

**ORIGINAL FOR EXECUTION**  
**8/31/2009**

**AGREEMENT**

**Between**

**BARRY COUNTY BOARD OF COMMISSIONERS  
and SHERIFF OF BARRY COUNTY**

**-and-**

**COMMAND OFFICERS ASSOCIATION OF MICHIGAN  
FOR  
BARRY COUNTY COMMAND OFFICERS ASSOCIATION**

**January 1, 2009 through December 31, 2011**

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## AGREEMENT

This Agreement made and entered into this 8<sup>th</sup> day of October, 2009, by and between the Barry County Board of Commissioners and the Sheriff of Barry County, hereinafter called "Employer," and the Command Officers Association of Michigan for the Barry County Command Officers Association, hereinafter designated the "Union."

### WITNESSETH:

Pursuant to and in accordance with the applicable provisions of Act 366, Public Acts of 1947, as amended, the parties hereto have engaged in collective bargaining with respect to the salaries, hours of work, and other conditions of employment for the employees occupying, or who may, during the life of this Agreement, occupy, the job classifications set forth in the Appendices attached hereto, and have agreed as follows:

## ARTICLE I

### RECOGNITION

Section 1. This Agreement shall apply to all full-time employees of the Barry County Sheriff's Department ("the Department") occupying any of the job classifications set forth in Appendices attached hereto.

Section 2. The Employer agrees that during the life of this Agreement it will not recognize any organization other than the Union as the collective bargaining agent for the employees occupying, or who may, during the life of this Agreement, occupy, any of the job classifications set forth in the Appendices attached hereto. Nor will the Employer aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

## ARTICLE II

### AGENCY SECURITY

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

Section 2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have completed their probationary period, shall be required as a condition of continued employment to become members of the Union or to pay a representation fee to the Union commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Section 3. All new employees entering the bargaining unit after the effective date of this Agreement shall be required as a condition of continuing employment to become members of the Union or to pay a representation fee to the Union for the duration of the Agreement commencing on the thirty-first (31<sup>st</sup>) day following the beginning of their employment in the unit.

Section 4. Employees shall be deemed to have complied with the terms of this section if they are not more than thirty (30) days in arrears for membership dues or representation fees, respectively.

Section 5. Employees who fail to comply with the provisions set forth above, shall have their employment terminated immediately upon expiration of the above stated time limits and receipt of written notice of that fact from the Union. The Union agrees to hold the Employer harmless for any costs, attorneys' fees and /or damages which may be incurred by and/or assessed against the employer from any suit, claim, or other action arising out of and pursuant to the provisions of this Article.



Section 6. The “representation fee” is that amount of money which is equal to the Union’s dues, but does not include any initiation fee or assessment.

### ARTICLE III

#### UNION DUES, INITIATION FEES OR SERVICE CHARGES

Section 1. 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 charges from the pay of each employee who executes or has executed the Authorization for Payroll Deduction Form.

Section 2. The Employer shall be required to make dues and fees deductions only as long as it may legally do so. The Union will fully protect, indemnify and render the Employer harmless against any liabilities for claims resulting from deduction of dues made in accordance with this Article.

### ARTICLE IV

#### RIGHTS OF THE BOARD AND THE SHERIFF

Nothing in this Agreement shall be deemed to limit or curtail the Employer in any way in the exercise of the rights, powers, and authority, which the Employer had prior to January 1, 1969, or thereafter, unless and only to the extent that specific provisions of this Agreement curtail or limit such rights, powers, and authority. These rights include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer, assign and retain employees in positions within the Sheriff’s Department. Further, to suspend, demote, discharge to take such other disciplinary action which is necessary to maintain the efficient administration of the Sheriff’s Department. It is also agreed that the Sheriff has the right to determine the methods, means and personnel, employees or otherwise, by which the business of the Sheriff’s Department shall be conducted and to take whatever action is

necessary to carry out the duty and obligation of the County to the taxpayers thereof. The Sheriff 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.

The Union reserves the right to grieve when action taken by the Employer under this section is contrary to the specific limitation of such Employer rights contained in this Agreement.

#### ARTICLE V

#### SALARIES

Effective dates and the salary schedule set forth in Appendix "A" attached hereto and by this reference is made a part hereof, shall remain in full force and effect.

#### ARTICLE VI

#### GRIEVANCE PROCEDURES

Section 1. For the purpose of this Agreement, the term "Grievance" means any dispute between the Employer and its employees or the Union regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

Section 2. An employee who believes he/she has a grievance shall informally discuss his/her dispute with his/her immediate supervisor or the Sheriff. In the event the dispute is not satisfactorily settled at this point, it shall become a grievance, and the following procedure shall become effective.

Section 3. First Step. To be processed hereunder, a grievance must be reduced to writing (in triplicate), state the facts upon which it is based, when they occurred, specify the section of the Agreement which has allegedly been violated, be signed by the employee who is filing the grievance, and be presented to the Sheriff's designated representative within ten (10) calendar days after he knew or should have known of the occurrence of the event upon which it is based. The Employer

representative shall give a written answer to the aggrieved and/or his Union representative within five (5) calendar days after the receipt of the written grievance. If the answer is mutually satisfactory, the employee and/or his Union representative shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employer representative.

Section 4. Second Step. If the grievance has not been settled in the first step and if it is to be appealed to the Sheriff, the grievant shall within five (5) calendar days, submit the matter to the Sheriff who shall give a written answer within five (5) calendar days.

Section 5. Third Step. If the grievance has not been settled satisfactorily in the first and second steps, and if it is to be appealed, it shall be appealed to the Sheriff's Department grievance board within ten (10) calendar days of the Step 2 Answer, composed of the Sheriff (or his representative) and a majority of the Personnel Committee of the Board of Commissioners, who shall schedule a meeting within ten (10) days after receipt of the grievance. The meeting shall take place within thirty (30) calendar days of the receipt of the grievance. The Employer shall give a written answer within ten (10) days after meeting. The COAM Representative, Union Steward, and the County Administrator and/or County Attorney may attend the meeting. If the disposition made by the Grievance Board is still not satisfactory or if the Grievance Board does not take action on it after ten (10) days after the meeting, then the grievance may be submitted within thirty (30) calendar days after such disposition by the Grievance Board, to binding arbitration, as permitted below. If the grievance is not submitted to binding arbitration by written demand to the Employer within the time limits described above, it shall be conclusively settled on the basis of the last answer to the grievance.

If notice of appeal to arbitration is timely given, a demand shall be submitted to the American Arbitration Association (AAA) for the selection of an arbitrator in accordance with AAA procedures or the parties may mutually agree in writing on the selection of an arbitrator. Notwithstanding any contrary provision in this contract, the only matters which may be submitted to arbitration are on grievances pertaining to the interpretation of the "economic provisions" of this contract resulting in loss of pay or economic benefits, or disciplinary action requiring unpaid time off. Any discipline which did not result in unpaid time off such as letter of reprimand, etc. cannot be submitted to arbitration. The rules of the AAA shall apply unless specifically modified herein.

Section 6. The parties agree that the Arbitrator and the arbitration shall be subject to the following:

1. The Arbitrator shall be empowered to rule only on those grievances which are properly submitted through the grievance procedure.
2. He shall not add to, detract from, ignore, or change any of the terms of this Agreement.
3. Back pay shall be limited to the amount of the base wage the employee would have earned less any amount received by him from other employment or unemployment compensation which he is permitted to retain.
4. It shall be the responsibility of the Arbitrator to render a decision within thirty (30) days of the closing of the case if possible.
5. The parties agree that the arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

6. Only one grievance shall be presented to an Arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same Arbitrator.

7. The charges of the Arbitrator for his fees and expenses shall be borne equally by the parties.

Section 7. Time limits at any step of the grievance procedure may be extended only but mutual written agreement between all parties involved. In the event the grievant does not appeal a grievance from one step to another within the time limit provided, the grievance will be considered as being settled on the basis of the last answer. Failure of the Employer to respond to a grievance at any stage within the time limits specified, shall be considered a denial of the grievance and it may be processed at the next step.

Section 8. An aggrieved person may withdraw further consideration of a grievance at any stage of the procedure.

Section 9. Days referred to in this Article shall be Monday through Friday, excluding Saturdays, Sundays and Holidays.

Section 10. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE VII

DISCHARGE AND DISCIPLINE

Section 1. The employer may discipline any non-probationary employee as defined under Article IX, Section 7, for just cause.

Section 2. Investigatory Complaints. In the event a complaint is made against an employee which may result in the disciplinary action, the following procedure shall apply:

- (a) If, in the investigation of a complaint, an employee is requested to appear before an Employer representative, the employee shall be fully advised of the nature of the complaint and that the investigation may result in disciplinary action.
- (b) Upon the request of the employee for Union representation, such request shall be granted and the Union shall provide such representation. When such representation has been requested, no questioning shall commence until the Union representative is present.
- (c) Employees shall be required to answer questions relating to performance as an employee to the Sheriff's Department as it relates to the complaint. Refusal to answer such questions may result in disciplinary action, including discharge. If the matter under investigation is criminal, the employee shall be given the Garrity Warning.

Section 3. If the disciplinary action involves discharge or a disciplinary lay-off, the Employer representative effecting the disciplinary action shall meet with the employee and the employee's steward if the employee requests, or in the steward's absence, another Union representative if one is working.

The Union representative shall be given the right to meet with the disciplined employee before the employee leaves the premises.

Section 4. Charges and Specifications. The charges and specifications resulting in such discipline or discharge shall be reduced to writing and copies shall be furnished to the employee against whom the charges are brought and, if the employee wishes, to the Union.

Section 5. Specific Section. Such charges and specifications shall state the specific sections of the rule or regulation, if a violation of a rule or regulation is the basis of the charge, and/or appropriate law or ordinance, if applicable, which the employee is alleged to have violated. Employees may be disciplined for other misconduct or omissions.

Section 6. Past Infractions. In imposing any discipline on a current charge, the Employer will not base its decision upon any prior infractions or departmental rules or regulations which occurred more than twenty-eight (28) months previously unless that prior discipline resulted in disciplinary time off.

Section 7. Suspension Pending Investigation. In the event an employee is suspended pending investigation for any reason and as a result of the investigation is exonerated of the charges causing the suspension, the employee shall be compensated for all back wages lost due to the suspension.

Section 8. If there is to be a grievance concerning such disciplinary action, it shall be in writing and filed at Step Two of the Grievance Procedure no later than the end of the fifth (5<sup>th</sup>) day following the date of the disciplinary action.

Section 9. If an employee who is disciplined fails to file a grievance within the time specified above, or if, upon the hearing of the grievance, the employee is found to have been properly disciplined, then the discipline shall be absolute as the date of the discipline.

Section 10. If it is found that the employee should not have been disciplined, or that the penalty assessed was too severe, then the employee's grievance shall be settled as shall be determined by the Employer and the Union at the Step Three hearing, and the employee's payroll and personnel records shall be adjusted accordingly. If the employee is exonerated of the charges causing the suspension, he shall be compensated for all back wages due to the suspension. Such wages shall be based on regular base pay hours and not include overtime.

Section 11. If, at the Step Three hearing, the Employer and the Union are unable to agree upon a disposition of the matter mutually satisfactory to them, the Union may appeal the grievance to arbitration.

Section 12. Days referred to in this Article shall be Monday through Friday, excluding Saturdays, Sundays and Holidays.

## ARTICLE VIII

### HOURS OF WORK AND OVERTIME

Section 1. The work of unit employees shall be scheduled by the Employer to meet the needs of the Department. Schedules shall be posted at least one week in advance. The Employer retains the right to schedule or require reasonable amounts of overtime work (not during vacation periods).

Section 2. The regular, contracted-for work day for full time employees shall consist of one of the following options: eight (8) hours of work for ten (10) days in a fourteen (14) day pay period, ten (10) hours of work for eight (8) days in a fourteen (14) day pay period, or twelve (12) hours of work for six (6) days and eight (8) hours of work for one (1) day in a fourteen (14) day pay period. If an employee is scheduled to work eight (8) hour shifts of work, said employee shall not be scheduled to work more than five (5) consecutive days. If an employee is scheduled for ten (10) hour shifts of work, said



employee shall not be scheduled for more than four (4) consecutive days. If an employee is scheduled for twelve (12) hour shifts of work, said employee shall not be scheduled for more than three (3) consecutive days. An employee may by mutual agreement work above these maximum consecutive days of work. Employees shall be paid for working the hours at the rates hereinafter provided in Appendix "A". If an employee works past his normally scheduled shift or eighty (80) hours in a given pay period, he/she shall be paid at time and one-half.

Section 3. The Employer reserves the right to establish shift starting and quitting times, including an eight (8) hour and/or ten (10) hour shift or any combination thereof. The Union will be notified one (1) week in advance of general changes in starting and quitting times.

Section 4. An employee scheduled to work in excess of his regular scheduled hours during a given pay period may, with advance notification, at the option of the Sheriff or his designee, be given compensation time for such time worked in place of overtime pay. Compensatory time will be charged at the applicable rate earned, i.e., either straight time or time and one-half, except that in the case of non-mandatory training, the Sheriff or his designee may offer the employee straight time compensatory time or pay (i.e., 8 hours for 8 hours) for time spent in such training.

The employee earning the overtime shall have the option of taking compensatory time off at a future date with prior approval of the Sheriff or his designee. Each employee shall be allowed to accumulate up to and including one hundred sixty (160) hours of compensatory time.

Section 5. Court Time. Any employee who is required to appear in Court during off-duty time to testify about a job related matter, will be paid at the rate of time and one-half his regular hourly rate. Such an employee shall be guaranteed a minimum of two (2) hours show-up time, unless the time is contiguous with his regular shift.

Section 6. Leave Days. Leave days shall not be changed, switched or rescheduled to avoid paying time and one-half except by mutual agreement between the parties.

Section 7. Call Back. If an employee is called back to work on any other shift, he will be compensated for a minimum of two (2) hours overtime unless such call back shall extend past two (2) hours in which case he shall be paid overtime for hours or portions thereof worked.

## ARTICLE IX

### SENIORITY

Section 1. Departmental seniority is defined as continuous length of service with the Employer from date of last hire. Classification seniority is defined as continuous length of service with the Employer in the employee's present job classification. Seniority shall equal the time actually spent on the active payroll, plus approved paid leaves of absences, unless otherwise provided in this Agreement. A permanent full-time employee will begin to accumulate seniority upon the expiration of his probationary period, at which time his name will be placed on the seniority list as of his last date of hire as a full-time employee of the Department. Seniority shall entitle an employee only to those benefits as are expressly provided in this Agreement.

Section 2. A seniority list shall be prepared and a copy posted on the Bulletin Board. It shall be revised and kept current from time to time by the Employer.

Section 3. Seniority shall apply in all cases of promotion or increases or decreases of forces provided the employees under consideration have the skill and ability to perform the work. In determining the skill and ability the Employer shall have the right to consider the following factors:

- (a) Ability to perform the work
- (b) Physical fitness

- (c) Prior satisfactory experience
- (d) Test results on written or oral test prescribed by the Employer.

Section 4. An employee who transfers into a new classification shall have an eighty (80) work day probationary period. During the eighty (80) work days of the probationary period, the employee shall have the opportunity to revert back to his former position's classification. The Employer may require that the employee revert back to his former classification at any time during the probationary period. The decision of the employer during the eighty (80) work day probationary period is not subject to the grievance procedure. During the probationary period, the employee will receive the rate of the job he is performing.

Seniority during any probationary period will be measured from entry date into the classification only. During a probationary period, the employee shall retain seniority in his former classification. At the successful conclusion of the probationary period, the employee's classification seniority date for layoff and promotion will be changed to the employee's present classification.

Section 5. Temporary Assignments. Any employee assigned by the Sheriff to perform the duties of a higher ranking officer for a period in excess of thirty (30) consecutive working days shall be paid at the rate of pay applicable to the position involved. The increased pay rate shall commence on the thirty-first (31<sup>st</sup>) consecutive day in which the employee has held the assignment, and shall continue until the employee is reassigned to his or her normal (or another) lower ranking position. The Employer shall make assignments to temporary vacancies in higher positions based on all appropriate factors, one of which shall be seniority. When, in the opinion of the Employer, the vacancy is no longer temporary, but permanent, he shall follow the rules and regulations currently used by the Sheriff's Department to fill the permanent vacancy.

Section 6. Seniority shall be lost and employment relationship shall end under the following conditions:

- (a) By quit or discharge for cause, which discharge is not reversed through procedures set forth in this Agreement.
- (b) Failure to report for work on two consecutive work days without notifying the Sheriff or his designee without reasonable justification. (This does not prohibit disciplinary action for unexcused absences of less than two work days.)
- (c) Failure to return to work upon recall from a layoff.
- (d) Failure to return to work or notify the Sheriff or his designee without reasonable excuse at the expiration of a leave of absence.
- (e) Laid off for more than twenty-four (24) months.
- (f) Retirement.
- (g) He is convicted or pleads guilty or nolo contendere to a felony or high court misdemeanor.

Section 7. Probationary Period. All employees shall be considered to be on probation, and shall have no seniority until they have actually worked for 2,080 hours following the first day of work for the Department. Paid time off for vacation, holidays, and employer paid sick days shall be counted as time worked. During this period, an employee is employed at will and may be laid off or discharged without regard to this Agreement.

ARTICLE X

LAYOFFS

Section 1. Lay Off. Layoff shall mean a reduction in the work force. The duties performed by the laid off employee may be reassigned to other employees already working.

Section 2. Order of Layoff. Layoff of employees within the Sergeant and Sergeant Detective classifications shall be made by inverse order of their classification seniority.

Section 3. Notice of Layoff. The Sheriff shall give written notice to the employee and Union of any proposed layoff at least one (1) calendar week before the effective date thereof unless there are unforeseen circumstances which do not allow such advance notice.

Section 4. Recall Procedure. When the working force is increased after a lay-off, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report for work within ten (10) calendar days from the date the notice of recall is mailed, he shall be considered to have quit.

Section 5. Benefit Continuation. The Employer shall continue to pay its share of the cost of life and health insurance premiums for laid off employees to the end of the month in which the layoff occurs and for the following four (4) months, but it shall terminate sooner if the employee has health insurance available from another employer. Thereafter, the laid-off employee may continue his health insurance in accordance with the federal law commonly known as "COBRA" and/or his life insurance for a period determined by the insurance carriers by paying 102% of the premiums. Payments should be made through the County Clerk's office.

## ARTICLE XI

### WORK BY NON-BARGAINING UNIT EMPLOYEES

Non-bargaining unit employees employed at the Sheriff Department may perform work covered by this Agreement provided that it does not result in a reduction in the regular contracted for work week of full-time bargaining unit employees. The Employer will not hire part-time officers through December 31, 2011. The Sheriff, however, may continue to have posse members for ride along, but posse members shall not take away bargaining unit work.

## ARTICLE XII

### LEAVES OF ABSENCE

Section 1. Family and Medical Leave. The Employer and the Union agree that the Employer shall have the right to develop, approve and implement policies on family and medical leave which comply with the Family and Medical Leave Act of 1993, as amended.

Section 2. Extended Sick Leave. An employee with seniority shall be granted a leave of absence without pay for up to six (6) months because of illness or injury following the exhaustion of paid disability insurance, accumulated sick leaves and time off for family and medical leave pursuant to the policies adopted by the Employer under Section 1 above. During such a leave of absence, seniority shall be retained but it shall not be accumulated. The employee will not accrue any vacation, personal or sick leave time. The employee is responsible to maintain at his own expense the employee group life insurance, hospitalization and surgical insurance during this period. A request for Extended Sick Leave shall be accompanied by a licensed physician's written certification as to the necessity and anticipated length of the requested leave. A prerequisite for reinstatement from a sick leave is that the employee present a written certificate from a licensed physician verifying that he is capable of returning to work.

The Employer reserves the right, at its expense, to require the employee to submit to an examination by a physician of its choice before granting such a leave of absence, during the leave or before reinstating the employee from such a leave of absence. In the event the Employer's physician and the employee's physician disagree, the disagreement shall be resolved by the judgment of an independent opinion shall be paid in equal shares by the Employer and the employee.

Section 3. Unpaid Personal Business Leave. An employee with seniority shall have the right to make written application for an unpaid leave of absence of a period of up to one (1) calendar month, for personal reasons of persuasive nature which shall be stated in the application. Granting of such leave shall be in the discretion of the Employer. If the leave is granted, seniority shall be reinstated and accumulated during the period of leave.

Extension of an unpaid personal business leave of absence may be granted, in the discretion of the Employer, for a further period or periods, to a total period of not to exceed six (6) calendar months. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated.

Section 4. Workers' Compensation. If an employee is injured in the line of duty, he shall receive, pursuant to the applicable state statutes and regulations, Workers' Compensation benefits. Such an employee may apply accumulated sick pay, compensatory time or vacation time, in no less than one (1) hour increments, to make up the difference between regular net salary (gross salary less all deductions for federal, state and local taxes) and his Workers' Compensation benefits. Upon depletion of accumulated sick leave, compensatory time or vacation time, these differential payments will terminate.

Section 5. Bereavement Leave. When death occurs in an employee's immediate family, i.e., current spouse, parent or step-parent, parent or step-parent of a current spouse, child or step-child,

brother or sister or grandchild, the employee, on request, will be excused for up to three (3) normally scheduled working days immediately following the date of death and ending with the day of the funeral, provided he attends the funeral. An employee who misses a scheduled day of work due to the death of a grandparent, shall receive one (1) day of paid funeral leave for the day of the funeral. Additional bereavement leave may be granted without pay or from accumulated sick leave, compensatory time or vacation time for good cause shown.

An employee excused from work under this Article shall receive the amount of wages he would have earned by working during straight-time hours on scheduled days of work for which he is excused. Time thus paid will be counted as hours worked for purposes of overtime.

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

Section 6. Military Service Leave of Absence. It is agreed that the matter of leaves of absence for, and reinstatement of an employee, during his period of military service with the Armed Forces of the United States, shall be solely governed by the applicable federal statutes as interpreted by the decisions of the Courts.

Section 7. Unpaid Leaves of Absence - General. All reasons for leave of absence shall be in writing stating the reason for the request and the approximate length of the leave requested. All leaves of absence must be approved by the Sheriff or his designee. Any absence not covered by a recognized leave under this Agreement shall be considered an unexcused absence and may result in discipline or discharge.



The employee who is on a leave of absence will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee is responsible to maintain at his own expense the employee group life insurance, hospitalization and surgical insurance during this period, unless the employee is off on family and medical leave pursuant to the policies adopted by the Employer under Section 1 above. The employee must keep the Employer informed of any change in his status or conditions that caused the employee to request the leave. An employee returning from leave of absence shall be returned to his former classification and shift upon return from an approved leave of absence, providing his seniority allows.

### ARTICLE XIII

#### SICK PAY

Section 1. All full time unit employees shall be allowed sick leave with pay at the rate of seventy two (72) hours in each calendar year of his employment. Each such employee shall be credited with seventy two (72) sick leave hours on each January 1. The only exception is that during the calendar year in which an employee is hired, the employee will be credited with having earned six (6) hours of sick leave with pay for each full calendar month worked.

Section 2. It is clearly understood that sick days are meant to compensate employees who are off work because of illness. Employees requesting sick days may be requested to present a supporting certificate of a physician. The Employer retains the right, at its own expense, to have the employee examined by a doctor of the Employer's choice.

Section 3. All full time unit employees shall be entitled to accumulate and carry forward paid sick leave credits in full earned after January 1, 1987, not used during the preceding calendar year or to convert said credits into a year-end bonus payable as provided in Section 7. The latter privilege is

granted primarily as recognition that the Employer benefits by the uninterrupted service of employees. However, all employees are encouraged to accumulate sick leave credits rather than accept cash bonuses.

Section 4. Requests for bonus payments shall be given, in writing and signed by the employee, to the Employee no later than December 1, of each calendar year. There shall be only one such bonus payment date each year.

Section 5. At the date an employee terminates his employment with the Employer, a supplemental check shall be issued for sick leave credits unused and carried forward from the years following January 1, 1987, payable as provided in Section 7. Unused credits attributable to the year in which employment terminates shall automatically lapse.

Section 6. Unused sick leave credits accumulated by employees prior to January 1, 1987, (with a maximum accumulation of one thousand four hundred forty (1440) hours allowed), shall be credited to the accounts of those employees. A maximum of six (6) unused sick leave credits accumulated prior to January 1, 1987 may be used by an employee during a calendar year before the employee must use the sick leave he or she has earned in that year. After the employee has used all the sick leave he or she has earned in that year, he or she may use the unused sick leave credits he or she accumulated prior to January 1, 1987.

Section 7. Paid sick leave shall be compensated on the basis of eight (8) hours of the regular rate of the employee as of the date the sick days are used or converted into a year-end or employment termination bonus. Sick leave days converted into a year-end or employment termination bonus shall be paid at the rate of sixty-seven percent (67%).

Section 8. An employee taking sick leave shall inform his immediate supervisor of the fact and the reason therefore prior to the starting time of the employee's scheduled work day. Failure to do so may be cause for denial of pay for the period of absence.

ARTICLE XIV

VACATIONS

Section 1. An employee is eligible for vacation with pay in accordance with the following schedule and terms:

<u>Seniority</u>	<u>Vacation Pay</u>
1 year or more	80 hours
5 years or more	120 hours
10 years or more	160 hours

Section 2. Vacation pay shall be computed on the basis of the employee's current rate at the time the vacation is taken. If a regular pay day falls during the employee's vacation and he is to be vacation for one week or longer, he will be entitled to receive that check in advance before going on vacation. Deductions from such check(s) shall be the same as if the employee received a paycheck every two (2) weeks. An employee must make a request to the Employer for his check two (2) weeks before leaving, if he desires to receive it in advance.

Section 3. To be eligible for full vacation pay an employee must have been a full-time (80 hours bi-weekly) employee and have received pay during all scheduled work hours during the year preceding his anniversary date or have received a paid leave during the same period. If an employee has any unpaid time during the twelve (12) calendar months preceding his anniversary date, his vacation period and pay shall be prorated accordingly. Disciplinary time off of two weeks or less will not affect the vacation pay computation.

Section 4. An employee whose employment terminates will receive vacation pay for all vacation earned and accrued as of his previous vacation benefit date unless the pay was received earlier. There is no pro-rated vacation pay for the vacation benefit year during which employment terminates.

Section 5. Vacations will be scheduled by the Employer at mutually convenient times subject to the need for having particular employees on particular jobs at particular times. Seniority will be honored, to the extent possible, in granting employee requests for particular vacation periods. Employees may schedule their vacations in less than full week increments when mutually convenient.

Section 6. All vacation credits earned as of an employee's anniversary date should be taken during the following twelve (12) months, vacation days which remain unused at the end of a vacation year may be accumulated up to a maximum of eighty (80) hours except in unusual circumstances, and unused vacation accumulations of up to one hundred twenty (120) hours may be carried over into the next year through the procedure agreed to between the Sheriff and the Board of Commissioners. Employees must take their allowed vacation days or forfeit it.

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

Section 8. If a holiday falls within an employee's scheduled vacation period, an extra days vacation will be allowed for the holiday.

#### ARTICLE XV HOLIDAYS

Section 1. The following holidays are recognized for full-time unit employees.

New Year's Day  
Easter  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Christmas Day

Section 2. The Employer retains the right to schedule employees to work on a holiday or alternatively to dismiss them with pay, as is the usual practice with other County employees. Any employee who would normally work on the holiday but who is dismissed because of the holiday shall not have the day charged as a "Leave Day" nor will he or she be required to make up the work time at a different time.

Section 3.

(a) Uniformed officers normally are scheduled to work irrespective of holidays. If a full-time unit employee works on a recognized holiday, he shall receive the equivalent of two and one-half (2 ½) times pay by receiving either:

- (1) his regular pay plus an additional half-time plus a compensatory day off;  
or
- (2) his regular pay plus eight (8) hours holiday pay plus four (4) hours compensatory time off.

The employee shall indicate on his time sheet the manner in which he chooses to be paid for the holiday. Compensatory days off must be taken at a time mutually convenient to both the employee and the Employer. Instead of granting compensatory time off, the Employer may substitute pay for the compensatory time at the rate of straight-time pay.

(b) If a full-time unit employee does not work on a recognized holiday because the holiday falls on a Leave Day, he shall receive eight (8) compensatory hours off at a time mutually convenient to both the employee and the Employer. Instead of granting compensatory eight (8) hours off, the Employer may substitute eight (8) hours pay for the compensatory eight (8) hours at the rate of straight-time pay.

Section 4. Employees Who Normally Work Monday Through Friday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement; when it falls on a Sunday the following Monday shall be observed as the holiday, excepting that, whenever state or federal statute requires that any or such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by state or federal statute, whichever is controlling.

Employees Who Normally Are Scheduled to Work Any of Seven Days In The Week. Holidays which fall on Saturdays shall be recognized and celebrated on Saturday. Holidays which fall on Sunday shall be recognized and celebrated on Sunday.

Section 5. Each full time employee is entitled to forty (40) personal leave hours per calendar year (to compensate for the Department being open on Washington's and Lincoln's Birthdays, among others). Effective January 1, 2009, employees shall receive forty-eight (48) personal leave hours per calendar year; effective January 1, 2010, employees shall receive fifty-six (56) personal leave hours per calendar year; and effective January 1, 2011, employees shall receive sixty-four (64) personal leave hours per calendar year. Such personal leave days shall be scheduled at the mutual convenience of the Employer and the employee. However, employees who give not more than fourteen (14) calendar days prior notice to the Employer and not less than forty-eight (48) hours prior notice of the desire for personal leave shall be notified within twenty-four (24) hours of receipt of same by the Sheriff or his designee and shall be notified if it is approved or denied. Unused personal leave shall be paid off by the employer by January 31 of the following year.

ARTICLE XVI

WORKERS' COMPENSATION INSURANCE

The Employer shall provide Workers' Compensation protection for all employees. If an employee is absent from work due to an injury sustained in the line of duty which is compensable under the Michigan Workers' Disability Compensation Act, he or she may request that the Board of Commissioners voluntarily continue his or her regular net salary (gross salary less all deductions for federal, state and local taxes) for the first week he or she is on Workers' Compensation leave. Such decision will be at the Board of Commissioners' discretion.

ARTICLE XVII

LONGEVITY PAY

It is agreed that all regular, full time employees in the active service of the Employer as of December 31 of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

1. Longevity Pay Schedule

Continuous Service

The longevity pay schedule shall be the following: Five (5) or more years -  
\$25/year (maximum payment - \$600)

2. Date of Payment

Longevity payments shall be made on the first pay day in December.

3. Proration

Any employee eligible for longevity pay who terminates employment in good standing or retires during the course of a calendar year is entitled to receive longevity pay

prorated for each entire month worked prior to termination. Such employees shall receive their longevity payments on the first pay day in December.

ARTICLE XVIII

HOSPITAL - MEDICAL INSURANCE

Section 1.

A. Health Insurance Program. Effective as soon as possible after the execution of this Amendment Agreement, the Employer will offer the following health insurance programs for eligible full-time employees and legal dependents as set forth in Appendix "B."

B. Premiums. Effective at the same time as the new insurance options set forth in Subsection A, above, are implemented, the Employer agrees to pay the premium for eligible full-time employees for hospitalization coverage outlined in Subsection A, above, up to the following amounts:

Full Family	=	\$1,046.37 per month
2-Person	=	\$ 871.94 per month
Single	=	\$ 387.53 per month

For 2010, the above 2009 premium cost paid by the Employer will increase by 7%. For 2011, the premium cost will increase 7% above the 2010 amount.

The parties will create the Health Care Cost Containment Committee, which will continue to meet on ways to reduce health care costs and to avoid and reduce potential co-pays of both the Employer and the employees. The Employer will provide the Union and the Committee new health care premium rates as soon as they are available.

C. Health Care Cost Containment Committee. The Employer and the Union recognize the rapidly escalating health care costs, including the cost of medically unnecessary services and inappropriate treatment, have a detrimental impact on the health benefit program. The parties hereby



establish a joint committee for the purpose of investigating health care cost containment issues which shall continue during the term of this Agreement. The Committee shall be subject to the following provisions:

1. The Committee shall be comprised of not less than one or more than four representatives each from the Employer and each participating Union.
2. The Union representatives shall be granted time off with pay as is reasonably necessary to complete the foregoing (including travel time).
3. The Committee shall meet at the mutually agreed upon times between the Employer and the Union. Minutes of each meeting shall be taken.
4. This Committee may provide recommendations as to the Health Insurance Program options for each year of this Agreement after 2009.

D. New Employees. New employees may elect this coverage with the Employer paying twenty-five percent (25%) of the applicable premium and the employee paying seventy five percent (75%) or more depending upon the coverage they select. If the employee opts not to take such coverage, he or she will be eligible for coverage at the end of six (6) months of employment, or at any open enrollment time thereafter. After the employee has been with the Department for six (6) months, the Employer will cover the applicable premium for the employee and his dependents as noted in Appendix "B." Coverage will begin on the date of hire or on the six-month anniversary date.

E. Self Insurance. The Employer reserves the right to change insurance carriers or the self insurance health plan administered by the Employer, provided that comparable medical coverage is provided. In the event the Employer determines that it is in the County's best interest to cease its current self insurance program, the Employer will cover the additional premium cost of making this conversion

to the effected plans (PPO 1 Plan, PPO 2 Plan), and employees will not be charged the premium increase resulting from the conversion from self insurance.

Section 2. Cash Payment Option. In lieu of health insurance coverage, employees who have completed six (6) months of service with the Department and are covered by health insurance from another source may elect to receive a cash payment each two-week pay period equal to fifteen percent (15%) of the amount of the monthly premium rate for the insurance coverage (single, two person or family) of the Employer cost of the rate for the lowest premium plan, provided that in no event shall the bi-weekly payments be less than Thirty-Seven Dollars and Fifty Cents (\$37.50).

Effective after this Agreement is executed in 2006, if both spouses are employed with the Employer, there shall not be any payment in lieu of health care coverage. The spouses must select which spouse will carry the County coverage for both. Further, such spouses will not be allowed to each take single coverage.

Section 3. Hospitalization for Retirees. An employee who retires and is receiving retirement benefits after reaching age 50 will be eligible to receive hospitalization benefits up to age 65, with the Employer paying a monthly contribution as follows:

<u>Employee's Years of Service</u>	<u>Employer Monthly Contribution</u>
25 or more	up to \$275.00
15-25	up to \$120.00
10-15	up to \$ 80.00
less than 10	0

If comparable health insurance is available to a retiree through his/her spouse, the employer has no obligation to provide health care coverage. In such circumstances, if the retiree is not covered under

a county policy, the employer shall be responsible for reimbursing the cost to the retiree for such other insurance up to the applicable limits in the above table. The retiree shall provide a receipt indicating that he/she has paid hospitalization coverage of his/her own.

If retiree loses their insurance from his/her spouse, the retiree can have the health care coverage reinstated. Employer may require verification of other insurance coverage.

The limitations on time (age 65) and eligibility for other coverage contained in Article XVIII, Hospital-Medical Insurance are applicable to the Employer's obligation to pay the monthly contribution to a retiree who secures hospitalization insurance coverage of his/her own.

It is agreed and understood that upon a retired member reaching the age of 65, or upon the death of a retired member, the full health insurance coverage outlined in Article XVIII, Hospital-Medical Insurance is canceled; provided, however, that in the event of the death of a retired member, the surviving spouse or any minor child, shall have the option to maintain said insurance in accordance with the federal law commonly known as "COBRA."

Section 4. Supplement to Medicare. Any retired employee at the age of 65, and his or her spouse, may elect to be covered by the County's Complementary Insurance Program (supplement to Medicare) at their own expense.

Section 5. The Employer shall maintain a dental/optical/hearing account for each employee covered by this by this Agreement. On or about January 1 of each year of this Agreement, the Employer shall credit to the account of each employee four hundred twenty five (\$425) dollars.

These amounts may be used by the employee for reimbursement of dental, optical and/or hearing expenses for the employee and his/her dependents. A request for reimbursement must be made within ninety (90) days after the service was rendered and must be accompanied by a written statement signed

by the dentist, ophthalmologist, optometrist, optician or medical provider performing the service. Such statement shall specify the service performed and the date of the service. The amount credited to an employee's dental/optical/hearing account may be accumulated from year to year. However, any balance remaining in the account upon termination shall be forfeited. Employees are entitled to dental/optical/hearing account upon completion of six (6) months service.

#### ARTICLE XIX

#### LIFE INSURANCE

Section 1. After six (6) months of full time employment, life insurance coverage will be Seventeen Thousand (\$17,000) Dollars and accidental death and dismemberment insurance will be Thirty Four Thousand (\$34,000) Dollars (\$17,000 life plus \$17,000 accidental death and dismemberment).

#### ARTICLE XX

#### PAID DISABILITY INSURANCE

Section 1. Income Protection Plan. The Employer shall provide an income protection plan due to non-occupational illness, sickness or injury which totally disables the employee from performing his regular employment duties as defined in the insurance policy. Employees are entitled to paid disability insurance upon completion of six (6) months service. Benefits shall be limited as follows:

- A. Benefits to commence on the eighth (8<sup>th</sup>) day of illness, sickness or injury (one week waiting period).
- B. Benefit period to be limited to not more than fifty two (52) weeks.
- C. Benefit amount to be sixty-seven percent (67%) of weekly salary.

An employee shall have the option of using accumulated sick, compensatory or vacation time to supplement the income protection plan benefits up to his regular net salary.

The Employer shall continue to pay its share of the cost of life and health insurance premiums for the length of the disability up to a maximum of the month of disability plus four (4) months. Disability which is caused or contributed to by pregnancy, childbirth, or related medical conditions shall be treated the same as any other disability under this plan.

## ARTICLE XXI

### MISCELLANEOUS

Section 1. Notification of Policy, Procedure, Rule, Regulation or Training. A copy of each policy and procedure, rule, regulation or training bulletin shall be made available to the Chief Steward at least one (1) week before implementation, unless conditions warrant immediate implementation due to a State law, or rule, or regulation or court order.

Section 2. Provision for Legal Counsel. The Employer shall provide to the employee such legal assistance as shall be required or needed as a result of acts occurring during the good faith performance and within the scope of an employee's lawful job related duties and responsibilities.

Section 3. Tuition Reimbursement. The Employer will assist in tuition reimbursement for courses related to police work or a related field which lead to improvement in knowledge and/or skills in the employee's present job as determined and approved by the Sheriff according to the following eligibility requirements and payment schedule:

(a) Individual Eligibility

- (1) The employee must be a full-time employee who has successfully passed his probationary period prior to enrollment in a course.

- (2) The employee cannot be on a leave of absence when enrolled in a course.
- (3) The employee must still be employed by the Employer at the completion of the course.

(b) Payment

- (1) Employees will be reimbursed for tuition at the successful completion of a prior approved course up to a maximum of \$400 per year for courses completed in a twelve (12) month period provided:

- (a) A Tuition Reimbursement Form is submitted which includes a course description and is approved by the Employer prior to enrollment in a particular course.

- (b) After successful completion of the course, the original approved Tuition Reimbursement Form is resubmitted along with:

1. The original tuition receipts with written evidence that the employee paid for the tuition of that course.

No Employer reimbursement will be made for tuition payments either paid directly from or reimbursed from other sources such as scholarships, fellowships, or veterans benefits but not limited to these sources.

2. Written grade report of a "C" or better, credit in a credit/non credit course or written verification of attendance (for courses where grades or credits are not issued) in the completed course.

Tuition Reimbursement transactions must be completed within ninety (90) days from the completion date of the class. Payment authorization is void after ninety (90) days.

- (2) Tuition expense is all that will be reimbursed under this program. There will be no reimbursement for expenses such as meals, lodging, books, transportation to and from school, activity or other special fees.
- (3) Tuition paid by the Employer will be repaid by the employee if the employee voluntarily terminates employment within one (1) year of the date the employee received the tuition reimbursement.

Section 4. Gender. Whenever the male gender is used in this agreement the female gender shall be equally presumed and vice versa.

Section 5. Special Conferences. Special conference for important matters, including safety, will be arranged between the Union and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meetings shall be between one or more representatives of the Employer and one or more representatives of the Association. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda, unless both parties agree to include other items. Special conferences shall not be used for continued contract negotiation purposes. Up to two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings. Conferences shall be held on a week day.

Section 6. Humanitarian Clause. Should an employee covered by this Agreement become disabled to the extent he/she cannot perform his/her regular job, the Employer will endeavor to place the employee in a position that he/she is able to perform.

## ARTICLE XXII

### PENSION

Section 1. Employees covered by this Agreement will be subject to the State of Michigan Municipal Employees Retirement System (MERS) [Plan B-4 with Benefit Program F50] (with 25 years of service). Effective April 1, 2001 employees shall be responsible for paying 2.5% of gross salary for the cost of the Plan B-4. The Employer is authorized to deduct from employees' payroll checks the 2.5% of gross salary as the employee contribution for the Plan B-4.

Effective as soon as possible after ratification by both parties, the pension will be changed to add the E-2 benefit. Employees shall be responsible for paying 1.2% toward the E-2 benefit through payroll deduction, with the Employer contributing the balance of the cost.

Section 2. Effective January 1, 2009, the Benefit Program E rider will be eliminated.

## ARTICLE XXIII

### STRIKES AND ILLEGAL ACTIVITY

Section 1. Neither the Union nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, either directly or indirectly, any complete or partial stoppage of work or walkout, slowdown, or refusal to do work or interfere in any manner with any of the normal operations of the Employer or any conduct which causes or results in such interference. Violation of this provision subjects an employee to appropriate disciplinary action.



ARTICLE XXIV

SEVERABILITY PROVISION

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

ARTICLE XXV

UNION BUSINESS

Section 1. With the prior approval of the Sheriff of his designee, stewards of the Union are authorized within reason, to transact business with the Barry County Board of Commissioners, County Clerk, and/or other Barry County Officials without loss of pay or other penalty while engaged in such duties.

ARTICLE XXVI

MILEAGE FOR OFFICIAL USE OF PERSONAL CARS

All bargaining unit members will be reimbursed at the standard mileage rate allowed as a deduction by the Internal Revenue Service for the official use of their personal motor vehicles, when such use is authorized by the Sheriff or his designee.

ARTICLE XXVII

SAFETY AND EQUIPMENT

Section 1. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies; one copy to be retained by the employee. The Employer shall not ask or require any

employee to take out equipment that has been reported to be an unsafe operating condition until same has been approved as being safe by the mechanical department or the Sheriff or his representative.

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

The Employer will reimburse employees for damage caused to personal items incurred in the line of duty provided such equipment is approved by the Sheriff. The Sheriff retains the right to determine if any reimbursement will be made consistent with this policy.

Section 2. All vehicles purchased will be equipped with air conditioning.

#### ARTICLE XXVIII

#### UNIFORM ALLOWANCE

Section 1. The Employer will furnish all uniforms (including leather accessories) and uniform cleaning but excluding shoes.

Section 2. Commencing June 1, 1996, employees who are not required to wear a uniform by virtue of their permanent assignment shall be paid a clothing/cleaning allowance during the first full pay periods of the following months in the following amounts:

<u>Year</u>	<u>January</u>	<u>July</u>	<u>December</u>
2009	\$500.00	\$500.00	
2010	\$500.00	\$500.00	
2011	\$500.00	\$500.00	

Section 3. Professional law enforcement quality raincoats and bullet-resistant vests will be furnished by the Employer to road patrol officers. Vests shall be replaced upon the expiration of the manufacturer's warranty. The Sheriff will describe the quality of the vest which can be purchased and the level of reimbursement.

Section 4. The Employer retains the right to prescribe the dress code for all members of the department.

## ARTICLE XXIX

### GUN ALLOWANCE

Section 1. It is agreed that all regular full-time Law Enforcement Officers in the active service of the Employer as of January 1 each year, shall be entitled to a gun allowance of \$225 per year. Such payments, however, will be made on the first pay day in December, prior to January 1.

Section 2. The gun allowance for new officers shall be prorated depending on the number of full calendar months in the year during which the employee has been a Barry County Sheriff's Deputy (e.g., an employee hired on July 1 shall receive \$112.50, 6/12 of \$225).

Section 3. Any eligible employee who terminates employment in good standing or retires during the course of a calendar year is entitled to receive a gun allowance prorated for each entire month worked prior to termination. Such employees shall receive their gun allowance payments on the first pay day in December.

Section 4. Gun allowance and longevity pay may be paid in the same check, but each check shall be separate from an employee's regular pay check.

Section 5. Weapons Training. The Employer shall provide each officer at county expense, one box (50 rounds) of ammunition per month, for use in weapons training, practice, and familiarization

techniques. The ammunition must be picked up and used by each officer during the calendar month in order for the employee to be eligible to receive that month's allotment.

### ARTICLE XXX

#### UNION STEWARDS

Section 1. Union employees shall be represented by one Steward and an alternate Steward. During periods of absence of the Steward, the alternate Steward shall represent the employees.

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

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

ARTICLE XXXI

WAIVER

It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly 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. 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 not specifically referred to or covered by 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 XXXII

DURATION, TERMINATION AND MODIFICATION OF THIS AGREEMENT

Section 1. This Agreement shall continue in full force and effect until December 31, 2011, at 11:59 p.m.

IN WITNESS WHEREOF, the parties have set their hands and seals this 8<sup>th</sup> day of October, 2009.

**COMMAND OFFICERS ASSOCIATION OF MICHIGAN**

BY: *[Signature]* POAM  
*[Signature]*  
\_\_\_\_\_

**BARRY COUNTY BOARD OF COMMISSIONERS**

BY: *[Signature]*  
Dr. Michael C. Callton, Chairperson  
D.C.

**SHERIFF OF BARRY COUNTY**

BY: *[Signature]*  
Dar Leaf, Sheriff

**COMMAND OFFICERS' HOURLY SALARIES  
APPENDIX A**

	1/1/09*	7/1/09*	1/1/10	7/1/10	1/1/11	7/1/11
Sergeant	\$24.64	\$24.89	\$25.14	\$25.39	\$25.64	\$25.90
Sergeant Detective	\$24.64	\$24.89	\$25.14	\$25.39	\$25.64	\$25.90

\* Retroactive for employees employed upon the date of ratification by the parties.

**COMMAND OFFICERS' HEALTH INSURANCE  
APPENDIX B**

**2009 HEALTH INSURANCE PLANS**

<b>PLAN:</b>		<b>1 Person</b>	<b>2 Person</b>	<b>Family</b>	<b>Cont. Rider</b>
PPO1 (100%):	Monthly Premium	479.07	1,077.90	1,293.51	239.56
\$10/\$40 Rx Closed Formulary	Employee Per Pay Pd. Contribution	42.25	95.06	114.06	110.57
Office Visit \$30; Chiropractor \$0	Employee Annual Cost	1,098.50	2,471.56	2,965.56	2,874.82
PPO2 (90%/10%):	Monthly Premium	437.44	984.23	1,181.09	218.72
\$5/\$40/\$80 Rx Open Formulary	Employee Per Pay Pd. Contribution	23.04	51.83	62.18	100.95
Office Visit & Chiropractor \$30	Employee Annual Cost	599.04	1,347.58	1,616.68	2,624.70
BCN5 - HMO, \$0 Ded., 100%	Monthly Premium	428.66	985.87	1,178.75	214.34
\$10/\$40 Rx Closed Formulary	Employee Per Pay Pd. Contribution	18.98	52.58	61.10	98.93
Office Visit & Chiropractor \$10	Employee Annual Cost	493.48	1,367.08	1,588.60	2,572.18
Urgent Care \$35					
ER \$75					
BCN5 - HMO, \$0 Ded., 100%	Monthly Premium	407.00	936.07	1,119.22	203.52
\$10/\$40 Rx Closed Formulary	Employee Per Pay Pd. Contribution	8.99	29.60	33.62	93.93
Office Visit & Chiropractor \$30	Employee Annual Cost	233.74	769.60	874.12	2,442.18
Urgent Care \$35					
ER \$75					



**DRUG TESTING POLICY**

**(See Attached)**

## COUNTY DRUG TESTING POLICY

### A. DESCRIPTION

This directive outlines the procedures relating to administration of the County's Drug Testing Policy.

### B. POLICY

The County cannot condone the use of illicit drugs or the abuse of legal drugs or alcohol. With the abuse of legal drugs or alcohol, constructive disciplinary measures may be utilized to provide motivation to seek assistance. Normal County benefits, such as sick leave and the group medical plan, are available to give help in the rehabilitation process. However, the sale, purchase, transfer, use or possession of illegal drugs or drugs which have not been legally obtained by the employees is prohibited. Arriving for work under the influence of drugs or alcohol to the extent that job performance is adversely affected is also prohibited. In such cases, disciplinary action, up to and including termination, is warranted and will be imposed.

It is the intent of the County, however, to encourage and assist such employees in treatment or rehabilitation whenever appropriate.

Urine testing of employees can be an effective means by which to identify those in need of counseling, treatment or disciplinary action. The urine-testing program is intended to supplement, not replace, other means by which the use of drugs and alcohol can be detected.

### C. PROCEDURE

1. Testing of employees shall be conducted only under the following circumstances:
  - A. When an employee's supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a prudent supervisor to suspect that the employee is on drugs or alcohol (e.g., slurred speech, alcohol on breath, inability to walk a straight line, etc.).
  - B. When an employee is found in possession of suspected illicit drugs or alcohol or when suspected illicit drugs or alcohol are found to have been bought.
  - C. Following a serious accident or incident on the job where, in either case, safety precautions were violated or unusually careless acts on the job were performed.

- D. As a part of a routine twelve (12) months testing program instituted as a result of prior drugs or alcohol related disciplinary penalties against the employee.
  - E. Routinely to all job applicants to whom a job offer is being considered within the bargaining unit.
2. An employee ordered to submit for testing shall be informed of the underlying reasons why he is being ordered to submit the specimen. In situations covered by collective bargaining agreements, individuals shall have the right of Steward representation consistent with the applicable collective bargaining agreement. The reasons shall be documented in writing prior to the test results being known with a copy furnished to the employee within forty-eight (48) hours. If the employee refuses or fails after a three hour period to submit to testing, he shall be informed that this refusal constitutes failure to obey a direct order and that this is grounds for termination.
3. The supervisor requesting the test shall fill out the designated Form A.
4. For urine testing, the urine specimen shall be obtained from the employee as follows:
- A. The employee shall be escorted to the bathroom or other appropriate area (Med-1).
  - B. The supervising officer (or designated medical personnel) shall hand the employee the specimen bottle, labeled with the employee's name, the date, name of staff witness, and any other relevant identifying information. This information shall be typed or written in indelible ink.
  - C. The supervising officer (or designated medical personnel) shall personally watch the employee to insure that the employee submits an unadulterated urine specimen in the specimen bottle provided, by witnessing the employee urinate into the bottle or take other precautions. The foregoing shall be conducted by staff of the same sex, in private, and outside the presence of other employees if conducted within County facilities. Employees will be required to indicate to the Employer the types of prescribed or over the counter drugs they are taking prior to the test.
  - D. If the employee is unable to provide a urine specimen immediately, he shall be detained until he is able to provide a urine specimen. Employees unable to provide a specimen within three (3) hours of being ordered to do so shall be considered to be refusing to submit the specimen.
  - E. After the bottle is filled, the supervising officer (or designated medical personnel) must not lose sight of it or compromise such other precautions as may have been taken until he obtains it from the employee.

For the testing of alcohol, an alternative method of testing (e.g., breathalyzer or blood sample) will be utilized.

5. The officer or designated medical personnel witnessing the test by the employee shall then make the appropriate notation on the designated Form A. If the employee is unable within three (3) hours of being ordered or if the employee refuses to submit to the test, this fact shall be noted on Form A.
6. The urine specimen shall be forwarded to a contract laboratory for testing and process as follows:
  - A. The specimen shall be placed in a secured freezer, if it is not to be tested immediately. All persons handling the specimen shall make an appropriate notation on Form A. The number of persons handling the specimen should be minimized.
  - B. For applicants to positions within the bargaining unit, the Enzyme Multiplied Immunoassay Technique (EMIT) shall be performed. In the event that the test is positive, an applicant may request at applicant's cost the sample be tested using the Gas Chromatography/Mass Spectrometry (GC/MS) method. If this test is negative, the applicant will be reimbursed.  
  
For all tests, the lab shall be instructed:
    - 1) To freeze all specimens yielding positive results.
    - 2) To return the Form A, the Lab Report and any printouts showing positive results.
  - C. For employees, the EMIT test shall first be performed and if positive results obtained, confirmatory testing using the GC/MS test shall be performed.
7. Reporting of results: Form A, together with all printouts of positive results and any lab reports, shall be forwarded to the County Administrator who will be responsible for interviewing the employee regarding the results.

D. CONFIDENTIALITY

The County Administrator will be designated to receive any positive reports. He will notify medical and other members of the County strictly on a need-to-know basis.

No laboratory reports or test results shall appear in a personnel folder. Information of this nature will be included in the medical file with a marker to appear on the inside cover of the personnel folder to show that this information is contained elsewhere.

E. USE OF RESULTS

1. The detection of the use of any illegal drug may be grounds for immediate dismissal. The employee, however, should have every opportunity to explain the presence of any drug in his system, and if need be, substantiate his explanation with medical evidence.

2. Obviously, the presence of a drug such as phencyclidine (PCP) is self-explanatory. However, the use of prescribed drugs could be an indication of a possible health problem and a close look will be given to the employee's job responsibilities and whether the use of these drugs poses a potential hazard to himself, his fellow employees or the general public.
3. In keeping with County policy, every effort should be made to assist the employee to deal with his problem. However, if this fails or if it is obviously inappropriate given the nature of the drug usage and the employee's position, the appropriate disciplinary action shall be instituted.