

AGREEMENT

Between

**BRANCH COUNTY BOARD OF COMMISSIONERS
AND THE SHERIFF OF BRANCH COUNTY**

and

**THE COMMAND OFFICERS ASSOCIATION
OF MICHIGAN**

Effective January 1, 2006 through December 31, 2008

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AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2006, by and between the BRANCH COUNTY BOARD OF COMMISSIONERS, and the SHERIFF OF BRANCH COUNTY, together hereinafter referred to as the "EMPLOYER", and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as the "UNION".

ARTICLE I **PURPOSE AND INTENT**

1.1 The general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the County, the Sheriff and the employees in the bargaining unit covered by this Agreement.

1.2 The parties recognize that the interest of the County and the job security of the employees depend upon the County and the Sheriff's success in establishing proper services to the County.

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

ARTICLE II **RECOGNITION**

2.1 Collective Bargaining Unit. The Employer hereby agrees to recognize the Union as the exclusive bargaining representative, as defined in Act No. 379, State of Michigan Public Acts of 1965, as amended, for all employees employed by the Employer in the following described unit:

All full time sergeants of the Branch County Sheriff's Department, BUT EXCLUDING the Sheriff, Undersheriff, Deputies, Dispatchers, Correction Officers, Emergency Medical Technicians, Marine Officers, Reserve Officers, Sheriff's Posse, clerical employees, Animal Control Officers, Court Officers and all other employees.

2.2 Definitions. The term "employee" and "employees" when used in this Agreement shall refer to and include only those full time and regular part time employees who are employed by the Employer in the collective bargaining unit

described in Section 2.1 of this Agreement. For purposes of this Agreement, the following definitions shall be applicable:

- A. Full Time Employee. A full time employee is an employee who is working the official workweek on a regular schedule.

- B. Regular Part Time Employee.
 - (1) A regular part time employee is an employee who is working sixteen (16) hours or more in a two (2) week pay period but less than the official workweek.
 - (2) Such employees shall not receive any fringe benefits except, when applicable, overtime pay.
 - (3) Regular part time employees may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures set forth in this Agreement.

- C. Irregular Employee. An irregular employee is an employee who is working on any other basis other than the above definitions of full time and regular part time employees.

2.3 New Classifications.

- A. Whenever the Employer establishes a new classification within the bargaining unit set forth in Section 2.1, the Union shall have fifteen (15) calendar days from receipt of such notification to object to the assigned rate of pay.

- B. Thereafter, the parties shall meet within thirty (30) calendar days to negotiate any changes which might be required. If the parties are unable to reach agreement, the rate of pay shall be subject to the Grievance and Arbitration Procedures set forth in this Agreement and shall be processed initially at Step 4 of the grievance procedure.

ARTICLE III **REPRESENTATION**

3.1 Collective Bargaining Committee.

- A. The Employer agrees to recognize a collective bargaining committee of the Union comprised of not more than two (2) employee representatives, including the President of the Local Union.
 - (1) The Union shall furnish the Employer in writing the names of its collective bargaining committee members before they shall be recognized.
- B. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for members of the collective bargaining unit as provided in the Grievance Procedure.
 - (1) The Employer agrees to allow reasonable time during regularly scheduled working hours, without loss of pay, for members of the committee to process grievances in accordance with the Grievance Procedure.
- C. Members of the committee shall also meet with County officials and the Sheriff for the purpose of negotiating modifications to this Agreement.
 - (1) The Union shall also have a representative of the Command Officers Association of Michigan present.

3.2 Reporting.

- A. When it is necessary for a collective bargaining committee member to leave his work to handle a grievance in accordance with the Grievance Procedure established in this Agreement, he shall first obtain permission from the Sheriff or his designated representative.
- B. The collective bargaining committee member shall return to his job as promptly as possible and upon his return shall immediately report to the Sheriff or his designated representative.
- C. A collective bargaining committee member who is assigned to road patrol or other duties which require service outside the Sheriff's Department facilities shall perform his function in a manner which would not require his return to the Sheriff's Department facilities for the sole purpose of performing representation functions except for scheduled meetings under the Grievance Procedure.

ARTICLE IV

UNION SECURITY

4.1 Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 2.1, no later than thirty-one (31) days after the start of their employment with the Employer or the effective date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equivalent to the periodic monthly dues uniformly required of Union members.

4.2 Union Membership.

A. Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement.

(1) All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit.

B. The Union recognizes, however, that it is required under this Agreement and the Public Employment Relations Act to represent all employees included within the collective bargaining unit set forth in this Agreement without regard to whether or not the employee is a member of the Union.

4.3 Payroll Deduction for Union Dues.

A. During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or a service fee equivalent to the periodic monthly dues uniformly required of Union members and uniformly levied in accordance with the Constitution and By-Laws of the Union from each employee covered by this Agreement who executes and files with the Employer a proper checkoff authorization form.

B. Individual checkoff authorization forms shall be furnished or approved by the Union and, when executed, filed by it with the County Payroll Office.

C. Deductions shall be made only in accordance with the provisions of the written checkoff authorization form, together with the provisions of this Section.

D. (1) A properly executed copy of the written checkoff authorization form for each employee for whom Union membership dues and initiation fees or the service fee equivalent are to be deducted hereunder

- shall be delivered to the Employer before any payroll deductions are made.
- (2) Deductions shall be made thereafter only under the written checkoff authorization.
 - (3) Any form which lacks the employee's signature will be returned to the Union by the Employer.
- E.
- (1) All checkoff authorization forms filed with the County Payroll Office prior to the fifteenth (15th) of the month shall become effective the following month, provided the employee has sufficient net earnings to cover the dues and/or initiation fee or service fee equivalent.
 - (2) An authorization filed thereafter shall become effective with the first (1st) paycheck following the filing of the authorization.
 - (3) Deductions for any calendar month shall be remitted to the Union not later than the fifteenth (15th) day of each month.
- F. In cases in which a deduction is made which duplicates a payment already made to the Union or where a deduction is not in conformity with the Union's Constitution and By-Laws, refunds to the employee will be made by the Union.
- G.
- (1) The Union shall notify the County Payroll Office in writing of the proper amount of Union membership dues and initiation fees or service fee equivalent and any subsequent changes in such amounts.
 - (2) The Employer agrees to furnish the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted.
- H. If a dispute arises as to whether not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions for said employee will be made until the matter is resolved.
- I. The Employer shall not withhold dues or service fees after an employee's employment relationship with the Employer has been terminated.
- J. The Employer shall not be liable to the Union or its members for any dues or service fees once such sums have been remitted to the Union and,

further, shall not be liable if such sums are lost when remitted by United States mail.

- K. (1) The Employer's sole obligation under this Section is limited to the withholding of dues and, where applicable, service fees.
- (2) If the Employer fails to withhold such amounts as required by this Section, its failure to do so will not result in any financial obligation whatsoever.

4.4 Hold Harmless. The Union agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the withholding of dues or service fees provided herein or by reason of action taken by the Employer pursuant to Section 4.1.

ARTICLE V
SENIORITY

5.1 Seniority Definition.

- A. Departmental seniority shall be defined as the length of an employee's full time continuous service with the Branch County Sheriff's Department commencing with his last date of hire.
- B. Bargaining unit seniority shall be defined as the length of full time continuous service as a sergeant in the Branch County Sheriff's Department.
- C. An employee's "last date of hire" shall be the most recent date upon which he commenced work.
- D. The application of seniority and bargaining unit seniority shall be limited to the preference(s) specifically recited in this Agreement.
- E. There shall be no seniority among probationary employees.

5.2 Seniority List.

- A. The Employer shall maintain a roster of employees, arranged according to seniority and bargaining unit seniority, showing name, classification, and seniority(ies) date(s) and shall furnish a copy to the Union during the first (1st) month of each year, or as soon as practical.
- B. Employees who are employed on the same dates shall be placed on the seniority list in alphabetical order of surnames.

5.3 Loss of Seniority. An employee's seniority with the Employer in the Sheriff's Department shall terminate for the following reasons:

- A. He resigns or quits;
- B. He is discharged or terminated;
- C. He retires;
- D. He has been on layoff for a period of time equal to his Departmental seniority at the time of his layoff or one (1) year, whichever is less;

- E. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff, or disciplinary layoff, for three (3) consecutive working days unless otherwise excused;
- F. He is declared mentally incompetent by a Probate Court of competent jurisdiction;
- G. He has been on sick leave, including a worker's compensation leave, for a period of time equal to his Departmental seniority at the commencement of such leave or eighteen (18) months, whichever is less;
- H. He is convicted of a felony;
- I. He fails to notify the Employer for three (3) consecutive working days that he will not be reporting to work, unless otherwise excused;
- J. He knowingly makes a false statement on an application for leave of absence or official police report.

5.4 Seniority Accumulation.

- A. An employee shall retain and continue to accumulate Departmental and bargaining unit seniority while on all approved leaves of absence unless otherwise specifically provided in one of the leave of absence Sections in this Agreement.
- B. (1) Employees shall not continue to accumulate Departmental seniority for any purpose under this Agreement on any layoff lasting in excess of thirty (30) calendar days.

(2) Upon return from a layoff lasting longer than thirty (30) calendar days, an employee's seniority dates will be adjusted forward to take into account the length of the employee's layoff, provided, however, the employee will be given credit on his seniority dates for the first (1st) thirty (30) days of his layoff.
- C. Transfer to Non-Bargaining Unit Position. If an employee is transferred or promoted to a non-bargaining unit position, his Departmental and bargaining unit seniority shall be frozen on the date of such transfer or promotion and he shall no longer accumulate seniority while in the non-bargaining unit position.

- (1) If the employee is returned to a bargaining unit position, his frozen seniority dates shall be reinstated on the date of his return, and he shall thereafter begin to accumulate seniority.
- (2) The Employer reserves the right to determine all conditions of employment for non-bargaining unit employees, including the right to determine whether or not the employee returns to the bargaining unit.
- (3) After an employee has been outside the bargaining unit in excess of one (1) year, his Departmental and bargaining unit seniority shall be canceled and he shall no longer be permitted to return to the bargaining unit with any seniority.

ARTICLE VI **LAYOFF AND RECALL**

6.1 Layoffs.

- A. In the event that a reduction in the work force becomes necessary, the first (1st) employees to be reduced from the Department within each bargaining unit classification affected shall be in the order stated: irregular, part-time, and probationary.
- B. Thereafter, further reductions in the work force shall be on the basis of inverse bargaining unit Departmental seniority in the classifications affected, provided, however, that the senior employees retained have the necessary training, ability, and experience to perform the remaining available work.
- C. A non-probationary employee laid off from his classification may displace the employee with the least amount of Departmental seniority in a lower-rated classification provided he has the necessary training, ability, and experience to perform the work required and, provided further, the senior employee exercising this displacement right will be paid the salary of the lower-rated classification at the progression step which will result in the least reduction in pay in comparison to the salary rate the employee held at the time of layoff.
- D. Health Insurance Continuation. The Employer shall continue its payment of health insurance coverage through the end of the lay-off month.

6.2 Recall. In the event that the work force is increased, recall to work shall be in the inverse order of layoff from work from the classifications affected.

6.3 Notification of Recall.

- A. Notification of recall from layoff shall be sent to employees by certified mail, return receipt requested.
- B. The notice shall set forth the date the recalled employee is expected to return to work.
- C. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within three (3) days after receipt of the notice shall be presumed to have resigned and their names shall be removed from seniority and preferred eligibility lists.

ARTICLE VII
PROMOTIONAL PROCEDURE

7.1 Purpose of Promotional Procedure.

- A. The purpose of this Procedure is to establish a promotional system for full-time, non-probationary employees in the Branch County Sheriff's Department.
- B. The Employer shall determine the duties of all positions subject to this Procedure and, in its sole discretion, whether a vacancy does or does not exist.

7.2 Advancement Opportunities.

- A. Promotion means to advance from a given classification to a higher paid classification.
- B. Each employee seeking a promotional advancement must be a current member of the Department and meet all the eligibility rules of this Promotional Procedure.

7.3 Oral Board.

- A. The Oral Board shall consist of three (3) members selected by the Sheriff.

- (1) One (1) member of the Board shall be a law enforcement officer from outside the Department whose rank is equal to or higher than the position being sought.
 - (2) The remaining two (2) positions on the Oral Board shall be filled by a member of the Branch County Board of Commissioners and a resident of the County other than the Sheriff.
- B. The results of the written examination shall not be made available to the Oral Board.
- C. An employee, however, may submit to the Oral Board a resume outlining his law enforcement experience and such education as he deems relevant.

7.4 Program Weight. Scores shall be based upon:

- (i) a written examination,
- (ii) performance evaluation,
- (iii) an Oral Board examination, when applicable, and
- (iv) seniority within the Department.

The weights assigned shall be as follows:

- A. Written Examination. Twenty percent (20%). (An applicant must score seventy percent [70%] or above on the written examination to participate in the remaining portions of the Promotional Procedure).
- B. Performance Evaluation. Forty percent (40%).
- C. Oral Board. Forty percent (40%). An Oral Board will be held for all eligible positions.
- D. Seniority.
- (1) Individuals who attain seventy percent (70%) or above on their combined scores for the written examination, performance evaluation, and, when applicable, Oral Board examination will be given a maximum of ten (10) "bonus points" based upon their Departmental seniority.

- (2) Seniority “bonus points” will be computed on the basis of one (1) point per year beginning after an employee’s first (1st) year in the Branch County Sheriff’s Department and continuing thereafter at the rate of one (1) additional point for each year of continuous service with the Branch County Sheriff’s Department, up to a maximum of ten (10) such “bonus points”.

E. Placement on Promotional List.

- (1) To qualify for placement on a promotional list, all applicants must achieve a combined score on the written examination, performance evaluations, and, when applicable, Oral Board examinations of seventy percent (70%) or above, independent of the addition of any “seniority bonus points”.
- (2) Employees subject to this Procedure may participate in whatever number of promotional opportunities their eligibility permits and, accordingly, may be on more than one (1) promotional list if they have achieved the requisite minimum score.

7.5 Roster.

- A. For each classified position a promotion list will be established as needed and once established shall remain in effect for two (2) years.
- B. If a roster becomes depleted prior the end of a two (2) year period and a roster is needed, a new test shall be administered and a new roster established consistent with this Section.
- C. The Employer will promote the employee with the highest composite score from any such roster/promotion list.

7.6 Written Examination.

- A. The content of any written examination will be scaled appropriately to the level of the position being considered.
- B. Written tests will be designated at a general knowledge level or standards designated where rank and position warrant specialization.
 - (1) The Employer will determine where general or specialized standard testing is warranted.

- C. All written examinations, when necessary, will be designed and drafted by a professional agency.
 - (1) The Employer shall determine the professional agency best qualified for this testing composition.

7.7 Performance Evaluations.

- A. Performance evaluations will be conducted annually by the Sheriff or his designated representatives, with the last evaluation being used for this Promotional Procedure.
- B. In conducting this evaluation, the Sheriff or his designee may utilize an employee's attendance and disciplinary records for the preceding twenty-four (24) month period and/or any awards which the employee may have earned during that period of time.

7.8 Posting of Examination Notices.

- A. Examination notices for all competitive promotion classifications shall be posted on the bulletin boards for a minimum of twenty (20) calendar days prior to the written examination date.
- B. Subjects and a list of relevant study materials to be covered in the written examinations shall be posted fifteen (15) days prior to the examination date.
- C. Employees eligible to compete must submit a written letter of intent to participate to the Employer no later than seven (7) calendar days prior to the respective examination date.
- D.
 - (1) Alternative examination dates will be arranged by the Employer for employees who have submitted a timely request to participate in the promotional process but who will be on vacation or military reserve training leave at the time the examination will be given or who miss the examination because of illness supported by a physician's certificate and who submit such excuse to the Sheriff in writing no later than five (5) calendar days following the examination.
 - (2) All such alternative examinations will be scheduled within ten (10) calendar days following the employee's return from vacation or presentation of the written excuse to the Sheriff, whichever is appropriate.

7.9 Examination Procedure.

- A. Any employee has the right to examine the result of his own performance evaluation and written examination.
- B. The documents are confidential, and they cannot be removed from the files.
- C. However, the contents of promotional documents will be made known only to the Sheriff and his designated representatives, and the employee himself and his designated representative.

7.10 Outside Appointment.

- A. The Sheriff may fill a vacancy subject to this Procedure from outside the bargaining unit if no employee has attained a passing score for promotion or the vacancy is unable to be filled because employees subject to this Procedure have failed to utilize the Procedure or declined advancement.
- B. If an employee declines a promotional advancement, his name shall be removed from the promotional roster involved.

7.11 Pay Rate on Promotions. Commencing the first (1st) full pay period following promotion, employees promoted within the bargaining unit pursuant to the provisions of this Agreement shall be initially paid at the first (1st) "Step" in the salary range for the new classification which would entitle them to an increase in pay and shall advance thereafter from "Step" to "Step" on the pay scale in accordance with their length of service in the new classification.

ARTICLE VIII
DISCIPLINE

8.1 Just Cause.

- A. The Employer shall not discharge or discipline a non-probationary full-time employee except for just cause.

- B. Should a full-time employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, he may protest the discipline imposed by filing a grievance at Step 3 of the Grievance Procedure within five (5) calendar days after receipt of notice of the disciplinary action.

8.2 Rules.

- A. The Employer reserves the right to establish reasonable rules and regulations governing the conduct of its employees.
- B. The Sheriff shall cause such rules, including any amendments or deletions, to be published in a departmental manual or posted.
- C. The employees shall receive a copy of the manual or have such rules posted in a conspicuous place.

ARTICLE IX
GRIEVANCE PROCEDURE

9.1 Definition of Grievance. A grievance means a complaint by an employee covered by this Agreement or the Union concerning the application and/or interpretation of a specific provision or provisions of this Agreement as written.

9.2 Grievance Procedure. All grievances shall be handled in the following manner:

A. Step 1. Verbal Procedure.

- (1) An employee with a grievance shall, with his committee member, within ten (10) calendar days of the occurrence of the incident giving rise to the grievance or within ten (10) calendar days of the date the employee first reasonably should have known the events giving rise to the grievance, discuss the grievance with the Undersheriff.
- (2) On the last day during which a grievance must be presented, the employee and his committee member may present the grievance to any supervisor if the Undersheriff is not then available.
- (3) A meeting shall be scheduled by the supervisor within five (5) calendar days to discuss the grievance.

- (4) The employee, his committee member, and the Undersheriff shall attempt to resolve the grievance.
- (5) The Undersheriff shall give his oral decision within three (3) calendar days following such meeting.

B. Step 2. Written Procedure.

- (1) If the grievance is not satisfactorily resolved at Step 1, it shall be reduced to writing and presented to the Undersheriff within three (3) calendar days following the date of the Undersheriff's decision in Step 1.
- (2) The grievance shall set forth the facts and the specific provisions of the Agreement which are alleged to have been violated and it shall be signed by the grievant and the committee member.
- (3) The Undersheriff shall place his written disposition on the grievance form and return it to the committee member within three (3) calendar days.

C. Step 3.

- (1) If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the written grievance to the Undersheriff within five (5) calendar days following receipt of the written answer in Step 2.
- (2) The Undersheriff shall schedule a meeting with the President of the Local and the employee to discuss the grievance within ten (10) calendar days after receipt of the grievance.
- (3) The Undersheriff or his designee shall place his answer on the grievance within five (5) calendar days following such meeting and return the grievance to the President of the Local.

D. Step 4.

- (1) If the grievance is not satisfactorily resolved at Step 3, it may be appealed by resubmitting the written grievance to the Chairperson of the County Board of Commissioners within ten (10) calendar days following receipt of the Undersheriff's written answer in Step 3.

- (2) Upon receipt of the appeal, the County Board Chairperson shall schedule a meeting to discuss the grievance within ten (10) calendar days.
- (3) The Employer shall be represented by members of the Personnel and Finance Committee of the Board of Commissioners and the Sheriff.
- (4) The Union shall be represented by the President of the Local and the grievant involved.
- (5) The Union and the Employer may have non-employee representatives in attendance.
- (6) The Employer shall place its written disposition on the grievance and return it to the President of the Local within ten (10) calendar days following such meeting.

9.3 Grievance Resolution.

- A. All grievance resolutions at Step 1 and 2 must be approved in writing by the Sheriff before they shall be deemed final.
- B. If, within ten (10) calendar days following the immediate supervisor's answer in Step 1 or 2 the Sheriff gives written notification of his disallowance of the grievance resolution, together with his reasons therefor, to a committee member, Step 3 of the Grievance Procedure shall be bypassed and the grievance shall be taken directly to Step 4, provided, however, the grievance be reduced to writing and resubmitted to the Sheriff within ten (10) calendar days following receipt of his notice of disallowance.
- C. Thereafter, the provisions of Step 4 shall apply.
- D. All grievance resolutions at either Steps 1, 2, or 3 which have economic implications must be approved by the Chairperson of the County Board of Commissioners in writing before they shall be deemed final.
- E. If, within ten (10) calendar days following receipt by the Sheriff's written approval of the grievance resolution the County Board Chairperson gives written notification of his disallowance of the resolution to a committee member, together with his reasons therefore, the grievance shall be taken directly to Step 4, provided, however, the grievance shall be reduced to writing and resubmitted to the County Board Chairperson within ten (10)

calendar days following receipt by the committee member of notice of disallowance.

- F. Thereafter, the provisions of Step 4 shall apply.
- G. All grievance resolutions at Steps 1, 2, 3 or 4 which implicate the inherent power of the Sheriff must be approved by the Sheriff in writing before being deemed to be final. Such grievances would include, but not be limited to, matters of discipline, discharge, promotion, job assignment, transfer, shift assignment, etc.

9.4 Time Limitations.

- A. The time limits established in the Grievance Procedure shall be followed by the parties hereto.
- B. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition.
- C. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration.
- D. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

9.5 Election of Remedies.

- A. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit.
- B. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment which the employee may challenge the Employer's determinations regarding the employee's employment will be required to elect in writing, no later than Step 4 of the Grievance Procedure, either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination.
- C. If the employee elects to pursue his statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall not thereafter be subject to any arbitration proceeding.

ARTICLE X
ARBITRATION

10.1 Arbitration Request.

- A. If the grievance is not satisfactorily resolved in Step 4 of the Grievance Procedure, the Union may submit the grievance to arbitration by notifying the Employer in writing within forty-five (45) days after receipt of the Employer's answer to Step 4.
- B. If the Employer fails to answer a grievance within the time limits set forth in Step 4 of Section 9.2, the Union, if it desires to seek arbitration, must notify the Employer in writing no later than forty-five (45) calendar days following the date that the Employer's Step 4 answer was due.
- C. If the Union does not submit the grievance to arbitration in the time limits herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

10.2 Selection of Arbitration.

- A. Upon giving the Employer notice of its intention to arbitrate, the Union shall forward a copy of the arbitration clause of this Agreement to the Federal Mediation and Conciliation Service (FMCS) requesting the Service to forward a list of seven (7) arbitrators to the parties.
- B. One (1) arbitrator shall be selected by the parties alternately striking a name from the panel, and the name remaining shall serve as the arbitrator.
- C. The compensation and expenses of the arbitrator shall be shared equally by the Employer and the Union, but each party shall bear the cost of its own expenses, witnesses, representatives, and legal counsel.

10.3 Arbitrator's Powers.

- A. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written.
- B. The arbitrator shall be at all times governed wholly by the terms of this Agreement, and he shall have no power or authority to amend, alter, or modify this Agreement in any respect.

- C. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided.
- D. By accepting a case from the parties, the arbitrator acknowledges his limitation of authority and agrees not to decide an issue which is outside of his jurisdiction under this Agreement.
- E. The arbitrator recognizes that the Employer is governed by certain laws and exists for the sole purpose of serving the public, and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws.
- F. Any award of the arbitrator shall not be retroactive any earlier than eight (8) days prior to the time the grievance was first submitted in writing.
- G. Further, no claim for back wages under this Agreement shall exceed the amount of earnings which the employee would have otherwise earned by working for the Employer, less any and all unemployment compensation, the employee received from any interim earnings.
- H. The decision of the arbitrator shall be final and binding on the Employer, the Union, and its members.

ARTICLE XI **HOURS OF WORK**

11.1 Workday and Workweek. The normal workday shall consist of eight (8) hours and the normal workweek shall consist of forty (40) hours, excluding reporting time.

11.2 Tour of Duty.

- A. A full time employee's normal tour of duty shall consist of one hundred and sixty (160) hours of work, excluding reporting time, in a period of twenty-eight (28) consecutive days.
- B. If the Sheriff in his discretion establishes a tour of duty of less than twenty-eight (28) days, the number of hours within such tour of duty shall bear the same ratio to the number of consecutive days within the work period as one hundred sixty (160) hours bears to twenty-eight (28) days.

11.3 Scheduling and Rotation.

- A. The Employer shall have the right to freely determine, establish, and modify scheduling and manpower requirements, including, but not limited to, number of shifts, starting and quitting times for each shift, and manpower requirements for each shift, except as expressly limited by this Section.
- B. "Pass days" shall not be "split" except where, in the judgment of the Sheriff, pass days must be split to maintain police coverage at an acceptable level at certain times, and, insofar as is reasonably practicable, a special conference is called in advance to discuss possible alternatives.

11.4 Overtime.

- A. All employees shall be expected to work reasonable amounts of overtime upon request.
- B. Overtime other than that of an emergency nature must be authorized by the Sheriff or his designated representative.

11.5 Shift Preference

- A. Shift Definitions. For purpose of this Section, the following definitions shall be applicable:
 - (1) Day Shift. Any shift with a scheduled starting time of on or after 7:00 a.m. and before 3:00 p.m.;
 - (2) Afternoon Shift. Any shift with a scheduled starting time on or after 3:00 p.m. and before 11:00 p.m.;
 - (3) Night Shift. Any shift with a scheduled starting time on or after 11:00 p.m. and before 7:00 a.m.
- B. Participating Employees. No employee shall be eligible to apply for a shift preference until he has completed one (1) year of employment with the Employer and in addition has completed three (3) consecutive twenty-eight (28) day tours of duty on his current shift.
- C. Permitted Changes. Shift preferences will be granted by the Employer if there is an employee with less seniority working on the requested shift in the same classification.

D. Non-Permitted Changes.

- (1) Employees will not be permitted to displace probationary employees working on the requested shift or employees with less seniority on the requested shift who are undergoing specialized training or are on a special assignment.
- (2) Further, a shift preference request may be denied due to any requirements imposed by law upon the Employer.
- (3) A shift preference request may also be denied if it would alter the manpower requirements established by the Employer or would otherwise be detrimental to the operation of the Department.

E. Requests for Shift Preference.

- (1) Three (3) consecutive twenty-eight (28) day tours of duty shall constitute a single shift preference block under this Section.
- (2)
 - (a) Employees shall submit their bids for the preferred shifts in writing to the Undersheriff four (4) weeks prior to the commencement of the new shift preference block, indicating by number their preference for no more than two (2) shifts.
 - (b) Failure to submit a shift preference application may result in an employee being displaced from his current shift or assignment by the Department to a different shift.
- (3) Thereafter, the Employer will post on the bulletin board the contemplated changes resulting from the submitted requests and such changes will go into effect on the date the new shift preference block commences.
- (4)
 - (a) In placing shift preference requests into effect, the Employer will attempt to arrange such changes in a manner which will allow employees changing shifts to be off-duty from the end of their old shift to the start of the new shift.
 - (b) The parties recognize, however that this goal cannot always be accomplished.

- (c) Accordingly, if implementation of a shift preference would require an employee to work sixteen (16) hours consecutively, the employee requesting the shift change will be the individual selected to work the “back-to-back” shift.
 - (5) The Employer shall not be liable for overtime or premium pay under Sections 16.4 and 16.5 of the Agreement as a result of its implementation of shift preference requests.
- F.
 - (1) It is expressly understood that an employee’s work schedule and his shift may be changed on a daily basis whenever operating conditions warrant such a change.
 - (2) Employees may be denied a requested shift preference, forced to remain on a particular shift, or required to change shifts for closer supervision purposes for no more than one (1) shift preference block per calendar year.
- G. Notwithstanding the provisions herein, the Sheriff or his designee shall have the sole and exclusive right to assign employees for one (1) quarter (3 months) out of each calendar year, to the shift of his [Sheriff’s] choice.
- H. An employee who returns to work from an approved leave of absence who did not participate in the “shift preference” selection pursuant to subparagraph “E” shall be placed on the shift having a vacancy until the next shift bid preference selection occurs.

ARTICLE XII
RIGHTS OF THE EMPLOYER

12.1 Rights.

- A. It is understood and hereby agreed that the County and the Sheriff reserve and retain, solely and exclusively, all of their inherent and customary rights, powers, and functions, and their judgement in these respects shall not be subject to challenge.
- B. These rights vested in the County and the Sheriff include, but are not limited to, those provided by statute or law, along with the right to direct, hire, promote, transfer, lay off, assign, and retain employees in positions within the County consistent with the employee’s ability to perform the assigned work and, further, to suspend, demote, discharge for just cause,

or take other such disciplinary action which is necessary to maintain the efficient administration of the Employer.

- C. It is also agreed that the Employer has the right:
- (1) to adopt, modify, or alter its budget, to determine the method, means, and personnel, employees or otherwise, by which the business of the Employer shall be conducted;
 - (2) to determine the nature and number of facilities and departments, and their locations;
 - (3) to establish classifications of work and the number of personnel required;
 - (4) to study and use improved methods and equipment and outside assistance if necessary;
 - (5) to establish and change work schedules;
 - (6) to reduce or increase the size of the working force; and
 - (7) to take whatever other action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof.
- D. The Employer shall also have the power to make rules and regulations relating to personnel policies, procedures, and working conditions not inconsistent with the express terms of this Agreement and said rules and regulations shall be reasonable.

ARTICLE XIII **PROBATION**

13.1 Probationary Period.

- A. All new full time employees shall be considered probationary employees for a period of twelve (12) months, after which time their seniority shall relate back to their last date of hire.
- B. Until an employee has completed the probationary period, he may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard or recourse to the provisions of this Agreement.

C. There shall be no seniority among probationary employees.

13.2 Promotions.

A. All employees promoted into the bargaining unit shall be deemed to be on probation from the date they are awarded the position until six (6) months after they have successfully completed any required training and schooling, whichever is later.

B. During such probationary period, the Employer may demote the employee to his former classification, or the employee may, on his own volition, request in writing to be relieved of his new classification and to be returned to his former classification.

ARTICLE XIV
NO STRIKE - NO LOCKOUT

14.1 Work Stoppages.

A. The Union agrees that there will be no strike or work stoppages during the term of this Agreement, and the Employer agrees that there will be no lockouts during the term of this Agreement.

B. Any employee who engages in any activities prohibited by this Section shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge.

C. The Union acknowledges that discharge is an appropriate penalty for violation of this Section.

D. Any appeal to the Grievance Procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by this Section.

ARTICLE XV
OUTSIDE EMPLOYMENT

15.1 Outside Employment.

A. No employee shall engage in outside employment which will be a conflict of interest or impair his performance as a law enforcement officer.

- B. Employees shall not wear the Department uniform unless they are working for or under the direction of the Employer.
- C. Violation of the provisions of this Section shall constitute just cause for discipline, up to and including discharge.
- D. Subject to the restrictions set forth in the first sentence of this Section and any restrictions imposed by State or Federal law, employees may engage in political activity while off duty and out of uniform.

ARTICLE XVI
WAGES

16.1 Wages.

- A. The annual rates set forth in this Section shall be retroactive to January 1, 2006, only for those employees who remained employed by the Employer on the date this agreement was ratified by both parties.
- B. Further, the amount of retroactivity for employees occupying the classification of Sergeant shall be reduced by any sums received by such employees under the Employer's eliminated program of compensating such individuals for performing duties as a Medical Examiner Investigator.
- C. Hourly rate is determined by dividing annual salary by 2,080 hours.

Sergeant/Detective
Sergeant (Department)

	<u>Start</u>	<u>6 months</u>	<u>1 Year</u>
Effective 1/1/2006(+2.5%)	21.233	21.529	22.025
Effective 1/1/2007(+2.5%)	21.764	22.067	22.576
Effective 1/1/2008(+2.5%)	22.308	22.619	23.140

Corrections Sergeant (Jail)

	<u>Start</u>	<u>6 months</u>	<u>1 Year</u>
Effective 1/1/2006(+2.5%)	15.644	16.395	17.06 1
Effective 1/1/2007(+2.5%)	16.035	16.805	17.48 8
Effective 1/1/2008(+2.5%)	16.436	17.225	17.92 5

16.2 Shift Premium. Bargaining unit members (except the position of Detective Sergeant) who work between the hours of:

- A. 3:00 p.m. and 11:00 p.m. shall receive a shift premium of twenty-five cents (25¢) per hour; and
- B. 11:00 p.m. and 7:00 a.m. shall receive a shift premium of fifteen cents (15¢) per hour.
- C. 7:00 p.m. and 7:00 a.m. shall receive a shift premium of twenty cents (20¢) per hour which shall apply to eight hour shifts on a pro rata basis. This provision shall be effective 1/1/04.

16.3 Pay for Work Outside Classification.

- A. Employees who are temporarily assigned to a higher-rated classification shall be paid at the first (1st) "Step" in salary range for the higher-rated classification which would entitle them to an increase in pay for all hours actually worked in excess of four (4) hours in any one (1) workday.
- B. Employees who are temporarily assigned to a lower-rated classification shall continue to be compensated at the regular hourly rate for their classification.

16.4 Overtime Pay.

- A. Time and one-half (1 ½) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of:
- (1) eight (8) hours per day or
 - (2) twelve (12) hours per day where twelve (12) hours shifts are assigned by the Sheriff, or
 - (3) nine (9) hours per day where nine (9) hour shifts are assigned by the Sheriff, or
 - (4) ten (10) hours per day where ten (10) hour shifts are assigned by the Sheriff, or
 - (5) one hundred sixty (160) hours per twenty-eight (28) day tour of duty time, or
 - (6) if a tour of duty of less than twenty-eight (28) consecutive days is established by the Sheriff, for all hours actually worked in excess of the number of hours in such tour of duty as defined in Section 11.2.
- B. To be eligible for overtime pay under subsection (A) of this Section, an employee must have worked all of his scheduled hours in the normal workweek unless excused for one of the following reasons:
- (1) Illness or injury supported by a physician's statement, if required by the Employer;
 - (2) Death in the employee's immediate family.
- C. Paid, but non-worked, time will **not** count as "hours actually worked" for purposes of determining an employee's eligibility for overtime pay.
- D. An employee's straight time regular rate of pay shall be determined by dividing his annual salary by 2,080 hours.
- E. There shall be no pyramiding or duplication of overtime pay.

16.5 Premium Pay.

- A. Time and one-half (1 ½) the employee's straight time regular rate of pay shall be paid for all hours actually worked on an employee's "pass day" immediately preceding or immediately following his vacation period.

- B. An employee's straight time regular rate of pay shall be determined by dividing his annual salary by 2,080 hours.
- C. There shall be no pyramiding or duplication of premium pay.

16.6 Call-In Pay.

- A. A full time employee who is called into work or is required to appear in court outside his normal shift shall be paid a minimum of two (2) hours' pay at time and one-half (1 ½) the employee's straight time regular rate of pay.
- B. If the duration of such a call-in exceeds two (2) hours, the employee shall be paid at his straight time regular rate of pay for the required additional time and all such time shall count as hours actually worked for purposes of determining eligibility for overtime pay.
- C. The provisions of this Section shall not apply to extension of shift or to periods of time when an employee is on layoff status.

16.7 Longevity Benefit.

- A. Longevity benefits shall be determined on October 1st of each year.
- B. All full time employees who are actively employed on their anniversary date of hire each year and who have completed a minimum of five (5) years full time employment with the Employer shall receive longevity benefits in accordance with the following schedule:

<u>Years of Full Time Service</u>	<u>Benefit Amount</u>
5	\$125
6	\$150
7	\$175
8	\$200
9	\$225
10	\$250

11	\$275
12	\$300
13	\$325
14	\$350
15	\$375
16	\$400
17	\$425
18	\$450
19	\$475
20 or more	\$500

C. Longevity Payments.

- (1) Longevity benefits shall be paid to eligible employees in a separate pay check on the Employer's first payroll period following the employee's anniversary date of hire each year.
- (2) If an eligible employee terminates his employment, other than a discharge for just cause, and six (6) months or longer has passed since his last longevity payment he shall be given his longevity payment on a pro-rata basis to the date of his termination.

D. Longevity Retention. Employees on leaves of absence or layoff, including disciplinary layoffs greater than thirty (30) workdays in duration, shall retain all time earned toward the payment of longevity benefits but shall not accrue any additional time or receive longevity payments during such leave of absence.

ARTICLE XVII
PENSION

17.1 Retirement Plan.

A. The John Hancock Mutual Life Insurance Co., Plan No. 925 GAC, shall be mandatory for all employees in the bargaining unit.

- (1) Employees shall contribute to the plan in accordance with three (3%) percent of the first four thousand eight hundred dollars (\$4,800) of earnings as defined in Section (4)(b) below and five (5%) percent thereafter.
- (2) (a) The normal retirement age shall be fifty-five (55) years of age with twenty (20) years of service.

- (b) Provide second tier age and service for those employees hired before January 1, 1993 of age 50 with 25 years of service. Employees hired on or after January 1, 1993 subject to age 50/25 years of service only.
- (3) (a) All employees will receive one-half ($\frac{1}{2}$) of their past service credit.
- (b) Employees previously or currently in the Plan shall receive an additional year of service for each year they were in the Plan.
- (c) The County will fund one-half ($\frac{1}{2}$) of all the past years of actual service for each employee. Employees who have contributed to the pension plan shall retain all years of service credit purchased and shall also receive one-half ($\frac{1}{2}$) of all past years of service.
- (d) Military Service.
- (i) On or after January 1, 1994, an employee may at any time prior to retirement, "buy back" up to four years of Military Service Credit, which he/she earned during an active tour of duty with the Armed Forces of the United States, regardless of when served.
- (ii) The contributions due for Military Service Credit will be based upon the annual compensation the employee received during his/her first year of employment with Branch County, plus accrued interest.
- (iii) Military service years bought shall be used for computing a retiree's service credit and monthly pension benefit but shall not be used to fulfill the age and service requirement.
- (4) (a) Pension Multiplier. The pension multiplier will be two and one-quarter (2.25%) percent of average annual compensation for all years of allowable service.
- (b) Definition of Compensation. "Compensation" shall mean wages and other special compensation from the Employer for services rendered, inclusive of all overtime pay.

- (5) The John Hancock Mutual Life Insurance Co. plan above shall be frozen effective April 1, 2004 for all employees as of that date.
- B. MERS Plan. Effective April 1, 2004, the pension plan shall be the MERS B-4 (FAC5).
- (1) Vesting Requirements.
 - (a) Six (6) year vesting requirement for employees who were employed on date of ratification of contract (January 7, 2004).
 - (b) Ten (10) year vesting requirement for employees hired after the date of ratification of the contract (January 7, 2004).
 - (c) The Employer agrees to adopt 1961 PA 88 for credit for vesting and eligibility requirements.
 - (2) Age and Service Requirements.
 - (a) Sixty (60) years of age with ten (10) years of service.
 - (b) Fifty (50) years of age with twenty-five (25) years of service.
 - (3)
 - (a) Employees with less than thirty (30) months of service on the effective date of the MERS plan will be permitted to buy service time at their own expense.
 - (b) Those employees with less than thirty (30) months of service on the effective date of the MERS plan shall have their employee contributions to the John Hancock plan refunded.
 - (4) Mandatory Contributions.
 - (a) The Employer shall contribute the first eight (8%) percent of compensation cost.
 - (b) In the event the cost of the plan exceeds eight percent (8%) of compensation, the employee shall contribute up to the next three percent (3%) of the cost which exceeds eight percent (8%) of compensation.

- (c) In the event the cost of the plan exceeds eleven percent (11%) of compensation, the Employer shall contribute up to the next two percent (2%) of the cost which exceeds eleven percent (11%) of compensation up to a maximum aggregate cap for the Employer's total cost of ten percent (10%) of compensation. The Employer's obligation is limited to a total of ten percent (10%) of compensation.
 - (d) In the event the cost of the plan exceeds thirteen percent (13%) of compensation, the employee shall contribute the total cost which exceeds the Employer's maximum obligation of ten percent (10%) of compensation.
- C. Future Negotiations Following 12/18/03. The Union agrees that it will not negotiate or submit a demand to bargain on the issue of the Employer's maximum contribution to the cost of the plan before January 1, 2015.

17.2 Retiree Hospitalization Insurance.

- A. Employees who retire pursuant to the Employer's Retirement Plan after the execution date of this Agreement shall be eligible to continue group hospitalization insurance coverage under a plan providing such benefits for employees who are covered by this Agreement, if any, as those benefits may be changed from time to time by the parties, with the exception of the prescription drug rider which is available to retired employees only to the extent it does not otherwise increase the Employer's cost or present additional cost. Such group plan participation shall terminate at medicare age eligibility. At that time the retiree may purchase medicare supplements if available.
- B.
 - (1) The Employer shall contribute on a monthly basis four dollars (\$4.00) for each year of an employee's credited service toward the retiree's out of pocket cost for hospitalization insurance premium-
 - (2) The monthly reimbursement called for by this Section shall not exceed one hundred dollars (\$100.00).
- C.
 - (1) To be eligible for the benefit set forth in this Section, an employee must have been employed by the Employer in a position covered by this Agreement for a period of not less than twenty-five (25) years and be age fifty (50) or greater or be eligible for a disability retirement benefit under the Employer's Retirement Plan.

- (2) Retirees who are unable to participate in the benefits of this Section shall be permitted to purchase health insurance at group rates through the County provided it is available from the carrier and there is no additional cost to the County by such practice.
- D. If third party financed insurance is available to the retired employee through his or her spouse or other post-employment, such insurance must be used before the retired employee will be eligible for any premium reimbursement the Employer under this Section.
- E. The Employer's reimbursement obligation under this Section shall terminate and benefits set forth in this Section shall cease when the retired employee attains age sixty-five (65).

ARTICLE XVIII
INSURANCE

18.1 Medical Insurance.

- A. Effective June 1, 2006, the full time employees will participate in the County's Health, Dental and Vision plans on the identical terms as all other members of the plan including elected and appointed officials.
- B. The basic plan for 2006 shall be the Blue Cross/Blue Shield Community Blue PPO Plan 1 with \$100/\$200 deductibles and prescription drug coverage, with \$10.00 generic/\$40.00 brand name co-pay riders with \$20.00 office visit co-pay and \$20.00 chiropractic office visit co-pay.
 - (1) There shall be no liability whatsoever on the part of the Employer for any insurance premium payment for an employee or employees who are on layoff or leave of absence (other than sick leave) beyond the month in which such leave of absence or layoff commences.
 - (2) If an employee is granted sick leave, the Employer agrees to continue its applicable insurance contribution for a period of no more than one (1) month, not counting the month in which such sick leave commenced.
 - (3) The Employer shall have no obligation to pay additional premiums on an employee's behalf if the employee may be covered by an addition to coverage already afforded to the employee's spouse or other family member by the employer.

- C. Effective June 1, 2006, employee cost sharing on monthly premiums for 2006 shall be as follows:

\$61.71	Full Family
\$52.19	Two Person
\$23.50	Single Subscriber

- D. Provided that it is permitted by the Employer's insurance carrier, employees who wish to participate in the traditional Blue Cross/Blue Shield plan shall pay the difference between the cost of premiums for that plan and the Employer's cost for Community Blue PPO 1 premiums by payroll withholding.
- E. Employees shall have the option of participating in a higher-cost health plan and benefits including orthodontia if available from the carrier by paying the differential between the base plan premium and the premium cost of the higher-cost plan.
- F. Part time employees participate on same terms as other part time Plan participants.
- G. The employees who do not participate in health insurance shall receive cash in lieu of on the same basis and on the same terms as participants in the County Plan.
- H. The Employer has the discretion to change plans, carriers, benefits, self-insure all or part and to use third party administrators so long as all participants in the County's plan are treated identically including elected and appointed officials.
- I. Employees who are layed off or on leave of absence are subject to continuation of Employer paid insurance through the end of the month in which the date of leave/lay-off commenced.
- J. The above references to identical services, plans, co-pays, deductibles, cost-share, etc. do not apply to Act 312 Awards in Act 312 eligible units or court units.
- K. Employees' cost sharing shall be by payroll withholding amortized over all paychecks if technologically feasible.

18.2 Term Life Insurance. During the term of this Agreement, the Employer will provide a term life insurance policy in the face amount of fifteen thousand dollars

(\$15,000.00) and ten thousand dollars (\$10,000.00) accidental death and dismemberment for each eligible, insurable full time employee occupying a job classification covered by this Agreement who has completed six (6) months of employment with the Sheriff's Department.

18.3 Workers' Compensation Benefits.

- A. In addition to receiving Workers' Compensation benefits pursuant to State statute, a full time employee who has completed six (6) months of employment with the Sheriff's Department and who is on worker's compensation leave will receive the following payments:
- (1) During the first (1st) week of such leave, the employee will be paid one hundred percent (100%) of his current salary;
 - (2) For a period of twenty (20) weeks commencing after the first (1st) week of such leave, the Employer will make a payment to the employee to supplement his statutory wage loss benefit, up to a total benefit to the employee of eighty percent (80%) of his gross regular weekly pay;
 - (3) Following the twenty (20) weeks of supplemental payments by the Employer, an employee may utilize the amount of vacation benefits sufficient to allow him, when combined with statutory wage loss benefits to maintain eighty percent (80%) of his gross pay;
 - (4) Once accrued vacation time has been exhausted, the employee may utilize the amount of accumulated sick leave sufficient to allow him, when combined with his statutory wage loss benefit to maintain eighty percent (80%) of his gross pay;
 - (5) When accrued vacation and sick leave benefits have been exhausted, the employee will receive only his statutory benefit, if any.
- B. Employees on Workers' Compensation leave will **not** continue to accrue paid sick leave.
- C. (1) The Employer will continue full family hospitalization coverage for full time employees on Workers' Compensation leave for a period of six (6) months after the leave commences.
- (2) Thereafter, the Employer will pay for individual employee coverage while an employee is receiving supplemental payments under items (3) or (4) of subsection A of this Section for a maximum of an

additional eighteen (18) months and the employee will pay for the family portion of such insurance coverage.

- (3) If permitted by the insurance carrier, the Employer agrees to allow the employee to participate as a member of the Employer's group hospitalization coverage for a period of two (2) years following the time all Employer insurance payments on behalf of the employee have ceased.

18.4 False Arrest Insurance. The Employer shall, during the term of this Agreement, continue in effect its present program of false arrest insurance on the same terms and conditions that existed prior to the execution of this Agreement.

18.5 Sickness and Accident Insurance.

- A. (1) The Employer shall obtain and pay the required premiums for a sickness and accident insurance program covering full time employees with one (1) or more years seniority and who occupy a classification covered by this Agreement.

- (2) This insurance program shall provide only weekly indemnity payments.

B. Weekly Indemnity Payment.

- (1) Full time employees who become totally disabled and prevented from working for remuneration or profit and who are otherwise eligible shall receive from the Employer's insurance carrier weekly indemnity benefits consisting of seventy percent (70%) of the employee's gross regular weekly wage rate up to a maximum benefit of two hundred fifty dollars (\$250.00) weekly with an increase to three hundred dollars (\$300.00) effective June 1, 2006.

- (2) This benefit shall be payable from:

- (a) the first (1st) day of disability due to accidental bodily injury or hospitalization, or

- (b) from the sixty-first (61st) day of disability due to sickness, for a period not exceeding twenty-six (26) weeks for any one (1) period of disability.

- (3) Employees are not eligible for this benefit for any disability for which they may be entitled to compensation paid under the Social

Security Act, the Workers' Compensation Act or a disability retirement plan.

- (4) Further, any payments made under a salary continuation plan, such as paid sick leave, provided for in this Agreement shall be reduced by the amount of benefits received pursuant to this Section.

18.6 Dental Insurance.

- A. The Employer will pay the required premiums under the Employer's Blue Cross/Blue Shield dental program for each full time employee occupying a job classification covered by this Agreement who has completed one (1) month employment with the Sheriff's Department, provided the employee is eligible and insurable under this policy.
- B. This program shall include Class I, Class II and Class III benefits, including riders CR-50-50-50, rider MBL 800, and dependent coverage.
- C. No orthodontia coverage is included, but employee may purchase as an option if allowed by the carrier.

18.7 Selection of Insurance Carriers. The Employer reserves the right to select or change any or all of the insurance carriers providing the benefits stated in Section 18.1 through Section 18.6 or to be a self-insurer, either partially or wholly, with respect to any such benefits, provided the level of such benefits remains substantially the same.

ARTICLE XIX
HOLIDAYS

19.1 Holiday Pay. All full time employees who have completed six (6) months of employment with the Sheriff's Department shall receive eight (8) hours pay at their regular straight time rate of pay, exclusive of all premiums, for each of the following recognized holidays:

New Year's Day	Veteran's Day
Washington's Birthday	Columbus Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	December 24 (½ day; 4 hours pay)
Lincoln's Birthday	December 31 (½ day; 4 hours pay)
General Election Day	Good Friday (3 hours pay)
(Even numbered years)	

19.2 Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- A. The employee must work his hours on his last regularly scheduled day before and his first regularly scheduled day after the holiday;
- B. The employee must not be on leave of absence;
- C. The employee must not be on layoff which began more than seven (7) calendar days prior to the holiday;
- D. The employee must not be suspended for disciplinary reasons provided, however, if such suspension is reversed by an arbitrator the employee will receive the applicable holiday pay;
- E. An employee who is scheduled to work on a holiday but fails to report for work unless otherwise excused shall not be entitled to holiday pay;
- F. Holidays falling within an employee's vacation period shall be paid but no additional time off shall be granted.

19.3 Payment of Holiday Pay.

- A. Employees eligible for holiday pay shall receive their holiday pay payment in a separate paycheck with the first (1st) payroll payment in January of each year.
- B. The holiday pay payment shall cover those holidays to which the employee was entitled and otherwise eligible during the preceding calendar year.

19.4 Payment on Separation. Full time employees who leave the employ of the Employer prior to the payment date set forth in Section 19.3 shall be paid for those holidays for which they were eligible during the period from January of the calendar year of their termination to the date of their leaving.

19.5 Worked Holidays. Employees eligible for holiday pay who work on the holidays recognized under this Agreement shall receive their straight time regular rate of pay for all hours actually worked, plus holiday pay if applicable.

ARTICLE XX
VACATIONS

20.1 Vacation Period.

- A. All full time employees with the required service on their anniversary date of hire of each year and who shall have worked during the period establishing his or her vacation eligibility as set forth below shall be granted a vacation with pay in accordance with the following schedule, provided they have worked the requisite and qualifying number of hours as set forth below in this Agreement:

<u>Service Required</u>	<u>Accrual Per Pay Period</u>	<u>Time Off</u>
0 thru 1st Year of Service	1.54 hours	40 hours
1 st thru 2 nd Year Anniversary	3.08 hours	80 hours
2 nd thru 6 th Year Anniversary	3.38 hours	88 hours
6 th thru 7 th Year Anniversary	3.69 hours	96 hours
7 th thru 8 th Year Anniversary	4.00 hours	104 hours
8 th thru 9 th Year Anniversary	4.31 hours	112 hours
9 th thru 14 th Year Anniversary	4.62 hours	120 hours
14 th thru 15 th Year Anniversary or more	6.15 hours	160 hours

- B. Vacation Accrual. Vacation shall convert to an accrual of hours per pay period effective January 1, 2004. At that time, vacation leave accrued from the employee's anniversary date in 2003 through December 31, 2003, will be credited to the employee's accrued leave balance.
- C. Employees may accrue vacation leave up to a maximum of 240 hours. Once an employee has accrued the maximum, no additional vacation leave will be accrued until the employee has used vacation leave to reduce his/her total below the maximum.
- D. During transition it is understood that some employees' balances may exceed the 240 hour maximum. They will have until December 31, 2004, to use vacation time credited on their anniversary date in 2003 without losing any hours that may exceed 240. As of January 1, 2005, the 240 hour maximum shall be in effect.
- E. Vacation time shall not accrue, continue or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement.

20.2 Vacation Eligibility.

- A. In order to be eligible for full vacation benefits, an employee must have worked for the Employer during the twelve (12) month period immediately preceding his anniversary date of hire a total of at least seventeen hundred (1,700) straight time hours.
- B. Should any employee fail to qualify for a full vacation benefit (according to his length of service) solely because of the requirement as to hours, he shall receive a percentage of his vacation with pay, computed to the nearest full percentage, based upon the ratio of his hours, provided he works a minimum of five hundred ten (510) hours.

20.3 Vacation Scheduling.

- A. Subject to the operational needs of the Department as determined by the Sheriff, one (1) employee per shift per classification will be allowed to be on vacation leave at any time.
 - (1) Vacation leaves will be limited to five (5) working days during the period from Memorial Day through Labor Day of each year.
 - (2) No vacation time off for any employee shall be allowed during Fair Week of each year.
 - (3) Vacation leaves may be denied or canceled by the Sheriff if there is a Departmental emergency requiring such action.
- B. Vacation schedules shall be posted April 1st of each year and shall remain posted through April 20th.
 - (1) Employees desiring a vacation shall indicate on the posting their preferred leave periods.
 - (2) Conflicts in vacation requests shall be resolved by giving preference to the employee with the greatest bargaining unit seniority.
 - (3) Vacation leaves of less than five (5) working days shall not be allowed unless specifically authorized by the Sheriff.
 - (4) The vacation schedule shall be put into effect the first (1st) Monday following May 1st of each year.

20.4 Vacation Basis. Vacation pay will be computed at the straight time hourly rate, exclusive of all premiums, an employee is earning at the time he takes his vacation leave.

20.5 Work During Vacation. In the proper circumstances, an employee may be permitted work during his vacation period if permission is granted by the Sheriff; if such permission is granted, the employee will be paid his straight time hourly rate for all hours actually worked in addition to his applicable vacation pay.

20.6 Benefit on Termination. Employees who leave the employ of the Employer prior to their anniversary date of hire of any year will be eligible for a pro-rated vacation benefit in accordance with the formula set forth in Section 20.2 based upon the number of hours worked from his preceding anniversary date of hire to the date of his termination, provided he has worked a minimum of five hundred and ten (510) hours and provided further he has not been discharged for just cause.

ARTICLE XXI **LEAVES OF ABSENCE**

21.1 Procedure for Requesting Leaves.

- A. Requests for a leave of absence must be submitted in writing by the employee to his immediate supervisor at least ten (10) days in advance of the date the leave is to commence, except in emergency situations.
 - (1) Request for an extension of a leave of absence must be submitted in writing to the Employer at least ten (10) days in advance of the expiration date of the original leave, stating the reason for the extension request and the exact revised date that the employee is expected to return to work.
- B. The request for the leave of absence shall state the reasons for the leave and the exact dates on which the leave is to begin and end.
- C. Authorization or denial, together with the reasons for the denial, of a leave of absence shall be furnished to the employee in writing by the Employer three (3) days in advance of the date upon which the leave of absence commences or was to have commenced.
 - (1) Authorization or denial of the extension shall be furnished in writing to the employee by the Employer.

21.2 Purpose of Leaves.

- A. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves.
- B. There shall be no duplication or pyramiding of leave benefits or types of absence.
- C. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer.
 - (1) Acceptance of employment or working for another employer without prior approval while on leave of absence shall result in immediate termination of employment with the Employer.
- D. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the leave section involved.

21.3 Benefit Accumulation. Benefits such as insurance, vacation and sick leave shall not accrue, continue, or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement.

21.4 Personal Leave Without Pay.

- A. Full time employees with at least one (1) year's seniority may be granted up to six (6) month's leave of absence without pay.
- B. A six (6) month extension of the leave of absence may be granted at the option of the Sheriff.

21.5 Personal Days.

- A. Full time non-probationary employees covered by this Agreement shall be allowed a maximum of two (2) personal days leaves of absence with pay each calendar year. For accrual purposes, one (1) day is equal to eight (8) hours.
- B. Such employees may also convert one (1) sick leave day each calendar year into an additional third (3rd) personal day, provided they have an accumulated sick leave "bank" of eight (8) or more hours from which such time off with pay shall be deducted.
- C. All requests for a personal day leave of absence must be made seventy-two (72) hours in advance of the date requested unless waived at the sole discretion of the Sheriff or his designee.

- D. The number of personal days to be taken at any one time shall be determined by the Sheriff or his designee in his sole discretion.
- E. A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Department.

21.6 Funeral Leave.

- A. A full time employee shall be granted up to four (4) consecutive days leave to attend the funeral for a death which occurs in the employee's immediate family.
 - (1) "Immediate Family" shall mean: the employee's spouse, children, mother, father, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandchildren, grandparents and grandparents-in-law.
- B. An additional two (2) consecutive days leave shall be granted if a member of the "immediate family" involved lives more than 300 miles from the employee's residence.
 - (1) Such additional leave shall be without pay unless the employee elects to deduct such time from his accumulated sick leave.
- C. An employee may use up to four (4) consecutive days leave to attend the funeral for the death of a Step Parent or Step Child to be used from accrued sick leave and to be used between the date of death and date of funeral.
- D. An employee who loses work from his regularly scheduled hours shall receive his regular rate for such lost time for the funeral leave up to the maximum days set out above.

21.7 Military Leave.

- A. Any employee who enters active military service of the Armed Forces of the United States, National Guard, or Reserve shall receive a leave of absence without pay for the period of such duty.
- B. Application for military 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, no less than two (2) weeks prior to the employee's scheduled departure.

- C. An employee returning from military service shall be reemployed in accordance with the applicable Federal and State statutes regarding reemployment upon termination of military service and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements established under this Agreement.

21.8 Paid Sick Leave. Employees shall earn and be granted sick leave with pay under the following conditions and qualifications:

- A. Upon completion of six (6) months employment with the Sheriff's Department each full time employee shall be credited with six (6) days of sick leave and will thereafter accumulate additional sick leave at the rate of one (1) day for each full month of employment, exclusive of leaves of absence unless otherwise specifically provided to the contrary, up to a maximum of twelve (12) days per calendar year.
 - (1) Unused paid sick leave credits may accumulate up to a total of one hundred (100) days.
 - (2) Sick leave shall not accrue, continue or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement.
 - (3) For accrual purposes, one (1) day is equal to eight (8) hours.
- B. One (1) day of sick leave credits shall equal eight (8) hours at the employee's regular hourly rate of pay when he takes his sick leave.
 - (1) Sick leave benefits may not be taken in units of less than one-half ($\frac{1}{2}$) day.
- C.
 - (1) An employee may utilize his sick leave allowance pursuant to the Department's established procedures when he is incapacitated for the safe performance of his duties due to illness or injury.
 - (2) Employee may utilize up to three (3) days per year for immediate family residing in the employee's household and the employee's parents.
- D. Employees shall furnish satisfactory evidence of illness whenever sick leave exceeds three (3) working days.
- E. Departmental policy shall require submission of a doctor's excuse after four (4) absences in a calendar year.

- F. The Sheriff may require as a condition of any sick leave, regardless of duration, a medical certificate setting forth reasons for the sick leave when the health or safety of personnel may be affected or when an employee is abusing sick leave benefits.
- G. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including dismissal.
- H. Sick leave is a benefit for employees to be used in cases of illness.
- I. Sick leave is not a benefit to be converted to wages, except as provided in this subsection (I) Section 21.8 or as provided in Section 18.3.
 - (1) Upon termination of an employee, except discharge for just cause or termination during the employee's probationary period, accumulated sick leave credits shall be paid to the employee or, if deceased, to his estate at fifty percent (50%) of allowed accrual.
 - (2) Discharge for just cause or termination during an employee's probationary period shall result in forfeiture of all accumulated credits.
- J. After an employee has exhausted his paid sick leave benefits, then such leave shall be without accumulation of any additional paid sick leave.
- K. Any violation of the provisions of this Section shall be just cause for discipline, including discharge.

ARTICLE XXII
UNIFORMS AND EQUIPMENT

22.1 Provision Of Uniforms and Equipment.

- A. (1) The Employer shall, at its own expense, provide each employee with necessary uniform clothing and equipment.
- (2) Such uniforms and equipment shall remain the property of the Employer.
- (3) Maintenance of Uniforms. The Employer shall pay the costs of dry cleaning uniforms pursuant to rules and regulations established by the Sheriff.

- B. (1) Each employee shall take proper care to protect uniforms and equipment and shall return such property to the Employer upon reasonable request.
- (2) The Detective Sergeant shall receive a clothing allowance of four hundred dollars (\$400.00) each year on his anniversary date of hire in lieu of the Employer providing any uniform clothing or dry cleaning.
- C. Protective Vests.
 - (1) The Employer shall purchase new Second Chance vests for all employees included within the bargaining unit who are required to carry a firearm in the ordinary course of their employment.
 - (2) All such employees shall be required to wear the protective vests while performing their work duties for the Employer.
 - (3) Employees shall return their old vests to the Employer.
- D. Personal Vehicles. An employee who uses his personal vehicle commuting to training courses or on authorized County business shall be paid travel expenses at the current IRS rate per mile or such higher amount as may be established from time to time by the Branch County Board of Commissioners.

ARTICLE XXIII **MISCELLANEOUS**

23.1 Bulletin Board. The Employer shall provide bulletin board space for the posting of Union notices, provided, however, the Employer shall have the right to police the bulletin board for offensive material.

23.2 Captions. The captions used in each Section of this Agreement are for purposes of identification only and are not a substantive part of this Agreement.

23.3 Gender. The masculine pronoun wherever used in this Agreement shall include the feminine pronoun, and the singular pronoun the plural, unless the context clearly requires otherwise.

23.4 Separability. In the event any sentence, clause, or phrase of this Collective Bargaining Agreement shall be held by a court of competent jurisdiction for any reason to be inoperative, void, or invalid, the remaining portions of this Agreement shall not be affected thereby.

23.5 Credit Union. Upon written authorization by an employee, payroll deductions shall be made for the credit union.

ARTICLE XXIV
EFFECT OF AGREEMENT

24.1 Waiver Clause.

- A. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, whether collective or individual in nature oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration or any action brought under this Agreement.
- B. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXV
TERMINATION

25.1 Duration.

- A. This Agreement shall cover the period from January 1, 2006, through December 31, 2008, at 11:59 p.m., and thereafter for successive periods of sixty (60) days, unless either party shall, on or before the sixtieth (60th) day prior to expiration or subsequent sixty (60) day period, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement.

- B. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date or subsequent sixty (60) day period, whichever is the case, and in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

**COMMAND OFFICERS
ASSOCIATION OF MICHIGAN**

**BRANCH COUNTY
BOARD OF COMMISSIONERS**

Wayne Beerbower, Business Agent, Date

Chairman of the County
Board of Commissioners

Date

**BRANCH COUNTY COMMAND
OFFICERS ASSOCIATION**

Finance Committee

, President

Personnel Committee

Date

Sheriff of Branch County

County Administrator

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