

9/30/2000

4710

Eaton County

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE EATON COUNTY BOARD OF COMMISSIONERS,
THE SHERIFF OF EATON COUNTY,**

AND

**THE CAPITOL CITY LODGE #141,
THE FRATERNAL ORDER OF POLICE, LABOR PROGRAM, INC.,
COMMAND OFFICERS DIVISION,
EATON COUNTY SHERIFF DEPARTMENT**

JANUARY 1, 1998 - SEPTEMBER 30, 2000

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AGREEMENT

THIS AGREEMENT entered into this 14TH day of APRIL, 1998, by and between the EATON COUNTY BOARD OF COMMISSIONERS, and the SHERIFF OF EATON COUNTY, together hereinafter called the "Employer", and the CAPITOL CITY LODGE #141, THE FRATERNAL ORDER OF POLICE, LABOR PROGRAM, INC., COMMAND OFFICERS' DIVISION, EATON COUNTY SHERIFF DEPARTMENT, hereinafter called the "Lodge".

WITNESETH

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 and of Act 336, Public Acts of 1947, as amended, the parties hereto have engaged into collective bargaining with respect to the salaries, hours of work, and other conditions of employment for the employees in the job classifications of Corrections Sergeant, Corrections Lieutenant, Sergeant, Lieutenant, Captain, and Chief Deputy, and have agreed as follows:

ARTICLE 1 RECOGNITION

Section 1. Collective Bargaining Unit. The Employer agrees that during the life of this Agreement it will not recognize any organization other than the Lodge 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 Appendix "A" attached hereto.

Section 2. Other Agreements. The Employer shall not enter into any agreement with one or more of the employees in the bargaining unit or with any other organization which in any way conflicts with the provisions hereof, however the parties may enter into written letters of understanding if properly authorized by their respective agents.

ARTICLE 2
BARGAINING COMMITTEE

Section 1. Bargaining Committee. The Employer agrees to recognize not more than three (3) individuals designated as the Bargaining Committee, which shall include the President and Division Director of the Lodge. The Bargaining Committee members shall be permanent employees in the bargaining unit and shall have been employed in the unit for at least one (1) full year. The Lodge retains the right to have up to two (2) non-employee representatives.

The Lodge shall furnish the Board, in writing, a list of its designated Bargaining Committee.

Section 2. Computed As Hours Worked. Employee members of the bargaining committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours they would have otherwise worked on a regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the bargaining committee member.

ARTICLE 3
LODGE SECURITY AND CHECKOFF

Section 1. Agency Shop. Employees covered by this Agreement at the time it becomes effective and who are members of the Lodge at that time shall be required, as a

condition of continued employment, to continue membership in the Lodge or pay a representation fee to the Lodge for the duration of this Agreement.

Section 2. Lodge Membership. Employees covered by this Agreement who are not members of the Lodge, shall be required as a condition of continued employment to become members of the Lodge or to pay a representation fee to the Lodge, and such condition shall be required for the duration of this Agreement.

Section 3. Commencement of Dues. Employees promoted into the bargaining unit shall be required as a condition of continuing employment to become members of the Lodge or to pay a representation fee to the Lodge for the duration of this Agreement commencing on the first full pay period following the promotion. New employees shall be required to do the same commencing on the first full pay period following the completion of the probationary period.

Section 4. Compliance. Employees shall be deemed to have complied with the terms of this Section if they are not more than sixty (60) days in arrears for membership dues or representation fees, respectively.

Section 5. Maintenance of Membership. The Lodge shall notify an employee who has not paid his dues or representation fee by certified mail with a copy to the Employer. If said employee does not pay the dues or representation fee within (30) days after said notice is received, the Lodge shall notify the Employer by certified mail of this omission. Fifteen days after receipt of notification by the Lodge, the Employer shall terminate said employee.

Section 6. Checkoff. The Employer agrees to deduct the Lodge's dues from the wages of each individual employee in the bargaining unit who voluntarily becomes a member of the Lodge, subject to the following subsections:

(a) The Lodge shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective State and Federal laws

concerning that subject or any interpretations made thereof.

(b) All checkoff authorization forms shall be filed with the Employer's Controller's Office who shall return any incomplete or incorrectly completed forms to the Lodge's Treasurer and no checkoff shall be made until such deficiency has been corrected.

(c) All other employees covered under this Agreement shall have deducted from their wages a percentage of the membership dues which sum shall be less than one hundred percent (100%) of said dues and which sum shall accurately represent the amount for said employee due the Lodge as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall include by way of example, but not by way of limitation, State, National, Lodge or other dues or assessments. The fair share representation fee shall be that amount which the Treasurer of the Lodge so notifies the Employer.

(d) The Employer shall checkoff only those obligations that come due at the time of checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if the employee has duplicated a checkoff deduction by direct payment to the Lodge.

(e) The Employer's remittance will be deemed correct if the Lodge does not give written notice to the Employer's Controller within four (4) calendar weeks after the remittance is sent of its belief, with reasons stated therefore, that the remittance is not correct.

(f) The Lodge shall provide at least thirty (30) days written notice to the Controller, of the Employer, the amount of Lodge dues and/or representation fee to be deducted from the wages of employees in accordance with this Section. Any change in the amounts determined will also be provided to the Controller, in writing, at least thirty (30) days prior to its implementation. Checkoff Authorization Forms signed by each affected employee should accompany any notification of initial dues or representation fees

deduction as well as any change in said dues or representation fees deductions.

Section 7. Refunds. In cases where a deduction is made that duplicates a payment that an employee already has made to the Lodge, or where a deduction is not in conformity with the provisions of the Lodge Constitution or By-Laws, refunds to the employee will be the sole responsibility of the Lodge and will be made promptly by the Lodge.

Section 8. Objection. Any employee who has a good faith religious objection to the requirements of this Article due to a tenet of his religion or other reasoned grounds arising out of deep personal convictions shall not be subject to those requirements. The reasonableness of the employee's position shall be subject to the Grievance Procedure.

Section 9. Save Harmless. The Lodge agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits or any form of liability to anyone arising out of any of the provisions of this Article, including deduction from any employee's pay of Lodge dues and/or representation fees, and also including anything done in reliance on any list, notice, certification, or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition deductions so made once they have been sent to the Lodge.

Section 10. Laws-Court Rulings. The Employer shall be required to make dues and fees deductions only as long as it may legally do so.

ARTICLE 4 **RIGHTS OF THE BOARD AND THE SHERIFF**

Section 1. Management Rights. The management of the business of the Sheriff's Department is vested exclusively in the County and the Sheriff, and they reserve to them

all management functions including full and exclusive control of the content of work and the direction and supervision of the operation of the Sheriff's Department business and of the employee of the County.

Section 2. Enumerated Rights. This shall include, among others; the right to hire new employees; to direct the working force; to discipline, suspend, or discharge for just cause; to establish classifications; to layoff employees because of lack of work, or for other legitimate reasons; to combine or split up divisions, sections, or units within the Department; to make reasonable rules and regulations not inconsistent with the provisions of this Agreement; to decide on the functions to be performed and what work is to be performed by the County or outside agencies; to subcontract, if necessary; or to establish standards of quality all of which shall be subject to the applicable express provisions of this Agreement.

Section 3. Not Inclusive. The above rights are not all inclusive, but are merely an indication of the type of matters or rights which belong to and are part of the management of the business of the County and Sheriff's Department.

ARTICLE 5 SALARIES

Effective January 1, 1998, up to and including September 30, 2000, 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. In no event shall salaries of employees be reduced, unless agreed to by both parties or through collective bargaining. Effective December 31, 1993, the Corrections Sergeant's salary rate shall be ninety six percent (96%) of the Sergeant's Salary rate and the Corrections Lieutenant's salary rate shall be ninety six percent (96%) of the Lieutenant's salary rate.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1. Definition. For the purpose of this Agreement the term "Grievance" means any dispute regarding the meaning, interpretation, or alleged violation of the terms and provisions of this Agreement, or the Rules and Regulations of the Sheriff's Department.

Section 2. Grievance Content. All grievances shall be in writing and shall include time, date, alleged contractual violation(s) or written rule(s) or regulation(s) that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired and the signature of the grievant and/or Lodge representative.

Section 3. Time Limits. The time limits established by the grievance procedure shall be followed by the parties and may only be extended by mutual agreement in writing.

Section 4. Forfeiture. In the event a grievance is not timely filed or advanced from one step of the grievance procedure to the next, the grievance will be considered as permanently denied or settled on the basis of the Employer's 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 the grievance may be processed to the next step, including arbitration, provided the grievance is advanced timely from the last day that the Employer's answer was due.

Section 5. Day Defined. Whenever "day" is used, it shall mean the weekdays of Monday through Friday, inclusive except for scheduled holidays, which shall be excluded. A day shall constitute an entire twenty-four (24) hour period.

Section 6. Signed Resolution. The Grievance Procedure shall stop at any point when the parties involved reach a satisfactory solution to the grievance. This final answer shall be signed by all parties involved or a representative of the parties involved.

Section 7. Steps of the Grievance Procedure:

STEP 1: The aggrieved employee and/or Lodge, shall submit any grievance in writing to the Sheriff or his designee within eight (8) days after the grievance might reasonably have become known to exist.

The Sheriff or his designee shall schedule and hold a meeting or give a written answer to the grievant and/or Lodge within five (5) days of his receipt of the complaint. If a meeting is held, the answer is due within five (5) days after the date of the meeting.

STEP 2: If the answer of the Sheriff and/or his designee in Step 1 is unsatisfactory to the grievant and/or the Lodge, the Lodge may, within three (3) days of receiving the answer in Step 1, and not thereafter, advance the grievance, in writing, to the Grievance Board.

The Grievance Board will be composed of the County Controller and/or his representative and two (2) representatives of the Board of Commissioners. A representative of the Grievance Board will acknowledge receipt of the grievance with a signature and by entering the time and date received.

The Grievance Board shall meet within fourteen (14) days, (seven (7) days if the grievance concerns disciplinary action resulting in lost pay or discharge) of the receipt of the grievance at Step 2. Both the Employer and Lodge retain the right to be represented by an outside representative at the Grievance Board.

The Grievance Board shall hear the matter and attempt settlement of said grievance. The Grievance Board shall give a written answer to the Lodge within seven (7) days of the Grievance Board meeting.

STEP 3: ARBITRATION. If the answer of the Grievance Board in Step 2 is unsatisfactory and the Lodge wishes to carry the grievance further it must, within thirty (30) days notify the Employer, in writing, that it elects to take the matter to arbitration and

simultaneously advance the matter to arbitration under the rules of the American Arbitration Association.

(a) The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement, or the Rules and Regulations of the Sheriff's Department.

(b) The arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.

(c) It shall not be within the jurisdiction of the arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the employer's rights to manage and direct its work force unless there is contained in the Agreement a specific and explicit limitation of those rights, or to infer from any provision of this Agreement any limitation of those rights.

(d) Each party shall furnish to the arbitrator and to the other party whatever facts or material the arbitrator may require to properly weigh the merits of the case.

(e) The Arbitration Association's administrative fee and other charges as well as the arbitrator's charges for his services and expenses shall be shared equally between the Employer and the Lodge.

(f) The arbitrator's decision, on the arbitrable matter within his jurisdiction, shall be final and binding upon all parties.

(g) 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.

ARTICLE 7
DISCIPLINARY ACTION

Section 1. Governing Procedures. In any case where disciplinary action may be taken, the procedures set forth in the section entitled "Disciplinary Proceedings" of the Rules and Regulation Books of the Eaton County Sheriff's Department, as amended from time to time will be followed, except as modified by this Article.

Section 2. Charges. After the appropriate investigation has been completed, any charges resulting in such discipline or discharge shall be reduced to writing by the commanding officer invoking the action and a copy shall be furnished, against whom the charges are brought, and if the employee wishes, to a Lodge representative.

Section 3. Specific Section. Such charges and specifications shall cite the specific sections of Rules and Regulations and/or appropriate law or ordinance which the member is alleged to have violated.

Section 4. Statements. No employee shall be required to make any statements concerning the alleged offense prior to consultation with a Lodge representative; provided that a statement may be required within twenty-four (24) hours (one day) of the request for a statement.

Any employee who is to be questioned shall be permitted Lodge representation by a Lodge representative during questioning and may be granted up to twenty-four (24) hours (one day) to arrange for such representation. After such time, the questioning may take place, with or without representation.

Section 5. Representation. At the time the discipline is imposed, the employee, whom the charges have been made against, may be represented by a Lodge representative.

Section 6. Past Infractions. In imposing any discipline on a current charge, the Employer will not base his decision upon any prior Class I or Class II offenses which

occurred more than one year previously or any prior Class III offenses which occurred more than two (2) years previously unless directly related to the current charge.

Section 7. Lost Pay or Discharge Grievance. An employee who receives disciplinary action resulting in lost pay or is discharged may file a grievance under the terms of the Grievance Procedure set out in Article 6, beginning at Step 2 of the Grievance Procedure. All other grievances concerning discipline may be filed at Step 1 of the Grievance Procedure.

Section 8. Discipline Absolute. If an employee who is disciplined fails to file a grievance within the time specified in the Grievance Procedure or if, upon the hearing of his grievance, is found to have been properly disciplined then his discipline shall be absolute as of the date of his discipline.

Section 9. Back Wages. If it is found that the employee shall not have been disciplined, or that the penalty assessed him was too severe, then the employee's grievance shall be settled as shall be determined by the Employer and the Lodge, 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 10. Just Cause. All disciplinary action will be for just cause.

Section 11. Personnel Files. The employee shall have the right to review his personnel file at any reasonable time and may place written statements in his personnel file pursuant to Act 337, Public Acts of 1978, and as amended.

Section 12. Suspension. The Sheriff reserves the right to suspend employees. This suspension may take the form of a suspension from regular duties and temporary assignment to other duties, suspension from all duties with pay, or suspension from all duties without pay. Prior to the resolution of a disciplinary case at the departmental level suspension without pay will only be used in cases where the Sheriff, within his sole discretion, feels the circumstances are of a serious nature.

ARTICLE 8 **HOURS OF WORK AND OVERTIME**

Section 1. Hours of Work. The Employer shall have the following rights:

(a) To schedule the work of unit employees to meet the needs of the Sheriff's Department. General schedules will be posted at least one (1) month in advance.

(b) To establish shift starting and quitting times. The Lodge will be notified in advance of general changes in starting and quitting times.

(c) To change the number of hours which comprise the normal workday or shift, and the number of days or shifts which comprise the normal workweek, including the right to change the number of days off during any particular period of time.

(d) To require overtime work.

(e) To schedule on a biweekly basis, i.e., eighty (80) hours of work in a two week period.

Section 2. Schedules of Work.

(a) Employees will be given reasonable notice of any individual shift changes.

(b) Employees will not be regularly scheduled with less than ten (10) hours between shifts. If an employee is ordered to work a schedule with less than ten (10) hours between shifts, in violation of the intent of the above sentence, he shall be paid time and one half for such hours between shifts.

Section 3. Pass Days.

(a) Employees receive pass days in lieu of weekends off. In a calendar year there are fifty-two (52) Saturdays and fifty-two (52) Sundays for a total of one hundred four (104) weekend days. Additionally there are twelve (12) holidays recognized in this contract. This is a total of one hundred sixteen (116) days which an employee who works a Monday - Friday schedule would normally be off work each year. The Sheriff's right in Section 1 to change work schedules is expressly limited to schedules which normally allow a total of at least one hundred sixteen (116) days off per year. Permissible examples, assuming twelve (12) holidays (this list is not all inclusive):

- (1) Five (5) workdays per week plus the twelve (12) credited holidays as recognized in Article 13, Section 1. The workday shall be eight (8) hours (a one hour unpaid meal period shall be allowed near the middle of the scheduled work shift). A one half hour paid meal period may be granted by the Employer, for any employee working on a continuous assignment. A one half hour paid meal period will be provided for an employee working a modified 5 - 2 schedule (other than Monday through Friday).
- (2) Four (4) ten hour days and three (3) days off with no credited holidays. The workday shall be ten (10) hours including a one half hour paid meal period.
- (3) Six (6) twelve hour work days, one eight hour work day and seven days off per pay period with no extra time off for holidays. Whether the workday is twelve hours or eight hours, the meal period shall be one-half hour which shall be a paid meal period.

(b) The preceding paragraph (a) is subject to the minimum requirement that each employee shall receive eight (8) pass days (i.e. days off) during each twenty-eight (28) day pay period.

(c) The preceding paragraph (a) is also subject to the requirement that no employee shall be regularly scheduled for more than twelve (12) hours per day.

(d) Additional pass days shall not be granted if an employee works on a pass day or a holiday and is compensated accordingly.

Section 4. Lunch Periods and Rest Breaks. Members of the bargaining unit shall receive two (2) fifteen (15) minute paid rest breaks and a lunch break during each scheduled workday subject to the provisions of (3)(a)(1) and (3)(a)(2). The Employer and the employee both recognize that due to the demands and responsibilities of the assignment, it is not always possible to take the rest breaks and lunch period at a convenient or set time. However, members are encouraged to take their rest breaks and lunch periods when possible.

Employees will take their rest breaks and paid lunch periods in the employees' assigned work area (patrol area, jail building, etc.). Rest breaks and lunch periods not taken will not accumulate.

Employees assigned to a 5 - 2 schedule (Monday through Friday) may combine their two (2) fifteen (15) minute rest breaks. Such combined rest breaks as well as the one hour unpaid lunch may be taken away from the employee's assigned work area.

Section 5. Overtime. An employee covered by this Agreement who is required by the Department to work time in excess of his regular scheduled hours in any scheduled pay period shall receive additional pay at the rate of time and one half (1 1/2) his hourly rate (salary divided by 2,080 hours) for all such hours.

(a) Nothing herein shall prohibit the employee from electing to accept compensatory time off in lieu of overtime pay which is also earned at the rate of one and one half times (1 1/2) the hours worked, except Court time shall be compensated for by overtime payment exclusively.

(b) Such accumulated compensatory time must be taken in at least one (1) hour increments at a time mutually agreeable between the Employer and the employee.

(c) Such compensatory time may be accumulated to a maximum of one hundred sixty hours (160). Employees who have, as of January 1, 1998 accumulated compensatory time in excess of the maximum shall not lose same, however these employees are encouraged to reduce their accumulations to the maximum. Accumulated compensatory time may be paid to an employee, minimum of twenty (20) hours, upon written request by the employee, up to a maximum payout of eighty (80) hours once each calendar year. Such written request must be received by the Employer at least two (2) weeks prior to the appropriate pay period. Accumulated compensatory time must be used prior to separation to allow for a maximum payout of no more than eighty (80) hours.

Section 6. Assignment to the Investigation Section. Assignment to the Investigation Section is a lateral move within the Sheriff's Department and done at the discretion of the Sheriff. Employees in the classification of Deputy Sheriff who are assigned to the Investigation Section are eligible for overtime as described in this Article.

Section 7. Pyramiding of Overtime. Overtime shall not be pyramided.

Section 8. Court Time. Any employee of the bargaining unit who is required to attend court or appear before a Commission during off duty time, which results in them

working in excess of the regular workday or in excess of eighty (80) hours in a biweekly pay period, will be considered on duty and will be paid overtime under the following circumstances.

(a) In criminal cases arising out of the employee's official performance, where the employee is not a defendant.

(b) In civil cases related to the employee's official performance where the employee is not the plaintiff and has received a valid subpoena or has been instructed by the Employer to appear. In such cases, and also when attending civil court as a part of a regularly scheduled duty shift, all available fees shall be accepted by the employee and turned over to the Employer. An employee of the bargaining unit who is required to attend court as described above, while on duty, will attend court in a regular duty status.

Section 9. Changes in Workweek/Workday. All changes, pursuant to Section 1 (c) in the workweek or workday or any change involving a combination of the length of workday or workweek will be discussed with the Lodge before the change is implemented.

Section 10. Call Back. If an employee is called back to work (including court time) during scheduled off duty time, he will be compensated for a minimum of two (2) hours in which case he shall be paid for all hours or portion thereof worked. Provisions of this Section are not applicable when call back works into the start of an employee's regular shift. In this case, overtime will be paid.

Section 11. Authorization of Overtime/Call Back. Overtime and call back must be authorized by the Employer or its designated representative before it will be paid.

Section 12. Layoff in Lieu of Reduced Hours. An average of forty (40) hours of work per week shall be maintained if possible. If necessary, junior employees will be laid off so that senior employees may maintain an average of forty (40) hours of work per week unless agreement to the contrary is reached by a special conference, which may be initiated by either party.

ARTICLE 9
SENIORITY

Section 1. Definition. 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 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.

Section 2. Seniority List. A seniority list shall be prepared and a copy posted on the bulletin board. It shall be revised and kept current by the Employer.

Section 3. Promotional Procedure. The parties have agreed to a promotional procedure described more fully in Appendix "B", which is incorporated herein by reference.

Section 4. Loss of Seniority. Seniority shall be lost and employment relationship shall end under the following conditions:

- (a) By quit or discharge for cause.
- (b) Failure to return to work upon recall from a layoff.
- (c) Failure to return to work at the expiration of a leave of absence.
- (d) Laid off for more than two (2) years or the length of his seniority, whichever is less.
- (e) Retirement.

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 Lodge.

Section 5. Seniority Employees Transferred or Promoted Outside the Bargaining Unit. If an employee is transferred or promoted to a position in the Sheriff's Department

which is not included in the unit covered hereby and he is thereafter transferred again to any position within such unit, he shall be deemed to have accumulated seniority while working in the position to which he was transferred. Upon returning, the employee shall be assigned to the rank he originally held prior to the transfer, seniority permitting. An employee who fills the position vacated by the transferred employee shall return to his former rank upon the return of the transferred employee, seniority permitting.

Section 6. Same Seniority Date. As between two (2) or more employees who have the same date of hire within a rank, the employee with the longer seniority within the Department shall be deemed senior within rank. If both date of rank and seniority within the Department are the same, then seniority shall be determined by the drawing of lots.

Section 7. Temporary Assignments. Any employee assigned by the Sheriff to perform the duties of a higher ranking officer for a period in excess of fifteen (15) calendar days shall be paid at the rate of pay applicable to the position involved. The increased pay rate shall commence on the first day after the employee has held the assignment for fifteen (15) calendar days and shall continue until the employee is reassigned to his or her normal (or another) lower ranking position. The Sheriff 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 Sheriff, 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 8. Resignations. The Employer, the Lodge, and its members, recognize that due to the demands and responsibilities of the Command Officer assignments, that Command Officers who desire to terminate their employment with the Employer, should give at least four (4) weeks written notice of termination of employment to the Employer.

ARTICLE 10
LAYOFF AND RECALL

Section 1. Order of Layoff. When the Sheriff determines that layoffs are necessary due to reduced finances, reduced workload, or programmatic changes, he shall layoff employees according to which program area of the Department can best afford the reduction in personnel. Any laid off employee shall then have the option of bumping an employee of less seniority within the same classification/or agreeing to the layoff. If the laid off employee has the lowest seniority within the classification, he may bump into the next lower classification (See appendix A). Such bumping shall continue in the manner described until the least senior employee in the unit is laid off. An employee who is bumped is considered laid off for the purpose of this article.

Bumping shall occur according to seniority in classification. For this purpose, an employee's seniority in any given classification shall be determined by the time elapsed since promotion to that classification, including all time served in higher classifications. Any employee utilizing the displacement rights provided by this Article and subsections thereof, must be able to perform the required work. (It is understood by the parties that the individual must meet the minimum qualifications for said position). If a laid off employee (in any classification) does not meet the minimum qualifications at the time of layoff to allow him to exercise his bumping rights, but subsequently takes the necessary steps through training, etc., to meet those minimum qualifications, he may at the conclusion of the necessary training, etc., exercise his bumping rights. An employee who has bumped into a new position shall be removed from that position and re-enter the bumping system if he has not demonstrated an ability to perform the new duties satisfactorily within thirty (30) days.

If an employee is, by exercise of his seniority, unable to displace anyone in the unit, he may utilize departmental seniority to displace an employee with less departmental seniority in the Non-Supervisory Unit pursuant to Article 9, Section 7, of that collective bargaining Agreement.

Section 2. Notice of Layoff. The Employer shall give written notice to the employee and Lodge of any proposed layoff. Such notice shall be submitted at least two (2) calendar weeks before the effective date thereof unless there are circumstances which do not allow such advance notice.

Section 3. Recall Procedure. When the working force is increased after a layoff, employees will be recalled in inverse order of layoff, within their classification. 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 one (1) week from date of receipt of notice of recall, he shall be considered to have quit. It shall be the responsibility of the employee to make the Employer aware of their current address.

Section 4. Reinstatement. When applicable positions become available, any employee demoted or laid off from the bargaining unit shall be reinstated to the rank held prior to the demotion of layoff without being required to take a promotional examination. No new promotions shall be made to any applicable rank until all such employees have been reinstated, have refused promotion, or have quit.

Section 5. Voluntary Layoff. (a) In the event of layoffs, the Employer shall post the anticipated duration and number of employees to be subject to layoff for the purpose of determining whether any employees in the bargaining unit desire to participate in a voluntary layoff by signing the posting. In the event the number of employees indicating a willingness to participate in a voluntary layoff exceeds the number of positions subject to layoff, the Employer shall grant the requests on the basis of seniority; affording to the most senior employee the first option.

(b) Voluntary layoffs shall be subject to the approval of the Sheriff or his Designee based on the operational needs of the Department. An employee(s) who is approved for voluntary layoff shall not be able to exercise the bumping provisions described in this Article, unless the period of layoff exceeds the periods described in the posting.

(c) The Employer retains the right to call the voluntary layoff employee back to work with two (2) weeks notice at any time prior to the expiration of the voluntary layoff, subject to the operational needs of the Department. Should the employee decline to return to work, his employment shall be terminated.

(d) If an employee should volunteer for such layoff for the time specified by the Employer, and the layoff should extend beyond the time period so specified, the employee(s) in question shall be recalled and, if layoffs are still necessary, they will proceed in the manner outlined above. The voluntary layoff employee subject to recall may notify the Employer at that time that he does not wish to return to work, and will be terminated from employment.

(e) If the Employer does not secure any layoff by voluntary action, or if the number of volunteers for layoff status does not equal the number of positions subject to layoff, the provisions of Section 1, above, will be applicable.

(f) Employees that are placed upon layoff status as volunteers will be subject to the provisions of Article 9, Sections 1 and 5, regarding seniority, and Article 16, Section 6, regarding insurance benefits.

ARTICLE 11
UNPAID LEAVES OF ABSENCE AND SICK PAY

Section 1. Good Cause. Leave of absence may be granted by the Sheriff for good cause, during which the employee shall continue to accumulate seniority.

Section 2. Military Leave of Absence. Application for military service leave of absence shall be made to the Sheriff 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. The Employer and the Lodge agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States and of his reinstatement thereafter shall be governed by applicable statutes. An employee in military service shall retain any unused sick leave or vacation time accrued and rights under such provisions shall be governed by applicable Federal and State law.

Section 3. Other Leaves. Leaves for sickness, disability, or injury of an employee other than those governed by Worker's Compensation or covered under the Employer's sickness and accident program may be granted upon receipt of notice by the Sheriff and will be for a fixed period with the obligation on the employee to report any change of conditions or request a continuation.

Employees requesting such leave, or continuation of same, within reasonable limits may be requested to present a supporting certificate of a physician. An employee returning from such a leave may be required to pass a physical examination given by a physician approved by the Sheriff.

Section 4. Sick Pay.

(a) All full-time unit employees shall be eligible to accumulate sick leave hours at the rate of fifty-two (52) hours each calendar year. Employees from the Department

promoted to a position in the unit shall be eligible to earn sick leave immediately, but shall only be eligible to transfer seventy-five percent (75%) of their previously accumulated sick leave hours. Paid sick leave may be accumulated to a maximum of 500 hours. Any sick leave hours accumulated in excess of such amount shall be compensated for to the employee at their current rate of pay. Such compensation will be made on the first pay day in December.

(b) Upon retirement or separation from employment with the Department, an employee shall be paid for their unused sick leave hours, with the amount of pay for each such hour being based upon his most recent rate, or an average of his most recent five (5) years' pay rate, whichever is higher.

(c) Critical Illness in Family. It is understood that accumulated sick leave may be used in cases of critical illness in an employee's immediate family for a period of three (3) days or less. "Immediate Family" is defined as the spouse, child, brother, sister, parents or grandparents of the employee or the employee's spouse. An employee who uses sick leave days for any such critical illness shall notify the Sheriff in advance of taking such leave and shall upon request furnish reasonable proof of the necessity of such leave.

(d) Sick leave shall not run concurrently with vacation leave and no sick leave shall be taken as vacation leave.

(e) It is clearly understood that sick leave days are meant to compensate employees who are off work because of a bona fide critical illness in the immediate family. The Employer shall not be required to pay sick pay benefits to employees who violate this understanding and such employees will be disciplined up to and including discharge.

(f) Except as provided otherwise in this Article, an employee excused from work under this Article shall receive sick pay for the number of regularly scheduled hours per day according to the work schedule the employee is assigned to at the time the sick day is used. Sick time shall not be used in less than one half (1/2) hour increments.

(g) An Employer may require verification, including a physician's certificate to verify the necessity of sick leave and/or to verify that an employee is able to return to work. It shall be the employee's responsibility to pay any costs associated with this verification.

Section 5. Leave for Lodge Meetings. Employees who want to attend meetings of the Lodge shall be allowed time off without pay to attend such meetings, subject to the following guidelines:

- (a) Only two (2) employees may be gone at any one time.
- (b) No employee may be gone more than three (3) days in any calendar year, and
- (c) The combined total of all leave days for all employees shall not exceed six (6) days per calendar year.

Section 6. Family and Medical Leave. The Family and Medical Leave Act requires those Employers with 50 or more employees to allow employees to take an unpaid leave of absence for up to 12 weeks per calendar year. The leave may be taken for the birth of a child, placement of a foster care child in the employee's home, adoption of a child or to care for a seriously ill immediate family member. Immediate family members include child, spouse or parents.

The employee must have worked the 12 months prior to the request for unpaid leave and must have worked at least 1250 hours in that 12 month period to qualify for this unpaid leave of absence. The employee is required to give a 30 day notice of their intent to use the leave, whenever foreseeable. The proper forms may be obtained from the Employer. In the event that the leave is being requested for the care of an immediate family member, it will be required to have a physician's statement certifying the necessity for such leave. In the event that the leave is for the birth of a child, any time off under the County's Short Term Disability Plan is included as part of the 12 weeks allowed under the Family and Medical Leave Act.

Although the law indicates that an employee is entitled to a 12 week unpaid leave of absence, the County has the right to, and may require its employees to use their accumulated sick leave (where applicable), annual leave, personal leave or compensatory time. However, this does not extend the leave beyond the 12 weeks.

The Employer is also required to continue all health insurances as though an employee is actively working for a maximum of 12 weeks. However, the Employer does have the right to collect premiums for the health insurances in the event an employee does not return to work at the end of their 12 week leave, unless medically not able to return.

ARTICLE 12 **BEREAVEMENT PAY**

Section 1. Immediate Family. When death occurs in an employee's immediate family, i.e., spouse, parent, parent of a current spouse, child or step-child, brother or sister, the employee on request will be excused for up to three (3) normally scheduled working days immediately following the date of death and through the day of the funeral, provided he attends the funeral.

Step-parents, step-brothers and step-sisters shall also be included above if the step-relationship began before the employee reached his 19th birthday.

Section 2. Grandchild/Grandparent. An employee who is absent from work due to the death of a grandchild or grandparent shall receive one (1) day of paid funeral leave for the date of the funeral.

Section 3. Compensation. 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 such scheduled days of work for which he is excused.

Section 4. Intent. 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 5. Additional Time. Additional bereavement leave may be granted either without pay, or with pay deductible from sick leave or vacation leave for good cause shown.

ARTICLE 13
HOLIDAY PAY

Section 1. Recognized Holidays. The following days shall be considered Holidays for the purpose of this Agreement.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Easter	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

The above holidays shall be observed on their traditional date of celebration by employees covered under this Agreement.

Section 2. Ten Hour Schedule/Twelve Hour Schedule. Employees covered by this Agreement scheduled pursuant to Article 8, Section 3(a)(2) and Section 3(a)(3) shall receive two (2) times his regular pay for all hours worked on the above holidays if they are required to work, and in fact do work, on such holiday.

Section 3. Five and Two Schedule. (a) Employees scheduled to work a five and two schedule as defined in Article 8, Section 3, Subsection (a), paragraph 1, will be credited with twelve (12) holidays on January 1 of each calendar year. These days will be taken off at a mutually agreeable time between the Employer and the employee.

(b) Credited holidays as defined in Section 3 above, may not be carried over into the following calendar year. Any unused credited holidays, not used by December 31, of

the calendar year when credited, will be forfeited.

(c) i) If an employee is scheduled to work a holiday as listed in Section 1, that employee may elect to use one of his twelve credited holidays in lieu of working.

ii) If an employee elects to work a regularly scheduled holiday, in lieu of taking the day off, he will work for straight time wages only.

iii) If an employee is not scheduled to work on a holiday, but is required to work, he shall not be required to use one of his credited holidays and will receive time and one half (1 1/2) times his rate of pay for all hours worked.

(d) Any individual who leaves employment with the County forfeits their unused credited holidays. If the number of unused credited holidays (as defined in Section 1 of this Article) at the time of separation is less than the actual number of holidays left in that calendar year, the difference shall be deducted from the employee's other accumulated leave total prior to payout.

Section 4. Compensation for Callback/Holiday Worked.

(a) Four and Three Schedule. An employee who is scheduled off on a holiday or is called in to work because of an emergency, or required to work by the Employer, will receive two (2) times his regular pay for all hours worked. The minimum of two (2) hours pay as provided for in Article 8, Section 11, will be applied in the event that the employee does not work beyond two (2) hours.

(b) Five and Two Schedule.

i) An employee who is called in to work by the Employer on a day which the employee has taken off as a credited holiday, pursuant to Section 3, (a) above, shall be required to use one of his credited holidays and shall receive time and one half (1 1/2) times his rate of pay for all hours worked.

ii) An employee who is called in to work by the Employer on a holiday upon which the employee has already elected to work a full shift shall receive time and one

half (1 1/2) times his rate of pay for all overtime hours worked beyond his normal shift.

iii) An employee who is called in to work by the Employer on a holiday which is a pass day, shall receive time and one half (1 1/2) times his rate of pay for all hours worked.

iv) The minimum of two (2) hours pay as provided for in Article 8, Section 11, will be applied in the event that the employee does not work beyond two (2) hours.

Section 5. Transfer from Four and Three Schedule to a Five and Two Schedule.

Any employee transferred from a four and three schedule to a five and two schedule during the calendar year, will have credited to his account the amount of holiday bonus days, as there are remaining holidays for the calendar year. The employee will then have to comply with Section 3 above.

Section 6. Transfer from Five and Two Schedule to a Four and Three Schedule.

Any employee transferred from a five and two work schedule to a four and three work schedule during the calendar year, will forfeit any remaining credited holidays that are currently banked. The number of days forfeited back to the Employer shall not exceed the amount of holidays as listed in Section 1 that are remaining in the calendar year.

Section 7. Eligibility. In order to qualify for such holiday pay, each employee must work the full number of scheduled work hours on his last scheduled workday prior to each such holiday and the full number of scheduled work hours on his first scheduled workday after each such holiday.

An employee who fails to work the full number of hours on the first scheduled workday prior to or immediately after the holiday because of approved, paid for leave such as sick leave, vacation leave, funeral leave, etc., shall receive holiday pay.

The requirement that employees work the day before and the day after the holiday may be waived by the Employer in its discretion, providing that the employee must receive

written permission to be absent prior to the holiday in order to be eligible for holiday pay.

Section 8. Scheduled But Fails to Work. If an employee is scheduled to work on a holiday but fails to report for work, he shall forfeit his holiday pay.

ARTICLE 14 **PERSONAL LEAVE DAYS**

Section 1. Number. All employees who have completed their probationary period shall be eligible for three (3) personal leave days per calendar year. If an employee becomes eligible for personal leave days in the first half of the year, he shall receive three (3) days in that year. If an employee becomes eligible for personal leave days in the second half of the calendar year, he shall receive one (1) day in that year, and three (3) days thereafter for each subsequent year.

Section 2. Advance Notice. An employee must request a personal leave day at least one (1) week in advance except in emergencies and, if the needs of the Employer will permit, it shall be granted on a first request basis. If the needs of the Employer do not permit it, the employee shall select another day.

Section 3. Lose if Not Used. Personal leave days may not be carried over to subsequent years. Unused personal leave days in the year in which employment terminates shall automatically lapse.

ARTICLE 15 **VACATIONS**

Section 1. Hours Earned Each Payroll. Employees shall earn vacation with pay according to the following schedule:

<u>Seniority</u>	<u>Hours Earned Each Payroll Period (80 Hrs.) of Paid Service</u>
After 1 year or more of continuous employment	3.1 hours = (2 wks/yr) = 80 hrs.
After 5 years or more of continuous employment	4.6 hours = (3 wks/yr) = 120 hrs.
After 10 years or more of continuous employment	6.2 hours = (4 wks/yr) = 160 hrs.

Vacation leave may be used only after the pay period in which it is earned.

Section 2. Computation of Vacation Pay. Vacation pay shall be computed on the basis of the employees current straight time rate at the time the vacation is taken.

Section 3. Maximum Accumulation/Separation. Vacation credits may be accumulated to a maximum of one hundred and sixty (160) hours. Employees who have, as of January 1, 1988 accumulated vacation credits in excess of the maximum shall not lose same, however by December 1, 1989 it is anticipated that all members of the bargaining unit shall have vacation credits of less than two hundred and eighty (280) hours. All employees are encouraged to reduce their accumulations to the maximum of one hundred and sixty (160) hours. Upon retirement or separation from employment with the Department, an employee shall be paid for their unused vacation hours, with the amount of pay for each such hour being based on this most recent rate, or an average of his most recent five (5) years pay rate, whichever is higher, up to a maximum payout of no more than one hundred and sixty (160) hours.

Section 4. Eligibility. To be eligible for full vacation pay an employee must have been a full-time employee and have received pay during all available work hour 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 pro-rated accordingly.

Section 5. Scheduling. 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 making employee requirements for particular vacation periods, but seniority shall defer, when necessary, to the Employer's needs. It is expressly understood that employees with more than two (2) weeks of vacation credits may be required to postpone the taking of more than two (2) weeks until other vacation requests are satisfied. Scheduling shall be arranged on or before a vacation posting date to be mutually determined by the parties.

Section 6. Method of Taking. Vacation hours shall be paid time off and vacation shall be taken in increments of one hour or more. Such time off must be scheduled with the prior approval of the Employer.

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

ARTICLE 16 INSURANCE AND PENSION BENEFITS

Section 1. Health Insurance.

(a) Coverage. The Employer shall continue to provide health insurance for each employee and his family. Coverage for eligible employees shall begin on the first day of the month following thirty (30) days of employment.

All eligible regular full-time employees shall be covered by Physicians Health Plan Plus. This plan currently includes a co-pay of \$5.00 on the prescription drug rider.

(b) Payment in Lieu of Coverage.

A regular, full-time employee as of September 1 of any year, excluding anyone whose status as employee has ended prior to that date, who is eligible for health insurance via another source and who executes an affidavit to that effect may elect not to be covered by the health insurance provided under Article 16, Section 1. The decision to waive coverage shall be made once per calendar year. A waiver agreement drafted by the County shall be executed by the employee. In the event the employee elects to forego health insurance, the County shall pay an amount up to one thousand dollars (\$1,000.00) into a deferred compensation plan (less any appropriate withholdings) as selected by the employee or directly to the employee as taxable compensation. The payment shall be made on an annual basis, on the first payday of September. An employee is eligible for full payment if they have been eligible for County paid health insurance for the prior twelve (12) month period or a pro-rated payment if they have been eligible for less than the full twelve (12) month period.

In the event a husband and wife are both employees of the County, or any of the Courts of Eaton County, the payment provisions in lieu of health insurance coverage as stated in the above paragraph shall apply. As long as there is a savings to the County in premium costs, a married couple can elect to have two County paid single subscriber coverages and still be eligible for the payment in lieu of health insurance (five hundred dollars (\$500.00) each).

An employee losing health insurance coverage from another source shall notify the County Personnel Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following alternate coverage. The employee shall be paid a pro-rated payment. Said payment shall be based on the number of months of full time service credited to an employee from the preceding September 1.

Employees eligible for payment in lieu of health insurance and who retire on a regular or disability basis shall be paid a pro-rated payment. Said payment shall be based on the number of months of full-time service credited to an employee from the preceding September 1.

An employee who obtains health insurance coverage from another source, and elects not to be covered by the County's health insurance shall be paid a pro-rated payment. Said payment shall be based on the number of months of full time service credited to an employee from the time they obtained the alternate coverage until September 1.

Section 2. Retirees Health Insurance.

(a) Eligibility. The Employer agrees to provide the same health insurance coverage referred to in Section 1 of this Article for all eligible employees with the Employer paying the appropriate health insurance premiums. Retirees are required to apply for Medicare (Parts A and B) when they are eligible to do so.

(1) An eligible employee is one who:

i. Has twenty-five (25) years of service under the Municipal Employees Retirement System (MERS); is at least fifty-five (55) years of age; and has not had any lapse in group health coverage, or

ii. Is retired due to a duty disability as determined by MERS, or

iii. Is an employee who retires with twenty-five (25) years of service and has not attained the age of (55) and who maintains group health coverage. When said employee reaches age 55, he becomes eligible for the Employer's paid group health coverage as provided herein, provided, the employee can document continuous group health coverage from the date of retirement. It is the expressed intent of the parties that years of service (25 years of service) be rewarded.

2. For those employees who become a part of the bargaining unit after October 1, 1998, an eligible employee is one who:

i. Has twenty-five (25) years of service with Eaton County (prior military service time purchased in accordance with MERS policy can be included in the 25 year requirement); or has twenty-five (25) years of service under MERS; and has purchased prior service credit before October 1, 1998; and is at least fifty five (55) years of age; and has not had any lapse in group health coverage, or

ii. Is retired due to duty disability as determined by MERS, or

iii. Is an employee who retires with twenty-five (25) years of service (as defined in (2) (i) above); and has not attained the age of (55); and who maintains group health coverage. When said employee reaches age 55, he becomes eligible for the Employer's paid group health coverage as provided herein, provided, the employee can document continuous group health coverage from the date of retirement. It is the expressed intent of the parties that years of service (25 years of service) be rewarded.

(b) Working Elsewhere After Retirement. An eligible retiree, past or present, may be employed elsewhere after retirement. If such eligible retiree's employment is with another Employer providing group health coverage, which is available at no cost and is

equal to or better than the coverage provided by the Employer, he must secure coverage from that group. The retiree may return to the Employer's group health coverage upon his separation from the other Employer or if the group health coverage with the other Employer does not continue to be available at no cost or be equal to or better than the coverage provided by the Employer.

(c) Alternate Coverage. An eligible retiree, past or present whose spouse has group health insurance coverage from another source which is available at no cost and is equal to or better than the coverage provided by the Employer must secure coverage for the spouse from that group. The spouse may be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be available at no cost or be equal to or better than the coverage provided by the Employer.

(d) Spouse Coverage. An eligible employee may include health insurance coverage for his spouse under the following conditions:

1. From the date of the employee's retirement up until the annual open enrollment period for group health coverage, the Employer will pay 50% of the premium difference required to include the spouse with the employee paying the remaining 50% of the premium difference.

2. For the next twelve month period, the Employer will pay for 60% of the premium difference required to include the spouse with the employee paying the remaining 40% of the premium difference.

3. For the next twelve month period the Employee will be responsible for paying 70% of the premium difference required to include the spouse with the employee paying the remaining 30% of the premium difference.

4. For the next twelve month period the Employer will be responsible for paying 80% of the premium difference to include the spouse with the employee paying the

remaining 20% of the premium difference.

5. For the next twelve month period the Employer will pay 90% of the premium difference required to include the spouse with the employee paying 10% of the premium difference.

6. The Employer will be responsible for the entire premium payments made thereafter. An employee whose spouse is not immediately covered from the date of the employee's retirement because of alternate coverage as specified in (c) above, and who subsequently becomes eligible shall enter the Employer's payment schedule based on the date of the employee's retirement.

In the event of the employee's death, the spouse (at the time of retirement) may continue coverage as described in this Section at the Employer's expense.

In the event of the death of the employee's spouse (at the time of retirement) and if the employee remarries, the new spouse may be covered at the employee's expense.

(e) Any employee who retires and is eligible for health insurance coverage with the Employer's health insurance Plan may, at the employee's option, purchase that insurance for any person, determined by the plan to be an eligible "dependent". The difference in premium to cover this dependent will be paid in full by the employee. In the event of the death of the employee, the spouse may choose to continue coverage for an eligible dependent as long as that dependent maintains that status, This additional premium will be paid in full by the spouse of the deceased employee.

(f) Continuation of Employer's Group Health Coverage. Any employee who retires and is not eligible for health insurance coverage as described herein and (1) who is immediately eligible for retirement benefits under MERS or (2) is retired due to non-duty disability as determined by MERS may remain on the Employer's health insurance plan by paying the full amount of the premium on a prepaid quarterly basis. Procedure for such payment will be established by the Employer.

Section 3. Increased Premiums. Insurance premium increases during the life of this Agreement shall be paid by the Employer.

Section 4. Dental Insurance. All employees and their families shall be covered by a Dental Plan. Dental services will be provided with the employee paying 50% of claims and the Plan paying 50% of the claims up to a maximum of \$600 per covered person per year. Effective January 1, 1999 the annual maximum will be increased to \$1,200.

Section 5. Life, Sickness and Accident Benefits.

(a) Life Insurance. The County provides life insurance coverage (\$10,000) and accidental death and dismemberment insurance coverage (\$15,000) for all regular full time employees. Effective January 1, 1999, the life insurance coverage shall be increased to \$20,000 and the accidental death and dismemberment insurance coverage shall be increased to \$20,000. Coverage for employees shall begin on the first day of the month following 30 days of employment. The County shall pay the entire premium costs for all such coverage. An employee may convert the County policy to a personal policy when they terminate their employment, if permitted by the insurance carrier.

(b) Sickness and Accident Insurance. The County provides S & A insurance coverage for all regular full time employees. During the time an employee is off of work on the Sickness and Accident Program, they shall have no replacement employment. The coverage shall provide the following:

66 2/3% of basic weekly earnings to a maximum of \$335 for 26 weeks maximum, commencing the first day if an accident and eighth day if an illness.

Coverage for eligible employees will begin on the first day of the month following 30 days of continuous employment. The County shall pay the entire premium cost for all such coverage.

employment. A physician will be designated by the County to provide such services. The injury must be immediately, or as soon as practical thereafter, reported to the Personnel Office so that the appropriate forms can be completed. Arrangements can then be made to see the designated physician.

After ten (10) days from the inception of medical care, an employee may treat with a physician of his own choice but he must first notify the Personnel Office of the name of the physician and his intentions to treat with such physician.

Failure to follow these procedures will result in the denial and refusal of payment of medical bills where treatment has been sought outside the proper guidelines.

(b) When an employee is off work and entitled to workers' compensation payments, the County will provide the difference in pay between an employee's regular pay and the workers' compensation benefit for a period not to exceed one year.

Section 10. Pension.

(a) Continuation of the Municipal Employees' Retirement System (MERS). The Employer agrees to continue to apply the Municipal Employees Retirement System (MERS) to employees in the bargaining unit represented by the Lodge for the duration of this Agreement as set forth in the plan, the terms and conditions of which are binding on the parties as though fully set forth herein, with the same benefits as presented in effect.

(b) Employees Contribution. The employees' contribution rate to their Retirement Plan shall be 16.5%.

(c) Benefit Programs 3.2% Multiplier and E-2. The plan for all unit employees

shall be the 3.2% Multiplier Benefit Program (credited service at the time of termination of employment multiplied by 3.2% of final average compensation to a maximum of 80% of final average compensation). The employee computed contribution rate to support the 3.2% Multiplier Benefit Program is 4.9% as evidenced by the Settlement Agreement between the Employer, the Lodge, and MERS dated December 18, 1997, which is hereby incorporated by reference.

The plan for all unit employees shall include Benefit Program /E-2. The employee computed contribution rate to support Benefit Program E-2 is 4.2% as evidenced by the valuation and letter dated June 9, 1993 from Gabriel, Roeder, Smith and Company.

(d) Benefit Program F 50/25. The plan shall provide for no reduction in pension for those employees who retire and are less than 60, but at least 50 years of age with 25 years or more of credited service (Benefit Program F 50/25). The Employer computed contribution rate to support Benefit Program F 50/25 is 2.5% as evidenced by the valuation and letter dated June 9, 1993 from Gabriel, Roeder, Smith and Company.

(e) Benefit Program FAC-3. The plan for all unit employees shall include a Benefit Program FAC- 3, which provides for the final average compensation being computed on the highest thirty six (36) consecutive months of earnings, divided by three (3).

(f) No matter respecting the Pension Plan shall be subject to the Grievance Procedure of this Agreement.

Section 11. Right to Change Carrier. The Employer reserves the right to change insurance carriers, provided that equivalent benefits can be provided to the employees.

Section 12. False Arrest & Liability Insurance. The Employer shall provide liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000), combined single limit with an excess insurance limit of liability of One Million Dollars (\$1,000,000) against liability for acts of an employee while he is acting within the scope of his authority. A copy of the policy will be furnished to the Lodge Bargaining Committee upon request.

The Employer will provide to the employee such legal assistance as will be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is acting within the scope of his authority; provided that notification is immediately given to the Employer that service of process was made upon the employee.

Section 13. Group Deferred Compensation Plan. The employees are eligible for a group deferred compensation plan provided by the Employer. There are three open enrollment periods each year, those being January, May and September.

ARTICLE 17 UNIFORMS AND EQUIPMENT

Section 1. Uniforms. The Employer agrees to furnish, repair and replace all uniforms required for the employees covered by this Agreement.

Section 2. Clothing Allowance. Employees required to work in plain clothes shall receive a clothing allowance not to exceed Two Hundred Fifty (\$250.00) Dollars per year, to be paid in two (2) equal installments.

Section 3. Cleaning Allowance. All uniformed and plain clothed employees, shall receive a cleaning allowance not to exceed Two Hundred (\$200.00) Dollars per year, to be paid in two (2) equal installments.

Section 4. Reporting Defects of Equipment. 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 a person properly certified in the repair and maintenance of said equipment or the Sheriff or his representative.

When the occasion arises where an employee gives written report, on forms in use by the Employer of a vehicle being in an unsafe operating condition, and receives no satisfactory explanation from the Employer, he shall take the matter up with the officers of the Lodge who will take the matter up with the Employer.

Section 5. Reimbursement of Personal Property in the Line of Duty. The Employer agrees to financially compensate an employee for loss of, or damage to, certain personal property in the line of duty, where such personal property is determined to be necessary to the performance of the employee's duties. Requests for reimbursement shall be submitted to the Division Commander in writing, accompanied by proper documentation. Properly documented requests for reimbursement involving eyeglasses, prescription sunglasses, watches (under \$50.00), and flashlights will automatically be honored. Other personal property claims will be reviewed by the Chief Deputy and Undersheriff, and will be paid, negotiated, or denied, on the basis of reasonableness.

ARTICLE 18 LONGEVITY PAY

Section 1. Schedule. All regular full-time employees as of December 1, of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following schedule:

<u>Years of Continuous Service</u>	<u>Annual Benefit</u>
At least 5 years but less than 10 years	\$ 200

At least 10 years but less than 15 years	\$ 500
At least 15 years but less than 20 years	\$ 800
20 years or more	\$1,100

Section 2. Payments Made. Longevity payments shall be made on the first pay day in December.

Section 3. Pro-rated Longevity Payment. Longevity pay shall be pro-rated depending on the number of months in the year during which an employee has been in each category (e.g., an employee hired on September 1 shall receive \$50 {3/12 of \$200} in the December following the completion of his fourth year of service, and \$275 {\$200 plus 3/12 of the \$300 difference between annual benefits} in the December following the completion of his ninth year of service, etc.)

Section 4. Retirement. Employees who are eligible for longevity payments and who retire on a regular or disability basis shall be paid a pro-rated payment. Said payment shall be based on the number of months of full-time service credited to an employee from the preceding December 1.

ARTICLE 19 EDUCATION BONUS

Section 1. Education Bonus. An education bonus for post-high school study will be paid as follows for employees hired prior to January 1, 1982:

(a) An employee with an Associate Degree or the equivalent (65 semester credits or 90 quarter credits) shall be paid four percent (4%) of base pay per year.

(b) An employee with a Bachelor's Degree shall be paid six percent (6%) of base pay per year.

Section 2. Non-Cumulative. The bonuses provided in this Article shall not be cumulative, i.e., if an employee has a Bachelor's Degree and had previously been receiving the four percent (4%) bonus for an Associate Degree, the six percent (6%) bonus shall include the previous four percent (4%) bonus, and shall be computed on the employee's base pay excluding the four percent (4%) bonus.

ARTICLE 20 **BULLETIN BOARD**

Section 1. Bulletin Board Space Provided. The Employer shall provide bulletin board space which may be used by the Lodge for posting notices relating to Lodge affairs. This space shall be in the office in Charlotte and any sub-office established in the County. All notices posted by the Lodge shall be posted in all such offices or sub offices, where employee members report for work.

Section 2. Copies Provided to Employer. The Lodge shall have all notices posted on the Bulletin Board signed by a Union Officer or Steward, and provide the Employer a copy prior to posting. Nothing shall be posted which is defamatory or impairs the operation of the Department or which constitutes partisan political campaign material.

ARTICLE 21 **STRIKES AND ILLEGAL ACTIVITY**

Section 1. No Strike Pledge. Neither the Lodge 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, walkout, slowdown, or refusal to do reasonably assigned work or interfere in any manner

ARTICLE 24
COMPLETE AGREEMENT

It is hereby agreed that this Agreement is the complete understanding between the parties. Any subject whether discussed during negotiations or not shall not be negotiated during the life of this Agreement, except by mutual agreement by the Employer and the Lodge.

ARTICLE 25
MISCELLANEOUS

Section 1. Humanitarian Clause. Should an employee, covered by this Agreement, become physically or mentally handicapped to the extent that he cannot perform his regular job, the Employer will make a reasonable effort to place the employee in a position either in or out of the bargaining unit that he is physically and mentally able to perform.

Section 2. Special Conferences. Special conferences for important matters, including safety, will be arranged between the Lodge 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 (1) or more representatives of the Employer and one (1) or more representatives of the Lodge. 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 weekday.

Section 3. Equality of Treatment. It is agreed by the Employer and the Lodge that the County is obligated, legally and morally, to provide equality of opportunity,

consideration and treatment of all members of the Lodge and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the County in all phases of the employment process.

ARTICLE 26
LODGE REPRESENTATION

Section 1. Representation. Employees shall be represented by two (2) Division Officers, a Division President and a Division Director and/or two (2) alternate Stewards. At the direction of the Division President, the alternate Stewards shall represent the employees.

Section 2. General Rules. The authority of the Officer, or alternate Steward, 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 Officer or alternate Steward to leave his work for these purposes subject to overriding work consideration. The privilege of such Officer or alternate Steward leaving his work during hours without loss of time or pay is 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 Officer or alternate Steward, may be required to record time spent. All such Officers or alternate Stewards will perform their regular duties in addition to the handling of grievances provided herein.

Section 3. Notice to the Employer. The Lodge will furnish the Employer with the names of its Officers and Stewards 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 Lodge with which it may be dealing.

ARTICLE 27
GENDER

The use of the male gender herein shall include the female, and vice versa.

ARTICLE 28
HEADINGS

Any headings used in the Agreement are for description purposes only and neither add to nor subtract from the language of the Articles or Sections they head.

ARTICLE 29
JURY DUTY LEAVE

Employees required to appear for jury qualifications or jury service and who have been notified of such subsequent to their hire date shall be granted leave with regular pay; however, any money earned as a juror, except the money received for mileage and meals, shall be turned over to the County. Such hours shall not be counted for computing overtime or other premium pay. To qualify for jury duty pay, an employee must give immediate notice to his supervisor when notified of his selection by showing his Notice of Jury Duty, and must report for work immediately upon his release from jury service each day.

ARTICLE 30
USE OF PERSONAL VEHICLES

Section 1. Mileage Allowance. Employees who are authorized to use their own personal automobile in the performance of their duties shall receive mileage reimbursement based on the most current available rate, and any updates thereof, set by the Internal Revenue Service. The Employer reserves the right to require an employee to use a County vehicle, if available. Nothing in this Section prohibits the Employer from permitting an employee to utilize his own vehicle without reimbursement where it is the employee's preference to do so.

Section 2. Mileage for Court Duty. Mileage for Court Duty shall not include the round trip distance the employee regularly drives from his home to his work site and back home again.

ARTICLE 31
NEW JOB CLASSIFICATION

Section 1. Written Notice to Lodge. In the event the Employer establishes a new classification which cannot be properly placed in the existing classification and rate structure, the Lodge will be notified in writing.

Section 2. Employer Established Rate. The Employer will, after written notice to the Lodge, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Lodge. During this period, the Lodge may request in writing a meeting with the Employer to review the temporary rate. If a rate cannot be agreed upon, the parties' dispute with regard to same may be submitted to mediation and, if necessary, public Act 312 arbitration. Such appeal shall preclude submission of a new classification rate to the contractual grievance procedure.

Section 3. Retroactivity. If a new rate is agreed upon, it shall be applied retroactively to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.

ARTICLE 32
FITNESS PROGRAM

The Employer shall make available to interested employees a voluntary physical fitness program.

ARTICLE 33
DURATION

Section 1. Length of Contract. This Agreement shall remain in full force and effect until September 30, 2000 at 11:59 p. m. 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 one hundred twenty (120) days prior to the expiration date of this Agreement, or any anniversary thereof.

Section 2. Amendment/Modification. Upon mutual agreement of the parties, this contract may be amended or modified at any time during its term.

APPENDIX A
SALARY SCHEDULE

<u>CLASSIFICATION</u>	<u>January 1, 1998</u>	<u>October 1, 1998</u>	<u>October 1, 1999</u>
Chief Deputy	\$50,328	\$51,712	\$53,134
Captain	\$47,931	\$49,249	\$50,603
Lieutenant	\$45,649	\$46,904	\$48,194
Corrs. Lieutenant	\$43,823	\$45,028	\$46,266
Sergeant	\$41,600	\$42,848	\$44,133
Corrs. Sergeant	\$39,936	\$41,134	\$42,368

APPENDIX B PROMOTIONS

Section 1. Definition. The purpose of this Appendix is to establish an approved system for promotion for the position of Sergeant to Lieutenant and for the position of Corrections Sergeant to Corrections Lieutenant exclusively.

Section 2. Posting. Notices of a promotional opening will be posted for a period of seven (7) calendar days and employees wishing to fill such positions shall submit a letter of application to the Sheriff via the chain of command during the said seven (7) day period.

Section 3. Program Weight. Scores will be based upon the written examination, an Assessment Center or Modified Assessment Center and Seniority within Command Unit.

- (a) Written examination: 50 points
- (b) Assessment Center/Modified Assessment Center: 90 points.
- (c) Seniority Within Command Unit: Will be scored as a factor in this rating as 1 point per year to a maximum of ten (10) points.

Section 4. Roster. For each rank position, a roster of selection will prevail. This means that scores will be in consecutive order, with the Sheriff having the option to promote a person for each position from the three (3) highest scores.

Section 5. Examination Period. Promotion exams will be given as the need arises except that every time there are promotional exams a two (2) year eligibility roster will be made and any time a promotional opening occurs during this two (2) year period the Sheriff will choose a person from this roster in accordance with Section 4. Once this roster expires no new roster will be made until the need arises in conjunction with promotional exams.

Section 6. Job Probation. All promoted employees shall be on probation for a period of six (6) months immediately following promotion. During such probationary period, the Sheriff may, demote the employee to his former rank for just cause or the employee may, on his own volition, request in writing to be relieved of his new rank and be returned to his former rank or position. After completion of the probationary period, an employee may be demoted for just cause.

Section 7. Notification. Examination notices for all competitive promotions shall be posted on the bulletin boards throughout the Department for a minimum of fifteen (15) days prior to the examination date. Subjects to be covered in the written and oral exams shall also be posted fifteen (15) days prior to the examination date.

Section 8. Eligibility. (a) Lieutenant: Must be a Sergeant currently and have completed the required probationary period in the Eaton County Sheriff's Department as a Sergeant. Any employee promoted into the bargaining unit after January 1, 1995 must also have a Bachelor's Degree from an accredited College or University.

(b) Corrections Lieutenant: Must be a Corrections Sergeant currently and have completed the required probationary period in the Eaton County Sheriff's Department as a Corrections Sergeant. Any employee promoted into this bargaining unit after January 1, 1995 must also have a Bachelor's Degree from an accredited College or University.

Section 9. Written Examination. The content of any written examination will be developed by the Michigan Municipal League or developed by another method upon mutual agreement of the parties. The written examination will be appropriate to the position being considered. Only the top eight (8) employees who score the prescribed minimum or above on the written examination, as determined by the testing agency, will be eligible to participate in the Assessment Center.

Section 10. Assessment Center/Modified Assessment Center. The Assessment Center will be scheduled when a promotional opening is posted. The Sheriff will

determine what established assessment agency will be utilized for this process.

Section 11. Oral Board. An Oral Board may be conducted by the Assessment Center.

Section 12. Exam Procedure. Any employee has the right to examine the results of his own written examination and the Assessment Center. These documents are confidential and they cannot be removed from the files except as set forth hereafter: The contents of promotional documents will be made known only to the Sheriff and his designee and the employee himself or his designee. The total final score of each participant will be ranked and the list made available to each contestant.

Section 13. Promotional Process for the Classification of Captain and Chief Deputy. The Sheriff shall select employees for the position of Captain or Chief Deputy from the bargaining unit personnel who apply for the position except for probationary Sergeants. Any employee promoted into this Bargaining Unit after January 1, 1995 must have a Bachelor's Degree from an accredited College or University to be eligible for promotion. Notices of a promotional opening will be posted for a period of seven (7) calendar days and employees wishing to fill such position shall apply in writing to the Sheriff during the said seven (7) day period. If the promoted employee does not successfully complete a six month probationary period he shall revert to his former rank. No other provision of this Appendix B shall apply to this Section.

SETTLEMENT

Wages covered under this Agreement shall be effective for the first full pay period after January 1, 1998. All other provisions of the contract shall be effective upon signing or as soon as reasonably possible, unless otherwise stated.

LETTER OF UNDERSTANDING
HEALTH INSURANCE FOR RETIREES

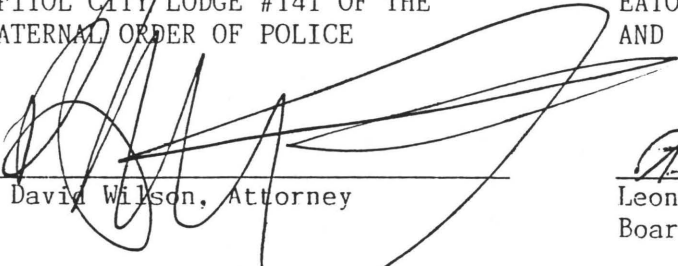
1) Corrections Sergeants Ron Rainey and Lem Hunt will be allowed to be considered as eligible employees for paid health insurance benefits pursuant to Article 16, Section 2, upon reaching age fifty-five (55) even though they will not have twenty-five (25) years of service under the Municipal Employees Retirement System (MERS).

2) It is expressly understood and agreed to by the parties that there will be no further consideration given by the Employer to any Lodge or individual requests regarding exceptions from the language contained in Article 16, Section 2, Retirees' Health Insurance.

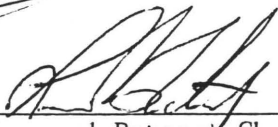
Dated this 2nd day of August, 1990.

CAPITOL CITY LODGE #141 OF THE
FRATERNAL ORDER OF POLICE

EATON COUNTY BOARD OF COMMISSIONERS
AND THE EATON COUNTY SHERIFF




R. David Wilson, Attorney



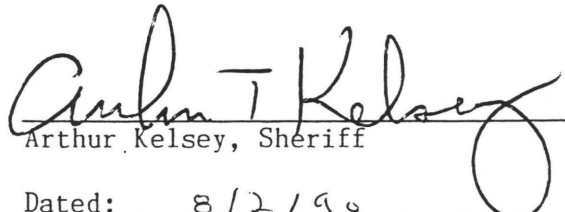
Leonard Peters, Chairman
Board of Commissioners

Dated: 8/1/90

Dated: 8/1/90



Chris A. Jones
Division President



Arthur Kelsey, Sheriff

Dated: 8/1/90

Dated: 8/2/90

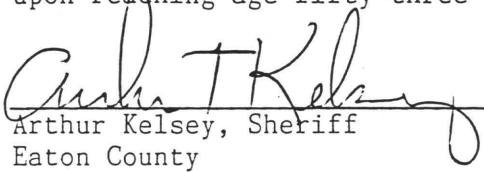
LETTER OF UNDERSTANDING

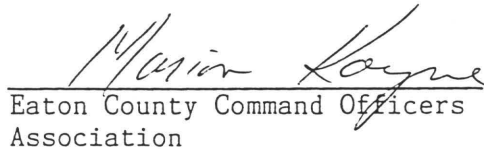
HEALTH INSURANCE FOR RETIREES


March 21, 1986

1) Sergeant Clyde Edington and Corrections Supervisor Harvey Pettit will be allowed to be considered as an eligible employee for paid health insurance benefits pursuant to Article 16, Section 2, upon reaching age fifty-five (55) even though they will not have twenty-five (25) years of service under the Municipal Employees' Retirement System (MERS).

2) Lieutenant Kenneth Dedafoe will be allowed to be considered as an eligible employee for paid health insurance benefits pursuant to Article 16, Section 2, upon reaching age fifty-three (53) due to health reasons.


Arthur Kelsey, Sheriff
Eaton County


Eaton County Command Officers
Association

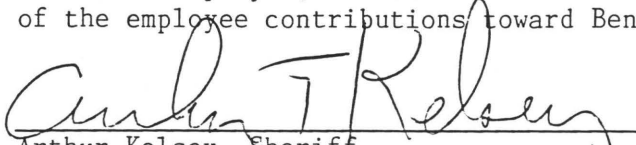

Leonard Peters, Chairman
Eaton County Board of Commissioners

LETTER OF UNDERSTANDING

EMPLOYEE CONTRIBUTIONS TO SUPPORT BENEFIT PROGRAM B-3

1988


During negotiations for the 1988 Collective Bargaining Agreement by and between the Eaton County Board of Commissioners, the Sheriff of Eaton County and the Eaton County Command Officers Association, the Association proposed Benefit Program B-3 of the Michigan Municipal Employees' Retirement System with an employee contribution of 5.0% in order to support same. The Association and members of the bargaining unit, in consideration for this benefit, hereby agree not to seek from the Employer, in successive Collective Bargaining Agreements, a reduction of the employee contributions toward Benefit Program B-3.



Arthur Kelsey, Sheriff
Eaton County



Eaton County Command Officers
Association



Leonard Peters, Chairman
Eaton County Board of Commissioners