.e., expires December 31, 1999. The choice must be made by the Union no later than thirty (30) calendar days after notification that the B-4 was provided to the Courthouse Employees Association. The Union shall submit a written statement to the Chairperson of the Board of its decision on the B-4 within the thirty (30) calendar day period.

Section 2. Effective January 1 of each year of this Agreement, the Employer will adopt Benefit Program E (Section 68) so that current retirees will have their retirement benefits recomputed by the following percent:

100% plus 2% for each full year in the period from the date of the most recent Benefit Program E increase (or date of retirement, if later) to the January first as of which redetermination is being made. The new benefit amount will be payable thereafter.

ARTICLE XXIII

STRIKES AND ILLEGAL ACTIVITY

Section 1. Neither the Union nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, either directly or indirectly, any complete or partial stoppage of work or walkout, slowdown, or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of the Employer or any conduct which causes or results in such interference.

ARTICLE XXIV

SEVERABILITY PROVISION

Should any part hereof or any provision herein contained be rendered or declared illegal by reason of existing or subsequently enacted legislation or by a Court of competent jurisdiction or an unfair labor practice by final decision, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof.

ARTICLE XXV

BARGAINING RELATIONSHIP

Section 1. There are no understandings or agreement which are binding on, either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union.

ARTICLE XXVI

UNION BUSINESS

Section 1. Stewards of the Union are authorized within reason, to transact business with the Barry County Board of Commissioners, County Clerk, and/or other Barry County Officials without loss of pay or other penalty while engaged in such duties.

ARTICLE XXVII

MILEAGE FOR OFFICIAL USE OF PERSONAL CARS

All bargaining unit members will be reimbursed at the standard mileage rate allowed as a deduction by the Internal Revenue Service for the official use of their personal motor vehicles, when such use is authorized by the Sheriff or his designee.

ARTICLE XXVIII

SAFETY AND EQUIPMENT

Section 1. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies; one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported to be in an unsafe operating condition until same has been approved as being safe by the mechanical department or the Sheriff or his representative.

The Employer will reimburse employees for damage caused to personal items incurred in the line of duty, provided such personal items are approved by the Sheriff and further provided that the damage is not as a result of the employee's own negligence. Jewelry, other than watches, is not covered by this provision. The Board of Commissioners retains the right to determine if any reimbursement will be made consistent with this policy. In no event will the amount of reimbursement exceed \$50.00.

ARTICLE XXIX

UNIFORM ALLOWANCE

Section 1. The Employer will furnish all uniforms and cleaning excluding shoes. Jackets will be furnished for Corrections officers.

Section 2. The Employer retains the right to prescribe the dress code for all members of the department.

ARTICLE XXX

UNION STEWARDS

Section 1. Union employees shall be represented by one Steward and an alternate Steward. During periods of absence of the Steward, the alternate Steward shall represent the employees.

Section 2. The authority of the Steward, or alternate, is limited to the investigation and presentation of grievances and request for special conferences during his working hours, without loss of time or pay, upon having received permission from the Sheriff, or Undersheriff, or immediate Supervisor, in their absence to do so. The Sheriff shall grant permission within a reasonable time, after the first hour of the shift, for such Steward to leave his work for these purposes subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of such privilege is proper grounds for discipline up to and including discharge. The Steward, and alternate, may be required to record time spent. All stewards will perform their regular duties in addition to the handling of grievances as provided herein.

Section 3. The Union will furnish the Employer with the names of its Stewards and officers who are employed within the unit and changes as they may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

ARTICLE XXXI

DURATION, TERMINATION AND MODIFICATION OF THIS AGREEMENT

Section 1. This Agreement shall continue in full force and effect until December 31, 1999, at 11:59 p.m.

Section 2. If any party desires to terminate this Agreement it shall sixty (60) days prior to the termination date give written notice of termination. If no party shall give notice of termination or withdraw the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by any party on sixty (60) days' written notice prior to the current year of termination.


Section 3. If any party desires to modify, alter, renegotiate, amend or change this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date given written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Such notice of desire to modify, alter, renegotiate, amend or change this Agreement, given in accordance with this Section, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate, unless all subjects of amendment have been disposed of by Agreement or withdrawal at that date. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. In the event of the notices above referred to, the parties shall begin to hold negotiations no later than forty-five (45) days prior to the termination date.

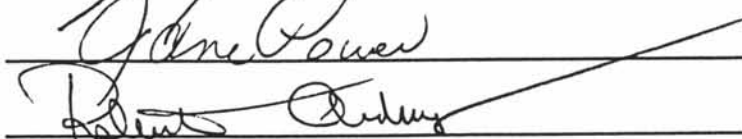
Section 4. Notice of termination or modification shall be in writing.

IN WITNESS WHEREOF, the parties have set their hands and seals this ___ day of _____, 1998.

GOVERNMENTAL EMPLOYEES LABOR COUNCIL,
BARRY COUNTY CORRECTIONS DIVISION

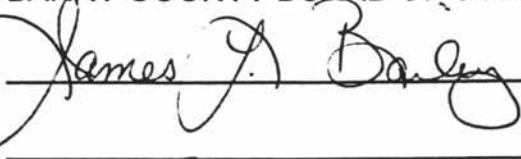
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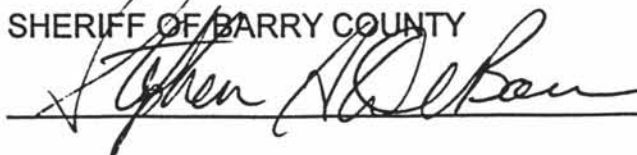
BARRY COUNTY BOARD OF COMMISSIONERS

BY:



SHERIFF OF BARRY COUNTY

BY:



CORRECTIONS DIVISION SALARIES

APPENDIX A

	1/1/98*	1/1/99
Master Mechanic	13.98	14.40
Mechanic		
Hire	10.18	10.49
6 month	10.75	11.07
1 year	11.25	11.59
2 year	11.90	12.26
Clerk Typist		
Hire	8.02	8.26
6 month	8.42	8.67
1 year	8.82	9.08
2 year	9.21	9.49
Corrections		
Hire	11.34	11.68
6 month	11.69	12.04
1 year	12.05	12.41
2 year	12.75	13.13
3 year	14.06	14.48
Head Cook	9.57	9.86
Cook/Custodian		
Hire	7.62	7.85
6 month	8.00	8.24
1 year	8.18	8.43
2 year	8.73	8.99
3 year	9.30	9.58

* Retroactive for employees employed upon the date of ratification by the parties.

LETTER OF AGREEMENT
between the
GOVERNMENTAL EMPLOYEES LABOR COUNCIL,
BARRY COUNTY CORRECTIONS DIVISION AND THE
BARRY COUNTY BOARD OF COMMISSIONERS AND THE
SHERIFF OF BARRY COUNTY


The following will be inserted in the Rules and Regulations; part 1;

Nothing shall preclude the Sheriff from taking appropriate disciplinary action for conviction, plead guilty or nolo contendere to a misdemeanor.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day
of _____, 1998.

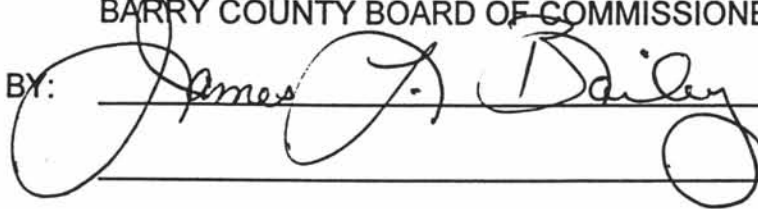
GOVERNMENTAL EMPLOYEES LABOR COUNCIL,
BARRY COUNTY CORRECTIONS DIVISION

BY:



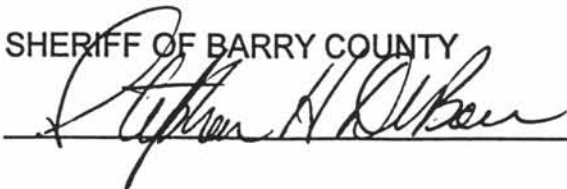
BARRY COUNTY BOARD OF COMMISSIONERS

BY:



SHERIFF OF BARRY COUNTY

BY:



APPENDIX B

A copy of the County Self Funded Health Insurance Plan 4801 referred to in Article XVIII, Section 1, shall be made available to each employee through the Barry County Clerk's Office.

APPENDIX C

A copy of the Barry County Medical Reimbursement Plan shall be made available to each employee through the Barry County Clerk's Office.