

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**SHERIFF OF THE COUNTY OF BERRIEN**

**and**

**THE COUNTY OF BERRIEN**

**-and-**

**POLICE OFFICERS LABOR COUNCIL**

**Effective: January 1, 2010 through December 31, 2012**



## TABLE OF CONTENTS

ARTICLE 1	RECOGNITION.....	1
Section 1.	Collective Bargaining Unit.....	1
Section 2.	Reference to Gender.....	1
ARTICLE 2	UNION REPRESENTATION.....	1
Section 1.	Bargaining Committee.....	1
Section 2.	Union Grievance Committee.....	2
Section 3.	Access.....	2
ARTICLE 3	UNION SECURITY.....	2
Section 1.	Union Membership.....	2
Section 2.	Payroll Deduction.....	2
Section 3.	Hold Harmless Provision.....	3
ARTICLE 4	MANAGEMENT RIGHTS.....	3
Section 1.	Rights.....	3
ARTICLE 5	GRIEVANCE AND ARBITRATION PROCEDURE.....	4
Section 1.	Definitions.....	4
Section 2.	Non-grievable Matters.....	4
Section 3.	Grievance Procedure.....	4
Section 4.	Arbitration.....	5
Section 5.	Selection of Arbitrator.....	5
Section 6.	Arbitrator's Powers.....	6
Section 7.	Grievance Investigation.....	7
Section 8.	Time Limits.....	7
Section 9.	Released Time for Grievance Processing.....	7
Section 10.	Grievance Settlements.....	7
Section 11.	Election of Remedies.....	7
ARTICLE 6	PROHIBITIONS.....	8
Section 1.	Interruption of Services.....	8
Section 2.	No Strike.....	8
Section 3.	No Lockout.....	8
Section 4.	Penalties.....	8
ARTICLE 7	SENIORITY.....	8
Section 1.	Definition of Seniority.....	8
Section 2.	Probationary Period.....	8
Section 3.	Loss of Seniority.....	9
Section 4.	Seniority List.....	9
ARTICLE 8	PROMOTIONS AND TRANSFERS.....	9
Section 1.	Promotion Procedures.....	9
Section 2.	Permanent Transfers.....	11
Section 3.	Temporary Transfers.....	11
Section 4.	Transfer of Non-Bargaining Unit Position.....	12
ARTICLE 9	LAYOFF AND RECALL.....	12
Section 1.	Layoffs.....	12
Section 2.	Elimination of Police Contract Service.....	12
Section 3.	Recall.....	13
ARTICLE 10	HOURS OF WORK AND OVERTIME.....	13
Section 1.	Work Period.....	13
Section 2.	Overtime, Call-In Time and Court Time.....	13
Section 3.	Work Schedule.....	14
Section 4.	Medical Services Department.....	15
ARTICLE 11	LEAVES OF ABSENCE.....	15
Section 1.	Personal Leave of Absence Without Pay.....	15
Section 2.	Family and Medical Leave.....	16
Section 3.	Paid Sick Leave.....	16
Section 4.	Workers' Compensation Supplement.....	17
Section 5.	Bereavement Leave.....	17
Section 6.	Military Leave.....	18
Section 7.	Union Leave.....	18

ARTICLE 12	HOLIDAYS.....	18
Section 1.	Holidays.....	18
Section 2.	Personal Leave Day.....	19
Section 3.	Holiday Eligibility.....	19
ARTICLE 13	VACATION.....	20
Section 1.	Vacation Eligibility.....	20
Section 2.	Vacation Benefits.....	20
Section 3.	Vacation Scheduling.....	20
Section 4.	Vacation Pay Upon Separation.....	20
Section 5.	Holiday During Vacation.....	20
Section 6.	Vacation Accumulation.....	21
ARTICLE 14	WAGES.....	21
Section 1.	Wages and Job Classifications.....	21
Section 2.	Salary Steps.....	21
Section 3.	Pay Upon Promotion.....	22
Section 4.	Part-Time Deputies.....	22
Section 5.	Part-Time Court Security and Transport Employees.....	22
ARTICLE 15	INSURANCE PROGRAMS.....	23
Section 1.	Hospitalization Insurance.....	23
Section 2.	Life Insurance.....	23
Section 3.	Continuation/Termination of Insurance Coverage.....	24
Section 4.	Health Care Insurance For Retirees.....	24
Section 5.	Dental and Vision Reimbursement.....	24
ARTICLE 16	RETIREMENT PLAN.....	26
Section 1.	Membership.....	26
Section 2.	Pension Plan.....	26
ARTICLE 17	MISCELLANEOUS.....	27
Section 1.	Uniform Allowance.....	27
Section 2.	Dry Cleaning and Laundering.....	27
Section 3.	Equipment Maintenance.....	27
Section 4.	Air-Conditioned Vehicles.....	28
Section 5.	Training and Schooling.....	28
Section 6.	Bulletin Boards.....	28
Section 7.	Job Postings.....	28
Section 8.	Copies of Agreement.....	28
Section 9.	Rules and Regulations.....	29
Section 10.	Severability.....	29
Section 11.	Waiver.....	29
Section 12.	Non-discrimination.....	29
Section 13.	Professional Liability Insurance.....	29
Section 14.	Special Conferences.....	30
Section 15.	Disciplinary Sunset.....	30
Section 16.	Administrative Sergeant.....	30
Section 17.	Part-time Personnel Guarding Work Crews.....	31
Section 18.	Light Duty Assignments.....	31
ARTICLE 18	DURATION.....	31
Section 1.	Duration.....	31
APPENDIX A	.....	A
APPENDIX B	.....	C

## COLLECTIVE BARGAINING AGREEMENT

This Agreement effective January 1, 2010, at St. Joseph, Michigan by and between the COUNTY OF BERRIEN and the SHERIFF of the COUNTY OF BERRIEN, hereinafter referred to as the "Employer," and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "Union."

### ARTICLE 1

#### RECOGNITION

**Section 1. Collective Bargaining Unit.** The Employer recognizes the Union as the exclusive bargaining representative for the following unit of employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and all other terms and conditions of employment:

All full-time employees of the Department, but excluding the Sheriff, Undersheriff, Chief Deputy, Captains, Lieutenants, Animal Control Officers, all office and clerical employees, all food service employees, Court Bailiffs, part-time deputies (defined as those working less than 1,000 hours per calendar year), special deputies, summer marine deputies, and reserve officers.

**Section 2. Reference to Gender.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

### ARTICLE 2

#### UNION REPRESENTATION

**Section 1. Bargaining Committee.**

(a) For purposes of collective bargaining with the Employer, the Union shall be represented by a Bargaining Committee consisting of not more than four (4) bargaining unit employees, including the Unit Chairman, which shall be elected by the Membership; three (3) of whom may serve as such, without loss of pay or benefits.

(b) The Union may have one (1) non-employee representative, and legal counsel if deemed necessary by the Union, present at bargaining meetings held between the Union and the Employer to assist the Bargaining Committee in its functions.

(c) The Union shall designate to the Sheriff in writing the names of the employees who are members of the Bargaining Committee and shall notify him of any changes in its membership.

**Section 2. Union Grievance Committee.**

(a) In the administration of this Agreement, including administration of the grievance procedure prescribed herein, bargaining unit employees shall be represented by a Union Grievance Committee of no more than three (3) bargaining unit members, including the Unit Chairman. No such members shall function, until the Sheriff has been notified in writing of their names.

(b) The Union may use one (1) non-employee representative in the processing of grievances. If additional non-employee representatives are determined to be necessary by the Union at any STEP in the grievance procedure, notice shall be given to the Employer.

**Section 3. Access.** The non-employee representative referred to in Sections 1(b) and 2(b), above, will be granted admission to the Department during regular working hours to assist in the investigating and processing of grievances, provided notice is given in advance to the Sheriff. In no event shall any such representative interfere with the normal operations of the Department.

**ARTICLE 3**

**UNION SECURITY**

**Section 1. Union Membership.**

(a) **Agency Shop.** All employees in the bargaining unit shall either become and remain members in good standing of the Union or pay a representation fee to the Union in an amount equivalent to the dues uniformly required of membership for the duration of this Agreement.

**Section 2. Payroll Deduction.** Upon receipt of a voluntary written authorization for payroll deduction, the Employer shall deduct from the pay of such employee the dues or

representation fee in the amount certified by the Union to the Employer each January, provided such authorization is received prior to the first day of the payroll period during which deductions are to be made and provided that there are sufficient earnings for such deductions. Once each month the Employer shall forward by check to the designated representative of the Union such sums deducted.

**Section 3.**     **Hold Harmless Provision.** The Union agrees to indemnify and hold the Employer harmless concerning any and all claims made against it concerning the deduction of dues or representation fees, as provided above.

#### ARTICLE 4

##### **MANAGEMENT RIGHTS**

**Section 1.**     **Rights.** It is hereby agreed that the customary and usual rights, powers, functions and authority of management are vested in the Sheriff of Berrien County and the Berrien County Board of Commissioners. These rights include but are not limited to those provided by statutes or law, along with the right to direct, hire, promote, transfer, and assign employees; to investigate, suspend, demote, discharge for just cause or to take other disciplinary action that is necessary to maintain the efficient operation of the department; to increase or decrease the working force; to close or discontinue any or all operations; to determine the work to be performed, the equipment and facilities to be used; to establish and/or change classifications of work and the methods, means and procedures for performing the work; to subcontract work; to make and enforce reasonable rules and regulations relating to personnel policies, procedures and working conditions; to schedule hours and shifts of work, including overtime. It is expressly understood that the Sheriff of Berrien County and the County Board of Commissioners, herein referred to as the Employer, hereby retain and reserve all their inherent and customary rights. The Employer agrees that it will not exercise these rights in violation of any specific provision of the Agreement.

## ARTICLE 5

### GRIEVANCE AND ARBITRATION PROCEDURE

#### **Section 1. Definitions.**

(a) A grievance is defined as a claim of a violation of a provision or of provisions of this Agreement. Any grievance filed shall refer to the provision or provisions of this Agreement alleged to have been violated, and it shall set forth the facts pertaining to such alleged violation(s) and the events giving rise to alleged violations, as well as the relief requested.

(b) Any reference to "days" in this grievance procedure shall be understood to mean "working days," unless otherwise specified. Saturday, Sunday, and recognized Holidays shall not be considered as working days.

(c) A grievance alleging violation of a provision or provisions of this Agreement that affect the bargaining unit as a whole as opposed to the rights of an individual bargaining unit member may be filed by the Union at Step 3 of this Article.

**Section 2. Non-grievable Matters.** The following matters are not subject to the grievance procedure and may not be processed hereunder: 1) discipline involving any probationary employee, 2) the establishment of wage rates of newly created jobs, job descriptions or internal departmental operating procedures, 3) discipline or discharge of any employee who has been convicted of felony or other crimes involving specific intent or moral turpitude, 4) all other actions which are exclusively reserved to management under Article 4.

**Section 3. Grievance Procedure.** All grievances shall be processed in accordance with the following procedures:

**STEP ONE.** Within seven (7) calendar days from the event which caused the grievance, an employee shall discuss the grievance orally with his immediate supervisor. If the aggrieved employee so requests, the supervisor will arrange a convenient time for a meeting with the employee and one (1) representative from the Union Grievance Committee. The supervisor shall give his oral or written reply to the grievant within one (1) working day after such meeting. All settlements must be approved by the Sheriff.

**STEP TWO.** If the dispute is not settled in STEP ONE, it may be presented in written form to the Undersheriff within seven (7) calendar days following the reply in STEP



ONE. Such written form shall include as a minimum the facts upon which the grievance is based, the provision(s) of the Agreement alleged to have been violated, and the relief requested. A STEP TWO meeting shall be held within seven (7) calendar days after the receipt of such grievance. The Employer shall be represented by the Undersheriff and/or other designated management personnel. The Union shall be represented by one or more members of the Union Grievance Committee, and either Party may request the presence of the grievant(s). The Undersheriff will reply in writing to the grievance within seven (7) calendar days following the meeting in STEP TWO.

**STEP THREE.** If the grievance is not satisfactorily settled in STEP TWO, the grievance may be appealed to the Sheriff within seven (7) calendar days following the Undersheriff's answer in STEP TWO. The Sheriff shall meet with one or more members of the Union Grievance Committee to discuss the grievance. This meeting will be held within twenty (20) calendar days, or longer, if mutually agreed to, of the Union's appeal to STEP THREE. Each Party may have one (1) non-employee representative present, in conformance with Article 2, Section 2(b). The Sheriff shall give his decision within ten (10) days following said meeting.

**Section 4. Arbitration.** Within twenty (20) calendar days following receipt of the Employer's answer in STEP THREE the Union may request arbitration on a grievance which is arbitrable. The Sheriff shall be given a written notice of the Union's intent to proceed to arbitration.

**Section 5. Selection of Arbitrator.**

(a) If notice of appeal to arbitration is given under Section 4, above, the Parties shall within ten (10) working days attempt to agree mutually upon an arbitrator. If the Parties are unable to agree upon an arbitrator, then the Union shall request the Federal Mediation and Conciliation Services for a list of seven (7) arbitrators from the State of Michigan.

(b) The fees and expenses of the arbitrator shall be shared equally between the Employer and the Union in the case of a divided award. The Union shall bear this cost of

arbitration, if the grievance is denied, and the Employer shall bear this cost of arbitration, if the grievance is sustained.

**Section 6. Arbitrator's Powers.**

(a) The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall at all times be governed wholly by the terms of this Agreement. He shall have no power or authority to amend, alter or modify this Agreement in any respect. The arbitrator shall have no power to hear any disputes involving the exercise of any of the Employer's reserved and inherent rights not specifically limited by the express terms of this Agreement. It is the intent of the Parties that arbitration shall be used during the life of the Agreement to resolve grievances which arise concerning the express provisions of this Agreement, which reflect the only concessions which the Employer has yielded.

(b) In discipline and suspension cases the arbitrator may order that the disciplinary action or suspension be rescinded or modified and that a suspended employee be reinstated with full, partial or no payment of back wages and fringe benefits or, within the limitations of this Agreement, the arbitrator shall have the authority to award the remedies which the arbitrator considers appropriate to the circumstances and which are not contrary to any provision of this Agreement.

(c) The arbitrator may not modify any discharge penalty unless he / she determines by a preponderance of the evidence that such discharge violates an express or written provision of this Agreement. The parties agree that any such modification of any discharge must be supported by express written findings of fact and conclusion and that the arbitrator's failure to so justify the modification shall render his / her decision appealable in a court of law. If either party appeals an arbitrator's decision and such appeal is denied, that party shall pay to the prevailing party its reasonable fees incurred in defending such appeal.

(d) The arbitrator's decision on an arbitrable matter within his jurisdiction shall be final and binding upon the Union, employees, and the Employer; provided, however, that either Party reserves its lawful remedies, if the arbitrator in his decision exceeds his jurisdiction, or if the decision results from fraud or other improper means.

**Section 7. Grievance Investigation.** A grievance may be presented in accordance with the grievance procedure. The investigation, discussion and settlement of a grievance shall be done outside of working hours, unless the parties agree that it is necessary to investigate, discuss or settle a particular grievance during working hours. No employee shall leave his work station for the purpose of presenting or processing a grievance without first obtaining permission of his immediate supervisor.

**Section 8. Time Limits.** If any steps or action by the Union provided for in the grievance and arbitration procedure are not taken or appeals herein provided for are not taken or filed, or notice is not given within the time limit specified, then the grievance shall be deemed final and settled on the basis of the Employer's last reply. If the Employer's reply is not timely given at any stage of the above procedure, then the Union may appeal the grievance to the next step in the grievance procedure. Any of the time limits set forth herein may be extended by mutual agreement of both Parties in writing.

**Section 9. Released Time for Grievance Processing.** Any employee who is required to attend a joint Employer-Union grievance meeting during his scheduled working hours shall suffer no loss of pay for his attendance.

**Section 10. Grievance Settlements.** All grievance settlements shall be reduced to writing and signed by the authorized representative(s) of the Parties. All settlements must be approved by the Sheriff, and if the grievance concerns monetary or economic matters, it must also be approved as a budget matter.

**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, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through the grievance procedure provided for in this Agreement.

## ARTICLE 6

### PROHIBITIONS

**Section 1. Interruption of Services.** The Union agrees that during the term of this Agreement there shall be no interruption of services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, nor shall they picket the Sheriff's Department property in any manner.

**Section 2. No Strike.** The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere with the services of the Employer.

**Section 3. No Lockout.** During the life of this Agreement the Employer shall not cause, permit or engage in any lockout of its employees.

**Section 4. Penalties.** The Employer retains the right to discipline or discharge any employee proven to have participated in any strike or stoppage, as described in Sections 1 and 2, above.

## ARTICLE 7

### SENIORITY

**Section 1. Definition of Seniority.** Departmental Seniority shall be defined as the length of the employee's continuous service with the Department, dating from the employee's last date of hire, or date of transfer into the bargaining unit, whichever is later. Such seniority shall become effective upon the completion of the probationary period. Classification and rank seniority shall be defined as the length of continuous service in a classification or rank commencing on the date of entry into that classification or rank.

**Section 2. Probationary Period.** All new employees and employees who have been rehired after loss of seniority in accordance with the terms of this Agreement shall be considered probationary employees for the first twelve (12) months after hiring or rehiring, during which period they may be discharged, disciplined or suspended without regard to the provisions of this Agreement and without recourse to the grievance procedure.

**Section 3. Loss of Seniority.** Seniority shall be broken and employment terminated when an employee:

- (a) Quits.
- (b) Is discharged for just cause.
- (c) Is absent for three (3) workdays without notifying the Department of the reason for his absence and without subsequent permission from the Department to be absent; provided, however, that permission will not be unreasonably withheld.
- (d) Accepts other employment while on a leave of absence without prior written approval from the Sheriff.
- (e) Fails to report for work at the termination of an authorized leave of absence without prior written permission from the Sheriff.
- (f) Is on layoff for a period in excess of that listed in Article 9, Section 2.

**Section 4. Seniority List.**

The Employer will maintain a seniority list and shall furnish a copy to the Union by posting the list each January.

**ARTICLE 8**

**PROMOTIONS AND TRANSFERS**

**Section 1. Promotion Procedures.**

(a) Promotions to the ranks of sergeant and lieutenant in the patrol, detective, jail sections shall be in accordance with the procedure established below. All promotions to ranks higher than lieutenant shall be at the sole discretion of the Sheriff. Appointments to classifications or to special skills shall be at the sole discretion of the Sheriff.

(b) The minimum eligibility requirements, which apply equally to both male and female candidates, for taking the examination for promotion to the established classifications within the Department are as follows:

Sergeant in the Patrol, Detective or Communications Sections: two years experience within the Berrien County Sheriff's Department enforcement division.

Lieutenant in the Patrol Section: two years experience as Sergeant in the Patrol, Detective Sections within the Berrien County Sheriff's Department.

Lieutenant in the Jail Section: two years experience as a Jail Sergeant within the Berrien County Sheriff's Department.

Lieutenant in the Detective Section: two years experience as Sergeant in the Patrol, Detective Sections within the Berrien County Sheriff's Department.

Sergeant in the Jail Section (including Classification Sgt): two years experience as a Guard within the Berrien County Sheriff's Department.

(c) Notwithstanding the above eligibility requirements, in the event that the number of employees eligible to take the examination for promotion to a particular classification in accordance with the above provisions is fewer than three, the names of other employees may be added to the eligibility list in order to provide three candidates eligible to take the examination for promotion to an established classification, provided however, that the additional employees shall be determined in accordance with this section, except that the experience minimums shall be reduced in increments of six months until such time as there are three candidates eligible to take the examination for promotion to an established classification.

(d) Promotion to the ranks of Sergeant and Lieutenant shall be based upon the following considerations:

(1) Competitive examination -- employees eligible to take the examination for promotion who apply for a promotion shall take a written examination designed to test fairly and fully the comparative merit and fitness of the persons examined to discharge the duties of the classification sought by them. The passing score for all examinations shall be established prior to the examination being given. Only those applicants who pass the written examination shall be eligible to continue to compete for the promotion. The written examination shall constitute up to a maximum of 40 points on the applicant's total final score, with said points to be proportional to the score achieved on the examination (for example, a perfect examination score would be awarded the full 40 points; an 80% examination score would be awarded 32 points, etc.)

(2) Seniority -- each applicant for promotion shall receive one point on the applicant's total final score for each two years of departmental seniority, as defined under Article 7, Section 1, above. For the purposes of this Article, departmental seniority shall start with the applicants most recent date of hire.

(3) Job performance -- an evaluation of the applicant's job performance by the Sheriff or his designee shall be conducted, and a rating shall be given with a maximum of up to 30 points on the applicant's total final score.

(4) Education -- an applicant shall be given two (2) points for an Associate's Degree; four (4) points for a Bachelor's Degree and five (5) points for a Master's / Doctorate Degree.

(5) Impartial oral interview -- an oral examining board shall be appointed by the Sheriff and shall consist of not fewer than three (3) individuals, two (2) of whom shall be law enforcement officers, who are not employees of the County, of a rank equal to or greater than that for which application for promotion is made. The third member of the board shall be someone from the criminal justice field.

The ability of applicants who are eligible for promotion to perform the duties of the job classification for which they have made application shall be compared through consideration of the following criteria:

- (i) Discipline and commendations.
- (ii) Participation in Departmental Training Programs.
- (iii) Physical fitness.
- (iv) Other relevant matters in the oral examining board's discretion.

The average score obtained by an applicant from the oral examining board shall constitute up to a maximum of 25 points towards the applicant's total final score.

(e) The minimum total final score for eligibility for promotion shall be established by the Sheriff prior to the commencement of the promotion procedures set forth herein. Those applicants achieving at least the minimum total final score required for eligibility for promotion shall be considered eligible applicants.

(f) The total score of each applicant shall be determined and posted by blind code number. The Sheriff shall make the promotion from among those eligible applicants who are in the top three in total final score. The eligibility list shall remain in effect for a period of one year from the date of posting or until such time as fewer than three names appear on the list.

(g) If, upon completion of the promotional procedure, an eligibility list contains fewer than three eligible applicants, the Sheriff may appoint from the list or conduct a new examination as herein provided.

(h) The parties agree that the current practice of not placing test scores in an employee's personnel file will be maintained.

**Section 2. Permanent Transfers.** An employee may be permanently transferred by the Sheriff from one classification to another, if the employee consents to such transfer or if the Sheriff feels such transfer is in the best interest of the Department, or for medical or safety reasons.

**Section 3. Temporary Transfers.** The Sheriff reserves the right to make, but shall not be obligated to do so, temporary transfers or assignments of employees from their regular jobs

to other jobs and will return the employees to their regular jobs as promptly as efficient operations will permit. Employees transferred under this Section will be paid their regular rate or the rate of the job to which they are transferred, whichever is higher. This Section shall not apply, if the transfer is for a period less than thirty (30) calendar days. If the transfer is for a period of thirty (30) calendar days or more, the higher rate of pay shall be retroactive to the first day of the transfer. Temporary transfers shall not exceed one year.

**Section 4. Transfer of Non-Bargaining Unit Position.** Any employee transferred from a classification covered by this Agreement to a supervisory or other position not covered by this Agreement within the Department shall retain and continue to accumulate departmental seniority, as defined under Article 7, Section 1, above.

## ARTICLE 9

### LAYOFF AND RECALL

**Section 1. Layoffs.** In the event that a reduction in the work force becomes necessary, the first employees to be laid off from the Department shall be those employees who are part-time and then those on probation; provided, however, that the remaining employees have the necessary training and experience to perform the required work. If additional reductions are necessary, it shall be on the basis of seniority in the classifications and ranks affected; provided, however, that the senior employees have the necessary training and experience to perform the required work in the opinion of the Employer. An employee laid off from a classification or rank, who has the greater departmental seniority and possesses the necessary training and experience to perform the work required in a vacancy in a lower paid classification or rank in the opinion of the Employer, shall have the right to be assigned to such classification or rank by the Sheriff and shall receive the rate of pay of that rank or classification. The Employer shall give two (2) weeks' advance notice of a layoff, unless such notice is impracticable due to emergency or unusual circumstances.

**Section 2. Elimination of Police Contract Service.** If a contract for police services with the Sheriff's Department is terminated or discontinued by the contracting agency, the bargaining unit positions assigned to the contracting agency will be eliminated and layoffs



may occur subject to the layoff provision of this Agreement, except for the reduction in part-time staffing and under the following conditions:

- (a) The laid off Deputy(ies) may bump part-time Support Services Deputies at the wage level of the bumped employee, with no fringe benefits and with a limit on hours worked annually of 1,000.
- (b) A laid off Deputy, while serving in the part-time position to which s/he bumped will remain on the recall list.
- (c) If a laid off Deputy elects to not be placed in a part-time position or cannot bump into such a position, s/he will be placed on the recall list.
- (d) The part-time Support Services Deputy positions will not be positions that permanent Deputies can otherwise bump into, be forced into, or be used for light duty positions.

**Section 3. Recall.** In the event that the work force is increased, recall to work shall be in the inverse order of layoff from work. An employee shall have recall rights to his classification or job for a period equal to his length of departmental seniority or twenty-four (24) consecutive months, whichever is shorter, provided that the employee can pass a physical and can assume the duties without retraining of more than four (4) weeks.

## **ARTICLE 10**

### **HOURS OF WORK AND OVERTIME**

**Section 1. Work Period.** The work period shall consist of twenty-eight (28) consecutive days, including days off. The Sheriff shall determine the schedules of work, and such schedules shall be posted in advance.

**Section 2. Overtime, Call-In Time and Court Time.**

(a) **Overtime.** Overtime will be paid for all work in excess of eight (8) hours in a workday or in excess of one hundred sixty (160) hours in any twenty-eight (28) day work cycle, inclusive of scheduled vacations, sick time, or other paid leaves. This provision does not apply to employees assigned to the jail who are working shifts of 8-1/2 hours, who are to be paid overtime for all work in excess of eight and one-half (8-1/2) hours in a workday, inclusive of scheduled vacations, sick time or other paid leaves. The total number of hours

worked in a given year will not be utilized in determining whether overtime pay is due, but rather overtime will be determined only by reference to the number of hours worked in a workday or in a twenty-eight (28) day work cycle.

(b) **Call-In Time.** If an employee is called in to work other than during his regularly scheduled working hours, he shall be paid time and one-half (1-1/2) his straight time rate for a minimum of three (3) hours and for actual time spent in excess of three (3) hours. This minimum shall not apply to call-in time immediately preceding or following the employee's regularly scheduled working hours.

(c) **Court-Time.** An employee required to appear in court or before an administrative agency during off-duty hours, as a result of or in the course of his employment with this department, shall be paid court time at one and one-half times his regular straight-time hourly rate for a minimum of two (2) hours and for actual time spent in excess of two (2) hours. Court time shall include travel time and lunch periods incident thereto. All subpoena and witness fees shall be assigned to the Employer, and the Employer shall provide transportation to and from the Sheriff's Department to the court or administrative agency, if necessary.

**Section 3. Work Schedule.** The Union and the Employer recognize that Article 10, Section 1 permits the Sheriff to determine work schedules in his sole discretion. It is the Sheriff's intent to alter the current work schedule so as to provide that employees will work a schedule of 4 consecutive 8-1/2 hour days, have the next 2 days off, work another 4 consecutive 8-1/2 hour days followed by 2 days off, which schedule will be repeated through the 28 day work cycle. In order to accomplish this work schedule the parties agree to the following:

- (a) Sick time and vacation time shall continue to accrue in 8 hour increments.
- (b) Under the new schedule, non-fixed shift employees will work less than 2080 straight time hours per year. The difference between the scheduled straight time hours and 2080 will be used for training and firearm qualifications as directed by the Sheriff.

(c) This Section 3 shall remain in effect only so long as the Sheriff maintains the 4 day on, 2 day off work schedule. If, in the future, the Sheriff adopts a different work schedule, the parties agree to collectively bargain the impact of the change.

**Section 4. Medical Services Department.**

(a) A twelve (12) hour day/seven (7) days a pay period system for the non-charge RN and the LPN's will be used. The charge RN will remain on an eight (8) hours shift schedule.

(b) The non-charge RNs and LPNs will be scheduled a total of eighty-four (84) hours a pay period of which they will receive eighty (80) hours of regular pay plus four (4) hours of overtime paid at one and one half (1 ½) times their regular pay.

(c) Any additional hours of work will be paid at the overtime rate of one and one half (1 ½) of regular pay.

(d) Holiday pay will be governed by Article 12.

(e) Personal Days will be governed by Article 12, Section 2. For the non-charge RNs and the LPNs, the first personal day will equate to eight (8) hours of pay and be supplemented by four (4) hours of comp time or vacation. The second personal day will be twelve (12) hours drawn from sick time.

(f) Vacation time will accumulate as per Article 13, Section 6. Hours of vacation used will be at the number of hours in the schedule.

(g) Schedule slots will be determined by bid and seniority.

(h) The twelve (12) hour schedule can be converted back to an eight (8) hour schedule as staffing levels change with a forty-eight (48) hour notice.

**ARTICLE 11**

**LEAVES OF ABSENCE**

**Section 1. Personal Leave of Absence Without Pay.**

(a) A non-probationary employee may be granted a Personal Leave of Absence Without Pay at the discretion of the Sheriff. Any such leaves which exceed thirty (30) days shall not be counted in determining advancement in the Salary Steps, as defined in Article

14, Section 1, Paragraph (a), 3, below, including seniority. Vacations, holidays, sick leave and all other fringe benefits shall not accumulate during such leave of absence; however, the leave of absence shall not be considered interruption of continuous service for the purpose of eligibility for benefits after return to work, and the employee shall retain any benefits accrued up to the date of the leave of absence.

(b) Health Care and Life Insurance may be continued during a Leave of Absence Without Pay, provided that the employee pays the actual cost of such coverage; failure to prepay any month's premium to the Personnel Department by the fifteenth (15th) of the month prior to the month of coverage results in loss of benefits. Once lost, the benefits cannot resume, until the employee returns to work.

**Section 2. Family and Medical Leave.** Employees who have been employed for at least twelve (12) months and have worked at least one thousand two hundred fifty (1,250) hours during the preceding twelve (12) month period are eligible for family and medical leave.

The employee may request leave for the following reasons:

- Birth of a son or daughter of the employee or to care for a son or daughter with a serious health condition;
- Placement of a son or daughter with the employee for adoption or foster care;
- In order to care for a legal spouse, son, daughter or parent with a serious medical condition;
- Because of a serious health condition that makes the employee unable to perform his/her job.
- When an employee who is a spouse, child or parent of an active duty member of the armed forces has a qualifying exigency.
- When employees who are spouses, children, parents or next of kin of a service member who has incurred an illness or injury during military duty, when that illness or injury results in the service member being unable to perform his or her duties and the employee is providing care to that person.

The County will require the employee to use accrued paid sick leave as part of any leave provided under the FMLA.

**Section 3. Paid Sick Leave.** No Sick Leave credit shall be granted for the first six (6) months of employment. Thereafter, Sick Leave shall accrue at the rate of one-half (1/2) day per pay period employed, until there is a maximum accumulation of one thousand five hundred (1500) hours. Accumulated Sick Leave shall not be paid upon termination of

employment. Employees shall furnish satisfactory evidence of illness where illness shall exceed three (3) working days. The Sheriff may at his discretion require such evidence of illness of fewer than three (3) days. The submission of a doctor's certificate or report from the employee's treating physician shall be considered satisfactory evidence for the purpose of this Section. Employees shall be expected to report any absence before or at the beginning of their normal working day to their supervisors.

**Section 4. Workers' Compensation Supplement.** The Employer shall provide workers' compensation supplement, which will:

(a) Allow an employee to use his accumulated sick leave on a pro-rata basis to supplement his workers' compensation benefits, so that the employee does not suffer a reduction in pay, and

(b) Upon exhaustion of an employee's accumulated sick leave, the County shall supplement an employee's workers' compensation benefits, so that the employee will receive full pay for a period of six (6) months after his sick leave is exhausted.

**Section 5. Bereavement Leave.**

(a) In case of death in his immediate family, an employee shall be granted a leave of absence with pay to attend the funeral, provided that such leave shall not exceed three (3) days. Immediate family shall be defined as the spouse, parents, grandparents, grandchildren, sisters, brothers, children, stepchildren, stepparents, stepsisters, stepbrothers, spouse's parents, spouse's grandparents, spouse's sisters or brothers or any other relative residing in the employee's household. One paid day's absence deductible from accumulated sick leave shall be granted to an employee to attend the funeral of the spouse of the employee's brother or sister, or of a niece or nephew. When so required and approved by the Sheriff, an employee may use up to two (2) days of accumulated sick leave for extended travel or other circumstance related to the Bereavement Leave.

(b) Any leave taken under this provision must be taken within one (1) calendar week of the date of the death and may be taken only to attend and/or make arrangements for the funeral, or as otherwise authorized by the Sheriff or his designee for extenuating circumstances, i.e., belated funeral, memorial service, etc.

(c) The use of accrued sick time, if approved by the Sheriff or his designee, in conjunction with bereavement leave as set forth in subsections (a) or (b) immediately above, shall not be used against the employee for the purpose of annual employee evaluations.

**Section 6. Military Leave.**

(a) Re-employment rights of veterans will be in accordance with applicable State and Federal law. Employees who are in the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay, if their regular pay exceeds their military pay. In addition to any pay differential, an employee may use accrued vacation leave when he is on full-time, active duty in the Reserve or the National Guard, provided proof of service and pay are submitted. A maximum of fifteen (15) calendar days per year shall apply to any pay differential. Seniority shall accrue during a military leave for a period of up to five (5) years.

**Section 7. Union Leave.** Upon seven (7) calendar days advance notification to the Sheriff from the Unit Chairman of employees eligible, the Employer shall allow the use of a maximum of fourteen (14) days, with pay, for the purposes of employees attending functions of the Labor Council.

**ARTICLE 12**

**HOLIDAYS**

**Section 1. Holidays.** For the purposes of this Agreement the following days shall be recognized as holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Spring Holiday	Friday before Easter
Easter	Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

**Section 2. Personal Leave Day.** An employee may take two (2) personal leave days per anniversary year. One personal leave day will not be subtracted from accumulated sick leave and one personal leave day will be subtracted from accumulated sick leave; the personal leave day is to be arranged in advance with the designated Sheriff's representative. The use of the second personal day, where accumulated sick leave is deducted, shall not be used against the employee for the purpose of annual employee evaluations.

**Section 3. Holiday Eligibility.**

(a) An employee shall receive eight (8) hours of holiday pay at the straight time rate of pay whether the employee works the holiday or not. An employee who works the holiday shall be compensated at time and one-half his normal rate of pay for all hours worked if the holiday is on a regularly scheduled work day. An employee who works the holiday shall be compensated at two times the normal rate of pay for all hours worked if the holiday is not a regularly scheduled work day (i.e. overtime or call-in). A holiday shift is defined as one which begins on a recognized holiday as per article 12, section 1.

(b) For purposes of administration of this Section, if an employee is absent on his last regularly scheduled workday immediately preceding the holiday or his first regularly scheduled workday after the holiday due to a work-connected injury only (excluding any work-connected illness and all other reasons for not working such day), and if he is otherwise eligible, he shall receive the Holiday Pay.

(c) If an employee uses a sick leave day either immediately before or after a holiday, he shall not receive holiday pay, unless request is made to the Sheriff and the Sheriff approves. The Sheriff's decision is final and not subject to the grievance procedure.

(d) For the purpose of determining eligibility for Holiday Pay under this Section, the Parties agree that an employee who is in attendance at an authorized school or training program will be considered to be at work, just as if that employee were performing his regular job duties.

(e) The question of whether an injury is work-connected shall not be subject to the grievance and arbitration procedure and shall be determined by the Employer, or, if disputed, the Bureau of Worker's Disability Compensation for the State of Michigan.

(f) Under no circumstances shall any employee, regardless of number of hours or shifts worked, receive more than eight (8) hours of regular, straight-time Holiday Pay for any one recognized holiday.

## ARTICLE 13

### VACATION

**Section 1. Vacation Eligibility.** Eligibility for vacations will be based on years of service, as established by the payroll records.

**Section 2. Vacation Benefits.** After a period of one (1) full year of continuous employment, but fewer than five (5) years, employees shall be entitled to two (2) weeks of vacation at their regular pay. Employees in continuous employment for a period of five (5) or more years, but fewer than fifteen (15) years, shall be entitled to three (3) weeks vacation at their regular pay. Employees in continuous employment for a period of fifteen (15) or more years, but fewer than twenty (20) years, shall be entitled to four (4) weeks vacation at their regular pay. Employees in continuous employment for a period of twenty (20) or more years shall be entitled to five (5) weeks vacation at their regular pay. It is expressly agreed that an employee may not use or be compensated for any vacation, until after he has completed one (1) year of continuous employment.

**Section 3. Vacation Scheduling.** Vacation time off will be scheduled by the Sheriff, or his designee, upon receiving a request in writing. The Sheriff shall determine the permissible number of employees who may be absent at any one time in the Department, and vacations shall be scheduled on the basis of the date request is received, or, if two requests are received on the same date, on the basis of seniority.

**Section 4. Vacation Pay Upon Separation.** Accumulated and unused vacation days shall be paid at the employee's regular, straight-time hourly rate of pay upon separation.

**Section 5. Holiday During Vacation.** When a holiday listed in Article 12, Section 1, falls within an employee's vacation period, he shall receive pay for such a holiday, but he shall not receive additional time off.



**Section 6. Vacation Accumulation.** Vacation time is earned bi-weekly at the end of each pay period, beginning with the employee's date of hire. The accrual rate is in accordance with the schedule in Section 2, above; any change in accrual rate is based on the employee's date of hire. Vacation pay shall be at the employee's rate when he begins his vacation. When any employee has accumulated thirty (30) days of vacation time, the Sheriff may require that employee to use any amount of accumulated vacation to the total accumulated. Employees hired after December 31, 1998, shall not accumulate more than thirty (30) days (two hundred forty (240) hours) of vacation and shall begin accruing vacation time only after the employee's accumulated vacation time falls below thirty (30) days.

## ARTICLE 14

### WAGES

**Section 1. Wages and Job Classifications.** The schedule of job classifications and wage rates set forth in Appendix "A", attached hereto and made a part hereof, shall be the agreed upon job classification and wage rates effective January 1, 2010 through December 31, 2012. The Sheriff, with concurrence of appropriate authorities (County Administration and Board of Commissioners) may compensate a newly hired nurse (RN or LPN) at any step in the assigned pay grade.

(a) Definitions.

1. Classification shall be defined as the employee's job title.
2. Level shall be defined as pay grade for any classification or group of classifications.
3. Salary steps shall refer to all Steps in Appendix "A", based upon length of service in the department.
4. Promotion shall be defined as a move to a classification in a higher level.

**Section 2. Salary Steps.** Employees shall be inserted into the appropriate spot on the attached pay schedule (Appendix "A") according to seniority and not according to the effective date of this Agreement.

**Section 3. Pay Upon Promotion.** A promoted employee shall be placed at the lowest salary step of his new classification which will afford the employee at least a five (5%) percent pay increase. For purposes of this paragraph, the term “pay increase” shall mean an increase in the employee’s annualized earnings in his new classification as compared with what the employee’s annualized earnings would have been in the old classification. The employee shall be eligible to move to the next available step one year from the date of promotion.

**Section 4. Part-Time Deputies.**

(a) Part-time deputies will be used only in the Townships which have contracted with the Sheriff for patrol services in addition to that which is normally provided by the Berrien County Sheriff’s Department.

(b) A patrol shift vacancy created by the transfer of a deputy normally assigned to a contract township to another assignment, cannot be filled by a part-time deputy.

(c) Part-time patrol deputies will be allowed to work a maximum of 1000 hours per calendar year and no more than 32 hours in a single week.

(d) The Employer agrees to employ no more than five (5) part-time patrol deputies.

(e) Part-time patrol deputies may be used to fill the vacant shifts of full-time patrol deputies assigned to a contract township created by vacation leave, training, and Family Medical Leave Act absences.

(f) Part-time deputies will not be a part of the Deputies and Sergeants Bargaining Unit. They are however subject to the layoff and recall procedure set forth in Article 9 of the collective bargaining agreement.

**Section 5. Part-Time Court Security and Transport Employees.** The following provisions will apply to part-time personnel assigned to work Court Security and Transport.

(a) A part-time employee will not work more than one thousand (1,000) hours in any one (1) year.

(b) The Sheriff reserves the right to hire the part-time personnel, however, preference should be given to former Berrien County Sheriff's Department employees.

(c) The Sheriff agrees not to use part-time personnel in place of the full-time members of the bargaining unit assigned to Court Security and Transport. There are currently two (2) full-time positions in Transport and three (3) full-time positions assigned to the Courthouse in St. Joseph and three (3) positions assigned to the Niles Courthouse.

(d) The Sheriff may utilize part-time personnel to cover vacation time and training time taken by the full-time personnel only.

(e) The part-time employees will be trained to the same level as the full-time employees performing those duties (i.e. Defense Tactics, Firearms Training, CPR/First Aid/AED, etc.).

(f) The Sheriff agrees to follow Article 9, Section 1.

(g) Full-time personnel will be given the first choice to work overtime caused by other full-time employees off on sick time not more than three days, before the part-time employees are given the chance to work.

## ARTICLE 15

### INSURANCE PROGRAMS

**Section 1. Hospitalization Insurance.** The Employer shall maintain hospitalization and medical insurance for employees and dependents. This insurance shall provide coverage as outlined in Appendix "B." The employee shall pay twelve percent (12%) of the applicable monthly premium (capped at 25%) toward the cost of health insurance. Effective January 1, 2011, the twelve percent (12%) contribution will increase to fifteen percent (15%).

**Section 2. Life Insurance.** Unless requested otherwise, the Employer shall provide at no cost to the employee, group term life insurance with accidental death and dismemberment provisions in the amount of fifty thousand dollars (\$50,000.00). The accidental death benefit (currently \$50,000) is payable in the event of an employee's death in the course of his/her

employment, subject to the terms and conditions of the life insurance policy in effect at the time of the employee's death. The County will include in any request for bids for life insurance coverage the statement that this benefit will be continued. Any change in this coverage or the carrier will be communicated to the Union. If this coverage ceases to be provided, the parties will negotiate on this issue.

**Section 3. Continuation/Termination of Insurance Coverage.** Insurance coverage continues through the employee's last day of work. Employees who are on Leaves of Absence Without Pay or on suspensions without pay may continue insurance coverage by paying the actual cost of such coverage for a period not to exceed six (6) months. Failure to prepay any month's premium to the Personnel Department by the 15th of the month prior to the month of coverage results in loss of benefits; once lost, the benefits cannot resume, until the employee returns to work. Such insurance shall be continued only for the periods prescribed and to the extent allowed by the applicable policy or policies of insurance.

**Section 4. Health Care Insurance For Retirees.** Effective January 1, 1990, employees who retire under the auspices of the County Retirement System may elect to be covered under the Hospitalization, Surgical, Medical Plan offered County employees, provided they pay fifty percent (50%) of their contributions up to a maximum of one-hundred fifty dollars (\$150.00) per month. Employees hired on or after January 1, 1993 shall pay 100% of the actual cost for dependent coverage if such coverage is elected by the employee.

**Section 5. Dental and Vision Reimbursement.** Effective January 1, 2007, members of the bargaining unit and their eligible dependents are eligible to be reimbursed up to a maximum one thousand two hundred (\$1200) per family per calendar year for incurred and paid dental and/or vision costs. These costs shall be paid by the County Personnel Department on a quarterly basis pursuant to paid receipts submitted by the employee. This

reimbursement program shall not be construed as an insurance program or plan, and it is available to reimburse only those costs not otherwise covered by another plan or program.

Receipts must be received no later than the last day of the quarter in which service was rendered. If received after that day, consideration for payment will be delayed until the end of the quarter in which the submission occurs. Bills for the fourth quarter of each calendar year must be received by the Berrien County Personnel Department no later than December 31 in order for the reimbursable amount to be credited toward that year's calendar year limit. Faxed copies of paid receipts are acceptable. Reimbursement will be issued on the third Thursday immediately following the close of the quarter. Receipts should be submitted to the County Administration Office, Administration Center, St. Joseph. All services must be rendered by a properly licensed optometrist or doctor of ophthalmology for vision expenses or a properly licensed doctor of dental surgery (DDS or MD/DDS) for dental expenses. Receipts must show the date of service, the service performed, for whom the service was performed, the cost of the service, and the amount of the patient's payment.

If coverage for an employee or his/her dependent is available through his/her spouse, an explanation of benefits (EOB) form from the spouse's plan must accompany the receipt. The employee will be reimbursed for the difference between the charge(s) shown on the receipt and the amount paid by the spouse's plan (as shown on the EOB).

The County reserves the right to contact the provider to confirm and/or clarify the information contained on the receipt.

The County reserves the right to deny reimbursement for any claim for which inadequate information is provided by either the attending provider or the employee.

## ARTICLE 16

### RETIREMENT PLAN

**Section 1. Membership.** All employees are required to be members of the Berrien County Employees Amended Retirement Plan, subject to the conditions of the plan. The Employer will provide a copy of the annual pension SPD document to the Union President by May 15 of each year, unless otherwise agreed.

**Section 2. Pension Plan.** Employees in this bargaining unit shall participate in and receive the benefits of the Berrien County Retirement System as prescribed by the County. Pension benefits are as follows:

(a) Beginning January 1, 2004, normal retirement benefits shall be at 2.8% capped at 75% of the average compensation as determined under the Amended Pension Plan for the life of the retiree.

(b) An employee with twenty-five (25) years of service as defined by the Plan, regardless of age is eligible for normal retirement.

(c) Beginning January 1, 1996, employee's contribution shall be eight percent (8%) of gross compensation.

(d) An employee who moves from active status directly to retired status, may use up to six (6) months of unused sick leave to be rolled over into the pension computation at the time of retirement.

(e) Vesting shall occur after five (5) continuous years of credited service.

(f) Enhanced Survivor benefits - A survivor pension shall be paid for life to the designated survivor pension beneficiary of a deceased participant or vested former participant who has elected optional form of payment Option SPB 50% and designated a survivor pension beneficiary in accordance with the provisions of the Retirement Ordinance, if the following requirements are met:

1. The designated survivor pension beneficiary files a written application for the pension with the plan administrator; and
2. The participant or vested former participant, at the time of death, had five (5) or more years of credited service.

(g) Pop up Provision - Effective January 1, 1993, when an employee selects a beneficiary option at the time of retirement and the beneficiary is subsequently removed as a result of death, the retirement selection shall automatically revert to the straight life allowance amount.

## ARTICLE 17

### MISCELLANEOUS

#### **Section 1. Uniform Allowance.**

(a) Each full-time uniformed deputy shall receive a full issue of uniforms at time of hiring at no expense to the employee. For each full-time uniformed deputy an amount of four hundred fifty dollars (\$450.00) shall be paid into an account known as the Uniform and Accessories Fund. A terminated employee must return to the Sheriff all Department-owned property, including issued uniforms, before he is entitled to receive his final paycheck.

(b) Each full-time plainclothes deputy shall receive five hundred dollars (\$500.00) for clothing selected by the deputy, which shall be paid not later than January 31 of each year of this Agreement.

(c) It is mutually agreed by both Parties that a deputy assigned to plainclothes status at any time during the year, other than effective January 1, shall be entitled to receive during the year of assignment a pro-rata amount of this allowance.

(d) It is further agreed that a deputy transferring from plainclothes status to uniform status at any time during the year, other than effective January 1, shall receive no uniform cleaning allowance for the remainder of the year after the transfer but shall retain the plainclothes personnel allowance to which the deputy was entitled at the time of the transfer.

(e) The Sheriff may at his sole discretion prescribe and require to be worn a uniform for all other personnel in this bargaining unit. If the Sheriff requires other personnel to be uniformed, all parts of the required uniform shall be furnished at no expense to the employee.

#### **Section 2. Dry Cleaning and Laundering.**

(a) Dry cleaning and laundering of clothing utilized in the performance of duty will be provided by the Employer for all deputies to a maximum of three hundred dollars (\$300.00). A drop-off and pick-up station shall be located in the Sheriff's Department.

(b) The provisions of this Section shall not apply to non-sworn personnel, unless uniforms are required of those persons by the Sheriff.

**Section 3. Equipment Maintenance.** It is the Employer's intent to maintain all equipment in safe operating condition. Any equipment defects noted by any member of the

bargaining unit shall be reported in writing promptly to the commander of the shift. Repairs are to be made as soon as practicable.

**Section 4. Air-Conditioned Vehicles.** All vehicles assigned to the Sheriff's Department shall have air conditioning.

**Section 5. Training and Schooling.** Employees who are assigned for training and schooling by the Sheriff will be paid at their usual, bi-weekly, regular, straight-time hourly rate. This pay shall not be considered in computing overtime pay. Employees scheduled for an event that qualifies them for per diem pay of eighty (80) hours or more will receive a per day payment of the greater of thirty-three dollars (\$33.00) or the per diem rate as determined by County policy in advance if the request for this payment is made at least fourteen (14) days before the beginning of the event. Receipts for covered expenses must be provided, and the employee will be required to repay to the Employer all advance payments made that are not approved.

**Section 6. Bulletin Boards.**

(a) The Employer will provide a bulletin board on the premises of the Sheriff's Department, which may be used by the Union for posting notices of:

- (i) Recreational and social events.
- (ii) Elections
- (iii) Meetings.
- (iv) Other general Union business of a non-derogatory nature.

(b) It is the Union's responsibility to police its own notices and to keep the postings current.

**Section 7. Job Postings.** All positions or jobs in the Department, which are not covered by Article 8, Section 1, will be posted in the Department for a period of not less than five (5) calendar days, concurrent with the County Internal Posting. Employees interested in said positions or jobs shall notify the Sheriff in writing.

**Section 8. Copies of Agreement.**

(a) The Employer shall provide all present and future members of this bargaining unit with a copy of this Agreement.



(b) It is agreed by both Parties that a terminated employee will be encouraged to return his copy of this Agreement.

**Section 9. Rules and Regulations.** The Employer reserves the right to establish reasonable rules and regulations concerning employee performance and conduct not inconsistent with this Agreement. A written copy of any new rule or regulation shall be furnished to the Union.

**Section 10. Severability.** If any Article, Section, or Provision of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected hereby, and the Parties shall enter into collective bargaining for the purpose of agreeing upon a mutually satisfactory replacement for such Article, Section, or Provision.

**Section 11. Waiver.** This Agreement contains the entire terms and conditions of employment agreed upon between the Employer and the Union. The Parties acknowledge that there are no other agreements either oral or written, express or implied, that cover the relationship of the Parties. Each Party hereby expressly waives the right to require the other to enter into further negotiations on any matter whatsoever, either covered in the Agreement or not, or where such subject matter was or was not within the knowledge or contemplation of either or both of the Parties at the time they negotiated or executed this Agreement. This Agreement, however, may be extended by mutual agreement of the Parties in writing.

**Section 12. Non-discrimination.** The Employer and Union agree that there shall be no discrimination according to applicable state law, federal law or regulation.

**Section 13. Professional Liability Insurance:** The Employer shall maintain at no cost to the employee a policy of professional liability insurance to indemnify and protect employees against loss arising out of a claim brought against the employee arising out of the performance in good faith of the official duties of such employee. Such liability insurance shall protect the employee where he might become legally obligated to pay compensatory damages of:

- A) False arrest, detention or imprisonment or malicious prosecution.
- B) Libel, slander or defamation of character.
- C) Invasion of privacy, wrongful eviction or wrongful entry.

D) Assault and battery pursuant to, during or after arrest.

For the purposes of this section, official duty shall be construed to be acts done pursuant to authority conferred by law and within the scope of employment and in relation to matters committed by law to the employee or to the Sheriff's Department under whose authority the employee is acting, or beyond the normal duty hours there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this section. The coverage provided shall be in accordance with the limits of the Berrien County general liability insurance policy and shall include the cost of defense, including attorney fees. In the event that such insurance cannot be procured or maintained, then the Union can demand to bargain over such issue.

**Section 14. Special Conferences:** Special conferences for important matters, including safety, will be arranged at the mutual consent of the parties between the Chief Steward and the Employer or its designated representative(s) at mutually convenient times and places, when there are important matters to discuss. Such meetings shall be between a maximum of four (4) representatives of the Employer and a maximum of four (4) 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, in writing. Conferences shall be scheduled no later than 15 days, or longer if mutually agreed, after the written request is received by the Employer's designated representative. Matters taken up in special conferences shall be confined to those included on the agenda. If the matter(s) are not resolved satisfactorily, the Union may follow the formal procedure outlined in Article 5, with the initial time limits to begin on the day following the special conference.

**Section 15 Disciplinary Sunset:** When imposing any discipline, the Sheriff will not take into account any prior infractions which occurred more than four (4) years prior to the incident giving rise to the current discipline.

**Section 16. Administrative Sergeant.** Sgt. Tina Morrow will fill the Administrative Sergeant position until such time she decides to leave that position or is removed by the

Employer. At the time a vacancy occurs in this position, this sergeant's vacancy will change from an appointed position to a "tested" promotion within the meaning of Article 8, Section 1 of the collective bargaining agreement.

**Section 17. Part-time Personnel Guarding Work Crews.** The position of deputy assigned to the Drain Commission inmate work crew will be a full-time position and included in the bargaining unit. For purposes of this Section, the following apply.

- (a) A full-time employee will be defined as any person who is employed for more than one thousand (1,000) hours in any one (1) year.
- (b) The Sheriff reserves the right to make the determination as to what prisoners, if any, will be guarded by employees of the Berrien County Sheriff's Department when said prisoner(s) is hospitalized.
- (c) The Sheriff agrees not to use part-time personnel in place of the regular, full-time members of the bargaining unit assigned to the Inmate Services (House Arrest). As of January 1995, there were four (4) full-time positions in Inmate Services (excluding the Sergeant).
- (d) The Sheriff may utilize part-time employees on a seasonal or irregular basis for supervising an inmate work crew.

**Section 18. Light Duty Assignments.** The Union acknowledges that the Sheriff, or his designee, has the full authority to determine on a case by case basis the right of any employee to return to work on a "light duty assignment." The Union reserves its right to grieve said decision.

## **ARTICLE 18**

### **DURATION**

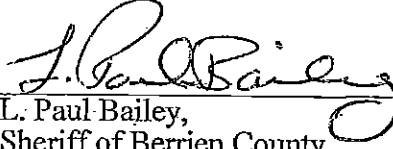
**Section 1. Duration.** This Agreement shall remain in full force and effect from January 1, 2010, to midnight December 31, 2012, and this Agreement shall continue in full force and effect from year-to-year thereafter, unless the Union or the Employer shall notify the other in writing not fewer than sixty (60) days prior to the expiration of the term or an extended term of this Agreement of a desire to modify this Agreement. If either the Union or the Employer


gives notice as is aforesaid to the other of a desire to modify any of the terms of this Agreement, then within fifteen (15) days of the service of such notice, or a longer time if mutually agreed upon, representatives of the Union and the Employer shall set a date and time to commence negotiations with respect to such modifications. If no agreement as to such modifications is reached before the expiration of the term, then this Agreement shall continue in full force and effect until the culmination of a successor Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals this 08 day of Feb, 2011.

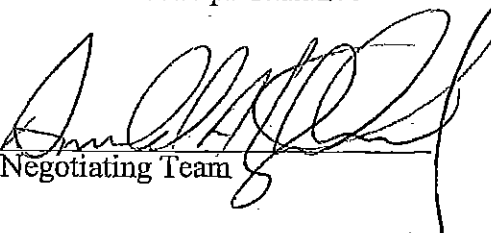
**COUNTY OF BERRIEN:**

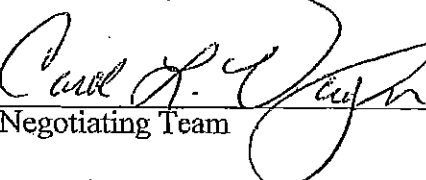
**POLICE OFFICERS LABOR COUNCIL:**

  
L. Paul Bailey,  
Sheriff of Berrien County

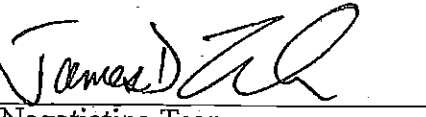
  
Will Keizer  
POLC Labor Representative

  
Charles E Heit  
Undersheriff

  
Negotiating Team

  
Negotiating Team

  
Negotiating Team

  
Negotiating Team

**APPENDIX A**

<b><u>2010</u></b>	<b><u>LEVEL 4</u></b>	<b><u>LEVEL 6</u></b>
<b><u>YEAR</u></b>	Class Ofcr	LPN
	Sgt	Patrolman
	Det Sgt	Guard
	Jail Nurse (RN)	
1	\$48,775	\$39,431
2	\$50,483	\$45,706
3	\$52,195	\$47,139
4	\$53,979	\$48,635
5	\$54,695	\$49,266
6	\$55,416	\$49,906
7	\$56,154	\$50,567
8	\$56,901	\$51,223
9	\$57,662	\$51,899
10	\$58,430	\$52,576

<b><u>2011</u></b>	<b><u>LEVEL 4</u></b>	<b><u>LEVEL 6</u></b>
<b><u>YEAR</u></b>	Class Ofcr	LPN
	Sgt	Patrolman
	Det Sgt	Guard
	Jail Nurse (RN)	
1	\$49,994	\$40,416
2	\$51,745	\$46,848
3	\$53,500	\$48,318
4	\$55,328	\$49,851
5	\$56,062	\$50,498
6	\$56,802	\$51,154
7	\$57,558	\$51,831
8	\$58,324	\$52,504
9	\$59,103	\$53,196
10	\$59,891	\$53,890

<u>2012</u> <u>YEAR</u>	<u>LEVEL 4</u> Class Ofcr Sgt Det Sgt Jail Nurse (RN)	<u>LEVEL 6</u> LPN Patrolman Guard
1	\$51,119	\$41,326
2	\$52,909	\$47,903
3	\$54,704	\$49,405
4	\$56,573	\$50,973
5	\$57,323	\$51,634
6	\$58,080	\$52,305
7	\$58,853	\$52,997
8	\$59,636	\$53,685
9	\$60,433	\$54,393
10	\$61,238	\$55,103

**APPENDIX B**  
**BERRIEN COUNTY**  
**COMPREHENSIVE MAJOR MEDICAL PLAN**

**SCHEDULE OF BENEFITS**

<b>DEDUCTIBLE</b>	\$250 INDIVIDUAL \$500 FAMILY
<b>CO-PAYMENT</b>	10%
<b>MAXIMUM CO-PAYMENT</b>	\$1000 INDIVIDUAL \$2000 FAMILY
<b>MAXIMUM ANNUAL COST</b>	\$1250 INDIVIDUAL \$2500 FAMILY
<b>HOSPITAL PRECERTIFICATION</b>	Required; Or 20% Reduction
<b>SECOND SURGICAL OPINION</b>	Required; Or 20% Reduction
<b>PRESCRIPTIONS</b>	\$15 Generic; \$30 Non-Generic 90 Day Mail Order Supply
<b>EMPLOYEE CONTRIBUTION</b>	12% of monthly premium; 15% effective January 1, 2011
<b>CHIROPRACTIC CARE</b>	36 Reimbursable Visits Per Calendar Year Per Covered Individual
<b>INPATIENT SUBSTANCE ABUSE</b>	90/10 Reimbursement; Subject To State Reimbursement Levels 2 Courses Of Treatment Per Enrollee Per Lifetime
<b>TIE TO PRIOR CARRIER</b>	Effective July 1, 1995, there is no benefit tie between the current health insurance coverage plan and the previous plan offered by Home Life Insurance Co.

Effective January 1, 2002, the following Wellness Riders, which are subject to plan deductibles and co-pays were added to your coverage:

- One Routine Annual Physical And Related Diagnostic Lab Work, Not Subject To Age Restriction
- One Initial Baseline Mammography Between Age 35 And 40; One Annual Routine Mammography Over Age 40
- Lab And Pathological Services For One Annual Routine Pap Smear
- Lab And Pathological Services For One Routine Prostrate Antigen Screening Beginning At Age 40