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Eaton County

COLLECTIVE BARGAINING AGREEMENT
THE EATON COUNTY BOARD OF COMMISSIONERS,
THE SHERIFF OF EATON COUNTY,
AND THE
POLICE OFFICERS LABOR COUNCIL
NON-SUPERVISORY UNIT,
EATON COUNTY SHERIFF DEPARTMENT

January 1, 1994 - December 31, 1997

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A G R E E M E N T

THIS AGREEMENT entered into this _____ day of _____, 1994, by and between the EATON COUNTY BOARD OF COMMISSIONERS, AND THE SHERIFF OF EATON COUNTY, together hereinafter called the "Employer", and the POLICE OFFICERS LABOR COUNCIL, NON-SUPERVISORY UNIT, EATON COUNTY SHERIFF DEPARTMENT, hereinafter called the "Union".

WITNESSETH

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1956 and Act 336 of the Public Act of 1947, as amended, the parties hereto have engaged in collective bargaining with respect to the salaries, hours of work, and other conditions of employment for the employees in the job classifications of Deputy, Corrections Officer, Clerks and Cooks, and have agreed as follows:

ARTICLE 1

RECOGNITION

Section 1. Collective Bargaining Unit. The Employer agrees that during the life of this Agreement it will not recognize any organization other than the Union as the collective bargaining agent for the employees occupying, or who may, during the life of this Agreement, occupy, any of the job classifications set forth in Appendix "A", attached hereto.

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

ARTICLE 2

BARGAINING COMMITTEE

Section 1. Bargaining Committee. The Employer agrees to recognize not more than four (4) individuals designated as the Bargaining Committee. The Bargaining Committee members shall be permanent employees in the Bargaining Unit and shall have been employed in the unit for at least one (1) full year. The Union retains the right to have up to two (2) non-employee representatives.

The Union shall furnish the Employer in writing a list of its designated Bargaining Committee to include one member from the Delta, County, Jail and Clerk/Cook Divisions.

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

ARTICLE 3

UNION SECURITY AND CHECKOFF

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

Section 2. Union Membership. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have successfully completed thirty days of employment, shall be required as a condition of continued employment to become members of the Union or to pay a representation fee to the Union, and such condition shall be required for the duration of this Agreement.

Section 3. Commencement of Dues. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement shall be required as a condition of continuing employment to become members of the Union or to pay a representation fee to the Union for the duration of this Agreement commencing thirty days after the first date of employment.

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

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

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

(a) The Union shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective State and Federal laws concerning that subject or any interpretations made thereof.

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

(c) All other employees covered under this Agreement shall have deducted from their wages a percentage of the membership dues which sum shall accurately represent the amount for said employee due the Union as their fair share costs

attributable to negotiating the terms of this Agreement, which sum shall include by way of example, but not by way of limitation, State, National, Union, or other dues and assessments. The fair share representation fee shall be that amount which the Treasurer of the Union so notifies the Employer.

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

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

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

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

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

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

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

ARTICLE 4

RIGHTS OF THE BOARD AND THE SHERIFF

Section 1. Management Rights. The management of the business of the Sheriff's Department is vested exclusively in the County and the Sheriff, and they reserve to them all management functions including full and exclusive control of the content of work and the direction and supervision of the operation of the Sheriff's Department business and of the employees of the County.

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

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

ARTICLE 5

SALARIES

Effective January 1, 1994, up to and including December 31, 1997, the salary schedule set forth in Appendix "A" attached hereto and by this reference made a part hereof shall remain in full force and effect.

ARTICLE 6

GRIEVANCE PROCEDURE

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

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

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

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

Failure of the Employer to respond to a grievance, at any stage, within the time limits specified, shall be considered a denial of the grievance and the grievance may be processed to the next step, including arbitration, provided the grievance is advanced timely from the last day that the Employer's answer was due.

Section 5. Day Defined. Whenever "day" is used, it shall mean the weekdays of Monday through Friday, inclusive, except for scheduled holidays, which shall be excluded.

A day shall constitute an entire twenty-four (24) hour period.

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

Section 7. Steps of the Grievance Procedure:

STEP 1. The aggrieved employee and/or Union, shall submit any grievance in writing to the employees' immediate supervisor within five (5) days after the grievance might reasonably have become known to exist.

The immediate supervisor will acknowledge receipt of the grievance with a signature and by entering the time and date received.

The immediate supervisor shall give a written answer to the aggrieved employee and/or union steward within three (3) days of his receipt of the complaint.

STEP 2. If the answer of the immediate supervisor in Step 1 is unsatisfactory to the grievant and/or Union, the grievant and/or Union may, within three (3) days of receiving the answer in Step 1, and not thereafter, advance the grievance in writing to the Sheriff or his designee. The Sheriff, or his designee, will acknowledge receipt of the grievance with a signature and by entering the time and date received.

A meeting may be arranged between the grievant and the Union Representative and the Sheriff and/or his designee to discuss the grievance at the initiation of either party. The Sheriff and/or his designee shall give a written answer to the Union within five (5) days following the meeting, if held, or the receipt of the grievance.

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

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

The Grievance Board shall meet within twenty-one (21) days of the receipt of the grievance at Step 3. Both the Employer and Union retain the right to be represented by an outside representative at the Grievance Board.

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

STEP 4. Arbitration/Powers of the Arbitrator. If the answer of the Grievance Board in Step 3 is unsatisfactory and the Union wishes to carry the grievance further it must, within thirty (30) days notify the Employer, in writing, that it elects to take the matter to arbitration and simultaneously advance the matter to arbitration under the rules of the American Arbitration Association.

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

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

(c) It shall not be within the jurisdiction of the arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the Employer's rights to manage and

direct its work force unless there is contained in this Agreement a specific and explicit limitation of those rights, nor to infer from any provisions of this Agreement any limitation of those rights.

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

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

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

(g) Only one grievance shall be presented to an arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same arbitrator.

ARTICLE 7

DISCIPLINARY ACTION

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

Section 2. Charges and Specifications. Any charges resulting in discipline or discharge shall be reduced to writing by the commanding officer invoking the action and a copy shall be furnished, to the employee against whom the charges are brought, and if the employee wishes, to a Union representative.

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

Section 4. Statements. No employee shall be required to make any statements concerning the alleged offense prior to consultation with a Union representative; provided that a statement may be required within twenty-four (24) hours (one day) of the request for a statement. An employee, who is to be questioned shall be permitted Union representation during questioning and may be granted up to twenty-four (24) hours (one day) to arrange for such representation. After such time, the questioning may take place, with or without representation.

Section 5. Representation. At the time the discipline is imposed, the employee against whom the charges have been made, may be represented by the Steward or a Union Representative.

Section 6. Past Infractions. In imposing any discipline on a current charge, the Employer will not base his decision upon any prior Class I or Class II offenses which occurred more than one (1) year previously and any prior Class III offenses which

occurred more than two (2) years previously unless directly related to the current charge.

Section 7. Lost Pay or Discharge Grievance. An employee who receives disciplinary action resulting in lost pay or is discharged may file a grievance beginning at Step 3 of the Grievance Procedure. All other grievances concerning discipline may be filed at Step 2 of the Grievance Procedure.

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

Section 9. Back Wages. If it is found that the employee shall not have been disciplined, or that the penalty assessed him was too severe, then the employee's grievance shall be settled as shall be determined by the Employer and Union and the employee's payroll and personnel records shall be adjusted accordingly. If the employee is exonerated of the charges causing the suspension, he shall be compensated for all back wages due to the suspension. Such wages shall be based on regular base pay hours and not include overtime.

Section 10. New Hire Probationary Employees. New hire probationary employees shall not be entitled to the benefits and procedures herein provided in case of disciplinary action, except

as provided for in Section 5.14 of the Department of Rules and Regulations. Such employee shall not be entitled to a union representative.

Section 11. Just Cause. All disciplinary action will be for just cause.

Section 12. Personnel Files. An employee shall have the right to review his personnel file at any reasonable time and may place written statements in his personnel files pursuant to Act 397, Public Acts of 1978, and as amended.

Section 13. Suspension. The Sheriff reserves the right to suspend employees. This suspension may take the form of a suspension from regular duties and temporary assignment to other duties, suspension from all duties with pay, or suspension from all duties without pay. Prior to the resolution of a disciplinary case at the departmental level, suspension without pay will only be used in cases where the Sheriff, within his sole discretion, feels the circumstances are of a serious nature.

ARTICLE 8

HOURS OF WORK AND OVERTIME

Section 1. General Schedules of Work. (a) The Employer shall have the following rights:

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

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

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

(iv) To require overtime work.

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

(b) Shift Preference. The Employer will permit non-probationary employees to indicate a preference for shift assignments by starting time, by classification seniority. Specific shift starting times will be at the discretion of the Sheriff.

Employees will normally be scheduled to shifts by classification seniority, except where operational requirements (including but not limited to: special qualifications, etc.) require the presence of a particular employee on a given shift.

In the event the Employer determines the need to alter shift strength, the Employer shall first seek a volunteer. If there are not sufficient volunteers, employees shall be reassigned in order of lowest classification seniority on the shift from which employees are to be reassigned.

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Section 2. Individual Schedules of Work.

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

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

(c) The Employer shall attempt to provide two (2) person units for County Patrol for shifts starting between the hours of 9:00 p.m. and 12 midnight, whenever possible.

(d) By mutual agreement between the involved employees and the Employer, employees may trade posted individual work days and/or pass days provided such trades do not result in overtime payment for either employee. Shift trades requested by an employee of an entire week or weeks or for the entire rotation period shall not be approved.

Nothing in this Article shall permit an employee to trade posted work days or pass days for the purpose of achieving overtime pay or compensatory time.

Section 3. Pass Days.

(a) Employees receive pass days in lieu of weekends off. In a calendar year there are fifty-two (52) Saturdays and fifty-two (52) Sundays for a total of one hundred four (104) weekend days.

Additionally there are twelve (12) holidays recognized in this contract. This is a total of one hundred sixteen (116) days which an employee who works on Monday-Friday schedule would normally be off work each year. The Sheriff's right in Section 1 to change work schedules is expressly limited to schedules which normally allow a total of at least one hundred sixteen (116) days off per year. Permissible examples, assuming twelve (12) holidays (this list is not all inclusive):

- (1) Five (5) workdays per week (Monday through Friday) plus twelve (12) days off for the holidays as recognized in Article 12, Section 1. The workday shall be eight (8) hours including a one hour unpaid meal period. A paid one half hour meal period may be granted by the Employer for an employee working on a continuous assignment. A continuous assignment is defined as a departmental employee who is subject to call out during his meal period and/or is unable to leave his work area because of his assignment
- (2) Modified 5-2. Five (5) workdays per week (other than Monday through Friday) plus twelve (12) days off for the holidays as recognized in Article 12, Section 1. The workday shall be eight (8) hours including a one half hour paid meal period.

(3) Eight (8) ten (10) hour days and six (6) days off per pay period and no extra time off for holidays. The workday shall be ten (10) hours including a one half hour paid meal period.

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

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

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

Section 4. Lunch Periods and Rest Breaks. Members of the bargaining unit shall receive two (2) fifteen-minute paid rest breaks and a thirty-minute paid lunch period during each scheduled workday subject to the provisions of (3)(a)(1). The Employer and the employee both recognize that due to the responsibilities of the assignment, it is not always possible to take the rest breaks and lunch period at a convenient or set time. However, members are encouraged to take their rest breaks and lunch periods when possible. If an employee's lunch break is interrupted, he may have a rest break later in the day to make up the interrupted lunch period.

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

Section 5. Overtime. An employee covered by this Agreement who is required by the Department to work time in excess of his regular scheduled hours in any scheduled pay period shall receive additional pay at the rate of time and one-half (1 1/2) his hourly rate (salary divided by 2080 hours) for all such hours.

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

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

(c) Such compensatory time may be accumulated to a maximum of one hundred sixty hours (160). Accumulated compensatory time may be paid to an employee, minimum of twenty (20) hours, upon written request by the employee, up to a maximum payout of eighty (80) hours once each calendar year. Such written request must be received by the Employer at least two (2) weeks prior to the

appropriate pay period. Accumulated compensatory time must be used prior to separation to allow for a maximum payout of no more than eighty (80) hours.

(d) The Employer shall post and maintain an Overtime Equalization list for all scheduled overtime. Overtime will be considered to be scheduled if it is scheduled at least twenty-four (24) hours prior to the start of the employee's regularly scheduled shift.

Section 6. Special Assignments.

(a) Assignment as a Detective. Assignment as a Detective and any subsequent reassignment to an employee's previous classification is a lateral move within the Sheriff's Department and is done at the discretion of the Sheriff. An employee in the classification of Deputy Sheriff who is assigned as a Detective is eligible for overtime pay. An employee who is assigned as a Detective shall receive a rate of pay which is six percent (6%) above the five year step of the Deputy Sheriff classification.

(b) Assignment as a Full Time Training Officer. Assignment as a full time Training Officer and any subsequent reassignment to an employee's previous classification is a lateral move within the Sheriff's Department and is done at the discretion of the Sheriff. An employee who is assigned as a full time Training Officer is eligible for overtime pay. An employee who is assigned

as a full time Training Officer shall receive a rate of pay which is six percent (6%) above the five (5) year step of his current classification.

(c) Assignment as a Field Training Officer. All employees assigned to perform duties as a Field Training Officer for a full shift shall receive, at the discretion of the employee, one (1) additional hour of straight time pay or the equivalent in compensatory time for that shift.

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

Section 8. Court Time. Any employee of the bargaining unit who is required by the Department to attend court or attend any other forum related to his duties during off duty time, which results in them working in excess of the regular workday or in excess of eighty (80) hours in a biweekly pay period, will be considered on duty and will be paid overtime under the following circumstances:

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

(b) In civil cases related to the employee's official performance where the employee is not the plaintiff and has received a valid subpoena or has been instructed by the Employer to appear. In such cases, and also when attending civil court as a part of a regularly scheduled duty shift, all available fees

shall be accepted by the employee and turned over to the Employer. An employee of the bargaining unit who is required to attend court as described above, while on duty, will attend court in a regular duty status.

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

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

Section 11. Authorization of Overtime/Call Back.

Overtime and call back must be authorized by the Employer or its designated representatives before it will be paid.

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

ARTICLE 9

SENIORITY

Section 1. Definition. Seniority is defined as continuous length of service with the Employer from date of last hire. It shall equal the time actually spent on the active payroll, plus approved leaves of absence unless otherwise provided in the Agreement. A permanent full-time employee will begin to accumulate seniority upon the expiration of his probationary period, at which time his name will be placed on the seniority list as of his last date of hire as a full-time employee of the Department.

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

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

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

- (a) By quit or discharge for cause.
- (b) Failure to return to work upon recall from a layoff.
- (c) Failure to return to work at the expiration of a leave of absence.

(d) Laid off for more than two (2) years or the length of his seniority, whichever is less.

(e) Retirement.

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

Section 5. Probationary Employees. All new employees and current employees that have been hired into a new classification shall be on probation for one year. During this period an employee shall be considered as a temporary employee for the purposes of probation.

Until a new employee has completed the probationary period described herein, he may be laid off, disciplined, or discharged without regard to this Agreement and without recourse to the Grievance Procedure. The Employer shall have no obligation to re-employ an employee who is laid off or discharged during his probationary period. However, the Union will represent such employees for the purpose of collective bargaining in respect to their rate of pay, hours and other conditions of employment.

Section 6. Seniority Employees Promoted Outside the Bargaining Unit. If an employee is promoted to a position in the Sheriff's Department which is not included in the unit covered hereby and he is thereafter returned again to any position within this unit, he shall be deemed to have accumulated seniority while

working in the position to which he was promoted. Upon returning, the employee shall be assigned to the rank he originally held prior to the promotion, seniority permitting subject to all of the applicable provisions of Article 29.

Section 7. Same Seniority Date. As between two (2) or more employees who have the same date of rank within a rank, the employee with the longer seniority within the Department shall be deemed the senior within rank. If both date of rank and seniority within the Department are the same, then seniority shall be determined by the drawing of lots.

Section 8. Temporary Assignments. Any employee assigned by the Sheriff to perform the duties of a higher ranking officer for a period in excess of fifteen (15) calendar days shall be paid at the rate of pay applicable to the position involved. The increased pay rate shall commence on the first day after the employee has held the assignment for fifteen (15) calendar days and shall continue until the employee is reassigned to his or her normal lower ranking position. The Sheriff shall make assignments to temporary vacancies in higher positions based on all appropriate factors, one of which shall be seniority. When, in the opinion of the Sheriff, the vacancy is no longer temporary, but permanent, he shall follow the Rules and Regulations currently used by the Sheriff's Department to fill the permanent vacancy.

ARTICLE 10

UNPAID LEAVES OF ABSENCE AND SICK PAY

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

Section 2. Military Leave of Absence. Application for military service leave of absence shall be made to the Sheriff in writing as soon as the employee is notified of acceptance in military service and, in any event, not less than two (2) weeks prior to the employee's departure. The Employer and the Union agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States and of his re-instatement thereafter shall be governed by applicable statutes. An employee in military service shall retain any unused sick leave or vacation time accrued and rights under such provisions shall be governed by applicable Federal and State Law.

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

Employees requesting such leave, or continuation of same, within reasonable limits may be requested to present a supporting

certificate of a Physician. An employee returning from such leave may be required to pass a physical examination given by a Physician approved by the Sheriff.

Section 4. Sick Pay.

(a) Employees Hired Prior to January 1, 1990. All full time unit employees shall be eligible to accumulate sick leave hours at the rate of 3.0 hours per pay period. Paid sick leave may be accumulated to a maximum of five hundred fifty two (552) hours. Any sick leave hours accumulated in excess of five hundred (500) hours shall be compensated for to the employee at their current rate of pay. Such compensation will be made on the first pay in December.

Upon retirement or separation from employment with the Department, a full-time, non-probationary employee shall be paid for only seventy-five percent (75%) of their accumulated sick leave hours with the amount of pay for each such hour being based upon his/her most recent rate, or an average of his/her recent five (5) years pay rate, whichever is higher.

Any employee that leaves or quits the department without giving at least two (2) weeks written notice forfeits any and all accumulated sick leave and will not be eligible to receive compensation therefore.

(b) Employees Hired After January 1, 1990. All full-time unit employees shall be eligible to accumulate sick leave hours at the rate of 3.0 hours per pay period. Paid sick leave may be

accumulated to a maximum of five hundred (500) hours with no annual payout.

Any employee who retires and is immediately eligible for retirement benefits as defined by the Municipal Employees' Retirement System shall be paid for only fifty percent (50%) of their accumulated sick leave hours with the amount of pay for each such hour being based upon his/her most recent rate, or an average of his/her recent five (5) years' pay rate, whichever is higher.

Any employee that leaves or quits the department without giving at least two (2) weeks written notice forfeits any and all accumulated sick leave and will not be eligible to receive compensation therefore.

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

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

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

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

(g) The Employer may require verification, including a Physician's certificate to verify the necessity of sick leave and/or to verify that an employee is able to return to work.

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

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

ARTICLE 11

BEREAVEMENT PAY

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

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

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

Section 3. Compensation. An employee excused from work under this Article shall receive the amount of wages he would have earned by working during straight-time hours on such scheduled days of work for which he is excused.

Section 4. Intent. Bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of his immediate family (as defined in this Article). Time off will be granted only when it is consistent with this purpose.

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

ARTICLE 12

HOLIDAY PAY

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

New Year's Day	Columbus Day
President's Day	Veteran's Day
Easter	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

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

Section 3. Five and Two Schedule. Employees covered by this Agreement scheduled pursuant to Article 8, Section 3(a)(1) or Section 3(a)(2) shall receive holiday compensation for the above holidays according to the following:

(1) If an employee is scheduled to work on one of the holidays listed above, the Employer reserves the right to give the employee the day off with pay in lieu of any other pay for this day.

(ii) If an employee is scheduled to work on one of the holidays listed above, and in fact does work on one of the holidays listed above, he shall receive two (2) times his regular pay for all hours worked on the holiday.

(iii) If an employee does not work on a holiday because the holiday falls on a pass day, he shall receive a compensatory day off at a time mutually convenient to both the employee and the Employer.

(iv) If an employee is not scheduled to work on a holiday because the holiday falls on a pass day, but is required to work or is called in to work he shall receive time and one half (1 1/2) for working overtime on his pass day and shall receive a compensatory day off at time mutually convenient to both the employee and the Employer.

Section 4. Pro-Ration. Holiday pay shall be pro-rated to those employees only working part of the holiday for that part worked.

Section 5. Eligibility. In order to qualify for such holiday pay, each employee must work the full number of scheduled work hours on his last scheduled workday prior to each such holiday and the full number of scheduled work hours on his first scheduled workday after each such holiday.

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

The requirement that employees work the day before and the day after the holiday may be waived by the Employer in its discretion providing that the employee must receive written permission to be absent prior to the holiday in order to be eligible for holiday pay.

Section 6. Day of Celebration. The above holidays shall be observed as indicated on a Letter of Understanding to be executed annually by the parties.

Section 7. Scheduled But Fails to Work. If an employee is scheduled to work on a holiday but fails to report for work, he shall forfeit his holiday pay.

ARTICLE 13

PERSONAL LEAVE DAYS

Section 1. Number. All employees who have completed their probationary period shall be eligible for three (3) personal leave days per calendar year. If an employee becomes eligible for personal leave days in the first (1/2) half of the calendar year, he shall receive three (3) days in that year. If an employee becomes eligible for personal leave days in the second half (1/2) of the calendar year, he shall receive one (1) day in that year, and three days thereafter for each subsequent year.

Section 2. Advance Notice. An employee must request a personal leave day at least one week in advance except in emergencies and, if the needs of the employer will permit, it

shall be granted on a first request basis. If the needs of the Employer do not permit it, the employee shall select another day.

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

ARTICLE 14

VACATIONS

Section 1. Hours Earned Each Payroll.

Employees shall earn vacation with pay according to the following schedule:

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

Vacation leave may not be used until the employee has completed 6 months of continuous paid service with the Employer.

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

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

Section 3. Maximum Accumulation/Separation. Vacation credits may be accumulated to a maximum of one hundred and sixty (160) hours. Upon retirement or separation from employment with the Department, an employee who has completed six (6) months of continuous employment shall be paid for their unused vacation hours, with the amount of pay for each such hour being based on his most recent rate, or an average of his most recent five (5) years pay rate, whichever is higher, up to a maximum payout of no more than one hundred and sixty (160) hours.

Section 4. Eligibility. To be eligible for full vacation pay an employee must have been a full-time employee and have received pay during all available work hours during the year preceding his anniversary date or have received a paid leave during the same period. If an employee has any unpaid time during the twelve (12) calendar months preceding his anniversary date his vacation period and pay shall be prorated accordingly.

Section 5. Scheduling. Vacations will be scheduled by the Employer at mutually convenient times subject to the need for having particular employees on particular jobs at particular times. Seniority will be honored, to the extent possible, in making requirements for particular vacation periods, but seniority shall defer, when necessary, to the Employer's needs. It is expressly understood that employees with more than two (2) weeks of vacation credits may be required to postpone the taking of more than two (2) weeks until other vacation requests are satisfied.

Scheduling shall be arranged on or before a vacation posting date to be mutually determined by the parties.

Section 6. Method of Taking.

(a) Vacation hours shall be paid time off and vacation shall be taken in increments of no less than one (1) hour. Such time must be scheduled with the prior approval of the Employer.

(b) If an employee schedules a vacation week, and one of those vacation days falls on a holiday, the employee shall be allowed to take the single day off at a later date. Such days must be scheduled with prior approval of the Employer.

(c) Employees may select up to two weeks of vacation, in calendar week increments as primary vacation picks. Primary vacation picks take precedence over individual days or individual hours off. No employee may "bump" a less senior employee's week of vacation when taking individual days or hours off.

ARTICLE 15

INSURANCE AND PENSION BENEFITS

Section 1. Health Insurance. The Employer shall continue to provide health insurance for each employee and his family. Coverage for eligible employees shall begin on the first day of the month following thirty (30) days of employment.

All eligible permanent full time employees shall be covered by the Blue Cross/Blue Shield Insurance Plan Master Medical, Option I, 80/20 Co-Pay. This Blue Cross/Blue Shield Insurance

Plan shall include a \$5.00 prescription rider. The Plan shall include a Predetermination Program and a Mandatory Second Opinion Program.

Any employee, at their option, may enroll in Blue Care Network of Mid-Michigan instead of Blue Cross. The coverage provided by Blue Care Network of Mid-Michigan will be comparable to that provided by Blue Cross. The County will be responsible for paying the premium cost of the comparable coverage as long as it does not exceed that of the Blue Cross/Blue Shield Insurance Plan. In the event it does, the employee will be responsible for paying the difference through payroll deduction. The Employer will make Physician's Health Plan (PHP) coverage available to employees in the bargaining unit on the same basis and terms as Blue Care Network of Mid-Michigan referred to above.

Section 2. Retirees' Health Insurance.

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

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

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

(b) Working Elsewhere After Retirement. An eligible retiree, past or present, may be employed elsewhere after retirement. If such eligible retiree's employment is with another Employer providing group health coverage, which is available at no cost and is equal to or better than the coverage provided by the Employer, he must secure coverage from that group. The retiree may then return to the Employer's group health coverage upon his separation from the other Employer.

(c) Alternate Coverage. An eligible retiree, past or present whose spouse has group health insurance coverage from another source which is available at no cost and is equal to or better than the coverage provided by the Employer must secure

coverage for the spouse from that group. The spouse may be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be equal to or better than the coverage provided by the Employer.

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

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

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

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

4. For the next twelve month period the Employer will be responsible for paying 80% of the premium difference to include the spouse with the employee paying the remaining 20% of the premium difference.

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

6. The Employer will be responsible for the entire premium payments made thereafter.

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

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

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

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

Section 4. Dental Insurance. All employees and their families shall be covered by a Dental Plan. Dental services will be provided with the employee paying 50% of claims and the Plan

paying 50% of the claims up to a maximum of \$600 per covered person per year.

Section 5. Sickness and Accident Benefits. The weekly accident and sickness benefit will be two-thirds (2/3) of salary to a maximum of Three Hundred dollars (\$300) for twenty-six (26) weeks maximum--first (1st) day accident, eighth (8th) day sickness. Any employee shall have the option of using accumulated sick time to supplement the accident and sickness benefit up to his regular salary. The life insurance policy shall have Ten Thousand Dollars (\$10,000) for each employee eligible for insurance. Employees are also eligible for Fifteen Thousand Dollars (\$15,000) of accidental death and dismemberment coverage. The Employer shall pay the full cost of both life insurance policies for all full-time employees who have completed one (1) month of employment. The Employer shall continue to pay the full cost of life, sickness, dental and health insurance premiums for the length of the disability. Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be treated the same as any other disability under this plan. Return to work after delivery will be scheduled for six (6) weeks unless a doctor's excuse indicated the necessity for a longer recovery time.

Section 6. Insurance Premiums/Unpaid Status. An employee on an unpaid sick leave of sixty (60) calendar days or more, or an

employee on layoff of thirty (30) calendar days or more, or off work and entitled to Workers' Compensation for fifty-two (52) weeks or more, shall pay full cost of life, sickness, dental and health insurance premiums. An insurance notice will be attached to the sick leave of absence form.

Section 7. Specimen Insurance Contracts. Specimen insurance contracts, including eligibility requirements and benefit schedules are available for inspection on request.

Section 8. Workers' Compensation Supplement.

(a) The Employer shall provide Workers' Compensation coverage. The Employer's responsibility is to provide for reasonable medical or attendant care to employees who receive personal injuries arising out of and in the course of their employment. A physician will be designated by the County to provide such services. The injury must be immediately, or as soon as practical thereafter, reported to the Personnel Office so that the appropriate forms can be completed. Arrangements can then be made to see the designated physician.

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

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

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

Section 9. Pension.

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

(b) Employees Contribution. The employees' contribution rate to their Retirement Plan is 6.0%.

Effective at the beginning of the first quarter of 1997 as defined by MERS, the employees' contribution rate to their Retirement Plan shall be 9.2%.

Effective at the beginning of the first quarter of 1998 as defined by MERS, the employees' contribution rate to their Retirement Plan shall be 12.7%.

(c) Benefit Programs B-3, 3.2% Multiplier and E-2. The plan for all unit employees shall be Benefit Program B-3.

Effective at the beginning of the first quarter of 1997 as defined by MERS, the plan for all unit employees shall be the 3.2% Benefit Multiplier Program. The employee computed contribution

rate to support the 3.2% Multiplier Benefit Program is 3.2% as evidenced by the valuation and letter dated July 18, 1994 from Gabriel, Roeder, Smith and Company.

Effective at the beginning of the First quarter of 1998 as defined by MERS, the plan for all unit employees shall include Benefit Program E-2. The employee computed contribution rate to support Benefit Program E-2 is 3.5% as evidenced by the valuation and letter dated July 18, 1994 from Gabriel, Roder, Smith and Company.

(d) Benefit Programs F 55/25 and 25 and Out. The Plan provides for no reduction in pension for those employees who retire and are less than 60, but at least 55 years of age with 25 years or more of credited service (Benefit Program F 55/25).

Effective at the beginning of the first quarter of 1995 as defined by MERS, the Plan shall provide for no reduction in pension for those employees who retire and are less than 60, but have 25 years or more of credited service (Benefit Program 25 and Out). The Employer computed contribution rate to support Benefit Program 25 and Out is 2.6% as evidenced by the valuation and letter dated July 18, 1994 from Gabriel, Roder, Smith and Company.

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

Section 10. Right to Change Carriers. The Employer reserves the right to change insurance carriers, provided that equivalent benefits will be provided to the employees.

Section 11. False Arrest & Liability Insurance. The Employer shall provide liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000) combined with single limit with an excess insurance limit of liability of One Million Dollars (\$1,000,000) against liability for acts of an employee while he is acting within the scope of his authority. A copy of the policy will be furnished to the Union Bargaining Committee upon request.

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

Section 12. Deferred Compensation Plan. The employees are eligible for a group deferred compensation plan provided by the Employer. There are two open enrollment periods each year, those being March and September.

ARTICLE 16

UNIFORMS AND EQUIPMENT

Section 1. Uniforms. The Employer agrees to furnish, repair and replace all uniforms required for the deputies covered by this Agreement, and all uniforms for other employees, required by the Sheriff to wear uniforms, who have completed ninety (90) days of employment.

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

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

Section 4. Equipment and Benefit Committee. The Employer will establish an Equipment and Benefit Committee composed of the Sheriff (or his representative) and two (2) members of the Board of Commissioners. The President of the Union also shall be a member, but without a vote. The Committee shall meet from time to time or when called by either party for the purpose of reviewing matters concerning adequacy of equipment and/or benefits of the Sheriff's Department. The Committee shall report to the Board of Commissioners its determinations and recommendations.

Section 5. Reporting Defects of Equipment. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies; one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment until same has been approved as being safe by a person properly certified in the repair and maintenance of said equipment or the Sheriff or his representative.

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

Section 6. Reimbursement of Personal Property In the Line of Duty. The Employer agrees to financially compensate an employee for loss of, or damage to, certain personal property in the line of duty, where such personal property is determined to be necessary to the performance of the employee's duties. Request for reimbursement shall be submitted to the Division Commander in writing, accompanied by proper documentation. Properly documented requests for reimbursement involving eyeglasses, prescription sunglasses, watches (under \$50.00), and flashlights will automatically be honored. Other personal property claims will be reviewed by the Chief Deputy and Undersheriff, and will be paid, negotiated, or denied, on the basis of reasonableness.

ARTICLE 17

LONGEVITY PAY

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

<u>Years of Continuous Service</u>	<u>Annual Benefit</u>	<u>Annual Benefit Effective in 1996</u>
At least 5 years but less than 10 years	\$200	\$200
At least 10 years but less than 15 years	\$500	\$500
15 years or more	\$800	\$800
20 years or more	\$800	\$1,100

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

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

Section 4. Retirement. Employees who are eligible for longevity payments and who retire on a regular or disability basis shall be paid a pro-rated payment. Said payment shall be based on

the number of calendar years and months full-time service credited to an employee from the preceding December 1.

ARTICLE 18

EDUCATION BONUS

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

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

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

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

ARTICLE 19

BULLETIN BOARD

Section 1. Bulletin Board Space Provided. The Employer shall provide bulletin board space which may be used by the Union for posting notices relating to union affairs. This space shall be in the office in Charlotte and any sub-office established in

the County. All notices posted by the Union shall be posted in all such offices or sub-offices, where employee member report for work.

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

ARTICLE 20

STRIKES AND ILLEGAL ACTIVITY

Section 1. No Strike Pledge. Neither the Union nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, either directly or indirectly, and complete or partial stoppage of work, walkout, slowdown, or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of the County or in any conduct which causes or results in such interference.

Section 2. Disciplinary Action. The Employer retains the right to reprimand, suspend, demote, or discharge employees engaging in a strike. Such disciplinary action on the part of the Employer shall not be construed as a violation by the Employer of any provision in this Agreement.

Section 3. No Lock Out. The Employer agrees not to lock out its employees.

ARTICLE 21

SEVERABILITY PROVISION

Section 1. Savings Clause. Should any part hereof or any provision herein contained be rendered or declared illegal by reason of existing or subsequently enacted legislation by a decree by a Court of competent jurisdiction or an unfair labor practice by final decision, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof.

Section 2. Negotiations. The parties agree to enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for any part hereof contained which has been declared illegal as referred to in Section 1.

ARTICLE 22

WRITTEN AGREEMENTS

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

ARTICLE 23

COMPLETE AGREEMENT

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

ARTICLE 24

MISCELLANEOUS

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

Section 2. Special Conferences. Special Conference for important matters, including safety, will be arranged between the Union and the Employer or its designated representative at mutually convenient time and places when there are important matters to discuss. Such meetings shall be between one (1) or more representatives of the Employer and one (1) or more representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the

conference is requested. Matters taken up in special conference shall be confined to those included in the agenda, unless both parties agree to include other items. Up to two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings. Conference shall be held on a weekday.

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

Section 4. Non-discrimination. The Employer and the Union both recognize their responsibilities under federal, state and local laws pertaining to fair employment practices as well as civil rights. Accordingly, both parties agree that they will not discriminate against any person or persons on the basis of race, creed, color, religion, sex, age, national origin, height, weight, or handicap as required by law.

Section 5. Headings. Any headings used in this Agreement are for description purposes only and neither add to nor subtract from the language of the Article or Sections they head.

Section 6. Department Vacancies. All vacancies shall be

posted at the Department. All employees shall have the opportunity to apply and be considered for any vacancy.

ARTICLE 25

UNION STEWARDS

Section 1. Representation. Employees shall be represented by one (1) Chief Steward, three (3) Stewards, and three (3) alternate Stewards to include one each from Delta, County, and Jail Divisions. During periods of absence of the Steward, the alternate Steward shall represent the employees.

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

their regular duties in addition to the handling of grievances and provided herein.

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

ARTICLE 26

GENDER

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

ARTICLE 27

JURY DUTY LEAVE

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

ARTICLE 28

USE OF PERSONAL VEHICLES

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

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

ARTICLE 29

LAYOFF AND RECALL

Section 1. Definition of Layoff. The Sheriff may layoff employees by classification whenever he deems such action to be necessary, by reason of lack of funds, lack of work, the abolition of the position, material change in the Department organization, or for other legitimate reasons which are outside the Employer's control and which do not reflect discredit upon the services of the employee.

Section 2. Definitions.

- (a) County Seniority. The employee's length of continuous service for the County of Eaton since the employee's most recent date of hire. County seniority shall be used for determining annual leave accrual, longevity and pension credits. County seniority shall not be used for layoff.
- (b) Departmental Seniority. Departmental seniority shall be defined as the length of an employee's continuous service with the Eaton County Sheriff's Department since the employee's most recent date of hire.
- (c) Classification Seniority. Classification seniority shall be defined as the length of an employee's continuous service in his current classification commencing with his last date of hire in that classification.

Section 3. Layoff Procedure. Whenever a reduction in the work force occurs, the following procedure shall be utilized.

- (a) The first employees to be laid off within the bargaining unit classifications affected, as determined by the Sheriff, and in the order stated, shall be: part-time and then probationary employees.

Thereafter, first employees to be laid off in the affected classification shall be those employees with least amount of seniority in such classification, provided, however, the senior employees retained are able to perform the remaining required work.

- (b) There shall be no bumping among or between employees or classifications other than the procedures set forth in this subsection:
 - i. A non-probationary employee laid off from the Deputy classification may displace an employee with less departmental seniority in the Corrections Officer classification.

If the Deputy is, by exercise of departmental seniority, unable to displace anyone in the Corrections Officer classification, he may utilize departmental seniority to displace an employee with less departmental seniority in the Clerk Classification.

- ii. A non-probationary employee laid off from the Corrections Officer classification may displace an employee with less departmental seniority in the Deputy classification if properly certified.
- iii. A non-probationary employee laid off from the Clerk classification may not displace an employee in any other classification.
- iv. A non-probationary employee laid off from the Cook classification may not displace an employee in any other classification.
- v. Any employee utilizing the displacement rights provided by this Article and subsections thereof, must be able to perform the required work. (It is understood by the parties that the individual must meet the minimum qualifications for said position). In those situations where there exists reasons to believe that an employee who meets the minimum qualifications for the position in question is not "capable of performing the work" said employee will be provided a minimum break-in period in order to demonstrate the necessary skill and ability to do the required work within two (2) calendar weeks on the new job.
- vi. Cross Training. If a laid off employee (in any classification) does not meet the minimum qualifications at the time of lay-off to allow him to exercise his bumping rights, but subsequently takes the necessary steps,

through training, etc., to meet those minimum qualifications, he may at the conclusion of the necessary training, etc., exercise his bumping rights.

- vii. Any employee utilizing the displacement rights provided by this Article and subsections thereof and who bump into a lower classification will receive the rate of pay of that classification at the same step the employee was receiving in his initial classification.
- viii. Notwithstanding the above provisions, the displacement of employees in the Corrections Officer, and Clerk classifications may be dependent on gender to meet the Federal and State statutory guidelines of the security of male and female inmates.

Section 4. Replacement of Bargaining Unit Employees. It is not the intent of the Employer to replace laid off bargaining unit employees with supervisory personnel, but rather to use the layoff procedure described herein as deemed appropriate by the Sheriff.

Section 5. Promotions. When applicable positions become available, any employee laid off from the bargaining unit shall be reinstated to the rank held prior to the layoff without being required to take a promotional examination. No new promotions will be made to any applicable rank until all such employees have been reinstated, have refused promotion, or have quit.

Section 6. Notice of Layoff. The Employer shall give written notice to the employee(s) and Union of any proposed layoff. Such notice shall be submitted at least two (2) calendar weeks before the effective date thereof.

In the event that the Employer deems it necessary to lay off three (3) or more bargaining unit employees at one time, the Employer and the Union agree to meet within forty-eight (48) hours after receipt of notice by the Union from the Employer to discuss alternatives to layoffs.

Section 7. Recall Procedure. When the working force is increased after a layoff, employees will be recalled in inverse order of layoff, including displacement, within their classification. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report for work within one (1) week from date of receipt of notice of recall, he shall be considered to have quit. It shall be the responsibility of the employee to make the Employer aware of their current address.

Section 8. Voluntary Layoffs.

(a) When faced with a layoff, the Employer may, within the Employer's sole discretion, prior to the enactment of the above provisions, solicit voluntary layoffs by seniority from members of the bargaining unit. In requesting such volunteers, the Employer shall state with certainty at the time of solicitation, the length of such layoff. The state length shall represent the maximum amount of the layoff and the Employer retains the right to call the employee back to work with two (2) weeks notice at any time prior to the expiration of the voluntary layoff, subject to the

operational needs of the Department. Should the employee decline to return to work, his employment shall be terminated.

(b) If an employee should volunteer for such layoff for the time specified by the Employer, and the layoff should extend beyond the time period so specified, the employee(s) in question shall be recalled and if necessary, layoff activities will proceed in the manner outlined above. The employee, at that time, may also notify the employer that he does not wish to return to work, and will subsequently be terminated from employment.

(c) Voluntary layoffs shall be subject to the approval of the Sheriff based on the operational needs of the Department.

(d) If the Employer does not secure any layoff by voluntary action, the above provisions will be applicable.

ARTICLE 30

NEW JOB CLASSIFICATION

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

Section 2. Employer Established Rate. The Employer will, after written notice to the Union, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the Employer to review the temporary rate. If a rate cannot be agreed upon, the Union can appeal the rate to the

Grievance Procedure at Step 3. Such appeal shall preclude submission of a new classification wage rate to arbitration under Public Act 312 or any other statutory procedure.

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

ARTICLE 31

FITNESS PROGRAM

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

ARTICLE 32

DURATION

Section 1. Length of Contract. This Agreement shall remain in full force and effect until December 31, 1997, at 11:59p.m. and shall become automatically renewable from year to year, thereafter, unless either party wishes to terminate, modify or change this Agreement, in which event notification of such must be given to the other party in writing one hundred twenty (120) days prior to expiration date of this Agreement, or any anniversary thereof.

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

IN WITNESS HEREOF, parties hereto have set their hands and seals this _____ day of _____, 1994.

POLICE OFFICERS LABOR COUNCIL
EATON COUNTY SHERIFF DEPARTMENT
DIVISION

EATON COUNTY BOARD OF
COMMISSIONERS

BY _____

Leonard Peters, Chairman

Linda Twitchell, Clerk

SHERIFF OF EATON COUNTY

Richard R. Wahl, Sheriff

APPENDIX A

SHERIFF'S DEPARTMENT SALARY SCHEDULE

EFFECTIVE JANUARY 1, 1994

	<u>Start</u>	<u>6 mos.</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
Deputy	\$22,584	\$24,299	\$26,532	\$27,903	\$29,276	\$30,818	\$32,448
Corrections Officer	\$22,410	\$24,110	\$26,194	\$27,199	\$28,207	\$29,725	\$30,174
Clerk	\$16,022	\$16,574	\$17,985	\$19,420	\$20,404		
Cook	\$15,257	\$16,191	\$17,027	\$18,514	\$19,053		

EFFECTIVE JANUARY 1, 1995

Deputy	\$22,584	\$24,299	\$26,532	\$27,903	\$29,276	\$30,818	\$32,448
Corrections Officer	\$22,410	\$24,110	\$26,194	\$27,199	\$28,207	\$29,725	\$30,501
Clerk							
Cook							

EFFECTIVE JANUARY 1, 1996

Deputy	\$23,262	\$25,028	\$27,328	\$28,740	\$30,154	\$31,743	\$33,421
Corrections Officer	\$23,082	\$24,833	\$26,980	\$28,015	\$29,053	\$30,616	\$31,750
Clerk							
Cook							

EFFECTIVE JANUARY 1, 1997

Deputy	\$23,960	\$25,779	\$28,148	\$29,602	\$31,059	\$32,695	\$34,424
Corrections Officer	\$23,774	\$25,578	\$27,789	\$28,855	\$29,925	\$31,534	\$33,047
Clerk							
Cook							

Placement on the Salary Schedule for new hires is to be determined by the Public Safety Committee and the Sheriff if previous police experience.

APPENDIX B

PROMOTIONS

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

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

Section 3. Program Weight. Scores will be based upon the written examination, an Assessment Center or a Modified Assessment Center which would include at least one Assessment exercise and a structured Oral Board, and Seniority.

- (a) Written exam: 50 points
- (b) Assessment Center/Modified Assessment Center: 100 points.
- (c) Seniority: Will be scored as a factor in this rating as 1 point per year to a maximum of fifteen (15) points.

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

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

Section 6. Probation. Commencing with the first full pay period following promotion the promoted employee shall receive the rate of a new rank at the same step paid the employee prior to promotion. All promoted employees shall be on probation for a period of six (6) months immediately following promotion. During such probationary period, the Sheriff may, demote the employee to his former rank for just cause or the employee may, on his own volition, request in writing to be relieved of his new rank and be returned to his former rank or position without loss of seniority in the former rank or position. After completion of the probationary period, an employee may be demoted for just cause.

Section 7. Notification. Examination notices for all competitive promotions shall be posted on the bulletin boards throughout the Department for a minimum of fifteen (15) days prior

to the examination date. Subjects to be covered in the written and oral exams shall also be posted, fifteen (15) days prior to the examination date.

Section 8. Eligibility.

(a) Sergeant: Must be a Detective or Deputy and have completed a minimum of four (4) years in the Eaton County Sheriff's Department as a Deputy.

(b) Corrections Sergeant: Must be a Corrections Officer and have completed a minimum of four (4) years in the Eaton County Sheriff's Department as a Corrections Officer.

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

Section 10. Assessment Center/Modified Assessment Center.

The Assessment Center will be scheduled when a promotional opening is posted. The Sheriff will determine what assessment agency will be utilized for this process.

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

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

SETTLEMENT

Wages covered under this Agreement shall be retroactive to January 1, 1994. All other provisions of the contract shall be effective upon signing or as soon as reasonably possible, unless otherwise stated.

LETTER OF UNDERSTANDING
HEALTH INSURANCE FOR RETIREES

1) Deputy Don Stockenauer and Corrections Officer Don Taylor will be allowed to be considered as eligible employees for paid health insurance benefits pursuant to Article 15, Section 2, upon reaching age fifty-five (55) even though they will not have twenty-five (25) years of service under the Municipal Employees Retirement System (MERS).

2) It is expressly understood and agreed to by the parties that there will be no further consideration given by the Employer to any Lodge or individual requests regarding exceptions form the language contained in Article 15, Section 2, Retirees' Health Insurance.

POLICE OFFICERS LABOR COUNCIL
EATON COUNTY SHERIFF DEPARTMENT
DIVISION

EATON COUNTY BOARD OF
COMMISSIONERS

BY _____

Leonard Peters, Chairman

Linda Twitchell, Clerk

SHERIFF OF EATON COUNTY

Richard R. Wahl, Sheriff

Originally dated: April 16, 1986

LETTER OF UNDERSTANDING
HEALTH INSURANCE FOR RETIREES

Bessie Adkins and Ron Skinner will be allowed to be considered as eligible employees for paid health insurance benefits pursuant to Article 15, Section 2 upon ratification of the current collective bargaining agreement even though they will not have twenty-five (25) years of service under the Municipal Employees Retirement System (MERS).

POLICE OFFICERS LABOR COUNCIL,
EATON COUNTY SHERIFF DEPARTMENT
DIVISION

BY _____

EATON COUNTY BOARD OF
COMMISSIONERS

Leonard Peters, Chairman

Linda Twitchell, Clerk

SHERIFF OF EATON COUNTY

Richard R. Wahl, Sheriff