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**COLLECTIVE BARGAINING AGREEMENT
POLICE OFFICERS LABOR COUNCIL**

Deputies Contract

THIS AGREEMENT, made and entered into the date appearing on the signatory page but effective as of January 1, 1993, by and between the County of Hillsdale and the Hillsdale County Sheriff, Gerald Hicks, (herein referred to as the "County") and the Police Officers Labor Council (herein referred to as the "Union"). Expires 12/31/95.

Hillsdale County

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THOMAS G. MOHR
COUNTY CLERK

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment and to clarify the principle that labor relations between such employees and the County as herein defined are the exclusive province of the Hillsdale County Board of Commissioners, the Hillsdale County Sheriff and the Police Officers Labor Council and its Hillsdale County Sheriff Department members.

To these ends, the employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives of the County and the Union at all levels and among all employees of the County.

The County and the Union agree that neither shall discriminate against any employee because of race, color, creed, age, sex, nationality, political belief, membership or non-membership in a union, nor shall the County or its agents or its members discriminate against any employee because of his exercising his rights under the Act, or aid and assist any other labor organization in order to undermine the Union.

CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I RECOGNITION.	4
II UNION SECURITY, REPRESENTATION, DUES & FEES	6
III PAYMENT OF UNION DUES	8
IV REPRESENTATION	9
V COUNTY RESPONSIBILITY	10
VI GRIEVANCE PROCEDURE	11
VII DISCIPLINARY PROCEDURE	13
VIII STRIKES, LOCKOUTS, RULES AND REGULATIONS	14
IX SENIORITY	15
X LEAVES OF ABSENCE	19
XI HOURS, OVERTIME AND WORKWEEK	24
XII HOLIDAYS	26
XIII VACATIONS	27
XIV WAGES AND CLASSIFICATIONS	28
XV INSURANCE AND PENSION BENEFITS	32
XVI GENERAL PROVISIONS	34

ARTICLE I. - RECOGNITION

The County, the public employer under the Public Employment Relations Act, being Public Employment Relations Act No. 336 of the Public Acts of 1947 and Act 379 of the Public Acts of 1965 as amended, and sometimes herein referred to as the Act, hereby recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment for the term of this agreement, of all full time employees working 16 hours per week, or over, for the county subject to the sheriff's direction and control, including the deputy sheriffs, jailers, radio dispatcher, marine officers and the deputies assigned to animal control, but excluding sergeants, the undersheriff, sheriff, clerical employees, maintenance men and also excluding the following:

(a) Those excluded by the statutory provision of the Act or employees of the courts who are paid by budgets other than through the sheriff's department.

(b) Part-time employees shall be included in the bargaining unit and shall be subject to the terms of the collective bargaining agreement if performing any of the work of full time employees set forth above except part-time, seasonal or maintenance employees while required to be members of the union or to pay service fees in lieu thereof, shall not be entitled to any of the benefits under the collective bargaining agreement and shall not be entitled to any fringe benefits other than overtime pay. Their pay scale shall be the lowest scale of the category to which they are assigned or as set forth herein. The Sheriff may hire a marine officer or officers from outside the bargaining unit who are non-certified officers to perform the duties of marine patrol which is a seasonal position. The number of marine officers would be limited to three (3) excluding their temporary replacements.

(c) The rules and regulations set forth the duties of the bargaining unit employees and such duties may be added to by the sheriff but shall not be restricted or subtracted from during the term of this agreement.

(d) Definition:

A Sheriff's reserve is a volunteer officer who is not certified by MLEOTC and does not meet the standards of Public Act 203 of 1965, who is volunteering his/her services to the Hillsdale County Sheriff's Department.

Guidelines:

(1) All applicants for the position of Sheriff's Reserve shall have a background investigation conducted by the Sheriff or his designee prior to his/her being sworn in as a reserve. The applicant shall have no prior felony convictions in order to be considered for the position.

(2) Hours

Sheriff's reserves may work any shift with the approval of the sheriff.

A reserve will work only under the supervision of a certified road deputy. It will be the decision of the certified road deputy whether the reserve officer shall ride with him. Management cannot mandate that certified road deputies take a reserve officer with them.

Reserve officers will only assist certified road deputies and cannot at any time be used as a substitute for a certified officer.

Reserves will not be considered a second man to avoid the payment of overtime nor for any other reason.

(3) Seniority

Reserve officers will not obtain any seniority for any purpose.

Reserve officers will have no grievance rights nor be entitled to any benefits under the Police Officers Labor Council contract.

(4) Pay

Reserve officers will not receive any type of monetary compensation for their services.

ARTICLE II. - UNION - SECURITY, REPRESENTATION, DUES AND FEES

Section 1. Agency Shop or Union Membership. It is the intent of this agreement to make a legal provision for the voluntary payment by all the members of the bargaining unit of a representation fee or for voluntary union membership as they shall choose. The county and the union agree that they will not discriminate against any employee as set forth above in regard to terms of hire or conditions of employment in order to encourage or discourage membership in the union.

- (a) Present employees who are members of the union shall be deemed to be continuing members subject to the provisions of this agreement and shall, if they desire, remain members for the duration of this agreement. Employees not members of the union on the effective date of this agreement may become members if they desire and they may file an agreement for check-off of dues and fees as hereinafter provided. Such dues and fees shall be collected according to the terms of such agreement in the form attached. The union will accept into membership all employees who apply for the same and tender dues and fees as uniformly required as a condition of membership.

Section 2. On or before the 31st day following the beginning of employment or 31 days from the time this agreement is executed, whichever is later, each employee covered by this agreement shall decide whether or not to apply for membership in the union by executing membership and dues authorization cards as may be required by the union or not to apply for membership; meaning in which event, employees may execute the representation fee authorization check-off card hereinafter referred to or the regular union membership card also hereinafter referred to or shall pay monthly union dues or the representation fee.

Section 3. Employees covered by this agreement who are not members of the union shall pay a representation fee equivalent to the amount of dues uniformly required by members of the union.

Section 4. Employees who fail to remain members of the union or in the alternative to pay the representation fee shall be discharged by the county within 30 days after receipt of a written notice to both the county and the employee from the union unless the county is otherwise notified by the union and the employee in writing within such period that such default has been rectified. Provided, however, the union agrees to indemnify and save the employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of dues, initiation fees, representation fees or the discharge of an employee for non-payment thereof.

Section 5. This provision, with respect to membership in the union, shall not affect the county's rights with respect to exercise of the provisions of this contract as they relate to the retention or termination of the employees, including probationary employees, so long as such employees, as may be required hereunder, maintain union membership or pay the representation fee. The county clerk's office will furnish to the union a list of all new hires of the sheriff's office who may become subject to this agreement at the end of each pay period and the application for employment will contain the provisions concerning the election to participate in the insurance program. In the event an employee's seniority is terminated for any reason, the union will be notified by the county of the names of the employees following the end of each month in which termination of seniority took place.

Section 6. Probationary employees shall not have any rights under this agreement other than those set forth with respect to pay and overtime or other fringe benefits provided for under the seniority clause after their initial 30 day period.

Probationary employees shall not be entitled to process grievances except as to matters concerning health and safety. This change shall apply only to probationary employees hired after August 1, 1992.

ARTICLE III. - PAYMENT OF UNION DUES

Section 1. During the life of this agreement and to the extent the laws of the State of Michigan permit, the county agrees to deduct union membership dues and/or any other fees levied, in accordance with the constitution and by-laws of the union, from the pay of each employee who executes or has executed an "Authorization for Union Deduction" form. Such dues and/or fees must be tendered by payroll deduction.

Section 2. Deductions shall be made only in accordance with the provisions of said "Authorization for Union Deduction" form.

Section 3. A properly executed copy of such "Authorization for Union Deduction" form for each employee for whom union membership dues and/or fees are to be deducted shall be delivered to the county before any payroll deductions are made. Any "Authorization for Union Deduction" forms which are incomplete or in error will be returned promptly to the designated financial officer of the local union.

Section 4. Deductions for each calendar month shall be remitted to the designated financial officer of the local union with a listing of employees for whom said deductions were made within 15 days after date of deduction.

Section 5. The county shall not be liable to the union by reason of the requirements of this agreement for the remittance of payment of any sum other than that constituting actual deductions from wages earned by employees.

The union will protect, save harmless and indemnify the county from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the employer for the purpose of complying with this Article of this agreement.

Section 6. The county shall commence deduction of the union membership fees and dues as authorized by the employee or the deduction of the representation fee assessed against its members on a uniform basis. Employees shall either remain members of the union for the duration of this agreement or in lieu thereof shall pay the representation fee as a condition of continued employment.

ARTICLE IV. - REPRESENTATION

Section 1. The employees shall be represented by a bargaining committee of the chief steward and not more than four (4) employees, which committee shall be selected in a manner determined by the employees and the union. The chief steward shall act as chairman and the other committee members may act as stewards. Said committee may at their option have their business agent present during the time the committee is functioning. Reasonable arrangements will be made to allow committee members time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings during their working hours. Committee members shall have access to county premises for the purposes of investigating and adjusting any complaints therein by arranging with the county to visit such premises during regular working hours, but on none of such visits shall the union committee members interfere with maintenance of discipline or the regular work being carried on. Committee members will be paid for time off their job during their working hours if they have properly reported off their job to investigate and process legitimate grievances or to attend county scheduled negotiations or grievance proceedings. The union shall be permitted the use of county premises for union meetings with proper notice to and with permission of the sheriff.

Section 2. The stewards shall function only in the absence of the chief steward. The stewards may also process a reported employee grievance as provided by the first step of the grievance procedure. Thereafter, the reported grievance shall be processed by the chief steward or other designated union representative as defined by the appropriate steps of the grievance procedure.

Section 3. The chief steward shall be released from his work assignment to represent his union without loss of pay after giving notice to the sheriff for a period of time not to exceed five (5) working days per year.

ARTICLE V. - COUNTY RESPONSIBILITY

The management of the business of the county and its sheriff's department is vested exclusively in the county of Hillsdale as provided by law and the county reserves to it all management functions including full and exclusive control of the content of work and the direction and supervision of the operation of the county business and of the employees of the county hereunder. This shall include but not be limited to discharge for just cause, to establish classifications, lay off employees because of lack of work or for other legitimate reasons, to combine or split up departments, to require employees to observe reasonable county rules and regulations not inconsistent with the provisions of this agreement, to decide on the functions to be performed, hours and schedules to be worked and what work is to be performed by county or outside agencies, to establish standards of performance and fitness, all of which shall be subject to the applicable express provisions of this agreement. 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, except where any of the provisions hereof is in conflict with or is expressly modified by the terms of this agreement.

The parties agree there shall be no discriminatory treatment of any employee for any reason but that in cases where such is charged, the union shall carry the burden of proof on the matter.

ARTICLE VI. - GRIEVANCE PROCEDURE

It is the intent of the parties of this agreement that the procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between the employees and the county as to the application, interpretation or compliance with the provisions of this agreement pertaining to wages, hours and other conditions of employment. Both parties shall make an earnest effort to settle such differences.

Step 1. An employee having a grievance shall, with his steward, present it orally to his immediate supervisor within five (5) working days from the knowledge of its occurrence. If it is not settled orally, the steward shall reduce it to writing, stating the grievance and the remedy desired. Both the aggrieved employee and the steward shall sign the grievance and it shall be submitted to the employee's immediate supervisor within five (5) working days from the date of the reply to the oral presentation. The immediate supervisor shall answer the grievance in writing within two (2) working days.

Step 2. If the immediate supervisor's answer is not satisfactory, the grievance may be referred by the steward to the sheriff within ten (10) calendar days in writing (by 10 days is meant 10 days from the receipt of the answer from the immediate supervisor). The sheriff shall meet with and answer the grievance within the next five (5) working days following its presentation to him by the bargaining committee; representatives of the union or agents of the county may have the privilege of assisting at this stage of the grievance procedure or any succeeding stages.

Step 3. If the sheriff's answer is not satisfactory to the bargaining committee of the union, it may submit an appeal within ten (10) days to the sheriff's committee. The chairman of the sheriff's committee and such other members as may be available shall review said grievance and if requested at the time of submission of the grievance shall meet and discuss said grievance with the committee. Thereafter, they shall render a decision on said grievance within ten (10) working days from the date of receipt of said grievance.

Step 4. If the committee's answer is not satisfactory to the bargaining committee of the union or the sheriff, either may submit an appeal to the next meeting of the Hillsdale County Board of Commissioners. A decision shall be given within ten (10) working days.

- (a) In the event of discharge, suspension or demotion the executed written grievance shall commence at Step 2 and be submitted directly to the sheriff under Article VI.

Step 5. In the event the parties are unable to settle the matter at Step 4 and the union or the county wishes to carry the matter further, the parties agree to submit to arbitration under the provisions of the Rules and Regulations of the American Arbitration Association. In the event the parties fail to select an arbitrator by the method provided by the Association, it shall be empowered to appoint an arbitrator in accordance with its Rules and Regulations. The issues shall be specifically set forth by the party requesting arbitration and the arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this agreement or any amendments thereof or to specify the terms of this agreement or any amendments thereof or to specify the terms of a new agreement or to substitute his discretion for that of any of the parties hereto.

- (a) The request for arbitration shall be made within thirty (30) days from the time the answer was given in Step 4.
- (b) The decision of the arbitrator shall be final, conclusive and binding upon all employees, the county and the union. The expenses and fees of the arbitrator shall be paid by the losing party. There shall be no appeal from an arbitrator's decision.

Section 1. The arbitrator shall limit his decision strictly to the disciplinary action, interpretation, application or enforcement of specific articles and sections of this agreement and shall not render a decision inconsistent with, modifying or varying in any way the terms of this agreement.

Section 2. Any grievance under this article relating to the payment of wages shall not be retroactive beyond the date the grievance was first presented at Step 1. Any grievance not initiated or appealed within the time limits outlined within the Grievance and Arbitration Procedure shall be considered settled on the basis of the last answer of the county and not subject to further review. The grievance may be withdrawn at any stage of the proceedings by mutual consent of the parties.

Section 3. In the event the sheriff and Board of Commissioners fail to meet the union in a timely manner or fail to file a written grievance or answer in a timely manner, said grievance shall be sustained on behalf of the union and the grieving employee; if the union or employee fails to file timely or proceed with a grievance or pursue it through the steps through arbitration, it shall be deemed barred or to be settled on the basis of the last reply by the county.

Section 4. Saturdays, Sundays and holidays recognized under this agreement shall not be counted under the time procedures established in the grievance procedure.

ARTICLE VII. - DISCIPLINARY PROCEDURE

Section 1. No employee shall be summoned before a superior officer for disciplinary action as defined in Section 3 hereof without the right of having a union representative present. The employee may waive this right by signing a waiver to be furnished by the union holding the union harmless in connection with representation responsibility.

Section 2. The employer shall notify the employee and the union prior to any meeting which will result in disciplinary action as defined in Section 3. The employee shall be given a reasonable time to secure representation prior to said meeting.

Section 3. Discipline shall be defined as a written reprimand which is to be entered into an employee's personnel file, a suspension, demotion or discharge. No charges, complaints or information shall be used to discipline an employee unless such charge, complaint or information is furnished to said employee within a reasonable time after it comes to the attention of the employer and prior to any disciplinary action being taken.

Section 4. The employee shall have the right to review his personnel file at any reasonable time. The employee shall be furnished with a copy of any new entry and shall be given the opportunity to initial or sign such entry prior to its introduction into his file. He shall also be given the opportunity to write a reply to the same which shall be kept in his personnel file.

Section 5. Before any employees shall be required to make any written statement or written reply pertaining to any alleged misconduct on his part, excepting for alleged criminal misconduct, he shall be given the opportunity to discuss said matter with the sheriff or his designee. He shall have 24 hours thereafter to make said written statement.

Section 6. Any written reprimand shall be removed from the employee's file after two (2) years from the date of its placement in the file provided the employee has had no other disciplinary action(s) for the same violation. Any suspensions shall be removed from the employee's file after three (3) years from the date of its placement in the file provided the employee has had no other disciplinary action(s) for the same violation.

Section 7. The sheriff shall have the right to take disciplinary action as herein defined against any employee for just cause. Disciplinary action as defined in Section 3 shall be reviewable through the grievance procedure. Written reprimands may not proceed to arbitration.

Section 8. Excessive garnishments not protected by Federal or State Statutes shall be a cause for disciplinary procedure.

ARTICLE VIII. - STRIKES, LOCKOUTS, RULES AND REGULATIONS

Section 1. During the life of this agreement the union will not authorize, sanction, cause or support a strike as that term is defined in the Hutchinson Act, nor will any employee or employees take part in a strike, intentional slowdown or withholding of services, picket, boycott, work stoppage or any other interference with the county's services. Employees who violate this provision shall be subject to suspension or discharge.

Section 2. The union agrees that as part of the consideration of this agreement, upon receipt of notice from the county, it will take immediate steps to end any work stoppage, strike, slowdown or suspension of work in violation of this agreement.

Section 3. During the life of this agreement, the county agrees it will not cause or sanction a lockout.

Section 4. The sheriff shall establish and may modify or add to rules and regulations concerning employee conduct and standards; copies of such rules and regulations to be given to every employee.

Section 5. The Rules and Regulations shall be uniformly applied and in no event will they be applied in an arbitrary, capricious or discriminatory manner.

ARTICLE IX - SENIORITY

Section 1. The County agrees to recognize and abide by the principles of seniority as set forth below:

(a) Employees who are not hired as full time deputies will not have seniority for such part-time positions. Their seniority shall relate back to their date of hire for purposes of vacation once they have fulfilled their probation as full time employees.

(b) Deputies may be hired with road experience from outside of the bargaining unit if no employee has equal qualifications, training or ability.

(c) The principals of seniority shall be upheld at all times, provided that the person or persons who may benefit therefrom are qualified to perform the job.

Section 2. Probationary Employees. New employees hired into the union after the date that the contract is ratified shall be considered probationary employees for the first (1) year of their employment.

When an employee finishes the probationary period and accumulates one year of employment, he shall be entered on the seniority list of the Union and shall rank for seniority from the day one year prior to the date he completed said probationary period. There shall be no seniority among probationary employees.

(a) Individuals hired to perform the duties of jailer, dispatcher or animal control officer may be uncertified personnel and are not required to meet the standards of Act 203 of the Public Acts of 1965. All individuals hired pursuant to this section as jailer, dispatcher or animal control officer for the balance of this agreement shall be redlined and shall not be eligible for promotion or transfer to the classification of road deputy except those jailers, dispatchers and animal control officers who become road certified on their own may be considered for promotion or transfer to road patrol. This section shall not preclude the hiring of a certified road deputy to fill the classification of road patrol.

(b) Employees, after they have received their initial training, shall be selected on a nondiscriminatory basis for additional training at the sheriff's discretion and shall be given equal opportunity for such training. It is the intent of the parties to encourage additional training of the bargaining unit members.

Section 3. Seniority lists are to be prepared and maintained by the sheriff's department and such lists will show the names and job titles of all employees who are entitled to seniority on the date of this agreement. The sheriff will keep the seniority list for his department up to date at all times and will provide the union with an up-to-date copy at least by the 15th of January and July of each year. The Union and the Employer are in agreement with the seniority lists initialed contemporaneously with the execution of this agreement. In the event two or more people have the same seniority date and are equally qualified, they shall have their seniority determined on the basis of A to Z concept with the individual whose last name either begins with the letter A or whose last name is close to beginning with letter A to have the greatest seniority as between the individual or individuals who are otherwise deadlocked. It is agreed that layoff when necessary under the terms of this agreement shall be governed by this concept and call-back shall be in reverse order.

Section 4. Loss of Seniority. An employee will lose his seniority for the following reasons:

(a) He resigns. (When an employee expects to terminate employment with the county, the sheriff shall be notified in writing by the employee at least two (2) weeks prior to his proposed termination date. The sheriff shall not terminate such employee except for other cause prior to the end of the two (2) week period.)

(b) He is discharged for cause.

(c) He is absent for three consecutive working days without reasonable cause or without notifying the county. After such absence, the county will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

Returns from sick leave and leave of absence shall be governed by the provisions of this subsection.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure.

(e) He voluntarily retires or reaches retirement age or is physically or mentally unfit to perform his duties.

Section 5. In the event that it becomes necessary to lay off employees, probationary employees will be laid off first provided that the remaining employees are qualified to perform the work to be performed.

Thereafter, employees will be laid off according to seniority. A laid-off employee may exercise his/her seniority to bump a lesser seniority employee in an equal or lower paying classification provided the higher seniority employee has the ability and meets state mandatory requirements to perform the work. Seniority for purposes of lay off shall be defined as departmental seniority.

Section 6. The recall procedure for employees will be the same as utilized in the event of lay off except the reverse procedure will apply in that senior employees will first be returned to work in their proper classification. Employees being recalled to classifications shall include employees with more seniority who previously held the grade or classification which is the subject of recall even though not currently holding such classification.

Section 7. If an employee is transferred to a position where he is no longer a member of the bargaining unit with the union, his seniority shall be frozen and he shall no longer accumulate any additional seniority. Said employee shall have a period of 120 days to elect to remain at his new position or return to the bargaining unit. If the employee returns to the bargaining unit, his seniority shall be reinstated to the same position it was at the time his seniority was frozen, assuming said position is reasonably available, for the purposes of determining his wage schedule and for all other purposes, unless he is terminated for cause. He shall not be entitled to bump a less senior employee but shall have first preference for a vacancy.

Section 8. In the event of a vacancy or a newly created position, current employees shall be given an opportunity to transfer or be promoted to the new position or vacancy on the following basis:

(a) To be eligible for the position of the rank of Sergeant or above, the employee must have more than two years seniority, or equivalent experience may be considered for said period not to exceed two (2) years.

(b) In determining who shall be promoted or transferred, the following elements shall be considered and controlling:

Employees length of seniority;

Sufficient ability to perform the work;

Results of any testing designed to measure capability; and

Education and special training.

Employees shall be given a period of eight (8) calendar weeks to establish their ability to perform the work subject to the provisions of this section. The trial period may be extended for two additional calendar weeks with the approval of the employee and the union.

Section 9. If an employee terminates his or her employment either by quitting and/or withdrawing his or her retirement contributions and subsequently is rehired, all seniority rights, vacation eligibility and salary positions are forfeited. Refunding of retirement contributions by the employee may result in reinstatement of benefits if the plan so provides.

Section 10. Employees hired on the same date shall have their seniority determined on the basis of the A to Z concept hereinbefore described in Section 3.

ARTICLE X. - LEAVES OF ABSENCE

Section 1. Leaves of absence may be granted by the county for valid reasons, including illness and accident. A leave without pay up to 10 days in length may be granted by the sheriff for other personal reasons such as court appearance, induction physical, union representation or other causes deemed appropriate by the county, without loss of seniority. These may be extended beyond this period if application is made prior to the expiration of the original leave if good cause is shown.

- (a) In the event extended leaves are desired (beyond 30 days) these must be approved not only by the sheriff but also the sheriff's committee of the county Board of Commissioners after due notice to the union. Such leaves may be for a period of six months. During such leave periods the employee will continue to accumulate seniority.
- (b) In the event of leave beyond 30 working days, the employee shall have the right to continue to participate in all insurance packages by making arrangements with the county to pay the cost, provided that said insurance carrier has no objection.

Section 2. All leaves of absence under Section 1 shall be without pay and in the event of falsification of the reasons for leave, the employee will be subject to discharge. No leave will be granted for the purpose of engaging in gainful self-employment or as an employee of any other department, company or corporation, unless specifically approved by the above committee.

Section 3.

- (a) Each full time employee of the county shall with the commencement of this agreement be entitled to such sick leave as he has accumulated under the old contract as of June 30, 1981. Additionally, said employee shall be entitled to one workday with pay for each completed month of service after July 1, 1981 through the life of this contract. Employees who are part-time, seasonal or intermittent shall not be entitled to sick leave. On or before July 1, 1981, and on the 1st day of July of each year this contract is in force, a determination shall be made as to the number of accumulated sick days in accordance with the preceding language and on or before July 30, 1981, and on the 30th day of each succeeding July in which this contract is in force the following

Section 3. (continued)

payments for sick leave shall be made: Sick days may accumulate as hereinbefore described for either 24 or 36 days, at the option of the employee, which option shall be exercised by the employee on or before the 15th of July, 1981. This option once exercised shall apply for the balance of the contract period and the employee shall thereafter be paid on or about the 30th day of July any accumulated sick days over the 24 or 36 number which he opts to take at straight time.

- (b) Any employee eligible for sick leave with pay may use said sick leave for absence due to the weather; otherwise they are to be docked. Employees who exhaust their sick leave may use any accrued vacation time to supplement it for additional time off with pay, if required.
- (c) Unused sick leave shall accumulate up to 24 to 36 days pursuant to Section 3(a) hereof; upon an employee leaving the department for any reason, said employee shall be paid for said unused sick leave at the rate of 100% provided, however, that he has been a covered employee under this agreement with the department for two full years.
- (d) Employees absent from work on legal holidays, vacations, disability arising from injuries sustained in the course of their employment, or on special leave of absence with pay, shall continue to accumulate sick leave at the regular prescribed rate during such absence as though they were employed, subject, however, to the maximum limitations herein provided.
- (e) As soon as possible, prior to a shift, or when an employee first becomes able to notify the sheriff, if eligible for sick leave with pay, he may use such sick leave for absence due to illness, injury, absence because of exposure to communicable contagious disease, to illness or death in the employee's immediate family, or for any other reason for which leaves are otherwise permissible without pay under Sections 5 and 7 hereof. An employee on sick leave shall inform his immediate superior of the fact and the reason therefor as soon as possible. Failure to do so within a reasonable period of time may be cause for denial of sick leave with pay for the period of absence provided, however, in the event that any employee shall be drawing worker's compensation, he shall not be entitled to receive any additional payments for sick leave during the period of time when such employee is being paid worker's compensation benefits, except as provided in subparagraph (i) below. Any

Section 3. (continued)

payments received by the employee pertaining to a period where he is absent by reason of a compensated injury sustained in the course of employment shall not be charged to his accumulated sick leave.

- (f) Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in amounts not smaller than two (2) hours.
- (g) Sick leave with pay in excess of three (3) consecutive working days for reasons of illness or injury shall be granted only after presentation of a written statement by a reputable physician certifying the employee's condition or other conditions which prevented him from performing the duties of his position. An employee may be required to establish illness or injury on any occasion when he used sick leave, if requested. In the event said request is for a period of time less than three (3) days, the employer shall pay the physicians charges for said examination.
- (h) An employee who is laid off from his position for reasons that are not discreditable to him, may if reappointed within twelve (12) months, have available for his necessary use any unused sick leave existing at the time of his layoff to the extent he has not received full pay thereof. If he receives an indefinite lay-off, he shall be entitled to one-half pay for accumulated sick days or vacation on a pro-rata basis to receive 100% of his net wages during said unemployment period.
- (i) Any member injured in the line of duty who shall receive workers compensation benefits shall in addition thereto receive an amount of money from the county which when added to the worker's compensation benefits shall be equal to 100% of his average weekly wage based upon straight time. The amounts shall be due and payable for a period of up to one year unless the employee is directly or indirectly receiving remuneration from other sources for which the county is financially responsible. The county shall continue to pay all fringe benefits for that employee during the period within which he is receiving worker's compensation up to one year. After this one year period of time any accumulated sick leave or vacation time may be used to offset a reduction in pay.

Section 4. Maternity Leave. All employees who have acquired seniority will be granted leave of absence in the nature of sick leave for maternity. Employees should give their supervisors notice of their potential request for leave of absence due to pregnancy as soon as possible, preferably six months prior to childbirth. It is generally the county's policy to grant leave in such cases at least two months prior to childbirth and for two months thereafter. However, if the employee's physician indicates in writing the employee is able or unable to perform their required duties, these periods may be shortened or lengthened, provided, however, the county reserves the right to have its physician approve such leaves. At the expiration of the leave, the employee shall furnish to the county a statement from their physician concerning ability to work, or if an extension of leave is requested, it will be granted upon presentation of a statement indicating the necessity for such an extension. Such extension shall be subject to review and approval by the county's physician. Such leave will be subject to pay under the sick leave provisions solely to the extent the employee has accrued sick leave days. Thereafter, such leave will be without pay. Seniority rights during any sick leave are not impaired and upon return, the employee will be given a job commensurate with his or her ability, prior classification and seniority. Failure to report at the expiration of the period of leave or valid extensions thereof is equivalent to resignation and subject to the conditions governing resignation.

Section 5. An employee who is absent from duty shall report the reason therefor to his supervisor prior to the date of absence when possible and in no case later than noon on the first day of absence except under extraordinary circumstances. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence. Such absence may be made the grounds of disciplinary action.

Section 6. An employee shall be allowed three (3) working days as funeral leave, which leave shall terminate not later than one (1) day following the funeral for death in the immediate family, which is defined as follows:

Parents, grandparents, grandchildren, step-children (living in the dwelling), parents-in-law, brothers and sisters, or members of employee's household other than natural children and/or spouse.

A funeral leave of five (5) working days shall be granted in the event of the death of a natural child of an employee and/or the employee's spouse.

An employee serving as a pallbearer will be allowed one (1) funeral leave day with pay. Any leave in excess of three(3) or five (5) days, as the case may be, shall be taken without pay, unless charged against sick leave or with pay if the relative involved lives more than three hundred (300) miles from his residence, then an additional period of two (2) days off with pay will be given.

Section 7. Each full time shall be entitled to four (4) personal business days, provided however, 48 hours notice shall be given to the sheriff or his designee when an employee intends to use said business days.

ARTICLE XI. - HOURS, OVERTIME AND WORKWEEK

Section 1. The hours of work for all employees subject to this agreement shall normally be a forty hour, consecutive five-day period in a seven-day period, as scheduled by the sheriff. The duration of the shift schedule shall be 56 days, shall normally commence on Monday at 12:01 a.m. at the beginning of a pay period and end on Sunday at midnight at the conclusion of a pay period, shall normally consist of five (5) days of work and two pass days per week and shall be done on a bid basis only. A bid sheet shall be posted fourteen (14) days before the expiration of the current schedule and shall remain so posted for seven (7) consecutive days with each employee being given seven (7) days to sign said bid sheet. The new schedule, when completed, shall be posted three (3) days prior to the effective date. Bidding shall be done on a seniority basis only for the position for which the employee is qualified, and each employee shall indicate on the bid sheet a first, second and third choice of shift. Thereafter, the assignment of shift shall be done from the shift bid sheet based upon seniority. Additionally, employee pass days shall be determined by seniority on the shift to which the employee is assigned. Scheduling of vacations shall be done as provided in Article XIII. The pay period shall cover two (2) seven-day periods consisting of 14 consecutive calendar days and the employees will be entitled to their pay, including overtime, not later than the Friday following the end of the above 14 day period, with all withholding made from such pay as may be required by Federal, State or Municipal statutes and ordinances. An employee paid at one or more rates of pay for different duties shall be entitled to overtime at the rate paid for the duties which he is performing at the time the overtime was in fact being performed.

In filling a position or a vacancy on a shift, the sheriff, except in cases where an employee calls in sick or has an emergency arise, may use part-time qualified employees to fill said position or vacancy and to replace full time employees who are on vacation, funeral leave, personal leave, pass, military leave, sick leave or holiday. Said part-time employees may be used without limitation as to number but may not be used to undermine the bargaining unit.

In the event an employee calls in sick or has an emergency arise and the sheriff determines that the position should be filled, it shall be filled first by notifying the employees on pass on that shift on a seniority basis who are qualified for that position, and if the same cannot be filled in that manner, it shall be filled by starting at the top of the seniority list and working down.

Section 2. Overtime Administration. In emergencies, the sheriff may prescribe reasonable periods of overtime work to meet operational needs. Such overtime shall be reported and justified as required by the Personnel, Wage and Salary Committee of the Board of Commissioners. Overtime, when authorized, shall be paid from the time the employee clocks in until he rings out, subject to the approval of the sheriff or his designee.

Section 3. Employees other than supervisory employees shall be compensated for authorized overtime for work in excess of forty hours per week in the aforementioned seven day period at the rate of one and one-half their regular rate of pay. This includes work on the 6th or 7th day of the week or on holidays. Employees who work on a holiday shall be entitled to their holiday pay, plus pay at the rate of one and one-half times their regular rate for hours worked. Complete records of overtime hours shall be maintained by the sheriff and the determination of the straight time rates shall be based on applicable Federal or Michigan statutes. Employees, in the absence of emergencies, shall not work overtime unless authorized by the sheriff. In the event of an emergency, they shall report the same and perform the necessary overtime work required to complete their task or until other personnel become available. Employees' regularly scheduled off days shall not be changed for the purposes of avoiding overtime. Overtime shall not be pyramided.

Section 4. Employees called in prior to their regular shift or called back following their regular shift shall be entitled to receive a minimum of two (2) hours pay in accordance with Section 3 of this Article but shall be required to perform two hours of duties if such work is available. Such call-ins or call-backs shall be authorized only by the sheriff or undersheriff.

Section 5. Employees who are off duty and are required to attend court as witnesses or for other purposes as required by the court shall be entitled to pay for the actual time spent in the courtroom with a minimum of two and one-half hours pay, whichever is more, all in accordance with Section 3 of this Article. Employees required to attend court in another county shall be entitled to count travel time as hours worked. If an employee is required to furnish his own vehicle for transportation to another county court while performing the duties of his job, he shall be reimbursed for said mileage at the rate as from time to time is set by the State of Michigan and allowable for other county employees.

Section 6. Employees shall be allowed a forty-five (45) minute lunch hour and two (2) fifteen (15) minute work breaks, one during the first half of said shift and the other during the second half of the shift, subject to emergency situations.

ARTICLE XII. - HOLIDAYS

Section 1. All employees covered by this agreement shall be entitled to holidays and shall be paid for eight hours pay based on the regular eight hour workday for said work holiday for the following days: New Year's Day, Lincoln's Birthday, Washington's Birthday, Easter Sunday, Law Day (May 1), Memorial Day, Independence Day, Labor Day, Columbus Day, Armistice Day (November 11), Thanksgiving Day, the day before Christmas and Christmas Day.

Section 2. Holiday pay shall be paid only for work on the designated holidays appearing in Section 1 regardless of whether time off is given to employees on days other than the holiday.

Section 3. To be entitled to holiday pay employees must have 60 days of employment after their hire date and must have been regularly working prior to and following the holiday or have been laid off or on sick leave during the work week in the week in which the holiday falls. Employees who have accepted holiday work assignments and failed to report for work without cause acceptable to the county shall not receive pay for the holiday. Employees eligible for paid holidays who are required to work on a holiday will receive pay for each hour worked on such holiday in addition to his holiday pay.

ARTICLE XIII. - VACATIONS

Section 1. All employees covered by this agreement who are on the seniority list of the county shall on each anniversary of their employment date be entitled to a vacation with pay at their current rate in accordance with the following schedule:

1 Year or more - 5 days	7 Years or more - 17 days
2 Years or more - 10 days	8 Years or more - 18 days
5 Years or more - 15 days	9 Years or more - 19 days
6 Years or more - 16 days	10 Years or more - 20 days

Section 2. Employees who retire, die or terminate their employment for any reason with the county shall be entitled to accrued vacation leave with pay.

Section 3. Employees who are absent because of sickness, injury or disability in excess of that allowed under the leave of absence provisions may at the request of the employee be allowed to charge the same against their vacation leave allowance.

Section 4. The sheriff will post a list of employees to indicate their preference of vacations of each 56 day schedule. The sheriff will attempt to accommodate them according to their seniority with regard to operating requirements within the department. In the event of conflict, seniority between the employees will control.

Section 5. At no time will an employee take a vacation longer than a 21 day consecutive period without the express agreement of the sheriff.

Section 6. If a paid holiday occurs during an employee's vacation, he shall receive an additional day's pay under the holiday pay provisions for such holiday.

Section 7. Vacation pay shall not be accumulated and in the event an employee fails to request a vacation leave or does not take his/her vacation when requested prior to his next anniversary year, he will take a vacation when directed by the sheriff or with the consent of the sheriff be awarded pay in lieu thereof. If he fails to take a vacation when directed, he shall forfeit his vacation pay.

ARTICLE XIV. - WAGES AND CLASSIFICATION

Section 1. The wages of each person within the bargaining unit shall be increased as follows:

The schedules in effect on December 31, 1992, for all road deputies, correction officers, dispatchers and other personnel shall be utilized and improved by 3%. This improvement shall not be reflected in increased wages for 1993. Personnel shall receive only step increases in 1993 on their anniversary dates. Four percent (4%) shall be added to the 1993 improved schedule to arrive at the 1994 schedule and an additional 4% shall be added to the 1994 schedule to arrive at the 1995 schedule.

The wage structure for road deputies, detectives and court officers will be:

<u>Date</u>	<u>Starting</u>	<u>4th Year</u>
01-01-93	\$24,569.62	\$27,175.52
01-01-94	25,552.40	28,262.94
01-01-95	26,574.50	29,393.04

The wage structure for correction officers, dispatchers and animal control will be:

<u>Date</u>	<u>Starting</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
01-01-93	\$18,390.65	\$19,382.54	\$20,362.07	\$22,211.95	\$24,202.94
01-01-94	19,126.27	20,157.84	21,176.55	23,100.42	25,171.05
01-01-95	19,891.32	20,964.15	22,023.61	24,034.43	26,177.89

Wage increases shall be retroactive to 01-01-94 in all of the above instances.

- (a) The above years relate to the time and classification and not to seniority. However, an employee who bids from a lower classification of pay and receives an appointment to a higher classification shall start at the next highest wage schedule over what he or she is presently receiving in the lower classification. Deputies will retain their higher rate if assigned to a lower classification, except for disciplinary matters.

Section 2. In the event new classifications are established or new positions are required or the contents of the positions are to be changed, such matters shall be bargained upon between the parties hereto prior to the establishment of such classifications and positions. Correction officers, dispatch officers or animal control officer, if temporarily assigned to deputy sheriff's work, if qualified, will receive deputy sheriff's pay.

Section 3. If an employee bids on a lower classification and is awarded that position, he/she will receive the lower pay. If, however, said employee is placed in a lower classification through no fault of his own, he will continue to receive pay for the higher classification. This shall include layoff when employee may bump into a lower classification. If an employee is placed in a lower classification through disciplinary action, they will receive pay for the lower classification.

Section 4. Continuous service requires regular full time employment. Leave of absence of less than six months shall not interrupt service in the classification. Absences or leave without pay in excess of six months, except for extended service with the Armed Forces of the United States, shall be deducted in computing total service in the classification, but shall not interrupt continuous service. Employees withdrawing their retirement contributions or quitting who are rehired, shall forfeit all seniority rights and salary step positions.

Section 5. Regular employees and part-time employees shall be paid their compensation on an hourly basis, provided that part-time employees shall be paid the hourly rate of starting pay in all classifications or the starting deputy sheriff's classification.

Section 6. The county shall furnish each road deputy with the following equipment:

<u>Clothing</u>	<u>Equipment</u>
3 pair pants	1 hat badge
3 long sleeve shirts	1 sheriff badge
3 short sleeve shirts	1 set collar brass
3 ties	1 complete Sam Brown set
1 hat w/rain cap cover	1 set handcuffs
1 winter hat	
1 raincoat	
1 spring jacket	
1 winter jacket	
1 tie clasp	
1 name plate	
1 belt	
* initial footwear	

All other full time employees of the department including the animal control officer, correction officers and dispatchers shall receive all of the above equipment and clothing except:

- 1 hat w/rain cap cover
- 1 winter hat
- 1 hat badge
- 1 sheriff badge
- 1 complete Sam Brown set
- 1 set handcuffs

The initial issue of footwear shall be furnished to all full time employees but shall be limited to a \$100 expenditure.

All uniforms and equipment will be replaced as needed at the discretion of the sheriff.

A cleaning allowance in the amount of \$250 annually shall be paid to each full time employee. This cleaning allowance shall be paid in two equal installments commencing in January and each six months thereafter during the term of this contract. Part-time employees shall not have a uniform allowance but the sheriff shall furnish to them while they are performing their duties a uniform suitable for their needs.

The sheriff, at his discretion, shall provide ammunition for target practice for the employees.

Section 7. A gun allowance of \$300 will be payable to each deputy sheriff who is qualified for road duties and has the required training even though not assigned to that classification. Said deputy shall be expected at all reasonable times to carry said firearm during off duty hours. Such amount will be payable on the first business day of each year; provided, however, in the event the employee is discharged or quits he/she shall refund to the county the prorata share of the gun allowance for the period of the calendar year in which he/she did not serve as deputy. This refund shall be expressed as fraction of days not worked during the year divided by 365 times \$300.

$$\frac{\text{days not worked during year}}{\text{divided by 365}} \quad \times \text{ (times)} \quad \$300$$

Section 8. Employees returning from leaves of absence of less than six months shall continue the same salary schedule. When they have been on leave longer than six months, the period of time shall be deducted from their seniority and shall also be deducted from their vacation eligibility and continuous employment record. Employees returning from military leaves of absence who are

reinstated to their positions previously held shall be entitled to receive compensation at the rate to which they would have been entitled had their service with the sheriff department continued even though they were with the Armed Forces if this is required by the Armed Services Act.

Section 9. Each deputy sheriff who is certified shall have the option of carrying, while on duty, a 357 magnum with a 4 inch barrel, a 45 caliber semi-automatic pistol or a 9mm semi-automatic pistol with appropriate leather holster and pouch which must be approved by the sheriff and shall be purchased by the employee at his expense.

ARTICLE XV. - INSURANCE AND PENSION BENEFITS

Section 1. The county, for the duration of this contract, will pay the full premium costs of the present Blue Cross/Blue Shield coverage with its present deductibles and co-pays for the employee and his legal dependents. In the event an employee is laid off, the insurance will be continued for one month following the month in which the layoff occurs. The word "dependents" shall be determined by definition issued by the insurance company provided, however, that in the event the spouse of the employee is entitled to coverage by reason of his or her own employment, only the single coverage will be available through the county. The county may, if they so desire, procure equivalent coverage through another carrier at their expense.

The county will also continue for the duration of this contract the present dental and optical programs for the employees and their dependents.

Section 2. The county will continue for the duration of the contract to carry for each full time employee who is a member of the bargaining unit group life and accident insurance in the same amounts as in the past with the same options and coverages including false arrest insurance.

Section 3. The county may elect to represent a member against whom a claim or a civil suit is brought for any act, action or omission, arising within the course of his regular employment and in the event the county does not elect to represent the member employee, it shall indemnify him paying all costs of litigation, judgments, settlements entered into with the approval of the county, including court costs and attorney fees where it is determined by final court decision that the member was not civilly liable or was civilly liable for an unintentional tort arising within the scope of his employment even though said action may be dismissed. The county shall similarly pay attorney fees for the defense of an employee who is sued civilly for an intentional tort provided that the employee is awarded a judgment of no cause action. Finally, the county shall reimburse an employee who is called upon to defend a criminal action arising out of the course of his employment so long as the employee is found not guilty by a judge or jury after trial.

Section 4. A longevity provision shall be established hereunder and all benefits shall be determined on October 1 of each year. All full time employees who are employed on the October 1 determination date and who have completed a minimum of five years of full time employment with the county shall receive longevity benefits in accordance with the following schedule:

<u>Years of Full Time Service</u>	<u>Benefit Amount</u>	<u>Years of Full Time Service</u>	<u>Benefit Amount</u>
5	\$ 125	13	\$ 325
6	150	14	350
7	175	15	375
8	200	16	400
9	225	17	425
10	250	18	450
11	275	19	475
12	300	20 or more	500

Longevity benefit payments shall be paid to eligible employees in a separate pay check at the time of the county's first payroll under the terms of this agreement in December of each year following the October 1 determination date.

Employees on authorized leaves of absence or layoff shall retain all time earned under the payment of benefits under the provisions of this Article but shall not accrue any additional time or receive longevity payments under this Article during such leave of absence.

Section 5. The county agrees to carry the existing Delta Dental Plan with a \$25 deductible provision or a plan that is comparable thereto for all full time employees hereunder and their spouse and all dependent children.

Section 6. The employer shall pay into the retirement fund presently being utilized by the Sheriff's Deputies four percent (4%) of their gross wages. It is agreed that this contribution upon gross wages shall be retroactive to January 1, 1994 and shall not apply to 1993 wages when the contribution was four percent (4%) of the net wages.

ARTICLE XVI. - GENERAL PROVISIONS

Section 1. In the event any sentence, clause or phrase of this Collective Bargaining Agreement shall be held for any reason to be inoperative, void or invalid, the remainder of the portions of this contract shall not be affected thereby.

Section 2. If an employee is awarded a bid on a lower classification, he/she shall receive the lower pay provided, however, that if said employee is placed in a lower classification through no fault of his/her own, said employee will continue to receive pay for the higher classification. In the event that an employee is placed in a lower classification through disciplinary action, he/she will receive pay for the lower classification.

Section 3. There will be a bulletin board available in each building where employees report, portions of which shall be made available to the union for their announcements. No postings shall be made on such boards until first approved by the Sheriff, which approval shall not be unreasonably withheld.

Section 4. The parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter of collective bargaining and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The county and the union for the life of this agreement each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this agreement even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the contract.

Section 5. The employees shall use all safety devices as may be specified by the county. The county agrees that it will take reasonable steps to assure safe and healthful working conditions and the union agrees to assist the county in its efforts to have the employees comply with all safety, sanitary and fire regulations.

- (a) In the event an employee shall claim that the equipment furnished by the employer is unsafe for use in performance of his assigned duties, the employee shall be required to report the alleged equipment defect to the immediate attention of the sheriff.
- (b) If the reported complaint is not satisfactorily resolved by the sheriff, the employee may exercise his right or direct recourse to the Grievance Procedure as provided by this agreement.

Section 6. Should any court, board or agency of competent and proper jurisdiction rule that any part or parts of this agreement are void or of no effect, the remaining parts of the contract shall continue to be binding on the parties. This clause is made without prejudice to any of the parties hereto and is not an admission by any of the parties. It shall not be used in any litigation involving the aforesaid parties.

Section 7. The county will provide training on a nondiscriminatory basis for such employees as the sheriff shall select and will continue to pay the officer's salary, tuition, travel and room and board while attending such training institutes as the sheriff may deem necessary or appropriate for the proper performance of their duties. Any employee who feels that he has been improperly overlooked or not selected for such training shall be entitled to discuss the matter with the sheriff and, if necessary, file a grievance with respect thereto.

Section 8. The employer shall retain in all respects the right to promulgate rules and regulations concerning the behavior and conduct of its employees. When new rules or regulations are issued or changed, a copy of the new rule or regulation shall be supplied to the chief union steward five (5) days prior to its implementation except in cases of emergency.

Section 9. This agreement shall become effective when executed and shall remain in full force and effect until the 31st day of December, 1995. It is further agreed that the agreement shall become open for negotiation 90 days prior to its termination date. Either party may terminate on the termination date by giving notice to the other within a 15-day period immediately following 90 days prior to the end of the agreement. In lieu of a termination notice, the notice may call for an amendment to the agreement and if such notice is given, the other party shall have an additional 10 days to designate whether it desires to terminate or amend the agreement. In the event amendment notices are given, all the provisions of this agreement shall remain in full force and effect until a settlement is reached on the proposed amendments. Provided, however, that either party may terminate this agreement during the period of negotiations subsequent to the above termination date by giving a 30-day notice of termination. Notices shall be given in writing and shall be sent to the union addressed to their chairman of the bargaining committee at such place as he shall notify the county. Notice to the county is sufficient if given to the Labor Relations Committee of the Hillsdale County Board of Commissioners, Hillsdale County Courthouse, Hillsdale, Michigan 49242.

Section 10. Any increases under the terms of this agreement shall be retroactive to January 1, 1994.

Section 11. The sergeants will train deputies who are untrained on how to operate the Lein Machine. This section shall not be construed to require the employer to send an employee who is untrained to school for any certified training.

Section 12. The sheriff, at his discretion, shall be allowed to schedule one-man patrols after daylight hours without regard to any previous three mile backup arrangement, subject only to the health and safety features contained in this agreement. It is understood that this section shall pertain to 2nd shift employees.

HILLSDALE COUNTY BOARD
OF COMMISSIONERS

Olin Hinkle 9/6/94
By: Olin Hinkle date
Chairman

HILLSDALE COUNTY
SHERIFF'S DEPARTMENT

Gerald M. Hicks 8/31/94
By: Gerald Hicks date
Sheriff

POLICE OFFICERS LABOR COUNCIL
(UNION)

[Signature]
By: Its President date

[Signature]
By: Union Steward date

[Signature]
By: Bargaining Cmte. Member date

Homer Lafrinere 2-15-95
By: Business Representative date
Homer Lafrinere

[Signature]
By: Bargaining Cmte. Member date

[Signature]
By: Bargaining Cmte. Member date

**RESOLUTION FOR DEFINING A DAY OF WORK OR
HOURS PER MONTH FOR MERS RETIREMENT PURPOSES**

In accordance with Section 3(1) of the MERS Plan Document, as amended, the

COUNTY of HILLSDALE
(Governing Body) (Municipality)

does hereby certify that a day of work, or the number of hours of work in a month, for

Deputies for retirement purposes, shall consist
(Indicate all employees or division name and number)

of one of the following to be effective as of January 01, ~~19~~ 2000

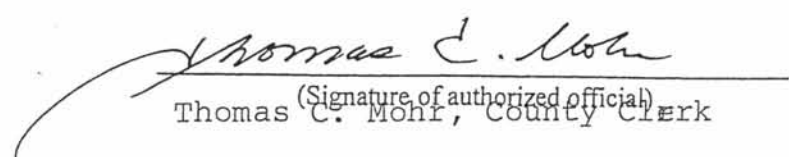
(Please complete either A or B)

A. XXX A day shall consist of 8 hours.
(Ten (10) days a month of such work days equals one month of credited service.)

B. _____ A month shall consist of _____ hours.
(Each month of such work hours equals one month of credited service.)

**Commencing January 1, 1998, Plan Document 4(6)
authorizes a municipality by separate resolution to
establish a "Partial Service Credit Program." Under this
program, proportionate service credit may be given for
less than 40 hours of work a week.**

I hereby certify that the above is a true copy of a Resolution adopted at the
board meeting held on July 27, 1999
(Date)


(Signature of authorized official)
Thomas C. Mohr, County Clerk

RESOLUTION FOR ADOPTING MERS BENEFITS

- New MERS Municipality
- Existing MERS Municipality

In accordance with the MERS Plan Document of 1996, the County of Hillsdale
 (Participating Municipality)

adopts the following benefits for FOP Deputies Union or all employees
 MERS Employee Division (Name and Number)

Supporting Actuarial Valuation is dated _____

BENEFIT FORMULA New Change (Must have supporting actuarial cost numbers.)

From B2/F55/25 To _____ Effective Date _____
 (Current Benefit Formula) (New Benefit Formula)

WINDOW PERIOD

From _____ To _____
 (Date) (Date)

Provisions for Earlier Normal Retirement

- F50/25 F50/30 N- Years and Out (Specify number of years) _____
- F55/15 F55/20 F55/25 F55/30

Effective Date January 01, 2000

EMPLOYEE CONTRIBUTION RATE

ADDITIONAL BENEFITS AFFECTING FUTURE RETIREES

New Rate _____ FAC 3 V-6 V-8 RS - 50% D-2 E-2
 Effective Date _____ Effective Date _____

RETIREE COST-OF-LIVING BENEFIT PROGRAMS FOR CURRENT RETIREES

- E Standard E-1
- E - Other (Specify Factor _____ Adjustment Years _____)

Effective Date _____

I CERTIFY THAT THE ABOVE WAS ADOPTED BY Hillsdale Co. Bd. of Commissioners 7/27/99
 Governing Body Date of Meeting

Thomas C. Mohr

Authorized Signature
 Thomas C. Mohr

 Title
 County Clerk

8/11/99

Date

Nonstandard Benefit Provisions - ATTACH PAGE FULLY DESCRIBING.

NOTE: Attach (1) a complete copy of the fully executed collective bargaining agreement and a certified copy of official minutes where the collective bargaining agreement or this resolution was adopted, or (2) a copy of the arbitration or mediation decision. (See reverse side for additional information)

deputy

RECEIVED
AUG 16 1999
MERS

MEMBERSHIP AGREEMENT

MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN

This AGREEMENT dated July 27, 1999, by and between the Retirement Board ("Board") of the Municipal Employees' Retirement System ("MERS"), and the governing body of the County of Hillsdale, an eligible participating municipality or court ("participating entity"), is entered into under the provisions of 1996 PA 220 and the Plan Document of 1996.

Through Resolution adopted July 27, 1999, the participating entity has elected to come under the provisions of MERS in accordance with Plan Section 41 or 41A.

The participating entity has furnished MERS' Executive Director with data regarding each person in its employ and the Board's actuary has computed the liabilities for service benefits payable and which may become payable (on account of service already, and to be, rendered), as required by Plan Section 42, through Initial Actuarial Valuation dated August 20, 1999.

As a condition of MERS membership, and pursuant to the Board's power as Plan Administrator and Trustee under Plan Section 36, MCL 38.1536, it is appropriate and necessary to enter into this Agreement providing for the payment of the Accrued Service Liabilities of the covered employees of a participating entity.

1. On or before January 1 each calendar year, the Board's actuary shall make an Annual Actuarial Valuation of the participating entity's accrued service liabilities, and if necessary, adjust the amount of the annual payment of contributions to be paid by the entity to MERS in monthly installments. A certified copy of the annual valuation and contribution adjustment shall be mailed to the participating entity on or before January 1 each year.
2. The actuarially-determined contributions are payable monthly and due at MERS not later than the 20th day after the end of the prior month. The first installment shall be paid on or before February 20, ~~199~~ 2000
3. Should the participating entity agree by Resolution to the crediting of all or a portion of pre-MERS prior service rendered to it by its covered employees, AND the participating entity does not make a lump sum payment to MERS to fund this prior service credit in its entirety as determined by the Initial Actuarial Valuation, the participating entity agrees to the amortization of its prior service obligations, as adjusted by Annual Actuarial Valuation in Section 1, over a period not to exceed 30 years' maximum amortization for all participating entities commencing with the year 2006. Beginning with the calendar year specified in Section 2 above, the amortization schedule shall be as

**RESOLUTION FOR ADOPTING MUNICIPAL EMPLOYEES'
RETIREMENT SYSTEM OF MICHIGAN
DEFINED BENEFIT PROGRAMS**

The Board of Commissioners of the County of Hillsdale
(governing body) (participating entity)
whose fiscal year is (month and day) 01-01 to 12-31, desires to make available to its eligible employees (as defined below) benefits provided by the Municipal Employees' Retirement System of Michigan (MERS), as authorized by 1996 PA 220. Benefits available are those provided under the Plan Document of 1996.

IT IS RESOLVED that pursuant to the Initial Actuarial Valuation dated pending, 199 , by MERS' actuary, MERS benefits stated in Section 1 below are to be provided to the following employee division (e.g., general, police and fire, DPW, union, non-union):
HCS D Deputies Union
(Separate resolutions are required for each division)

Please note: If no Initial Valuation has been done by MERS' actuary on the specific benefit program (or combination of programs) selected below; or the Initial Valuation is more than one (1) year old at the time MERS' coverage becomes effective as provided under Section 4 of this Resolution; then, per Retirement Board policy, this resolution will not be implemented until a current actuarial valuation is done by MERS' actuary and necessary supporting contribution rates certified.

1. Benefit programs/formulae (e.g., B-2 / F55 / V-8 / FAC 3 / E-2) selected are:
B-2/F55/25
(If other than standard MERS' retirement benefits, supporting collective bargaining agreement to accompany this Resolution)
2. The required employee contribution is Anything over the County's 7 %. (May be any percentage in tenths of a percent, not to exceed ten [10] percent, unless higher rate is established by collective bargaining agreement accompanying this Resolution.)
- 3.1 Prior service credit with this municipality/court rendered previously by each covered employee in the division shall be credited under MERS Plan Document as follows:

Choose only one:

 - A. All prior service from date of hire;
 - B. Portion of prior service (actual service up to _____ years); or
 - C. No prior service. [If C is selected, skip Section 3.2 and go to Section 4]
- 3.2 The Initial Valuation discloses the actuarial reduction in the employer's future contribution rate that will occur where assets (employer and employee) of a pre-

**PRIOR SERVICE CREDIT
AND
THE PROSPECTIVE MERS MUNICIPALITY**

Participating municipalities must certify in writing to MERS the amount, if any, of prior service to be credited each member in its employ. Under the MERS Plan Document, no prior service shall be credited unless all employer contributions and earnings from the municipality's former plan are transferred to MERS.

The transfer of assets offset liabilities arising from the prior service, and is required whether the former plan was a defined benefit or defined contribution plan. The transfer of employee contributions and earnings, while presently not required by the Plan Document, is encouraged because it reduces (or may eliminate) long-term employer and employee costs for prior service.

The requirement that all employer contributions and earnings from the former plan shall be transferred to MERS may be modified through collective bargaining. Transfer of employer (and employee) assets from the former plan, in whole, in part, or not at all, will be governed by the MERS Plan Document, if not determined in the bargained language.

There are significant, long-term, financial consequences and funding liability for prior service credit where no or insufficient assets are transferred. The Initial Actuarial Valuation states the reduction in the accrued service cost for prior service credit that will result from a transfer of employer/employee assets into MERS.

See the **RESOLUTION FOR ADOPTING MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN DEFINED BENEFIT PROGRAMS** (as revised March 20, 1998), Sections 3.1 through 3.2(c) for specific language implementing the prior service credit crediting and asset transfer process.

Amended 12/31/93
12/31/97

6106

AMENDMENT TO LABOR AGREEMENT

This amendatory agreement made and entered into this 22 day of MAY, 1996, but effective as of January 1, 1996, by and between the County of Hillsdale and Hillsdale County Sheriff, Gerald Hicks, hereinafter referred to as "County Employer" and the Police Officer's Labor Council hereinafter referred to as "Union Employee".

WHEREAS, the parties entered into a Labor Agreement effective January 1, 1993 which terminated on the 31st day of December, 1995, and;

WHEREAS, the parties, prior to expiration of said Labor Agreement met and discussed potential changes to said Labor Agreement, and;

WHEREAS, an impasse was reached and 312 arbitration was ordered, and;

WHEREAS, prior to a pretrial conference with the 312 arbitrator, the parties held another negotiation session and were able to settle their differences, and;

WHEREAS, the parties desire to set forth their understanding in writing.

NOW THEREFORE, the parties hereinafter set forth certain changes to the expired Labor Agreement and state that other than the changes hereinafter set forth, the parties hereby ratify and confirm and make a part hereof by specific reference, the expired Labor Agreement and all of its terms insofar as they are not inconsistent with this amendment.

LENGTH OF AGREEMENT

This agreement shall commence on January 1, 1996 and shall terminate on December 31, 1997 at 11:59 p.m.

ARTICLE XIV

WAGES AND CLARIFICATION

The wage structure for road deputies, detectives and court officers shall be as follows:

<u>Date</u>	<u>Starting</u>	<u>4th Year</u>
1-1-96	\$27,371.74	\$30,274.83
1-1-97	28,192.89	31,183.07

The wage structure for correction officers, dispatchers and animal control shall be as follows:

<u>Date</u>	<u>Starting</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
1-1-96	\$20,702.30	\$21,807.31	\$22,898.56	\$24,969.70	\$27,177.47
1-1-97	21,537.61	22,675.77	23,799.76	25,933.03	28,207.03

It is understood that the foregoing wages for dispatchers, jailers and animal control officers were determined as follows:

Hillsdale County

LABOR AND INDUSTRIAL
RELATIONS COLLECTION

6/10/6

12/31/2000

Deputies
Contract -
The first
section is
all the updates
that we have.
The last part
you probably
have.

RETROACTIVITY

Retro-activity of wages:

All wages shall be retro-active to January 1, 1998 for all those persons employed under this contract on the effective date hereof.

ARTICLE XV
INSURANCE AND PENSION BENEFITS

Section 1:

The County will pay the full premium costs of the present Blue Cross/Blue Shield coverage with its present deductible and co-pay for the employee and his/her legal dependents until the rate change which is expected to occur in June, 1999. At the time of the rate change, the employee shall be responsible, during the balance of this contract for paying one-half (1/2) of any increased premium with the stipulation that the Employee contribution shall not exceed \$30.00 per month (\$15.00 per pay period). In the event an Employee is laid off, the insurance will be continued for one month following the month in which the layoff occurs. The word "dependents" shall be determined by definition issued by the insurance company provided, however, that in the event the spouse of the employee is entitled to coverage by reason of his or her own employment, only the single coverage will be available through the County. The County may, if they so desire, procure equivalent coverage through another carrier at their expense.

Effective on 1/1/99, there shall be a payment in lieu of insurance for eligible Employees who elect not to take health insurance. The Employee eligible for Single Subscriber coverage who opts out of the insurance program shall receive \$125.00 per month. The Employee eligible for health insurance at Two Person or Family Subscriber rates who opts out of the insurance program shall receive \$250.00 per month.

Michigan State University
Labor and Industrial
Relations Library

RETIREMENT

Section 6:

The Retirement Program for the Deputies shall remain the same during the years 1998 and 1999 and the County will make the same percentage contribution that they have been making in the past.

Effective January 1, 2000 the County agrees to change to MERS Plan B2F55/25 with Employer to make a contribution of 7%.

IN EACH AND EVERY OTHER RESPECT the existing Labor Agreement as amended and all of its terms shall remain in full force and effect.

HILLSDALE COUNTY BOARD OF COMMISSIONERS

Amy Brown 11/6/98
By: Amy Brown, Chairperson (date)

HILLSDALE COUNTY SHERIFF'S DEPARTMENT

Stanley Burchardt 11/5/98
By: Stanley Burchardt, Sheriff (date)

POLICE OFFICERS LABOR COUNCIL (UNION)

Shyllis Ramsey 11-5-98
By: Its President (date)

Derald R. Kosa 11-5-98
By: Union Steward (date)

By: Bargaining Cmte. Member (date)

Homer Jensen 11-5-98
By: Business Representative (date)

Edwin B. Hebert 11-5-98
By: Bargaining Cmte. Member (date)

By: Bargaining Cmte. Member (date)

Sep

**LETTER OF UNDERSTANDING
AMENDMENT TO PRESENT LABOR AGREEMENT**

WHEREAS, the County of Hillsdale and Hillsdale County Sheriff, Stanley Burchardt, who are referred to as County Employer and the Police Officer's Labor Counsel, who is referred to as Union Employee, entered into an amendatory agreement on the 6th day of November, 1998, which covered the period from January 1, 1998 through December 31, 2000, and which contained certain amendatory language with respect to economic issues, and;

WHEREAS, one of the issues addressed was the retirement program which, according to the agreement, provided that the County Employer would make a contribution on behalf of the Union Employees during the years 1998 and 1999 to MET Life in the amount of 4% of the gross wage of the Union Employees, and;

WHEREAS, it appears that this MET Life retirement program is not administered or owned in any way by the County Employer, and;

WHEREAS, certain difficulties have arisen between the Union and MET Life concerning the withdrawal and/or transfer of assets from the retirement program to other retirement programs and as a result of this difficulty, the Union Employees have requested the County Employer not to make their 4% contribution of gross wages to the MET Life plan during the balance of 1998 and 1999, and;

WHEREAS, it is the intention of the parties that the County Employer, in lieu of this 4% gross wage contribution into the retirement plan, shall make payment in the manner hereinafter specified at the time hereinafter mentioned in substitution thereof.

NOW THEREFORE, the parties agree that the present Labor Agreement as amended shall be further amended to provide that the County Employer shall pay on or before each pay period, the first ending November 22, 1998, into an escrow account 4% of the gross wages of each employee, being the amount that they would normally pay to the retirement plan for the balance of 1998 and 1999, which amount shall be held until the year 2000 and transferred to MERS as part of the Union Employees contribution for the year 2000.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED, that the aforementioned payment shall be in lieu of any retirement contribution for the balance of the year 1998 and 1999 to MET Life.

In each and every other respect the Labor Agreement as previously amended is hereby ratified and confirmed.

HILLSDALE COUNTY BOARD OF COMMISSIONERS:

Amy Brown 12/2/98
Amy Brown, Chairperson (date)

HILLSDALE COUNTY SHERIFF'S DEPARTMENT:

Stanley Burchardt 11/30/98
Stanley Burchardt, Sheriff (date)

POLICE OFFICERS LABOR COUNCIL (UNION):

Phyllis Ramey 12-2-98
Phyllis Ramey, Its President (date)

Homer Lafriere 12-2-98
Homer Lafriere, Business Representative (date)

Gerald Kast 11-30-98
Gerald Kast, Union Steward (date)

Edwin B. Hodshire 12-1-98
Edwin B. Hodshire, Bargaining Committee Member (date)

AMENDMENT TO LABOR AGREEMENT

This amendatory agreement made and entered into this 22 day of May, 1996, but effective as of January 1, 1996, by and between the County of Hillsdale and Hillsdale County Sheriff, Gerald Hicks, hereinafter referred to as "County Employer" and the Police Officer's Labor Council hereinafter referred to as "Union Employee".

WHEREAS, the parties entered into a Labor Agreement effective January 1, 1993 which terminated on the 31st day of December, 1995, and;

WHEREAS, the parties, prior to expiration of said Labor Agreement met and discussed potential changes to said Labor Agreement, and;

WHEREAS, an impasse was reached and 312 arbitration was ordered, and;

WHEREAS, prior to a pretrial conference with the 312 arbitrator, the parties held another negotiation session and were able to settle their differences, and;

WHEREAS, the parties desire to set forth their understanding in writing.

NOW THEREFORE, the parties hereinafter set forth certain changes to the expired Labor Agreement and state that other than the changes hereinafter set forth, the parties hereby ratify and confirm and make a part hereof by specific reference, the expired Labor Agreement and all of its terms insofar as they are not inconsistent with this amendment.

LENGTH OF AGREEMENT

This agreement shall commence on January 1, 1996 and shall terminate on December 31, 1997 at 11:59 p.m.

ARTICLE XIV

WAGES AND CLARIFICATION

The wage structure for road deputies, detectives and court officers shall be as follows:

Date	Starting	4th Year
1-1-96	\$27,371.74 ^{13.10}	\$30,274.83 ^{14.56}
1-1-97	28,192.89 ^{13.55}	31,183.07 ^{14.97}

The wage structure for correction officers, dispatchers and animal control shall be as follows:

Date	Starting	1st Year	2nd Year	3rd Year	4th Year
1-1-96	\$20,702.30 ^{10.5}	\$21,807.31 ^{10.49}	\$22,898.56 ^{11.0}	\$24,969.70 ^{12.00}	\$27,177.47 ^{13.07}
1-1-97	21,537.61 ^{10.33}	22,675.77 ^{10.91}	23,799.76 ^{11.4}	25,933.03 ^{12.4}	28,207.03 ^{13.50}

It is understood that the foregoing wages for dispatchers, bailers and animal control officers were determined as follows:

1996 wages were determined by adding 10c per hour for 2,080 hours and then increasing said resultant figure by 3 percent across the board.

1997 wages for dispatchers, jailers and animal control officers were determined in the same way as the 1996 wages.

The 1996 and 1997 wages for road deputies, detectives and court officers were determined by adding 3 percent to the wage structure contained in the expired Labor Agreement for the year 1996 and 3 percent to the resultant figure as determined for 1996 to arrive at the 1997 wage.

ARTICLE XVI XIV *

WAGE CLARIFICATION

Section 6, Paragraph 5 (next to last paragraph)

Substitute \$300.00 annually for \$250.00 annually with everything else with respect to the cleaning allowance to remain the same.

ARTICLE V

INSURANCE

Section 1

Add third paragraph as follows:

Commencing with the year 1997, the employer shall pay one-half of the premiums for the employee retiree and his spouse, if any, for the existing health coverage. For purposes of this paragraph, a retiree shall be defined as an employee who has worked for the Sheriff's Department for 25 years and who has attained the chronological age of 55 years.

All other provisions of the expired Labor Agreement are hereby ratified and confirmed as hereinbefore set forth.

Date signed:

05/22/96

Amy Brown
Amy Brown, Chairperson
Hillsdale County Board of
Commissioners

Date signed:

Gerald Hicks
by Gerald Hicks, Sheriff

Date signed:

5-21-96

Homer Lafrinere
Police Officer's Labor Council,
Homer Lafrinere, Business Agent
Jkast 5-20-96

AMENDMENT TO LABOR AGREEMENT

THIS AMENDATORY AGREEMENT made and entered into this ____ day of November, 1998, but effective when signed, by and between the County of Hillsdale and Hillsdale County Sheriff, Stanley Burchardt, hereinafter referred to as "County Employer", and the Police Officers Labor Council, hereinafter referred to as "Union Employee".

WHEREAS, the parties entered into a Labor Agreement on January 1, 1993 which terminated on the 31st day of December, 1995, and;

WHEREAS, the parties entered into negotiations and executed an amendatory document which, with certain changes, extended the Labor Agreement through the 31st day of December 1997, and;

WHEREAS, the parties, prior to the expiration of the most recent Labor Agreement, entered into contract negotiations and ultimately, due to an impasse, entered the mediation process, and;

WHEREAS, during the mediation process, the parties resolved the outstanding issues involving both sides and reached an accord, and;

WHEREAS, both parties desire to set forth their understanding of the new amended Labor Agreement in writing.

NOW THEREFORE, the parties hereinafter set forth certain changes to the expired Labor Agreement and state specifically that, other than the changes hereinafter delineated, the parties ratify and confirm and make a part hereof by specific reference, the expired Labor Agreement as amended and all of its terms insofar as they are not inconsistent with this Amendatory Agreement.

LENGTH OF AGREEMENT

This Agreement shall commence on January 1, 1998 and shall terminate on December 31, 2000 at 11:59 p.m..

ARTICLE VI
GRIEVANCE PROCEDURE

Page 11

Eliminate Step 3.

Step 4 to be changed to Step 3.

First sentence of Step 4 to be revised as follows:

If the Sheriff's answer is not satisfactory to the Bargaining Committee of the Union, the Bargaining Committee may submit an appeal within 10 days to the Hillsdale County Board of Commissioners. The appeal shall be heard by the Board at its first regularly scheduled meeting following receipt of said appeal by the Board. A decision shall be given within 10 working days following said hearing.

- (a) In the event of discharge, suspension or demotion, the executed written grievance shall commence at Step 2 and be submitted directly to the Sheriff under this Article.

ARTICLE XIV
WAGES

The wage scale for Road Deputies shall be as follows:

<u>Year</u>	<u>Start</u>	<u>4 Years</u>
1998	29,038.68	32,118.56
1999	29,909.84	33,082.12
2000	30,807.14	34,074.58

The wage scale for Corrections Officers and Dispatchers shall be as follows:

<u>Wages</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3Years</u>	<u>4Years</u>
1/1/98	22,183.74	23,356.04	24,513.75	26,711.02	29,053.24
1/1/99	22,849.25	24,056.72	25,249.16	27,512.35	29,924.84
1/1/00	23,534.73	24,778.42	26,006.63	28,337.72	30,822.58