

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**COUNTY OF HILLSDALE**

**and**

**HILLSDALE COUNTY SHERIFF  
and the  
POLICE OFFICERS LABOR COUNCIL**

**January 1, 2007 - December 31, 2010**

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## AGREEMENT

THIS AGREEMENT, made and entered into the date appearing on the signatory page but effective as of January 1, 2007 by and between the County of Hillsdale and the Hillsdale County Sheriff, (herein referred to as the "County") and the Police Officers Labor Council (herein referred to as the "Union").

### PURPOSE

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

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

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

### ARTICLE I - RECOGNITION

Section 1. The County, the public employer under the Public Employment Relations Act, herein referred to as the Act, hereby recognizes the Police Officers Labor Council, herein referred to as the Union, as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for the term of this Agreement, for all full-time and part-time employees in the bargaining unit described below:

Deputy Sheriffs, corrections officers, radio dispatchers, and Sheriff's Department employees assigned to animal control, Excluded from the bargaining unit are the Sheriff, Undersheriff, clerical employees, maintenance employees, and employees excluded by the Act.

Section 2. Part-time employees (including marine patrol) will not be included in the bargaining unit but will be subject to the following conditions and restrictions:

- A. Part-time employees are on-call, at-will employees and work at the discretion of the Sheriff;
- B. Part-time employees will be paid the minimum starting wage for the classification in which they are working, and the Union will represent them along with full-time employees as to what this starting rate will be;
- C. Part-time employees will not work more than sixty-eight (68) hours per calendar month;
- D. Benefits such as, but not limited to, vacation time, sick time, holiday pay, and retirement credit are not applicable to part-time employees unless such benefit is specifically made applicable to part-time employees by another section of this Agreement;
- E. Part-time employees will not acquire seniority;
- F. Should a part-time employee be hired full-time his/her probation period and seniority shall be determined as that of a new hire;
- G. The Sheriff agrees part-time employees will continue to be used in the same manner (vacation, personal days, seasonal, illness in excess of three days, comp days) as they are now utilized and this change in Contract language (effective January 1, 2001) will not cause part-time employees to be used in such a way to cause an adverse effect on members of the bargaining unit. Part-time employees shall have no rights under this Agreement.

Section 3. The rules and regulations set forth the duties of the bargaining unit employees and such duties may be added to by the Sheriff but shall not be restricted or subtracted from during the term of this Agreement.

Section 4. Definition. A Sheriff's Reserve is a volunteer officer who is not certified by MCOLES and does not meet the standards of Public Act 203 of 1965, who is volunteering his/her service to the Hillsdale County Sheriff's Department.

Guidelines:

- A. All applicants for the position of Sheriff's Reserve shall have a background investigation conducted by the Sheriff or his/her designee prior to his/her being sworn in as a reserve, The applicant shall have no prior felony convictions in order to qualify.
- B. Hours. Sheriff's Reserves may work any shift with the approval of the Sheriff.

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

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

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

- C. Seniority. Reserve officers will not obtain any seniority for any purpose.

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

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

## ARTICLE II - UNION SECURITY

Section 1. Agency Shop. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to pay an amount equal to the monthly Union dues to the local Union for the services and administration of the Contract for the duration of this Agreement.

Employees covered by this Agreement who are not members of the Union at the time they are hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement, shall be required, within thirty (30) days of the date of hire, as a condition of continued employment, to pay an amount equal to the monthly Union dues to the local Union for the service and administration of this Contract for the duration of this Agreement.

An employee who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership, shall be a member of the Union and shall be deemed to meet the conditions of this section.

Section 2. Termination for Delinquency for Paying Dues. Employees shall be deemed to be members of the Union or Agency within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service charge. No employee shall be terminated under Section 2 of this article unless:

- A. The Union first has notified the employee by registered letter that he is delinquent in not tendering either periodic and uniformly required Union dues or the service charge in an amount equivalent to periodic and uniformly require Union dues, and specifying the sixty (60) day delinquency, and warning him/her that unless such dues or service charge is tendered within thirty (30) calendar days, he/she will be reported to the County for termination as provided in this Article, and
- B. The Union has furnished the County with written proof that the procedure of Section 2.1. of this article has been followed or has supplied the County with a copy of the letter sent

to the employee and notice that he/she has not complied with the request. The Union must specify further, when requesting the County to terminate the employee, the following by written notice: "The Union certifies that (     Name     ) has failed to tender dues or service fee as required by the collective bargaining agreement and under the terms of this Agreement the employee should be terminated by the County."

The Union shall indemnify and save the County harmless against any claims, demands, suits or other forms of liability arising out of this section.

Section 3. Payment by Checkoff. During the life of this Agreement and in accordance with the terms of the Form of Authorization of Payroll Deduction of Dues or Service Charge, hereinafter set forth, the Employer agrees to deduct a uniform amount as Union membership dues or service charge as indicated on Dues Checkoff Card from the pay of each employee who executes or has executed the following authorization for payroll deduction form.

POLICE OFFICERS LABOR COUNCIL  
AUTHORIZATION FOR PAYROLL DEDUCTION

POLICE OFFICERS LABOR COUNCIL  
DUES CHECKOFF CARD  
667 E. Big Beaver, Suite 205, Troy, MI 48083

I hereby request and authorize to be deducted from my wages hereafter earned while in your employ, a labor representation fee per month. If any additional deductions are to be made, it must be authorized by the President/Treasurer of duly elected representative of the bargaining unit.

The amount deducted for the labor fee shall be paid by the 10<sup>th</sup> of each month to the POLICE OFFICERS LABOR COUNCIL, Suite 205, 667 E. Big Beaver, Troy, MI 48083.

(Print) Last Name	First Name	Middle Initial	
Address	City	State	Zip
Social Security Number	SIGNATURE		Date

Section 4. When Deduction Begins. Checkoff deductions under a properly executed authorization for checkoff of dues or service charge forms shall become effective at the time the authorization is signed by the employee and shall be deducted from the last pay of the month and each month thereafter.

Section 5. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Union with a list for whom dues have to be deducted as soon as possible after the first day of the following month.

### **ARTICLE III - REPRESENTATION**

**Section 1.** The employees shall be represented by bargaining committee made up of not more than four employees, with one being the Chief Steward. This committee shall be selected in a manner determined by the employees and the Union. The Chief Steward shall act as chairman and the other committee members may act as stewards. Said committee may at their option have their business agent present during the time the committee is functioning. Reasonable arrangements will be made to allow committee members time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings during their working hours. Committee members shall have access to County premises for the purposes of investigating and adjusting any complaints therein by arranging with the County to visit such premises during regular working hours, but Union committee members shall not interfere with maintenance of discipline or the regular work being carried on. Committee members will be paid for time off their job during their working hours if they have properly reported off their job to investigate and process legitimate grievances or to attend County scheduled negotiations or grievance proceedings. The Union shall be permitted the use of County premises for Union meetings with proper notice to and with permission of the Sheriff.

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

**Section 3.** The Chief Steward shall be released from his work assignment, up to five (5) working days per year without loss of pay, to represent his Union after giving notice to the Sheriff.

### **ARTICLE IV - COUNTY RESPONSIBILITY**

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

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

## ARTICLE V - GRIEVANCE PROCEDURE

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

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

Step 2. If the immediate supervisor's answer is not satisfactory, the grievance may be referred by the steward to the Sheriff within ten (10) calendar days of the receipt of the immediate supervisor's answer. The Sheriff shall meet with the steward and the employee having the grievance, and answer the grievance within five (5) working days.

Step 3. If the Sheriff's answer is not satisfactory to the bargaining committee of the Union, the bargaining committee may submit an appeal within 10 days to the Hillsdale County Board of Commissioners. The appeal shall be heard at the next meeting of the Hillsdale County Board of Commissioners following receipt of the appeal by the Board. A decision shall be given within ten (10) working days following said hearing.

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

Step 4. In the event the parties are unable to settle the matter at Step 3 and the Union or the County wishes to carry the matter further, the parties agree to submit to arbitration under the provisions of the Rules and Regulations of the American Arbitration Association, In the event the parties fail to select an arbitrator by the method provided by the Association, it shall be empowered to appoint an arbitrator in accordance with its Rules and Regulations. The issues shall be specifically set forth by the party requesting arbitration and the arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this agreement or any amendments thereof or to specify the terms of this agreement or any amendments thereof or to specify the terms of a new agreement or to substitute his discretion for that of any of the parties hereto.

- (a) The request for arbitration shall be made within thirty (30) days from the time the answer was given in Step 3.



- (b) The decision of the arbitrator shall be final, conclusive and binding upon all employees, the County and the Union. The expenses and fees of the arbitrator shall be paid by the losing party. There shall be no appeal from an arbitrator's decision.

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

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

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

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

## **ARTICLE VI - DISCIPLINARY PROCEDURE**

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

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

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

Section 4. The employee shall have the right to review his personnel file at any reasonable time. The employee shall be furnished with a copy of any new entry and shall be given the opportunity

to initial or sign such entry prior to its introduction into his file. He shall also be given the opportunity to write a reply to the same which shall be kept in his personnel file.

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

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

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

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

## **ARTICLE VII - STRIKES, LOCKOUTS, RULES AND REGULATIONS**

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

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

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

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

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

## ARTICLE VIII - SENIORITY

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

- A. Deputies may be hired with road experience from outside of the bargaining unit if no employee has equal qualifications, training or ability.
- B. The principals of seniority shall be upheld at all times, provided that the person or persons who may benefit therefrom are qualified to perform the job.

Section 2.

- A. Probationary Employees. New employees hired into the Union after the date that the contract is ratified shall be considered probationary employees for the first (1) year of their employment.
- B. Probationary employees shall have the same rights and benefits under the Contract as non-probationary employees except: probationary employees cannot file a grievance for discharge, are not eligible for paid hospitalization by the Employer until completion of 30 calendar days from date of employment, and are not eligible for holiday pay until completion of 60 calendar days of employment.
- C. When an employee finishes the probationary period and accumulates one year of employment, he shall be entered on the seniority list of the Union and shall rank for seniority from the day one year prior to the date he completed said probationary period. There shall be no seniority among probationary employees.
- D. Individuals hired to perform the duties of correction officer, dispatcher or animal control officer may be uncertified personnel and are not required to meet the standards of Act 203 of the Public Acts of 1965. All individuals hired as correction officer, dispatcher or animal control officer may be considered for promotion or transfer to road patrol upon becoming road certifiable. This section shall not preclude the hiring of a certified road deputy to fill the classification of road patrol.
- E. Employees, after they have received their initial training, shall be selected on a non-discriminatory basis for additional training at the Sheriff's discretion and shall be given equal opportunity for such training. It is the intent of the parties to encourage additional training of unit members.

Section 3. Seniority lists are to be prepared and maintained by the Sheriff's Department and such lists will show the names and job titles of all employees who are entitled to seniority on the date of this agreement. The Sheriff will keep the seniority list for his Department up to date at all times and will provide the Union with an up-to-date copy at least by the 15th of January and July of each year. The Union and the Employer are in agreement with the seniority lists initialed

contemporaneously with the execution of this agreement. In the event two or more people have the same seniority date and are equally qualified, they shall have their seniority determined on the basis of A to Z concept with the individual whose last name either begins with the letter A or whose last name is close to beginning with letter A to have the greatest seniority as between the individual or individuals who are otherwise deadlocked. It is agreed that layoff when necessary under the terms of this agreement shall be governed by this concept and call-back shall be in reverse order.

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

- A. He resigns. (When an employee expects to terminate employment with the County, the Sheriff shall be notified in writing by the employee at least two (2) weeks prior to his proposed termination date. The Sheriff shall not terminate such employee except for other cause prior to the end of the two (2) week period.)
- B. He is discharged for cause.
- C. He is absent for three consecutive working days without reasonable cause or without notifying the County. After such absence, the County will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

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

- D. If he does not return to work when recalled from layoff as set forth in the recall procedure.
- E. He voluntarily retires or reaches retirement age or is physically or mentally unfit to perform his duties.

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

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

Section 6. The recall procedure for employees will be the same as utilized in the event of layoff except the reverse procedure will apply in that senior employees will first be returned to work in their proper classification. Employees being recalled to classifications shall include employees

with more seniority who previously held the grade or classification which is the subject of recall even though not currently holding such classification.

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

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

- A. To be eligible for the position of the rank of Sergeant or above, the employee must have more than two years seniority, or equivalent experience may be considered for said period not to exceed two (2) years.
- B. In determining who shall be promoted or transferred, the following elements shall be considered and controlling:

- Employees length of seniority;
- Sufficient ability to perform the work;
- Results of any testing designed to measure capability; and
- Education and special training.

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

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

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

## ARTICLE IX - LEAVES OF ABSENCE

Section 1. Leaves of absence may be granted by the County for valid reasons, including illness and accident. A leave without pay up to 10 days in length may be granted by the Sheriff for other personal reasons such as court appearance, induction physical, Union representation or other

causes deemed appropriate by the County, without loss of seniority. These may be extended beyond this period if application is made prior to the expiration of the original leave if good cause is shown.

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

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

Section 3.

- A. Each full-time employee of the County shall with the commencement of this agreement be entitled to such sick leave as he has accumulated under the old contract as of June 30, 1981. Additionally, said employee shall be entitled to one workday with pay for each completed month of service after July 1, 1981 through the life of this contract. Employees who are part-time, seasonal or intermittent shall not be entitled to sick leave. On or before July 1, 1981, and on the 1<sup>st</sup> day of July of each year this contract is in force, a determination shall be made as to the number of accumulated sick days in accordance with the preceding language and on or before July 30, 1981, and on the 30<sup>th</sup> day of each succeeding July in which this contract is in force the following payments for sick leave shall be made: Sick days may accumulate as here in before described for either 24 or 36 days, at the option of the employee, which option shall be exercised by the employee on or before the 15th of July, 1981. This option once exercised shall apply for the balance of the contract period and the employee shall thereafter be paid on or about the 30th day of July any accumulated sick days over the 24 or 36 number which he opts to take at straight time.
- B. Any employee eligible for sick leave with pay may use said sick leave for absence due to the weather; otherwise they are to be docked. Employees who exhaust their sick leave may use any accrued vacation time to supplement it for additional time off with pay, if required.
- C. Unused sick leave shall accumulate up to 24 to 36 days pursuant to Section 3(a) hereof; upon an employee leaving the Department for any reason, said employee shall be paid for said unused sick leave at the rate of 100% provided, however, that he has been a covered employee under this agreement with the Department for two full years.

- D. Employees absent from work on legal holidays, vacations, disability arising from injuries sustained in the course of their employment, or on special leave of absence with pay, shall continue to accumulate sick leave at the regular prescribed rate during such absence as though they were employed, subject, however, to the maximum limitations herein provided.
- E. As soon as possible, prior to a shift, or when an employee first becomes able to notify the Sheriff, if eligible for sick leave with pay, he may use such sick leave for absence due to illness, injury, absence because of exposure to communicable contagious disease, to illness or death in the employee's immediate family, or for any other reason for which leaves are otherwise permissible without pay under Sections 5 and 7 hereof. An employee on sick leave shall inform his immediate superior of the fact and the reason therefore as soon as possible. Failure to do so within a reasonable period of time may be cause for denial of sick leave with pay for the period of absence provided, however, in the event that any employee shall be drawing worker's compensation, he shall not be entitled to receive any additional payments for sick leave during the period of time when such employee is being paid worker's compensation benefits, except as provided in subparagraph I below. Any payments received by the employee pertaining to a period where he is absent by reason of a compensated injury sustained in the course of employment shall not be charged to his accumulated sick leave.
- F. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in amounts not smaller than two (2) hours.
- G. Sick leave with pay in excess of three (3) consecutive working days for reasons of illness or injury shall be granted only after presentation of a written statement by a reputable physician certifying the employee's condition or other conditions which prevented him from performing the duties of his position. An employee may be required to establish illness or injury on any occasion when he used sick leave, if requested. In the event said request is for a period of time less than three (3) days, the Employer shall pay the physician's charges for said examination.
- H. An employee who is laid off from his position for reasons that are not discreditable to him, may if reappointed within twelve (12) months, have available for his necessary use any unused sick leave existing at the time of his layoff to the extent he has not received full pay thereof. If he receives an indefinite lay-off, he shall be entitled to one-half pay for accumulated sick days or vacation on a pro-rata basis to receive 100% of his net wages during said unemployment period.
- I. Any member injured in the line of duty who shall receive workers compensation benefits shall in addition thereto receive an amount of money from the County which when added to the worker's compensation benefits shall be equal to 100% of his average weekly wage based upon straight time. The amounts shall be due and payable for a period of up to one year unless the employee is directly or indirectly receiving remuneration from other

sources for which the County is financially responsible. The County shall continue to pay all fringe benefits for that employee during the period within which he is receiving worker's compensation up to one year. After this one year period of time, any accumulated sick leave or vacation time may be used to offset a reduction in pay.

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

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

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

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

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

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



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

## ARTICLE X - HOURS, OVERTIME AND WORKWEEK

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

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

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

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

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

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

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

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

## ARTICLE XI - HOLIDAYS

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

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

Section 3. To be entitled to holiday pay employees must have 60 days of employment after their hire date and must have been regularly working prior to and following the holiday or have been laid off or on sick leave during the work week in the week in which the holiday falls. Employees

who have accepted holiday work assignments and failed to report for work without cause acceptable to the County shall not receive pay for the holiday. Employees eligible for paid holidays who are required to work on a holiday will receive pay for each hour worked on such holiday in addition to his holiday pay.

## ARTICLE XII - VACATIONS

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

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

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

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

Section 4. The Sheriff will post a list of employees so that their preferences regarding vacations can be made all pursuant to Article XI, Section 1. The Sheriff will attempt to accommodate them according to their seniority with regard to operating requirements within the Department. In the event of conflict, seniority between the employees will control.

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

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

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

## ARTICLE XIII - WAGES

For work performed during the calendar year, employees will be paid at the following rates:

The wage scale for Road Deputies shall be as follows:

<u>YEAR</u>	<u>START</u>		<u>4 YEARS</u>	
2007	\$37,128.00	\$17.85	\$41,059.20	\$19.74
2008	\$37,960.00	\$18.25	\$41,974.40	\$20.18
2009	\$38,812.80	\$18.66	\$42,910.40	\$20.63
2010	\$39,686.40	\$19.08	\$43,867.20	\$21.09

The wages scale for Corrections Officers, Dispatchers, and Animal Control shall be as follows:

<u>YEAR</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
2007	\$13.67	\$14.39	\$15.07	\$16.41	\$17.86
	\$28,433.60	\$29,931.20	\$31,345.60	\$34,132.80	\$37,148.80
2008	\$13.98	\$14.71	\$15.41	\$16.78	\$18.26
	\$29,078.40	\$30,596.80	\$32,052.80	\$34,902.40	\$37,980.80
2009	\$14.29	\$15.04	\$15.76	\$17.16	\$18.67
	\$29,723.20	\$31,283.20	\$32,780.80	\$35,692.80	\$38,833.60
2010	\$14.61	\$15.38	\$16.11	\$17.55	\$19.09
	\$30,388.80	\$31,990.40	\$33,508.80	\$36,504.00	\$39,707.20

Section 1. The above years relate to the time and classification and not to seniority. However, an employee who bids from a lower classification of pay and receives an appointment to a higher classification shall start at the next highest wage schedule over what he or she is presently receiving in the lower classification. Deputies will retain their higher rate if assigned to a lower classification, except for disciplinary matters.

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

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

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

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

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

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

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

- 1 hat w/rain cap cover
- 1 winter hat
- 1 hat badge
- 1 Sheriff badge
- 1 complete Sam Brown set
- 3 ties
- 1 raincoat
- 1 tie clasp
- 1 set collar brass
- 1 set of body armor

The initial issue of footwear shall be furnished to all full time employees, but shall be limited to a \$100 expenditure. Body armor shall be replaced every three (3) years and shall be provided to all new employees. All uniforms and other equipment will be replaced as needed at the discretion of the Sheriff.

A cleaning allowance in the amount of \$450 annually shall be paid to each full-time employee. This cleaning allowance shall be paid in two equal installments commencing in January and each six months thereafter during the term of this contract.

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

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

Days Not Worked During Year

divided by 365                      X (times)                      \$300

Section 8. Employees returning from leaves of absence of less than six months shall continue the same salary schedule. When they have been on leave longer than six months, the period of time shall be deducted from their seniority and shall also be deducted from their vacation eligibility and continuous employment record. Employees returning from military leaves of absence who are reinstated to their positions previously held shall be entitled to receive compensation at the rate to which they would have been entitled had their service with the Sheriff Department continued even though they were with the Armed Forces if this is required by the Armed Services Act.

Section 9. Each deputy Sheriff who is certified shall carry on duty a Glock .40 semi-automatic weapon, with appropriate holster and pouch, which must be approved by the Sheriff, and shall be purchased by the employee at his/her expense. If the employee does not have a Glock .40 caliber weapon, he/she shall be issued one by the Department.

**ARTICLE XIV - INSURANCE AND PENSION BENEFITS**

Section 1. As soon as practicable after ratification of this Agreement by all parties, the County will offer the following health insurance plans. Employees wishing to be covered must select one (1) of the following options at times specified by the carrier:

- A. Blue Cross/Blue Shield Community Blue PPO Plan 1, with a \$10/\$40 drug rider; \$10 O.V.;
- B. Blue Cross/Blue Shield *Community Blue PPO Plan 3, P.O.S. 4*, with a \$10/\$40 drug rider; \$10 O.V.
- C. Blue Cross/Blue Shield Community Blue PPO Plan 10 with a \$10/\$40 drug rider; \$10 O.V.

The County will pay the full premium costs for the employee and his/her dependents if the employee selects Option *B* €, above.

Those employees electing options A or B, above, shall be responsible for paying \$50.00 per month (\$25.00 per pay period) for single coverage, \$60.00 per month (\$30.00 per pay period) for two-person coverage, and \$80.00 per month (\$40.00 per pay period) for family coverage. Effective January 1, 2009, this employee contribution shall increase to \$60.00 per month (\$30.00 per pay period) for single coverage, \$80.00 per month (\$40.00 per pay period) for two-person coverage, and \$100.00 per month (\$50.00 per pay period) for family coverage.

Those employees electing option C above, shall be responsible for paying \$25.00 per month (\$12.50 per pay period) for single coverage, \$30.00 per month (\$15.00 per pay period) for two-person coverage, and \$40.00 per month (\$20.00 per pay period) for family coverage. Effective January 1, 2009, this employee contribution shall increase to \$30.00 per month (\$15.00 per pay period) for single coverage, \$40.00 per month (\$20.00 per pay period) for two-person coverage, and \$50.00 per month (\$25.00 per pay period) for family coverage. ~~\$30.00 per pay month (\$15.00 per pay period) toward the cost of this benefit until December 31, 2004. Effective January 1, 2005, this employee contribution shall increase to \$50.00 per month (\$25.00 per pay period).~~

*Any employee electing option A or C above will have the option of receiving \$500.00 in a Flex Savings Account in lieu of the dental insurance coverage referenced in Section 6 below.*

In the event an employee is laid off, the insurance will be continued for one month following the month in which the layoff occurs. The word "dependents" shall be determined by definition issued by the insurance company provided, however, that in the event the spouse of the employee is entitled to coverage by reason of his or her own employment, only the single coverage will be available through the County. The County may, if they so desire, procure equivalent coverage through another carrier at their expense. The County will also continue the present dental and optical programs for the employees and their dependents.

Section 2. Any new employee who is eligible for the health insurance program (30 days after hire) or any existing employee who is eligible and enrolled in health insurance may elect to forego enrollment in or to opt out of said plan in which he/she is enrolled. Said employee shall have but one election to enroll in the insurance plan or forego enrollment in said plan and, if he/she foregoes enrollment or opts out of the plan, then he/she will be paid \$125.00 per month if he/she gives up single coverage or \$250.00 per month if he/she gives up two person or family coverage. Once said election has been made, a person cannot be re-enrolled in the insurance plan unless he/she has a change of circumstances or at the insurance open enrollment period and then only subject to the rules of the carrier.

Section 3. The County will continue for the duration of the contract to carry, for each full-time employee who is a member of the bargaining unit, group life and accident insurance in the same amounts as in the past with the same options and coverages including false arrest insurance.

Section 4. The County may elect to represent a member against whom a claim or a civil suit is brought for any act, action or omission, arising within the course of his regular employment and in the event the County does not elect to represent the member employee, it shall indemnify him

paying all costs of litigation, judgments, settlements entered into with the approval of the County, including court costs and attorney fees where it is determined by final court decision that the member was not civilly liable or was civilly liable for an unintentional tort arising within the scope of his employment even though said action may be dismissed. The County shall similarly pay attorney fees for the defense of an employee who is sued civilly for an intentional tort provided that the employee is awarded a judgment of no cause action. Finally, the County shall reimburse an employee who is called upon to defend a criminal action arising out of the course of his employment so long as the employee is found not guilty by a judge or jury after trial.

Section 5. A longevity provision shall be established hereunder and all benefits shall be determined on October 1 of each year. All full time employees who are employed on the October 1 determination date and who have completed a minimum of five years of full-time employment with the County shall receive longevity benefits in accordance with the following schedule:

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

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

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

Section 6. The County agrees to carry the existing Delta Dental Plan with a \$25 deductible provision or a plan that is comparable thereto for all full-time employees hereunder and their spouse and all dependent children.

#### **ARTICLE XV - RETIREMENT AND RETIREES HEALTH PAYMENT**

Section 1. Retirement Plan. The retirement plan is MERS Plan B-2, F-55/25. The County will pay seven percent (7%) towards the retirement. Effective January 1, 2001 the County will pay seven-and-a-quarter percent (7-¼ %) towards the plan. Effective January 1, 2002 the County will pay seven-and-one-half percent (7-½ %) towards the plan.



Section 2. Retirees Health Insurance. The Employer will pay one-half of the premiums for the employee retiree and his/her spouse. The insurance coverage will be that which is in effect at the time the employee retires. For purposes of this paragraph, a retiree shall be defined as an employee who has worked for the Sheriffs Department for 25 years, as determined by MERS. Said retiree shall be entitled to said insurance benefit upon reaching the age of fifty-five (55), even if said retiree had previously left the employment of the Sheriff's Department. Effective upon ratification of the 2004-2006 collective bargaining agreement by both parties, and for those retiring after such ratification, the insurance coverage provided to retirees and spouses of retirees will be the coverage provided to current employees, as amended or changed from time to time after the retirement of the retiree.

## ARTICLE XVI - GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

Section 9. This agreement shall become effective when executed and shall remain in full force and effect until the 31st day of December, 2010. It is further agreed that the agreement shall become open for negotiation 90 days prior to its termination date. Either party may terminate on the termination date by giving notice to the other within a 15-day period immediately following 90 days prior to the end of the agreement. In lieu of a termination notice, the notice may call for an amendment to the agreement and if such notice is given, the other party shall have an additional 10 days to designate whether it desires to terminate or amend the agreement. In the event amendment notices are given, all the provisions of this agreement shall remain in full force and effect until a settlement is reached on the proposed amendments. Provided, however, that either party may terminate this agreement during the period of negotiations subsequent to the above termination date by giving a 30-day notice of termination. Notices shall be given in writing and shall be sent to the Union addressed to their chairman of the bargaining committee at such place as he shall notify the County. Notice to the County is sufficient if given to the Labor Relations Committee of the Hillsdale County Board of Commissioners, Hillsdale County Courthouse, Hillsdale, Michigan 49242.

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



FOR THE EMPLOYER

HILLSDALE COUNTY BOARD  
OF COMMISSIONERS

Makene VanLeibing 12/20/07  
Chairperson Date

HILLSDALE COUNTY  
SHERIFF'S DEPARTMENT

Stanley W. Burchardt 12-17-07  
Sheriff Stanley Burchardt Date

FOR THE POLICE OFFICERS LABOR COUNCIL

Dep. John Gates 12/10/07  
President Dep. John Gates Date

Dep. [Signature] 12-11-07  
Bargaining Team Member Date

[Signature] 12/12/07  
Bargaining Team Member Date

[Signature] 12-19-07  
Business Representative Date

**Letter of Understanding between the County of Hillsdale and Hillsdale County  
Sheriff and the Police Officers Labor Council/Hillsdale County Sheriff Department  
Non-Supervisory Unit**

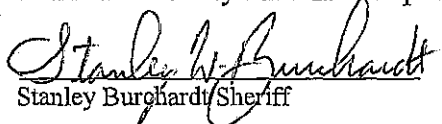
The above mentioned parties have agreed to the following changes to the current Collective Bargaining Agreement between the parties.

1. The parties agree to change Article XIV – Insurance and Pension Benefits, Section 1. (A), to reflect that the Blue Cross/Blue Shield Community Blue PPO Plan 1, PPO Plan 10 and PPO Plan 3 will be changed to the Community Blue PPO Plan 15.
2. The benefit level of the PPO Plan 15 will remain the same as the PPO Plan 1, PPO Plan 10 and PPO Plan 3.
3. The deductible and co-pay level will remain the same to the employees as what is described in the PPO Plan 1 with \$10 office visit co-pay and 10/40 prescription co-pay; PPO Plan 10 with \$10 office visit co-pay and 10/40 prescription co-pay; PPO Plan 3 with \$20 office visit co-pay and 10/40 prescription co-pay. A Health Reimbursement Account will be established by the Employer to cover the costs of the co-pays and deductibles of the PPO Plan 15.
4. The parties agree to change Article XIV – Insurance and Pension Benefits, Section 2, to reflect that changes in the “opt-out” dollar levels have changed as follows: \$200 per month for single coverage and \$400 per month for two persons or family coverage. No other part of this section is affected by this change. This will only go into affect if an additional three (3) or more bargaining unit members not enrolled in the “opt-out” as of April 15, 2009, do enroll in the “opt-out” by June 1, 2009.
5. The above mentioned changes will be effective June 1, 2009. No other health care benefits are affected by these above mentioned changes. This Letter of Understanding is non-precedent setting for any other discussions or agreements.

Hillsdale County Board Of Commissioners


 4-28-09  
Alan B. Ringenberg/Chairperson Date

Hillsdale County Sheriff's Department

 4-23-2009  
Stanley Burchardt/Sheriff Date

Police Officers Labor Council

 4-21-09  
Edward S. Hillyer/POLC Rep Date

 4/23/09  
Joe Wilmer/President Date