

**ORIGINAL FOR EXECUTION**  
7/24/2009

**AGREEMENT**

**Between**

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

**-and-**

**GOVERNMENTAL EMPLOYEES LABOR COUNCIL,  
BARRY COUNTY CORRECTIONS DIVISION**

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

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>	<u>SPECIFIC TOPICS</u>
1	1	Recognition
2	2	Agency Security
3	3	Union Dues, Initiation Fees or Service Charges
4	3	Rights of the Board and the Sheriff
5	4	Salaries
6	5	Grievance Procedures
7	8	Discharge and Discipline
8	11	Hours of Work and Overtime
9	13	Seniority
10	16	Lay Offs
11	18	Work by Non-Bargaining Unit Employees
12	18	Leaves of Absence
13	22	Sick Pay
14	23	Vacations
15	25	Holidays
16	28	Workers' Compensation Insurance
17	28	Longevity Pay
18	29	Hospital - Medical Insurance
19	34	Life Insurance
20	34	Paid Disability Insurance
21	35	Miscellaneous
22	39	Pension
23	39	Strikes and Illegal Activity
24	40	Severability Provision
25	40	Bargaining Relationship
26	40	Uniform Allowance
27	40	Union Stewards
28	41	Waiver
29	42	Duration, Termination and Modification of this Agreement

**AGREEMENT**

This Agreement made and entered into this 9<sup>th</sup> day of June, 2009, by and between the Barry County Board of Commissioners and the Sheriff of Barry County, hereinafter called the "Employer," and the Governmental Employees Labor Council, Barry County Corrections Division, hereinafter designated the "Union."

**W I T N E S E T H:**

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 1**

**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 the 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.

**Section 3.** The Employer shall make available to each employee covered by this Agreement a copy of the labor agreement.

## **ARTICLE 2**

### **AGENCY SECURITY**

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

**Section 2.** 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 this Agreement commencing on the thirty-first (31st) 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 limit and receipt of written notice of that fact from the Union. The Union will indemnify, defend and hold the Employer harmless in any suit, claim or other action instituted against the Employer on account of the application 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 3**

#### **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 and render the Employer harmless against any liabilities for claims resulting from deduction of dues made in accordance with this Article.

### **ARTICLE 4**

#### **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 or 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 5**

### **SALARIES**

Effective January 1, 2009, the salary schedule set forth in Appendix "A" attached hereto and by this reference made a part hereof, shall remain in full force and effect. Beginning January 1, 2009, wages will increase by 1%, retroactive to January 1, 2009 for employees employed upon the date of ratification of this contract. Beginning July 1, 2009, wages will be increased by 1%. Beginning January 1, 2010, wages will increase by 1%. Beginning July 1, 2010, wages will be increased by 1%. Beginning January 1, 2011, wages will increase by 1%. Beginning July 1, 2011, wages will be increased by 1%.

## ARTICLE 6

### 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) 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) 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) days, submit the matter to the Sheriff who shall give a written answer within five (5) 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 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 30 calendar days of the receipt of the grievance. The Employer shall give a written answer within ten (10) days after meeting. The Labor Council Field 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 fifteen (15) calendar days after such disposition by the Grievance Board, to binding arbitration. 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 considered 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 letters of reprimand, et cetera, 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.** Policy grievances by the Union may be submitted directly to the Second Step within fifteen (15) days of the time it knew or should have known of the occurrence.

**Section 8.** Time limits at any step of the grievance procedure may be extended only by 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 9.** An aggrieved person may withdraw further consideration of a grievance at any stage of the procedure.

**Section 10.** Days referred to in this Article shall be Monday through Friday, excluding Saturdays, Sundays and Holidays.

**Section 11. 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 7**

### **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 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 of the Sheriff's Department as it relates to the complaint. Refusal to answer such questions may result in disciplinary action, including discharge.

**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.

**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 two (2) years 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 (5th) 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 of 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.

**Section 13.** Corrections Sergeants will only be able to recommend discipline to the Jail Administrator or other command officer.

## **ARTICLE 8**

### **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.**

A. The regular, contracted-for work day for full time Non-Correction Officer employees shall consist of eight (8) hours of work for a five (5) day work week. Employees shall be paid for working the hours at the rates hereinafter provided in Appendix "A".

A Non-Correction employee covered by this Agreement who is required by the Sheriff to work time in excess of eight (8) hours per day or eighty (80) hours during a given pay period will receive additional pay at time and one-half his hourly rate for all such hours. This overtime work must be scheduled by the Sheriff, Undersheriff or a supervisor

specifically so authorized by Sheriff, if it is to result in additional compensation; providing, however, that employees shall be paid for all hours of work they are required to remain at work.

B. The regular, contracted-for work day for full time Correction Officer employees shall consist of eight (8), ten (10), or twelve (12) hours of work for a three (3), four (4), or five (5) day work week. Employees shall be paid for working the hours at the rates hereinafter provided in Appendix "A".

A Correction employee covered by this Agreement who is required by the Sheriff to work time in excess of eight (8) hours per day, ten (10) hours per day, or twelve (12) hours per day, depending on their assigned shift, or eighty (80) hours during a given pay period will receive additional pay at time and one-half his hourly rate for all such hours. This overtime work must be scheduled by the Sheriff, Undersheriff or a supervisor specifically so authorized by Sheriff, if it is to result in additional compensation; providing, however, that employees shall be paid for all hours of work they are required to remain at work.

**Section 3.** The Employer reserves the right to establish shift starting and quitting times, including an eight (8) hour shift for Non-Command Officer employees, and ten (10) hour and/or twelve (12) hour shift or any combination thereof for Correction Officer employees. The Union will be notified one 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 in conformity with Command Officers, schedules and work conditions as approved by the Sheriff or his designee. Each employee shall be allowed to accumulate up to and including 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 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.

**Section 8.** Any employee covered by this Agreement who is required to remain at his post during his full eight (8) hour shift shall be furnished a meal by the Employer.

## **ARTICLE 9**

### **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 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 be considered for promotion provided the employees under consideration have the skill and ability to perform the work and are the best qualified. In determining the skill and ability and best qualified, the Employer shall have the right to consider the following factors:

- (a) Ability to perform the work
- (b) Review board recommendations
- (c) Prior satisfactory experience
- (d) Test results on written or oral tests 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 position 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 (31st) 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.
- (h) He is permanently promoted or transfers out of the bargaining unit for one year.

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

**Section 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 10**

### **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 working in that classification.

**Section 2. Order of Lay Off.** Lay off of employees within a classification shall be made by inverse order of their classification seniority.

"Classification" for purposes of this Agreement shall mean the following groups:

Corrections  
Clerk/Typists  
Mechanics  
Cooks

In cases of lay off, the laid off or bumped employee may bump into another classification provided there is an employee in the classification with less departmental seniority and provided the bumping employee has the qualifications, skill and ability to perform the job without training.

**Section 3. Notice of Lay Off.** The Sheriff shall give written notice to the employee and Union of any proposed lay off. Such notice shall be submitted at least one 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 lay off, employees will be recalled in inverse order of lay off. 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, if not prohibited by the insurance carriers, unless the employee obtains comparable life and health insurance from other employment or through his spouse. 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 11**

### **WORK BY NON-BARGAINING UNIT EMPLOYEES**

Non-bargaining unit employees may perform work covered by this Agreement on a non-overtime basis provided that it does not result in a reduction in the regular contracted-for work week of full-time bargaining unit employees.

Non-bargaining unit employees may perform work covered by this Agreement on an overtime basis provided that the overtime work has first been offered to all available unit members in the job classification that regularly performs the needed operation or other job classifications who have the qualifications, skill and ability to perform the work without training.

## **ARTICLE 12**

### **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.

**Section 2. Extended Sick Leave.** An employee with seniority shall be granted a leave of absence without pay for up to one year 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 or sick leave time after 30 days. 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 pre-requisite 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 physician mutually chosen by the parties. The expense of such independent opinion shall be paid in equal shares by the Employer and the employee.

**Section 3. Personal Business Leave.** An employee with seniority shall have the right to make written application for 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 a 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. 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 13**

### **SICK PAY**

**Section 1.** All full time unit employees shall be allowed sick leave with pay at the rate of nine (9) days in each calendar year of his employment. Each such employee shall be credited with nine (9) sick leave days 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 Employer 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 or is terminated by 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 has earned in that year. After the employee has used all the sick leave he has earned in that year, he may use the unused sick leave credits he 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 14**

### **VACATIONS**

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

Seniority	Vacation Period	Vacation Pay
1 year or more	2 weeks	80 hours
5 years or more	3 weeks	120 hours
10 years or more	4 weeks	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 on 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 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 any 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 day's vacation will be allowed for the holiday.

## **ARTICLE 15**

### **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

In addition, each full-time employee will have the right to five (5) days (40 hours) off with pay ("paid days") for each calendar year of the contract. Effective January 1, 2009,

employee will have six (6) paid days (48 hours). Effective January 1, 2010, employees will have seven (7) paid days (56 hours). Effective January 1, 2011, employees will have eight (8) paid days (64 hours).

The following procedures shall be applicable to paid days:

1. Not more than one employee per shift shall be allowed to take a paid day on any one given day.
2. Each paid day must be taken at least five (5) work days apart unless otherwise agreed to by the Employer.
3. Employees shall notify the Employer in writing at least ten (10) days prior to the date desired for their paid days. The Employer will promptly notify the employee if the date desired is available.

Any unused personal leave days may be cashed out by January 31 of each year.

**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) Corrections Officers and Cooks normally are scheduled to work irrespective of holidays. If a full-time unit employee is scheduled to work and does work on a recognized holiday, he shall receive the equivalent of two and one-half 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, based on the employee's regular schedule, a) eight (8) hours' holiday pay plus four (4) hours of compensatory time off, or b) ten (10) hours' holiday pay plus five (5) hours of compensatory time off, or c) twelve (12) hours' holiday pay plus six (6) hours of 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 a compensatory day off (8 hours) at a time mutually convenient to both the employee and the Employer. Instead of granting a compensatory day off the Employer may substitute pay for the compensatory day 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.** If the road patrol deputies' bargaining unit receive their proposed holiday pay language during negotiations/Act 312 arbitration for its 2006 -2007 contract, this unit shall receive it as well during the term of this contract which expires on December 31, 2007.

## **ARTICLE 16**

### **WORKERS' COMPENSATION INSURANCE**

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job and sickness claims when such claims are due and owing. 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 17**

### **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 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. An employee eligible for longevity pay who is on an approved unpaid leave of absence is eligible to receive longevity pay prorated for each entire month worked prior to beginning the unpaid leave. Such employees shall receive their longevity payments on the first pay day in December.

**ARTICLE 18**

**HOSPITAL - MEDICAL INSURANCE**

**Section 1.**

A. Health Insurance Program. Effective as soon as possible after the execution of this 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 Appendix "B" are implemented, the Employer agrees to pay the premium for eligible full-time employees for hospitalization coverage outlined in Appendix "B" 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.

Premium costs for eligible part-time employees shall be prorated in accordance with the hours worked.

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. The Union shall receive prior written notice and may grieve the issue of comparable coverage. 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. Reimbursement.** The Employer agrees to reimburse employees covered by the benefits described in Section 1 above pursuant to the Barry County Medical Reimbursement Plan.

**Section 3. 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) that the employee is eligible to receive, provided that in no event shall the bi-weekly payments be less than Thirty-Seven Dollars and Fifty Cents (\$37.50).

Effective January 1, 2007, if both spouses are employed with the employer, there shall not be any payment in lieu of health 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 4. 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:

Employee's Years of Service	Employer Monthly Contribution
25 or more	up to \$185.00
15-25	up to \$130.00
10-15	up to \$ 90.00
less than 10	0

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 Sections 1 and 2 of this Article 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."

It is further agreed and understood that the Employer's responsibility for health insurance coverage to a retired member who is eligible for other health insurance coverage, either through his own employment or that of his spouse, is limited to paying the amount for single subscriber health insurance coverage or the applicable Employer monthly contribution set out above, whichever is less.

If comparable health insurance is available to a retiree through other employment or his/her spouse, the employer has no obligation to provide health care coverage. If retiree loses their insurance from other employment or his/her spouse, the retiree can have the health care coverage reinstated. Employer may require verification of other insurance coverage.

**Section 5.** 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 6.** The Employer shall maintain a dental/optical/hearing insurance account for each employee covered 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 Dollars (\$425.00). 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 insurance upon completion of six (6) months service.

## **ARTICLE 19**

### **LIFE INSURANCE**

**Section 1.** Life insurance coverage will be \$17,000 and accidental death and dismemberment insurance will be \$34,000 (\$17,000 life plus \$17,000 accidental death and dismemberment).

## **ARTICLE 20**

### **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. Employees are entitled to paid

disability insurance upon completion of six (6) months' service. Benefits shall be limited as defined in the insurance policy:

- A. Benefits to commence on the 8th day of illness, sickness or injury (one week waiting period).
- B. Benefit period to be limited to not more than 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. If applicable, leave will be assessed as Family and Medical Leave. The employee must comply with all notice and verification provisions required under the plan.

## **ARTICLE 21**

### **MISCELLANEOUS**

**Section 1. Notification.** 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. Special Conferences.** Special conferences 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 Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda, unless both parties agree to include other items. Up to two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings. Conferences shall be held on a week day.

**Section 3. 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 4. Humanitarian Clause.** Should an employee covered by this Agreement become disabled to the extent that he/she cannot perform his/her regular job, the Employer will endeavor to place the employee in a vacant position in the bargaining unit that he/she is able to perform with the required skills, ability and qualifications.

**Section 5. Tuition Reimbursement.** The Employer will assist in tuition reimbursement for college credit courses or job-related training which lead to improvement in knowledge and/or skills in the employee's present job as determined and approved by the Sheriff and the Board of Commissioners 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/program up to a maximum of \$400 per year for courses/programs completed in a twelve (12) month period provided:
  - (a) A Tuition Reimbursement Form is submitted which includes a course/program description and is approved by the Sheriff and the Board of Commissioners prior to enrollment in a particular course/program.
  - (b) After successful completion of the course/program, 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/program.

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 (or credit in a credit/non credit course) in the completed course or proof of attendance at the program.

Tuition Reimbursement transactions must be completed within ninety (90) days from the completion date of the class/activity.

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 or deducted from the last paycheck if the employee voluntarily terminates employment within one (1) year of the date the employee received the tuition reimbursement.

**Section 7. Gender.** Whenever the male gender is used in this agreement the female gender shall be equally presumed and vice versa.



## **ARTICLE 22**

### **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).

Employees' contribution toward retirement, which is 6.33%, shall be reduced by one percent (1%) to 5.33% effective the first of the month after the contract is executed by both parties in 2006 or when administratively possible. However, notwithstanding any contrary provision, the employee contribution shall increase by one percent (1%) if the cost to the Employer goes up one percent (1%) or more beyond 13.12% as determined by MERS or an actuarial study.

Effective as possible after ratification by both parties, the pension will be changed to add the E-2 benefit. The Employer shall be responsible for paying 3% toward the E-2 benefit, with the Employee contributing the balance of the cost through payroll deduction.

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

## **ARTICLE 23**

### **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 reasonably assigned 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.

## **ARTICLE 24**

### **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 25**

### **BARGAINING RELATIONSHIP**

**Section 1.** There are no understandings or agreement which are binding on, either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union.

## **ARTICLE 26**

### **UNIFORM ALLOWANCE**

**Section 1.** The Employer will furnish all uniforms and cleaning excluding shoes. Jackets will be furnished for Corrections Officers.

**Section 2.** The Employer retains the right to prescribe the dress code for all members of the department.

## **ARTICLE 27**

### **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 28**

### **WAIVER**

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted hereunder or otherwise.

**ARTICLE 29**

**DURATION, TERMINATION AND MODIFICATION OF THIS AGREEMENT**

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

IN WITNESS WHEREOF, the parties have set their hands and seals this 28 day of July, 2009.

GOVERNMENTAL EMPLOYEES LABOR COUNCIL,  
BARRY COUNTY CORRECTIONS DIVISION

BY:

WV POLC  
James [Signature]  
[Signature]

BARRY COUNTY BOARD OF COMMISSIONERS

BY:

[Signature]

SHERIFF OF BARRY COUNTY

BY:

[Signature]

**LETTER OF AGREEMENT**  
between the  
**GOVERNMENTAL EMPLOYEES LABOR COUNCIL,  
BARRY COUNTY CORRECTIONS DIVISION AND THE  
BARRY COUNTY BOARD OF COMMISSIONERS AND THE  
SHERIFF OF BARRY COUNTY**

The following will be inserted in the Rules and Regulations; part 1;

Nothing shall preclude the Sheriff from taking appropriate disciplinary action for conviction, plead guilty or nolo contendere to a misdemeanor.

IN WITNESS WHEREOF, the parties have set their hands and seals this 28 day of July, 2009.

GOVERNMENTAL EMPLOYEES LABOR COUNCIL,  
BARRY COUNTY CORRECTIONS DIVISION

BY:

W.K. Pollock  
[Signature]  
[Signature]

BARRY COUNTY BOARD OF COMMISSIONERS

BY:

[Signature]  
[Signature]

SHERIFF OF BARRY COUNTY

BY:

[Signature]

**LETTER OF UNDERSTANDING  
BY AND BETWEEN THE  
BARRY COUNTY BOARD OF COMMISSIONERS AND  
THE SHERIFF OF BARRY COUNTY AND  
THE GOVERNMENTAL EMPLOYEES LABOR COUNCIL**

This LETTER OF UNDERSTANDING is entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, between the BARRY COUNTY BOARD OF COMMISSIONERS and the SHERIFF OF BARRY COUNTY (referred to as the "Employer"), and the GOVERNMENTAL EMPLOYEES LABOR COUNCIL ("Union"),

For and in consideration of the mutual covenants hereinafter contained, IT IS AGREED between the parties as follows:

The Employer and the Union recognize that 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 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:

- A. The Committee shall be comprised of two (2) representatives each from the Employer and the Union, and two (2) representatives from each other Employer bargaining units.
- B. The Committee shall meet during working hours with no loss of pay at mutually agreed upon times between the Employer and the Union.
- C. The Committee shall recommend to the Union, the Employer and the other bargaining units for their consideration and possible ratification, during the term of this Agreement, ending December 31, 2007, what health care cost

containment options are available with the cost savings to the Employer and the employees.

D. Surveys may be conducted among the members of the bargaining units as determined by the Health Care Cost Containment Committee or the Employer.

E. Any medical-related information must be maintained and used in accordance with State and Federal laws and regulations, including HIPAA.

IN WITNESS WHEREOF, the parties have set their hands and seals this 12 day of July, 2009.

GOVERNMENTAL EMPLOYEES LABOR COUNCIL,  
BARRY COUNTY CORRECTIONS DIVISION

BY: USK POLE  
Janis [Signature]  
[Signature]

BARRY COUNTY BOARD OF COMMISSIONERS

BY: [Signature]

SHERIFF OF BARRY COUNTY

BY: [Signature]

## APPENDIX A

### CORRECTIONS DIVISION WAGES

	1/1/09	7/1/09	1/1/10	7/1/10	1/1/11	7/1/11
Master Mechanic	20.02	20.22	20.42	20.62	20.83	21.04

	1/1/09	7/1/09	1/1/10	7/1/10	1/1/11	7/1/11
Mechanic - 2 year	16.58	16.75	16.92	17.09	17.26	17.43
Mechanic - 1 year	15.68	15.84	16.00	16.16	16.32	16.48
Mechanic - 6 mo.	14.97	15.12	15.27	15.42	15.57	15.73
Mechanic - start	14.17	14.31	14.45	14.59	14.74	14.89

	1/1/09	7/1/09	1/1/10	7/1/10	1/1/11	7/1/11
Clerk Typist - 2 yr	12.83	12.96	13.09	13.22	13.35	13.48
Clerk Typist - 1 yr	12.27	12.39	12.51	12.64	12.77	12.90
Clerk Typist -6 mo.	11.71	11.83	11.95	12.07	12.19	12.31
Clerk Typist - start	11.17	11.28	11.39	11.50	11.62	11.74

	1/1/09	7/1/09	1/1/10	7/1/10	1/1/11	7/1/11
Corr. Officer - 3 year	19.56	19.76	19.96	20.16	20.36	20.56
Corr. Officer - 2 year	17.74	17.92	18.10	18.28	18.46	18.64
Corr. Officer - 1 year	16.77	16.94	17.11	17.28	17.45	17.62
Corr. Officer - 6 month	16.29	16.45	16.61	16.78	16.95	17.12
Corr. Officer - Start	15.78	15.94	16.10	16.26	16.42	16.58

	1/1/09	7/1/09	1/1/10	7/1/10	1/1/11	7/1/11
Head Cook	13.34	13.47	13.60	13.74	13.88	14.02

	1/1/09	7/1/09	1/1/10	7/1/10	1/1/11	7/1/11
Cook/Custodian - 3 year	12.95	13.08	13.21	13.34	13.47	13.60
Cook/Custodian - 2 year	12.16	12.28	12.40	12.52	12.65	12.78
Cook/Custodian - 1 year	11.41	11.52	11.64	11.76	11.88	12.00
Cook/Custodian - 6 month	11.15	11.26	11.37	11.48	11.59	11.71
Cook/Custodian - Start	10.62	10.73	10.84	10.95	11.06	11.17

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



**APPENDIX B**  
**2009 HEALTH INSURANCE PLANS**

<b>PLAN:</b>		<u>1 Person</u>	<u>2 Person</u>	<u>Family</u>	<u>Cont. Rider</u>
PPO1 (100%):	Monthly Premium	479.07	1,077.90	1,293.51	239.56
\$10/\$40 Rx Closed Formulary	Employee Per Pay Pd. Contribution	<b>42.25</b>	<b>95.06</b>	<b>114.06</b>	<b>110.57</b>
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	<b>23.04</b>	<b>51.83</b>	<b>62.18</b>	<b>100.95</b>
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	<b>18.98</b>	<b>52.58</b>	<b>61.10</b>	<b>98.93</b>
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	<b>8.99</b>	<b>29.60</b>	<b>33.62</b>	<b>93.93</b>
Office Visit & Chiropractor \$30	Employee Annual Cost	233.74	769.60	874.12	2,442.18
Urgent Care \$35					
ER \$75					

N:\Client\Barry\Negs\GELC - Corrections\2009\2009-2011 Corrections CBA FINAL v1.wpd