

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE EATON COUNTY BOARD OF COMMISSIONERS,
THE SHERIFF OF EATON COUNTY
AND THE
CAPITOL CITY LODGE NO. 141
OF THE FRATERNAL ORDER OF POLICE
ANIMAL CONTROL DIVISION**

October 1, 2009 – September 30, 2012

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AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2011, by and between the EATON COUNTY BOARD OF COMMISSIONERS and the SHERIFF OF EATON COUNTY, together hereinafter called the "Employer", and the CAPITOL CITY LODGE NO. 141 FRATERNAL ORDER OF POLICE, LABOR PROGRAM, INC., ANIMAL CONTROL DIVISION, EATON COUNTY SHERIFF DEPARTMENT, hereinafter called the "Lodge".

WITNESSETH

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1956 and Act 336 of the Public Act 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 in the job classifications of Animal Control Officer and Animal Shelter Attendant, and have agreed as follows:

ARTICLE 1

RECOGNITION

Section 1. Collective Bargaining Unit. The Employer agrees that during the life of this Agreement it will not recognize any organization other than the Lodge 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 Appendix "A", attached hereto.

Section 2. Other Agreements. The Employer shall not enter into any agreement with one or more of the employees in the bargaining unit or with any other organization which in any way conflicts with the provisions hereof, however the parties may enter into written letters of understanding if properly authorized by their respective agents.

ARTICLE 2

BARGAINING COMMITTEE

Section 1. Bargaining Committee. The Employer agrees to recognize not more than one (1) individual or their alternate designated as the Bargaining Committee. The Bargaining Committee member shall be a permanent employee in the Bargaining Unit and shall have been employed in the unit for at least one (1) full year. The Lodge retains the right to have up to two (2) non-employee representatives.

The Lodge shall furnish the Employer in writing the name of its designated Bargaining Committee member.

Section 2. Computed As Hours Worked. The employee member of the bargaining committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours they would have otherwise worked on a regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the bargaining committee member.

ARTICLE 3

LODGE SECURITY AND CHECKOFF

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

Section 2. Lodge Membership. Employees covered by this Agreement who are not members of the Lodge at the time it becomes effective and who have successfully completed thirty days of employment, shall be required as a condition of continued employment to become members of the Lodge or to pay a representation fee to the Lodge, and such condition shall be required for the duration of this Agreement.

Section 3. Commencement of Dues. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement shall be required as a condition of continuing employment to become members of the Lodge or to pay a representation fee to the Lodge for the duration of this Agreement commencing thirty days after the first date of employment.

Section 4. Compliance. Employees shall be deemed to have complied with the terms of this Section if they are not more than sixty (60) days in arrears for membership dues or representation fees, respectively.

Section 5. Maintenance of Membership. The Lodge shall notify an employee who has not paid his dues or representation fee by certified mail with a copy to the Employer. If said employee does not pay the dues or representation fee within thirty (30) days after said notice is received, the Lodge shall notify the Employer by certified mail of this omission. Fifteen days after receipt of notification by the Lodge, the Employer shall terminate said employee.

Section 6. Checkoff. The Employer agrees to deduct the Lodge's dues from the wages of each individual employee in the bargaining unit who voluntarily becomes a member of the Lodge, subject to the following subsections:

(a) The Lodge shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective State and Federal laws concerning that subject or any interpretations made thereof.

(b) All checkoff authorization forms shall be filed with the Employer's Controller's Office who shall return any incomplete or incorrectly completed forms to the Lodge's Treasurer and no checkoff shall be made until such deficiency has been corrected.

(c) All other employees covered under this Agreement shall have deducted from their wages a percentage of the membership dues which sum shall accurately represent the amount for said employee due the Lodge as their fair share costs attributable to negotiating the terms of this Agreement, which sum shall include by way of example, but not by way of limitation, State, National, Lodge, or other dues and assessments. The fair share representation fee shall be that amount which the Treasurer of the Lodge so notifies the Employer.

(d) The Employer shall checkoff only those obligations that come due at the time of checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if the employee has duplicated a checkoff deduction by direct payment to the Lodge.

(e) The Employer's remittance will be deemed correct if the Lodge does not give written notice to the Employer's Controller within thirty (30) calendar days after the remittance is sent of its belief, with reasons stated therefore, that the remittance is not correct.

(f) The Lodge shall provide at least thirty (30) days' written notice to the Controller of the Employer the amount of Lodge dues and/or representation fees to be deducted from the wages of the employees in accordance with this Section. Any changes in the amounts determined will also be provided to the Controller, in writing, at least thirty days prior to its implementation. Checkoff Authorization Forms signed by each affected employee should accompany any notification of initial dues or representation fees deduction as well as any change in said dues or representation fees deductions.

Section 7. Refunds. In cases where a deduction is made that duplicates a payment that an employee already has made to the Lodge, or where a deduction is not in conformity with the provisions of the Lodge Constitution or By-Laws, refunds to the employee will be the sole responsibility of the Lodge and will be made promptly by the Lodge.

Section 8. Objection. Any employee who has a good faith religious objection to the requirements of this Article due to the tenet of his religion or other reasoned grounds arising out of deep personal convictions shall not be subject to those requirements. The reasonableness of the employee's position shall be subject to the Grievance Procedure.

Section 9. Save Harmless. The Lodge agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits or any form of liability to anyone arising out of any of the provisions of this Article, including deduction from any employees pay of Lodge dues and/or representation fees, and including also anything done in reliance on any list, notice, certification, or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of deductions so made once they have been sent to the Lodge.

Section 10. Legality. The Employer shall be required to make dues and fees deductions only as long as it may legally do so.

ARTICLE 4

RIGHTS OF THE BOARD AND THE SHERIFF

Section 1. Management Rights. The management of the business of the County is vested exclusively in the County and the Sheriff and they reserve to themselves all management functions including full and exclusive control of the content of work and the direction and supervision of the operation of the Animal Control Department business and of the employees of the County.

Section 2. Enumerated Rights. This shall include, among others; the right to hire new employees, to direct the working force; to discipline, suspend, discharge for just cause (does not apply to probationary employees); to establish classifications; lay off employees; to combine, split up divisions, sections or units within the Department; to make reasonable rules and regulations not inconsistent with the provisions of this Agreement; to decide on the functions to be performed and what work is to be performed by the County or outside agencies; to subcontract, if necessary; or to establish standards of quality; all of which shall be subject to the applicable express provision of this Agreement.

Section 3. Not Inclusive. The above rights are not all inclusive, but are merely an indication of the type of matters or rights, which belong to and are part of the management of the business of the County.

ARTICLE 5

SALARIES

Section 1. Schedule. Effective October 1, 2009, up to and including September 30, 2012, 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.

Section 2. Payroll Errors. Employees must report all payroll errors to the Controller's Office by the end of the second business day following the payday (excluding Saturdays, Sundays and Holidays). If the payroll error was the result of payroll processing and the error is greater than three (3) times the employee's hourly rate, a special paycheck will be issued as soon as possible. If the error was the result of employee negligence, such as not recording work hours properly, not getting appropriate signatures or correct notations on the time card or not reporting the error by the end of the next business day, the error will not be corrected until the employee's next regularly scheduled paycheck.

Section 3. Overpayment. Any undisputed overpayment of compensation by the Employer shall be repaid by the employee through payroll deduction. The employee, the union, and the Employer shall attempt to negotiate a repayment schedule. If the parties are unable to agree on a repayment schedule, the Employer may deduct up to twenty percent (20%) of the amount owed each payroll period, but not more than five percent (5%) of an employee's gross bi-weekly pay, until fully repaid. The Employer may not use this section if the overpayment error is one (1), or more, years old.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. Definition. For the purpose of this Agreement, the term "Grievance" means any dispute regarding the meaning, interpretation, or alleged violation of the terms and provision of this Agreement and/or the Rules and Regulations of the Sheriff Department.

Section 2. Grievance Content. All grievances shall be in writing and shall include time, date, alleged contractual violation(s) or written rule(s) or regulation(s) that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired and the signature of the grievant and/or Lodge representative.

Section 3. Time Limits. The time limits established by the grievance procedure shall be followed by the parties and may only be extended by mutual agreement in writing.

Section 4. Forfeiture. In the event a grievance is not timely filed or advanced from one step of the grievance procedure to the next, the grievance will be considered as permanently denied or settled on the basis of the Employer's 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 the grievance may be processed to the next step, including arbitration, provided the grievance is advanced timely from the last day that the Employer's answer was due.

Section 5. Day Defined. Whenever "day" is used, it shall mean the weekdays of Monday through Friday, inclusive, except for scheduled holidays, which shall be excluded.

A day shall constitute an entire twenty-four (24) hour period.

Section 6. Signed Resolution. The Grievance Procedure shall stop at any point when the parties involved reach a satisfactory solution to the grievance. This final answer shall be signed by all parties involved or a representative of the parties involved.

Section 7. Steps of the Grievance Procedure:

STEP 1. The aggrieved employee and Lodge, shall submit any grievance in writing to the Animal Control Supervisor within five (5) days after the grievance might reasonably have become known to exist.

The Animal Control Supervisor will acknowledge receipt of the grievance with a signature and by entering the time and date received.

The Animal Control Supervisor shall give a written answer to the aggrieved employee and/or Lodge steward within three (3) days of his receipt of the complaint.

STEP 2. If the answer of the Animal Control Supervisor in Step 1 is unsatisfactory to the grievant, the grievant may, within three (3) days of receiving the answer in Step 1, and not thereafter, advance the grievance in writing to the Sheriff or his designee. The Sheriff, or his designee, will acknowledge receipt of the grievance with a signature and by entering the time and date received.

A meeting may be arranged between the grievant and the Lodge Representative and the Sheriff and/or his designee to discuss the grievance at the initiation of either party. The Sheriff and/or his designee shall give a written answer to the Lodge within five (5) days following the meeting, if held, or the receipt of the grievance.

STEP 3. This Step of the Grievance Procedure shall not apply to grievances contesting disciplinary action. If the answer of the Sheriff and/or his designee in Step 2 is unsatisfactory to the grievant and/or Lodge and the grievance does not contest disciplinary action, the Lodge may, within three (3) days of receiving the answer in Step 2, and not thereafter, advance the grievance, in writing, to the Grievance Board.

The Grievance Board will be composed of the Controller and/or his representative and two (2) representatives of the Board of Commissioners. A representative of the Grievance Board will acknowledge receipt of the grievance with a signature and by entering the time and date received.

The Grievance Board shall meet within twenty-one (21) days of the receipt of the grievance at Step 3. Both the Employer and Lodge retain the right to be represented by an outside representative at the Grievance Board.

The Grievance Board shall hear the matter and attempt settlement of said grievance. In the absence of such a settlement, The Grievance Board shall give a written answer to the Lodge within seven (7) days of the Grievance Board meeting.

Section 8. Grievance Board Decision. The decision of the Grievance Board shall be final and binding on all of the parties except for disciplinary decisions, which result in time off without pay, which may then be appealed to the next step.

Section 9. Arbitration/Powers of the Arbitrator. For matters which can be appealed from Step 3, the answer of the Grievance Board in Step 3 is unsatisfactory, or the answer of the Sheriff or his designee in Step 3 is unsatisfactory in a grievance contesting disciplinary **action**, and the Lodge wishes to carry the grievance further it must, within thirty (30) days notify the Employer, in writing, that it elects to take the matter to arbitration and simultaneously advance the matter to arbitration under the rules of the American Arbitration Association.

(a) The arbitrator shall be empowered to rule only on a grievance, which involves any interpretation of application of this Agreement, excluding any discipline which results in time off without pay.

(b) The arbitrator shall not add to, subtract from, ignore or change any of the provisions of the Agreement.

(c) It shall not be within the jurisdiction of the arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the Employer's rights to manage and direct its work force unless there is contained in this Agreement a specific and explicit limitation of those rights, nor to infer from any provisions of this Agreement any limitation of those rights.

(d) Each party shall furnish to the arbitrator and to the other party whatever facts or material the arbitrator may require to properly weigh the merits of the case.

(e) The Arbitration Association's administrative fee and other charges as well as the arbitrator's charges for his services and expenses shall be shared equally between the Employer and the Union.

(f) The arbitrator's decision, on the arbitrable matter within his jurisdiction shall be final and binding upon all parties.

(g) 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.

Section 10. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Lodge 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. Notwithstanding the above, no individual employee can waive the right of another employee.

ARTICLE 7

DISCIPLINARY ACTION

Section 1. Governing Procedures. In any case where disciplinary action may be taken, the procedures set forth in the section entitled "Disciplinary Proceedings" of the Rules and Regulation Books of the Eaton County Sheriff's Department, as amended from time to time, will be followed, except as modified by this Article.

Section 2. Charges and Specifications. Any charges resulting in discipline or discharge shall be reduced to writing by the Employer and a copy shall be furnished to the employee against whom the charges are brought, and if the employee wishes, to a Lodge representative.

Section 3. Specific Section. Such charges and specifications shall cite the specific sections of Rules and Regulations and/or appropriate law or ordinance which the member is alleged to have violated.

Section 4. Statements. No employee shall be required to make any statements concerning the alleged offense prior to consultation with a Lodge representative; provided that a statement may be required within twenty-four (24) hours (one day) of the request for a statement. Any employee who is to be questioned shall be permitted Lodge representation by a Lodge representative during questioning and may be granted up to twenty-four (24) hours (one day) to arrange for such representation. After such time, the questioning may take place, with or without representation.

Section 5. Representation. At the time the discipline is imposed, the employee against whom the charges have been made, may be represented by the Steward or a Lodge Representative.

Section 6. Past Infractions. In imposing any discipline on a current charge, the Employer will not base his decision upon any prior infractions which are over two (2) years old unless directly related to the current charge.

Section 7. Lost Pay or Discharge Grievance. An employee who receives disciplinary action resulting in lost pay or discharge may file a grievance under the terms of the Grievance

Procedure set out in Article 6, beginning at Step 2 of the Grievance Procedure. All other grievances concerning discipline shall be filed at Step 1 of the Grievance Procedure.

Section 8. Discipline Absolute. If an employee who is disciplined fails to file a grievance within the time specified in the Grievance Procedure or if, upon the hearing of his grievance, he is found to have been properly disciplined, then his discipline shall be absolute as of the date of his discipline.

Section 9. Back Wages. If it is found that the employee shall not have been disciplined, or that the penalty assessed him was too severe, then the employee's grievance shall be settled as shall be determined by the Employer and Lodge 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 10. Probationary Employees. Probationary employees shall not be entitled to the benefits and procedures herein provided in case of disciplinary action, except as provided for in Section 4.15 of the Department Rules and Regulations. Such employee shall not be entitled to a Lodge representative.

Section 11. Just Cause. All disciplinary action will be for just cause for non-probationary employees.

Section 12. Personnel Files. An employee shall have the right to review his personnel file at any reasonable time and may place written statements in his personnel file pursuant to Act 397, Public Acts of 1978, and as amended.

Section 13. Suspension. The Employer reserves the right to suspend employees. This suspension may take the form of a suspension from regular duties and temporary assignment to other duties, suspension from all duties with pay, or suspension from all duties without pay. Prior to the resolution of a disciplinary case at the departmental level, suspension without pay will only be used in cases where the Employer, within its sole discretion, feels the circumstances are of a serious nature.

ARTICLE 8

HOURS OF WORK AND OVERTIME

Section 1. General Schedules of Work. The Employer shall have the following rights:

- (i) To schedule the work of unit employees to meet the needs of the Animal Control Department. General schedules will be posted at least one (1) month in advance.
- (ii) To establish shift starting and quitting times. The Lodge will be notified in advance of general changes in starting and quitting times.
- (iii) To change the number of hours which comprise the normal workday or shift, and the number of days or shifts which comprise the normal workweek, including the right to change the number of days off during any particular period of time.
- (iv) To require overtime work.
- (v) To schedule on a biweekly basis, i.e., 80 hours of work in a two week period for full time employees.

Section 2. Individual Schedules of Work.

- (a) Employees will be given five (5) days notice of any individual shift changes, unless an emergency exists.
- (b) By mutual agreement between the involved employees and the Employer, employees may trade posted individual work days, and/or pass days, and/or holidays provided such trades do not result in additional overtime or holiday payment for either employee.

Nothing in this Article shall permit an employee to trade posted work days or pass days for the purpose of achieving overtime pay or compensatory time.

Section 3. Pass Days.

- (a) Employees receive pass days in lieu of weekends off. In a calendar year there are fifty-two (52) Saturdays and fifty-two (52) Sundays for a total of one hundred four (104) weekend days.

Additionally there are twelve (12) holidays recognized in this contract. This is a total of one hundred sixteen (116) days which an employee who works on Monday-Friday schedule would normally be off work each year. The Animal Control Supervisor's right in Section 1 to change work schedules is expressly limited to schedules which normally allow a total of at least one hundred sixteen (116) days off per year. Permissible examples are, assuming twelve (12) holidays (this list is not all inclusive):

- (1) Five (5) workdays per week (Monday through Friday) plus twelve (12) days off for the holidays as recognized in Article 12, Section 1. The workday shall be eight (8) hours including a one hour unpaid meal period.
- (2) Modified 5-2. Five (5) workdays per week (other than Monday through Friday) plus twelve (12) days off for the holidays as recognized in Article 12, Section 1. The workday shall be eight (8) hours including a one hour unpaid meal period.

(b) The preceding paragraph (a) is subject to the minimum requirement that each employee shall receive eight (8) pass days (i.e. days off) during each twenty-eight (28) day pay period.

(c) Additional pass days shall not be granted if an employee works on a pass or a holiday and is compensated accordingly.

Section 4. Lunch Periods and Rest Breaks. Members of the bargaining unit shall receive two (2) fifteen-minute paid rest breaks and a one hour unpaid lunch period during each scheduled workday subject to the provisions of (3)(a)(1) and (3)(a)(2). The Employer and the employee both recognize that due to the responsibilities of the assignment, it is not always possible to take the rest breaks and lunch period at a convenient or set time. However, members are encouraged to take their rest breaks and lunch periods when possible. If an employee's lunch break is interrupted, the employee will be paid at the rate of time and one half (1 ½) for such interruption, with a minimum payment of one (1) hour compensation.

Rest breaks and lunch periods not taken will not accumulate.

Section 5. Overtime. An employee covered by this Agreement who is required by the Department to work time in excess of his regular scheduled hours in any scheduled pay period shall receive additional pay at the rate of time and one-half (1 ½) his hourly rate (salary divided by 2080 hours) for all such hours.

(a) Nothing herein shall prohibit the employee from electing to accept compensatory time off in lieu of overtime pay which is also earned at one and one half (1 ½) times the hours worked, except Court time shall be compensated by overtime payment exclusively.

(b) Such compensatory time must be taken in at least one (1) hour increments at a time mutually agreeable to the Employer and the employee.

(c) Such compensatory time may be accumulated to a maximum of one hundred sixty (160) hours. Accumulated compensatory time may be paid to an employee, minimum of twenty (20) hours, upon written request by the employee, up to a maximum payout of eighty (80) hours once each calendar year. Such written request must be received by the Employer at least two (2) weeks prior to the appropriate pay period. Accumulated compensatory time must be used prior to separation to allow for a maximum payout of no more than eighty (80) hours.

Section 6. Pyramiding of Overtime. Overtime shall not be pyramided.

Section 7. Court Time. Any employee of the bargaining unit who is required by the Department to attend court or attend any other forum related to his duties during off duty time, which results in them working in excess of the regular workday or in excess of eighty (80) hours in a biweekly pay period, will be considered on duty and will be paid overtime under the following circumstances:

(a) In criminal cases arising out of the employee's official performance, where the employee is not a defendant.

(b) In civil cases related to the employee's official performance where the employee is not the plaintiff and has received a valid subpoena or has been instructed by the Employer to appear. In such cases, and also when attending civil court as a part of a regularly scheduled duty shift, all available fees shall be accepted by the employee and turned over to the Employer. An

employee of the bargaining unit who is required to attend court as described above, while on duty, will attend court in a regular duty status.

Section 8. Training Officer Compensation. Employees required to train new employees for six (6) hours or more in any given day during the first thirty days of the new employee's employment will receive one (1) hour per day in addition to their regular pay.

Section 9. On Call Payment. (a) Regular. Employees on an emergency "on call" status shall remain accessible for necessary communications. Employees on emergency "on call" status shall have with them a Department vehicle and a pager unit while on such status. Except for transportation to and from the employee's home, the department vehicle is to be used for official duties. Officers on emergency "on call" status shall receive two and one half (2 ½) hours pay at their regular straight time rate for each day they are on call. On call payment shall not be included in calculating overtime. Any employee on an emergency "on call" status who is required to go out on a call, or to make a direct telephone contact with a complainant (fifteen minute increments) shall be paid at a rate of time and one half for all hours worked in responding to a call or telephone complaint.

(b) Holidays. Employees on call on a designated County holiday shall receive five (5) hours pay at their regular straight time rate for each holiday they are on call, in lieu of their regular on call rate and in addition to their holiday pay. Such payment includes compensation for the on call employee being required to clean the kennels and feed the animals in the kennels on that holiday. All other provisions of (a) above shall apply.

(c) Use of Director. The Director can be used for on call situations to cover shifts if no bargaining unit personnel are available.

Section 10. Authorization of Overtime/On Call.

Overtime and on call must be authorized by the Employer or its designated representatives before it will be paid.

Section 11. Call Back. If an employee is called back to work (including Court Time) during scheduled off duty time, he will be compensated for a minimum of two (2) two hours at the applicable rate unless such call back shall extend past two (2) hours in which case he shall be paid for all hours or portion thereof worked. Provisions of this section are not applicable when call back works into the start of an employee's regular shift. In this case overtime will be paid.

ARTICLE 9

SENIORITY

Section 1. Definition. Seniority is defined in Article 28, Section 2. It shall equal the time actually spent on the active payroll, plus approved leaves of absence unless otherwise provided in the 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.

Section 2. Seniority List. A seniority list shall be prepared and a copy posted on the bulletin board. It shall be revised and kept current by the Employer.

Section 3. Loss of Seniority. An employee shall lose his status as an employee and his seniority if:

- (a) the employee quits or retires;
- (b) the employee is discharged and the discharge is not overturned by the grievance procedure.
- (c) He is convicted or pleads guilty or nolo contendere to a felony, or a misdemeanor which misdemeanor results in sentenced jail time excluding traffic, first offense alcohol related, and first offense domestic assault unless such misdemeanor offense interferes with the employee's ability to work.

Nothing contained herein is intended to preclude the imposition of discipline by the Employer for misdemeanors which Employer discipline shall be subject to the grievance procedure;

- (d) the employee fails to report for work two (2) consecutive working days unless an excuse acceptable to the Employer is presented;

- (e) the employee has been on layoff status for a period of eighteen (18) months or the length of his seniority, whichever is less;
- (f) if he intentionally makes a material false statement on his employment application or other Employer record or document.

Section 4. Probationary Employees. All new employees and current employees that have been hired into a new classification shall be on probation for 2080 hours of time worked. During this period an employee shall be considered as a temporary employee for the purposes of probation.

Until a new employee has completed the probationary period described herein, he is considered to be an at will employee and may be laid off, disciplined, or discharged without regard to this Agreement and without recourse to the Grievance Procedure. The Employer shall have no obligation to re-employ an employee who is laid off or discharged during his probationary period. However, the Lodge will represent such employees for the purpose of collective bargaining in respect to their rate of pay, hours and other conditions of employment.

Section 5. Seniority Employees Promoted Outside the Bargaining Unit. If an employee is promoted to a position in the Sheriff Department, which is not included in the unit covered hereby and he is thereafter returned again to any position within this unit within the probationary period of the outside position or six (6) months, whichever is less, he shall be deemed to have accumulated seniority while working in the position to which he was promoted. Upon returning, the employee shall be assigned to the rank he originally held prior to the promotion, seniority permitting subject to all of the applicable provisions of Article 28.

Section 6. Same Seniority Date. If seniority within the Department or the classification is the same, then seniority shall be determined by the drawing of lots.

Section 7. Temporary Assignments. Any employee assigned by the Animal Control Supervisor to perform the duties of a higher ranking officer for a period in excess of fifteen (15) calendar days shall be paid at the rate of pay that represents at least a five percent (5%) increase over their current pay scale for all assigned hours worked. The increased pay rate shall

commence on the first day after the employee has held the assignment for fifteen (15) calendar days and shall continue until the employee is reassigned to his or her normal lower ranking position. The Animal Control Supervisor shall make assignments to temporary vacancies in higher positions based on all appropriate factors. When in the opinion of the Animal Control Supervisor, the vacancy is no longer temporary, but permanent, he shall follow the Rules and Regulations currently used by the Sheriff Department to fill the permanent vacancy.

ARTICLE 10

LEAVES OF ABSENCE AND SICK PAY

Section 1. Good Cause. Leave of absence may be granted by the Sheriff for good cause, during which the employee shall continue to accumulate seniority.

Section 2. Military Leave of Absence. Application for military service leave of absence shall be made to the Animal Control Supervisor in writing as soon as the employee is notified of acceptance in military service and, in any event, not less than two (2) weeks prior to the employee's departure. The Employer and the Lodge agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States and of his re-instatement thereafter shall be governed by applicable statutes. An employee in military service shall retain any unused sick leave or vacation time accrued and rights under such provisions shall be governed by applicable Federal and State Law.

Section 3. Family and Medical Leave. The Family and Medical Leave Act requires those Employers with 50 or more employees to allow employees to take an unpaid leave of absence for up to 12 weeks (and under certain circumstances for up to 26 weeks) per calendar year. The leave may be taken for the birth of a child, placement of a foster care child in the employee's home, adoption of a child; to care for a seriously ill immediate family member; for the employee's own serious health condition; to address certain qualifying exigencies permitted when the employee's spouse, son, daughter, or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation; or to care for a member of the Armed Forces (including the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability

retired list. Immediate family members include child, spouse or parents. During an FMLA leave, the employee may not obtain any employment he or she did not have immediately before the commencement of the leave.

The employee must have worked the 12 months prior to the request for unpaid leave and must have worked at least 1250 hours in that 12 month period to qualify for this unpaid leave of absence. The employee is required to give a 30 day notice of their intent to use the leave, whenever foreseeable. The proper forms may be obtained from the Employer.

In the event that the leave is being requested for the care of an immediate family member, it will be required to have a physician's statement certifying the necessity for such leave. In the event that the leave is for the birth of a child, any time off under the County's Short Term Disability Plan is included as part of the 12 weeks allowed under the Family Medical Leave Act.

Although the law indicates that an employee is entitled to a 12 week unpaid leave of absence, the County has the right to, and may require its employees to use their accumulated sick leave (where applicable) or annual leave. However, this does not extend the leave beyond the 12 weeks.

The Employer is also required to continue all health insurances as though an employee is actively working for a maximum of 12 weeks. However, the Employer does have the right to collect premiums for the health insurances in the event an employee does not return to work at the end of their 12 week leave, unless medically not able to return.

Section 4. Sick Pay.

(a) Accrual. Each regular full-time employee shall earn 3.0 hours of sick leave with pay for each completed 80 hours of service. Hours worked in excess of 80 hours in a biweekly pay period shall not be counted. Regular part-time employees shall earn sick leave on a pro-rated

basis. The amount of sick leave earned shall be determined by multiplying the full time rate by a fraction derived by dividing the actual hours worked or compensated for during a pay period (exclusive of overtime) by 80.

(b) Accumulation. Sick leave shall be credited at the end of the bi-weekly pay period in which service is completed.

Sick leave shall be considered available for use only in a biweekly pay period following the biweekly pay period in which it is earned.

Any sick leave hours accumulated in excess of five hundred (500) hours shall be compensated to the employee once a year at their current rate of pay. Such compensation will be made on the first pay day in December.

(c) Use. Employees may use accrued sick leave hours provided they have been employed 30 days.

Sick time shall not be used in less than one-half (1/2) hour increments.

Eligible employees may use accrued paid sick leave for absences due to illness, injury or pregnancy. Sick leave may also be used for illness of an employee's immediate family members where their attendance is essential to their care. Absences for medical, dental or optical appointments may also be taken from accumulated sick leave. "Immediate Family" shall mean current spouse, child, or parents.

Employees taking sick leave shall notify their immediate supervisor within the first hour of the employee's work day. Failure to do so may result in loss of pay for the period of absence.

Employees shall furnish proof of illness, injury or doctor's appointments when requested by the Employer. Falsification of such evidence may result in dismissal from employment.

(d) Pay-Out of Earned Sick Leave. Any employee who retires and is immediately eligible for retirement benefits as defined by the Municipal Employees' Retirement System (MERS) shall be paid 50% of their unused earned sick days in a lump sum payment. Upon the death of an employee, their designated beneficiary shall receive 50% payment of their unused earned sick leave in a lump sum payment. The amount of pay for each such hour shall be based on the employee's most recent rate of pay.

(e) Evidence of Fitness. The Employer may require that an employee present medical certification of his or her physical or mental fitness to perform the essential functions of the job, with or without accommodation.

(f) Returning to Work. Employees returning to work from an illness may be required by the Employer to submit a statement from his physician qualifying his ability to return to work.

Section 5. Leave for Lodge Meetings. The Lodge Representative or Alternate may attend meetings of the Lodge and shall be allowed time off without pay to attend such meetings, subject to the following guidelines:

(a) Only one (1) employee may be gone at any one time.

(b) No employee may be gone more than three (3) days in any calendar year.

(c) The combined total of all leave days for all employees shall not exceed three (3) days per calendar year, and

(b) If the absence of the Lodge Representative would result in the payment of overtime to another employee, the Alternate Representative shall attend the meeting.

ARTICLE 11

BEREAVEMENT PAY

Section 1. Immediate Family. When death occurs in an employee's immediate family, i.e., spouse, parent, parent of current spouse, child or step-child, brother or sister, grandparent, grandparent of current spouse, grandchild, the employee on request will be excused for up to three (3) normally scheduled working days immediately following the date of death and through the day of the funeral, provided he attends the funeral.

Step-parents, step-brothers and step-sisters shall also be included above if the step-relationship began before the employee reached his 19th birthday.

Section 2. Compensation. 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 such scheduled days of work for which he is excused.

Section 3. Intent. 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 4. Additional Time. Additional bereavement leave may be granted either without pay, or with pay deductible from sick leave or vacation leave for good cause shown.

ARTICLE 12

HOLIDAY PAY

Section 1. Recognized Holidays. The following days shall be considered Holidays for the purpose of this Agreement:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

Section 2. Compensation. Employees covered by this Agreement scheduled pursuant to Article 8, Section 3(a)(1) or Section 3(a)(2) shall receive holiday compensation for the above holidays according to the following:

(i) If an employee is scheduled to work on one of the holidays listed above, the Employer reserves the right to give the employee the day off with pay in lieu of any other pay for this day.

(ii) If an employee is scheduled to work on one of the holidays listed above, and in fact does work on one of the holidays listed above, he shall receive two (2) times his regular pay for all hours worked on the holiday.

(iii) If an employee does not work on a holiday because the holiday falls on a pass day, he shall receive a compensatory day off at a time mutually convenient to both the employee and the Employer.

(iv) If an employee is not scheduled to work on a holiday because the holiday falls on a pass day, but is required to work or is called in to work he shall receive time and one half (1 1/2) for all overtime hours worked on his pass day and shall also receive compensatory time off for all hours worked on his pass day.

Section 3. Pro-Ration. Holiday pay shall be pro-rated to those employees only working part of the holiday for that part worked.

Section 4. Eligibility. In order to qualify for such holiday pay, each employee must work the full number of scheduled work hours on his last scheduled workday prior to each such holiday and the full number of scheduled work hours on his first scheduled workday after each such holiday.

An employee who fails to work the full number of hours on the first scheduled workday prior to or immediately after the holiday because of approved, paid for leave such as sick leave, vacation leave, funeral leave, etc. shall receive holiday pay.

The requirement that employees work the day before and the day after the holiday may be waived by the Employer in its discretion providing that the employee must receive written permission to be absent prior to the holiday in order to be eligible for holiday pay.

ARTICLE 12

HOURS OF WORK AND OVERTIME

Section 5. Day of Celebration. The above holidays shall be observed on the same days as those celebrated by the County's non-union employees.

Section 6. Scheduled But Fails to Work. If an employee is scheduled to work on a holiday but fails to report for work, he shall forfeit his holiday pay.

ARTICLE 13

PERSONAL LEAVE DAYS

Section 1. Number. All employees who have completed their probationary period shall be eligible for three (3) personal leave days per calendar year. If an employee becomes eligible for personal leave days in the first (1/2) half of the calendar year, he shall receive three (3) days in that year. If an employee becomes eligible for personal leave days in the second half (1/2) of the calendar year, he shall receive one (1) day in that year, and three days thereafter for each subsequent year.

Section 2. Advance Notice. An employee must request a personal leave day at least one week in advance except in emergencies and, if the needs of the employer will permit, it shall be granted on a first request basis. If the needs of the Employer do not permit it, the employee shall select another day.

Section 3. Lose If Not Used. Personal leave days may not be carried over to subsequent years. Unused personal leave days in the year in which employment terminates shall automatically lapse.

ARTICLE 14

VACATIONS

Section 1. Accrual. Regular full-time employees shall earn annual leave per the following schedule:

<u>CONTINUOUS SERVICE</u>	<u>HOURS EARNED EACH PAYROLL PERIOD (80 HRS.) OF PAID SERVICE</u>
0 through 4 years	3.1 hours = (2 weeks per year)
5 through 9 years	4.6 hours = (3 weeks per year)
10 or more years	6.2 hours = (4 weeks per year)

After you have completed 4 years of employment, at the beginning of your 5th year, you will accrue 4.6 hours per pay period. When you have completed your 9th year of employment, at the beginning of your 10th year, you will accrue 6.2 hours per pay period.

Regular part-time employees shall earn annual leave on a pro-rated basis. The amount of annual leave earned shall be determined by multiplying the full time rate by a fraction derived by dividing the actual hours worked or compensated for during a pay period (exclusive of overtime) by 80.

Vacation leave may not be used until the employee has completed 6 months of continuous paid service with the Employer.

Vacation leave may be used only after the pay period in which it is earned.

Section 2. Computation of Vacation Pay. Vacation pay shall be computed on the basis of the employee's current straight time rate at the time the vacation is taken.

Section 3. Maximum Accumulation/Separation. Vacation credits may be accumulated to a maximum of one hundred and sixty (160) hours. Upon retirement or separation from employment with the Department, an employee who has completed six (6) months of continuous employment shall be paid for their unused vacation hours. In the event of the death of an employee who has completed six (6) months of continuous employment, their designated beneficiary shall receive their unused vacation hours in a lump sum payment. The amount for

each such hour being paid for will be based on the employee's most recent rate, or an average of their most recent five (5) years pay rate, whichever is higher, up to a maximum payout of no more than one hundred and sixty (160) hours.

Employees who leave or quit without giving at least two (2) weeks prior written notice shall forfeit and waive their right to any accrued vacation pay, unless there are extenuating circumstances.

Section 4. Eligibility. To be eligible for full vacation pay an employee must have been a full-time employee and have received pay during all available 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 pro-rated accordingly.

Section 5. Scheduling. A vacation schedule will be posted no later than January 5th of any given year and employees will be allowed to submit vacation requests until February 15th. Approval of these requests is contingent upon the needs of the County to have particular positions and shifts filled throughout the year. No later than March 1st, the County will post the approved vacation schedule for the year.

If more than one employee requests the same vacation time prior to February 15th, then seniority will be used to determine the employee allowed to be off on vacation.

After March 1st, vacation requests shall be approved contingent upon the needs of the County to have particular positions and shifts filled throughout the year on a first come, first served basis.

Section 6. Method of Taking.

(a) Vacation hours shall be paid time off and vacation shall be taken in increments of no less than one (1) hour. Such time must be scheduled with the prior approval of the Employer.

(b) If an employee schedules a vacation week, and one of those vacation days falls on a holiday, the employee shall be allowed to take the single day off at a later date. Such days must be scheduled with prior approval of the Employer.

(c) Employees may select up to two weeks of vacation, in calendar week increments as primary vacation picks. Primary vacation picks take precedence over individual days or individual hours off. No employee may “bump” a less senior employee’s week of vacation when taking individual days or hours off. Once a vacation week has been approved it cannot be changed if the employee can demonstrate a financial hardship to the Director. If the employee does not agree with the decision of the Director, they can appeal his decision to the Controller.

(d) The Director can be used for vacation situations to cover shifts if no bargaining unit personnel are available.

ARTICLE 15
INSURANCE AND PENSION BENEFITS

Section 1. Health Insurance. - Current Employees

(a) Coverage. Coverage for eligible employees shall begin on the first day of the month following 30 days of employment or the first day following their date of employment that allows them to have continuous coverage from previous employment. Coverage shall end upon employee's separation from employment.

All eligible regular full-time employees shall be covered by a health insurance plan, which is currently the Blue Cross and Blue Shield of Michigan Community Blue 6 Plan, as attached hereto as Appendix C.

An employee, whose spouse has comparable group health insurance from another source, must secure coverage for the spouse from that group. The comparable coverage must also cost the spouse less than \$1,200.00 annually effective January 1, 2011. The spouse may be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be comparable to the coverage provided by the Employer. When a spouse has coverage, as described above, any other eligible family members will be covered according to the Order of Benefit Determination Rules, i.e., coverage is the coverage plan of the parent whose birthday is earlier in the calendar year.

If an employee does not agree with the County's determination of comparable coverage, they may submit the issue for an independent third party review. The independent third party will be mutually agreed to by the Union and the County. The decision made by the independent third party shall be final and binding on all parties and not subject to the Grievance Procedure.

As soon as practicable after ratification of this Agreement by both parties, each member of the bargaining unit who is employed by the Employer on January 15, 2011 shall receive a one-time, off-schedule, ratification bonus equivalent to 1.50% of his/her base salary set forth on Appendix A. This ratification bonus will be paid on the January 21, 2011 pay date.

(b) Premiums. Effective as soon as practicable after ratification of this Agreement by both parties, all employees eligible for health insurance will pay five percent (5%) of their health insurance premium (such payment will not be made by employees who waive health insurance coverage pursuant to (c) of this Section).

(c) Payment in Lieu of Coverage. A regular, full-time employee who is eligible for health insurance via another source and who executes an affidavit to that effect may elect not to be covered by the health insurance provided under this Article. The decision to waive coverage shall be made once per calendar year, during the 30 day period prior to January 1st of each year. A waiver agreement drafted by the County shall be executed by the employee. In the event the employee elects to forego health insurance, the County shall pay the employee the amount of \$100.00 monthly (up to \$1,200.00 per year) directly as taxable compensation. The payment shall be made on a monthly basis, on the first payday of the month following coverage. New hires may opt for the health waiver upon hiring into the County.

The provision of the sub-section (b) shall not apply to a husband and wife who are both employees of Eaton County. Those employees shall not be permitted to have double health insurance coverage.

An employee losing health insurance coverage from another source shall notify the County Personnel Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following alternate

coverage. No pre-existing condition requirement has to be met in this situation. The employee shall be paid through the month in which they were covered under the waiver. Payment to be made the first payday of the month following coverage.

Section 2. Health Insurance. – Retirees – Employees Hired Prior to April 1, 2007.

(a) Eligibility. The Employer agrees to provide the same health insurance coverage as it does for active employees, if available, for all eligible employees with the Employer paying the appropriate health insurance premiums. Retirees are required to apply for Medicare (Parts A and B) when they are eligible to do so. The County health care will supplement Medicare Parts A and B. An eligible employee is one who:

1. Has twenty-five (25) years of service with Eaton County (prior military service time or any other type of Municipal Employees Retirement System (MERS) service credit purchased before July 1, 1996 in accordance with MERS policy can be included in the 25 year requirement); is at least fifty five (55) years of age and has not had any lapse in group health coverage, or
2. Is retired due to duty disability as determined by MERS, or
3. Is an employee who retires with twenty-five (25) years of service (as defined in (a) (1) above); has not attained the age of (55), and who maintains group health coverage. When said employee reaches age 55, he becomes eligible for the Employer's paid group health coverage as provided herein, provided, the employee can document continuous group health coverage from the date of retirement.

(b) Working Elsewhere After Retirement. An eligible retiree, past or present, may be employed elsewhere after retirement. If such eligible retiree's employment is with another Employer providing comparable group health coverage, he must secure coverage from that group. The comparable coverage must also cost less than \$600.00 annually (\$900.00 effective January 1, 2009). (This amount shall be \$1,200 for those eligible retirees who retire on or after January 1, 2011). The retiree may then return to the Employer's group health coverage upon his separation from the other Employer.

If an employee does not agree with the County's determination of comparable coverage, they may submit the issue for an independent third party review. The independent third party will be mutually agreed to by the Union and the County. The decision made by the independent third party shall be final and binding on all parties and not subject to the Grievance Procedure.

(c) Alternate Coverage. An eligible retiree, past or present whose spouse has comparable group health insurance coverage from another source must secure coverage for the spouse from that group. The comparable coverage must also cost the spouse less than \$600.00 annually (\$900.00 effective January 1, 2009). (This amount shall be \$1,200 for those eligible retirees who retire on or after January 1, 2011). The spouse may then be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be comparable to the coverage provided by the Employer.

If an employee does not agree with the County's determination of comparable coverage, they may submit the issue for an independent third party review. The independent third party will be mutually agreed to by the Union and the County. The decision made by the independent third party shall be final and binding on all parties and not subject to the Grievance Procedure.

(d) Spouse Coverage.

(1) An eligible employee may include health insurance coverage for his spouse under the following conditions:

(i). From the date of the employee's eligibility for paid health insurance for the initial twelve (12) month period, the Employer will pay 50% of the premium difference required to include the spouse with the employee paying the remaining 50% of the premium difference.

(ii) For the next twelve month period, the Employer will pay for 60% of the premium difference required to include the spouse with the employee paying the remaining 40% of the premium difference.

(iii) For the next twelve month period the Employer will be responsible for paying 70% of the premium difference required to include the spouse with the employee paying the remaining 30% of the premium difference.

(iv) For the next twelve month period the Employer will be responsible for paying 80% of the premium difference to include the spouse with the employee paying the remaining 20% of the premium difference.

(v) For the next twelve month period the Employer will pay 90% of the premium difference required to include the spouse with the employee paying 10% of the premium difference.

(vi) The Employer will be responsible for the entire premium payments made thereafter.

(2) For all employees hired after October 1, 2000, spouses may continue to be covered by the Employer's health insurance plan, at the employee's expense, upon the employee's retirement.

(3) In the event of the employee's death, the spouse (at the time of retirement) may continue coverage as described in this Section at the Employer's expense. (For all employees hired after October 1, 2000, the coverage shall be provided, at the spouse's expense).

(4) In the event of the death of the employee's spouse (at the time of retirement) and if the employee remarries, the new spouse may be covered at the employee's expense.

(e) Continuation of Employer's Group Health Coverage. Any employee who retires and is not eligible for health insurance coverage as described herein and (1) who is immediately eligible for retirement benefits under MERS or (2) is retired due to non-duty disability as determined by MERS may remain on the Employer's health insurance plan by paying the full amount of the premium on a prepaid quarterly basis for a period of ten (10) years or when the employee is eligible for Medicare, whichever occurs first.. Procedure for such payment will be established by the Employer.

(f) Payment in Lieu of Coverage. An eligible retiree as of January 1 of any year, who is eligible for health insurance via another source and who executes an affidavit to that effect may elect not to be covered by the health insurance provided under this article. The decision to waive coverage shall be made once per calendar year. A waiver agreement drafted by the County shall be executed by the retiree. In the event the retiree elects to forego health insurance, the County shall pay an amount up to twelve hundred dollars (\$1,200.00) directly to the retiree as taxable

compensation. The payment shall be made on an annual basis, as soon as possible after the end of the calendar year. A retiree is eligible for full payment if they have been eligible for County paid health insurance for the prior twelve (12) month period and a new retiree is eligible for a pro-rated payment if they are eligible for County paid health insurance and have retired within the preceding twelve month period.

The provisions of this Sub-section (f) shall not apply to a husband and wife who are both retirees (or one employee and one retiree) of the County or of any of the Courts of Eaton County.

A retiree losing health insurance coverage from another source shall notify the County Personnel Department in time so that the retiree and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following the loss of alternate coverage. No pre-existing condition requirement has to be met in this situation. The retiree shall be paid a pro-rated payment. Said payment shall be based on the number of months of full time service credited to a retiree from the preceding January 1. Payment shall be made as soon as possible after the end of the calendar year.

Retirees eligible for payment in lieu of health insurance and who become deceased shall have a pro-rated payment made to their beneficiary (as determined by MERS). Said payment shall be made as soon as possible after the retiree's death and shall be based on the number of months of full time service credited to the retiree from the preceding January 1.

A retiree who obtains health insurance coverage from another source, and elects not to be covered by the County's health insurance shall be paid a pro-rated payment. Said payment shall be based on the number of months of full time service credited to a retiree from the time they obtained the alternate coverage until January 1. Payment shall be made as soon as possible after the end of the calendar year.

(h) Health Care Savings Program. The County has established a Health Care Savings Program (HCSP) through the Municipal Employees Retirement System (MERS). Any accumulated leave time available to be paid to an employee upon their separation from or retirement from the County may, at the employee's option, be converted into a HCSP in accordance with MERS Policy.

Section 3. Health Insurance – Retirees – Employees Hired After April 1, 2007. Any employee hired after April 1, 2007, will not be eligible for County paid retiree health insurance. The County has established a Health Care Savings Program (HCSP) through the Municipal Employees Retirement System (MERS). Employees will be required to contribute 1% of their salary into their HCSP, which will be a pre-tax deduction. In addition, the County will contribute an amount equal to 2% of the employee's salary into their HCSP. An employee is also able to contribute an additional portion of their salary into the HCSP over and above the mandatory 1%, up to 10%, which will also be a pre-tax deduction. The County will match the additional contribution by the employee for any amount over 2% and up to 4%.

Any money contributed by the employee, both on a mandatory or voluntary basis, will remain in the employee's account to use for allowable health related activities upon their retirement or termination of employment with the County. In the event of an employee's death, the vesting provisions described below shall apply to the funds in the employee's account. These funds shall remain available for use by the employee's spouse and/or legal dependents under the same terms and conditions for all other individuals enrolled in the County's HCSP. In the event the employee has no spouse or legal dependents, the County shall pay the appropriate amount to the employee's beneficiary in a lump sum payment.

The HCSP has a vesting period. If an employee terminates employment prior to 5 years of service they will receive only their contributions. An employee with 5 years of service, but less than 10 years of service, shall receive both their contributions and fifty percent (50%) of the County's contributions upon their termination of employment from the County. An employee with 10 years of service or more shall receive both their contributions and the County's contributions upon their retirement or termination of employment from the County.

Any leave time accumulated, but not used (available), which is eligible to be paid to an employee upon their separation from or retirement from the County may, at the employee's option, be converted into their HCSP in accordance with MERS Policy.

Section 4. Dental Insurance. All employees and their families shall be covered by a Dental Plan. Dental services will be provided with the employee paying 50% of claims and the Plan paying 50% of the claims up to a maximum of \$1,200 per covered person per year.

Section 5. Life Insurance and Accidental Death and Dismemberment Coverage.

The County provides life insurance coverage (\$30,000) and accidental death and dismemberment insurance coverage (\$30,000) for all regular full time employees. Coverage for employees shall begin on the first day of the month following 30 days of employment. The County shall pay the entire premium costs for all such coverage. An employee may convert the County policy to a personal policy when they terminate their employment, if permitted by the insurance carrier.

Section 6. Sickness and Accident Insurance.

(a) Coverage. The County provides S & A insurance coverage for all regular full time employees. The coverage will be applicable to non-work related disabilities (including pregnancies), as set forth in the Plan Document. If an employee fails to return to work or returns

to work from a disability leave and resigns prior to the completion of ninety (90) days of employment they shall be required to reimburse the County for any disability benefits received during their leave, unless the reason for not returning or not completing the (90) day period is that the employee is eligible for another disability leave, workers' compensation or Family Medical Leave Act. During the time an employee is off of work on the Sickness and Accident Program, they shall have no employment that they did not have before the injury or illness which resulted in the claim for S & A benefits. The coverage shall provide the following:

66 2/3% of basic weekly earnings to a maximum of \$425 for 26 weeks maximum, commencing the first day if an accident and eighth day if an illness (in which event the employee must use accumulated leave time for the first seven (7) days). Increases (not reductions) of the weekly maximum benefit approved in the County Plan shall be applicable to the members of the bargaining unit.

Coverage for eligible employees will begin on the first day of the month following 30 days of continuous employment. The County shall pay the entire premium cost for all such coverage.

An employee may use accumulated sick leave, annual leave, personal leave, or compensatory time to make up the difference between the S & A rate of compensation and the employee's normal rate of pay.

Before returning to work, the employee must present a doctor's certificate that they can perform all the duties of the position to which they are returning.

The Employer shall continue to pay the cost of life, sickness and accident, dental and the Employer portion of the health insurance premiums for the length of the disability.

The employee shall continue to pay the cost of the employee portion of the health insurance premiums for the length of the disability.

(b) Limited Duty. At times, an employee who has suffered a disability is physically able and qualified to perform limited duties while recuperating from such disability. Based upon the Department Head's judgment relative to need, availability, costs and physical limitation, such employee may be utilized for limited duty. The employee may be assigned to work any time between 8 a.m. and 5 p.m., Monday through Friday.

Employees being considered for limited duty must present either a physician's statement of physical ability to perform limited duty or medical examination report by the Employer's designated physician to the Animal Control Supervisor and present proper medical certification.

When an employee is approved for normal duty by the appropriate physician he shall immediately notify the Animal Control Supervisor and present proper medical certification.

Section 7. Insurance Premiums/Unpaid Status. An employee on an unpaid sick leave of sixty (60) calendar days or more, or an employee on layoff of thirty (30) calendar days or more, or off work and entitled to Workers' Compensation for fifty-two (52) weeks or more, shall pay full cost of life, sickness, dental and health insurance premiums. An insurance notice will be attached to the sick leave of absence form.

Section 8. Insurance Coverage Changes. If an employee wishes to make any change to their health insurance coverage such as an addition of a dependent, deletion of a dependent, etc. the Employer must be notified, in writing within three (3) weeks of the occurrence. If the notice of the addition of dependents is not made within the three (3) week period, the addition will not be able to be effective until the next open enrollment period, which is January 1 of every year.

Section 9. Insurance Contracts. Copies of insurance contracts, including eligibility requirements and benefit schedules are available for inspection on request.

Section 10. Workers' Compensation.

(a) Guidelines. The Employer shall provide Workers' Compensation coverage. The Employer's responsibility is to provide for reasonable medical or attendant care to employees who receive personal injuries arising out of and in the course of their employment. A physician will be designated by the County to provide such services. The injury must be immediately, or as soon as practical thereafter, reported to the Personnel Office so that the appropriate forms can be completed. Arrangements can then be made to see the designated physician.

After ten (10) days from the inception of medical care, an employee may treat with a physician of his own choice but he must first notify the Personnel Office of the name of the physician and his intentions to treat with such physician.

Failure to follow these procedures will result in the denial and refusal of payment of medical bills where treatment has been sought outside the proper guidelines. During the time an employee is off of work on Workers' Compensation, they shall have no employment that they did not have before the injury or illness in the claim for Workers' Compensation benefits.

(b) Supplement. When an employee is off work and entitled to workers' compensation payments, the County will provide the difference in pay between an employee's regular pay and the workers' compensation benefit for a period not to exceed six months.

(c) Limited Duty. At times, an employee who has suffered accident, injury, or illness is physically able and qualified to perform limited duties while recuperating from such accident, injury, or illness. Based upon the Department Head's judgment relative to need, availability, costs and physical limitation, such employee may be utilized for limited duty. Limited duty may also include part time work. The employee may be assigned to work any time between 8 a.m. and 5 p.m., Monday through Friday.

Employees being considered for limited duty must present either a physician's statement of physical ability to perform limited duty or a medical examination report by the Employer's designated physician to the Animal Control Supervisor and present proper medical certification.

When an employee is approved for normal duty by the appropriate physician he shall immediately notify the Animal Control Supervisor and present proper medical certification.

Section 11. Pension.

(a) Continuation of the Municipal Employees' Retirement System (MERS). The Employer agrees to continue to apply the Municipal Employees' Retirement System (MERS) to employees in the bargaining unit represented by the Lodge for the duration of this Agreement as set forth in the plan, the terms and conditions of which are binding on the parties as though fully set forth herein, with the same benefits as presently in effect.

(b) Employees Contribution. The employees' current contribution rate to their Retirement Plan shall be 8.22% for the Benefit Program B-4.

(c) Benefit Programs B-3 and B-4. The retirement plan for all unit employees is Benefit Program B-4 (credited service at time of termination of employment multiplied by 2.5% of final average compensation, to a maximum of 80% of final average compensation). The employee computed contribution rate to support Benefit Program B-4 is 2.32% as evidenced by the valuation and letter dated September 17, 2002 from Gabriel, Roeder, Smith and Company. Prior to that, the retirement plan for all unit employees was B-3 (employee contribution of 5.9%).

(d) Benefit Program F55/25. The Plan currently provides for no reductions in pension for those employees who retire and are less than 60, but at least 55 years of age with 25 years or more of credited service.

(e) Final Average Compensation. The Plan provides for the final average compensation being computed on the highest thirty-six (36) consecutive months of earnings, divided by three (3) (Benefit Program FAC-3).

(f) No matter respecting the Pension Plan shall be subject to the Grievance Procedure of this Agreement.

Section 12. Right to Change Carriers. The Employer reserves the right to change insurance carriers, provided that comparable benefits will be provided to the employees.

Section 13. False Arrest & Liability Insurance. The Employer shall provide liability insurance in the amount of at least Five Hundred Thousand Dollars (\$500,000) combined with single limit with an excess insurance limit of liability of One Million Dollars (\$1,000,000) against liability for acts of an employee while he is acting within the scope of his authority. A copy of the policy will be furnished to the Lodge Bargaining Committee upon request.

The Employer will provide to the employee such legal assistance as will be required when civil action is brought against an employee as a result of good faith acts occurring when and while said employee is acting within the scope of this authority; provided that notification is immediately given to the Employer that service of process was made upon the employee.

Section 14. Deferred Compensation Plan. The employees are eligible for a group deferred compensation plan provided by the Employer. There are three open enrollment periods each year, those being January, May and September.

ARTICLE 16

UNIFORMS AND EQUIPMENT

Section 1. Uniforms. The Employer agrees to furnish, repair and replace all uniforms for employees, required by the Animal Control Supervisor to wear uniforms, who have completed ninety (90) days of employment.

Section 2. Cleaning Allowance. All uniformed employees, shall be entitled to reimbursement for dry cleaning expenses upon presentation of paid cleaning receipts. Reimbursement shall occur within one week after the Board of Commissioners approves the voucher. Reimbursement shall not exceed two hundred dollars (\$200.00) per employee per year (October 1st through September 30th).

Section 3. Reporting Defects of Equipment. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies; one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment until same has been approved as being safe by a person properly certified in the repair and maintenance of said equipment or the Animal Control Supervisor or his representative.

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

Section 4. Reimbursement of Personal Property Damaged or Lost in the Line of Duty. The Employer agrees to financially compensate an employee for loss of, or damage to, certain personal property in the line of duty, where such personal property is determined to be necessary

to the performance of the employee's duties. Requests for reimbursement shall be submitted to the Animal Control Supervisor in writing, accompanied by proper documentation. Properly documented requests for reimbursement involving eyeglasses, prescription sunglasses, watches (under \$50.00), and flashlights will automatically be honored. Other personal property claims will be reviewed by the Chief Deputy and Undersheriff, and will be paid, negotiated, or denied, on the basis of reasonableness.

ARTICLE 17

LONGEVITY PAY

Section 1. Schedule. All regular full-time employees as of December 1, of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following schedule:

<u>Years of Continuous Service</u>	<u>Annual Benefit – Effective 2007</u>
At least 5 years but less than 10 years	\$ 300
At least 10 years but less than 15 years	\$ 600
At least 15 years but less than 20 years	\$ 900
20 years or more	\$1,200

Section 2. Payments Made. Longevity payments shall be made on the first pay day in December.

Section 3. Pro-Rated Longevity Payment. Longevity pay shall be pro-rated depending on the number of months in the year during which an employee has been in each category (e.g., an employee hired on September 1 shall receive \$75 {3/12 of \$300} in the December following the completion of his fourth year of service, and \$375 {\$300 + 3/12 of the \$300 difference between annual benefits} in the December following the completion of his ninth year of service, etc.).

Section 4. Retirement. Employees who are eligible for longevity payments and who retire on a regular or disability basis shall be paid a pro-rated payment. Said payment shall be based on the number of calendar years and months of full-time service credited to an employee from the preceding December 1.

Section 5. Leave. Eligible employees on unpaid leave of absence or unpaid disability leave for a period of more than thirty (30) days shall have their longevity payment pro-rated based upon the deduction of unpaid hours after the first thirty (30) days of unpaid leave.

ARTICLE 18

BULLETIN BOARD

Section 1. Bulletin Board Space Provided. The Employer shall provide bulletin board space which may be used by the Lodge for posting notices relating to Lodge affairs. This space shall be in the office in Charlotte. All notices posted by the Lodge shall be posted in all such offices or sub-offices, where employee members report for work.

Section 2. Copies Provided to Employer. The Lodge shall have all notices posted on the Bulletin Board signed by a Lodge Officer or Steward and provide the Employer a copy prior to posting. Nothing shall be posted which is defamatory or impairs the operation of the Department or which constitutes partisan political campaign material.

ARTICLE 19

STRIKES AND ILLEGAL ACTIVITY

Section 1. No Strike Pledge. Neither the Lodge 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, and complete or partial stoppage of work, walkout, slowdown, or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of the County or in any conduct which causes or results in such interference.

Section 2. Disciplinary Action. The Employer retains the right to reprimand, suspend, demote, or discharge employees engaging in a strike. Such disciplinary action on the part of the Employer shall not be construed as a violation by the Employer of any provision in this Agreement.

Section 3. No Lock Out. The Employer agrees not to lock out its employees.

ARTICLE 20

SEVERABILITY PROVISION

Section 1. Savings Clause. Should any part hereof or any provision herein contained be rendered or declared illegal by reason of existing or subsequently enacted legislation by a decree 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.

Section 2. Negotiations. The parties agree to enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for any part hereof contained which has been declared illegal as referred to in Section 1.

ARTICLE 21

WRITTEN AGREEMENTS

There are no understanding or agreements or past practices which are binding either upon the Employer or the Lodge other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Lodge until it has been reduced to writing and signed by both the Employer and the Lodge.

ARTICLE 22

COMPLETE AGREEMENT

It is hereby agreed that this Agreement is the complete understanding between the parties. Any subject whether discussed during negotiations or not shall be negotiated during the life of this Agreement, except by mutual agreement by the Employer and the Lodge.

ARTICLE 23

MISCELLANEOUS

Section 1. Special Conferences. Special conferences for important matters, including safety, will be arranged between the Lodge 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 (1) or more representatives of the Employer and one (1) or more representatives of the Lodge. 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 weekday.

Section 2. Non-discrimination. The Employer and the Lodge both recognize their responsibilities under federal, state and local laws pertaining to fair employment practices as well as civil rights. Accordingly, both parties agree that they will not discriminate against any person or persons on the basis of race, creed, color, religion, sex, age, national origin, height, weight, or disability as required by law.

Section 3. Headings. Any headings used in this Agreement are for description purposes only and neither add to nor subtract from the language of the Article or Sections they head.

Section 4. Department Vacancies. All vacancies shall be posted at the Department. All employees shall have the opportunity to apply for and be considered for any vacancy.

Section 5. Educational Assistance Program. Employees may request to utilize the County's Educational Assistance Program as established in the County Personnel Policy. This provision is not subject to the Grievance Procedure.

Section 6. Name or Address Changes. An employee shall notify the Employer in writing of any change in last name or street address promptly and, in any event, within five (5) days after

such change has been made. The Employer shall be entitled to rely upon an employee's last name and street address shown on his record for all purposes involving his employment.

ARTICLE 24

LODGE STEWARDS

Section 1. Representation. Employees shall be represented by one (1) Steward or one (1) Alternate Steward. During periods of absence of the Steward, the alternate Steward shall represent the employees.

Section 2. General Rules. The authority of the Steward, or alternate, is limited to the investigation and presentation of grievances during his working hours, without loss of time or pay, upon having received permission from the Animal Control Supervisor. The Animal Control Supervisor 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 overriding work consideration. The privilege of such Steward leaving his work during working hours without loss of time or pay is 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 such Stewards will perform their regular duties in addition to the handling of grievances and provided herein.

Section 3. Notice to the Employer. The Lodge will furnish the Employer with the names of its Steward and Alternate Steward, and Officers who are employed within the unit and the 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 representative of the Lodge with which it may be dealing.

ARTICLE 25

GENDER

The use of the male gender shall include the female and vice versa.

ARTICLE 26

JURY DUTY LEAVE

Employees required to appear for jury qualification or jury service and who have been notified of such subsequent to their hire date shall be granted leave with regular pay; however, any money earned as a juror, except the money received for mileage and meals, shall be turned over to the Employer. Such hours shall not be counted for computing overtime or other premium pay. To qualify for jury duty pay, an employee must give immediate notice to his supervisor when notified of his selection by showing his Notice of Jury Duty, and must report for work immediately upon his release from jury service each day.

ARTICLE 27

USE OF PERSONAL VEHICLES

Section 1. Mileage Allowance. Employees who are authorized to use their own personal automobile in the performance of their duties shall receive mileage reimbursement based on the most current available rate, and any updates thereof, set by the Internal Revenue Service. The Employer reserves the right to require an employee to use a County vehicle, if available. Nothing in this Section prohibits the Employer from permitting an employee to utilize his own vehicle without reimbursement where it is the employee's preference to do so.

Section 2. Mileage for Court Duty. Mileage for Court Duty shall not include the round trip distance the employee regularly drives from his home to his work site and back home again.

Section 3. Travel Reimbursement. Employees of the Bargaining Unit shall be compensated for official travel in accordance with the Eaton County Personnel Policy to the extent that the Policy does not conflict with Sections 1 and 2 of this Article.

ARTICLE 28

LAYOFF AND RECALL

Section 1. Definition of Layoff. The Employer may layoff employees of the Bargaining Unit by classification whenever it deems such action to be necessary.

Section 2. Definitions.

- (a) County Seniority. The employee's length of continuous service for the County of Eaton since the employee's most recent date of hire. County seniority shall be used for determining annual leave accrual, longevity and pension credits. County seniority shall not be used for layoff.
- (b) Departmental Seniority. Departmental seniority shall be defined as the length of an employee's continuous service with the Eaton County Animal Control Department since the employee's most recent date of hire.
- (c) Classification Seniority. Classification seniority shall be defined as the length of an employee's continuous service in his current classification commencing with his last date of hire in that classification.

Section 3. Layoff Procedure. Whenever a reduction in the work force occurs, the following procedure shall be utilized.

- (a) The first employees to be laid off within the bargaining unit classifications affected, as determined by the Employer, and in the order stated, shall be: part-time and then probationary employees.

Thereafter, the first employees to be laid off in the affected classification shall be those employees with the least amount of seniority in such classification, provided, however, the senior employees retained are able to perform the remaining required work.

- (b) There shall be no bumping among or between employees or classifications other than the procedures set forth in this subsection:
 - (i) A non-probationary employee laid off from the Animal Control Officer classification may displace an employee with less departmental seniority in the Animal Shelter Attendant classification.
 - (ii) Any employee utilizing the displacement rights provided by this Article and subsections thereof, must be able to perform the

required work. (It is understood by the parties that the individual must meet the minimum qualifications for said position). In those situations where there exists reasons to believe that an employee who meets the minimum qualifications for the position in question is not "capable of performing the work" said employee will be provided a minimum break-in period in order to demonstrate the necessary skill and ability to do the required work within two (2) calendar weeks on the new job.

(iii) Any employee utilizing the displacement rights provided by this Article and subsections thereof and who bump into a lower classification will receive the rate of pay of that classification at the same step the employee was receiving in his initial classification.

Section 4. Replacement of Bargaining Unit Employees. It is not the intent of the Employer to replace laid off bargaining unit employees with supervisory personnel, but rather to use the layoff procedure described herein as deemed appropriate by the Animal Control Supervisor.

Section 5. Reinstatement. When applicable positions become available, any employee laid off from the bargaining unit shall be reinstated to the rank held prior to the layoff.

Section 6. Notice of Layoff. The Employer shall give written notice to the employee(s) and Lodge of any proposed layoff. Such notice shall be submitted at least fourteen (14) calendar days before the effective date thereof.

Section 7. Recall Procedure. When the working force is increased after a layoff, employees will be recalled in inverse order of layoff, including displacement, within their classification. 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 one (1) week from date of receipt of notice of recall, he shall be considered to have quit. It shall be the responsibility of the employee to make the Employer aware of their current address.

Section 8. Voluntary Layoffs. When faced with a layoff, the Employer may, within the Employer's sole discretion, prior to the enactment of the above provisions, solicit voluntary layoffs by seniority from members of the bargaining unit. In the event the number of employees

indicating a willingness to participate in a voluntary layoff exceeds the number of positions subject to layoff, the Employer shall grant the requests on the basis of departmental seniority; affording the most senior employee the first option. In requesting such volunteers, the Employer shall state with certainty at the time of solicitation, the length of such layoff. The stated length shall represent the maximum amount of the layoff and the Employer retains the right to call the employee back to work with two (2) weeks notice at any time prior to the expiration of the voluntary layoff, subject to the operational needs of the Department. Should the employee decline to return to work, his employment shall be terminated.

ARTICLE 29

NEW JOB CLASSIFICATION

Section 1. Written Notice to the Lodge. In the event the Employer establishes a new classification which cannot be properly placed in the existing classification and rate structure, the Lodge will be notified in writing.

Section 2. Employer Established Rate. The Employer will, after written notice to the Lodge, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Lodge. During this period, the Lodge may request in writing a meeting with the Employer to review the temporary rate. If a rate cannot be agreed upon, the parties' dispute with regard to same may be submitted to mediation and if not resolved, the Employer may implement its last best offer.

Section 3. Retroactivity. If a new rate is determined, it shall be applied retroactively to the first day the employee began work on the job unless otherwise agreed. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.

ARTICLE 30

FITNESS PROGRAM

The Employer shall make available to interested employees a voluntary physical fitness program.

ARTICLE 31


DURATION

Section 1. Length of Contract. This Agreement shall remain in full force and effect until September 30, 2012, at 11:59 p.m. and shall become automatically renewable from year to year, thereafter, unless either party wishes to terminate, modify or change this Agreement, in which event notification of such must be given to the other party in writing one hundred twenty (120) days prior to expiration date of this Agreement, or any anniversary thereof.


Section 2. Amendment/Modification. Upon mutual agreement of the parties, this contract may be amended or modified at any time during its term.

IN WITNESS HEREOF, parties hereto have set their hands and seals this 23
day of FEB, 2011.

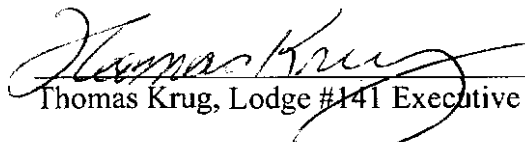
CAPITOL CITY LODGE NO. 141 OF THE
FRATERNAL ORDER OF POLICE
ANIMAL CONTROL UNIT



Becky Neal, Division President



Steven T. Lett, Lodge #141 Attorney




Thomas Krug, Lodge #141 Executive Director

EATON COUNTY BOARD OF
COMMISSIONERS

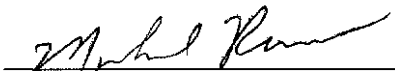


John Forell, Chairman



M. Frances Fuller, Clerk

SHERIFF OF EATON COUNTY



Mike Raines, Sheriff

**APPENDIX A
ANIMAL CONTROL DEPARTMENT SALARY SCHEDULE**

Effective October 1, 2009

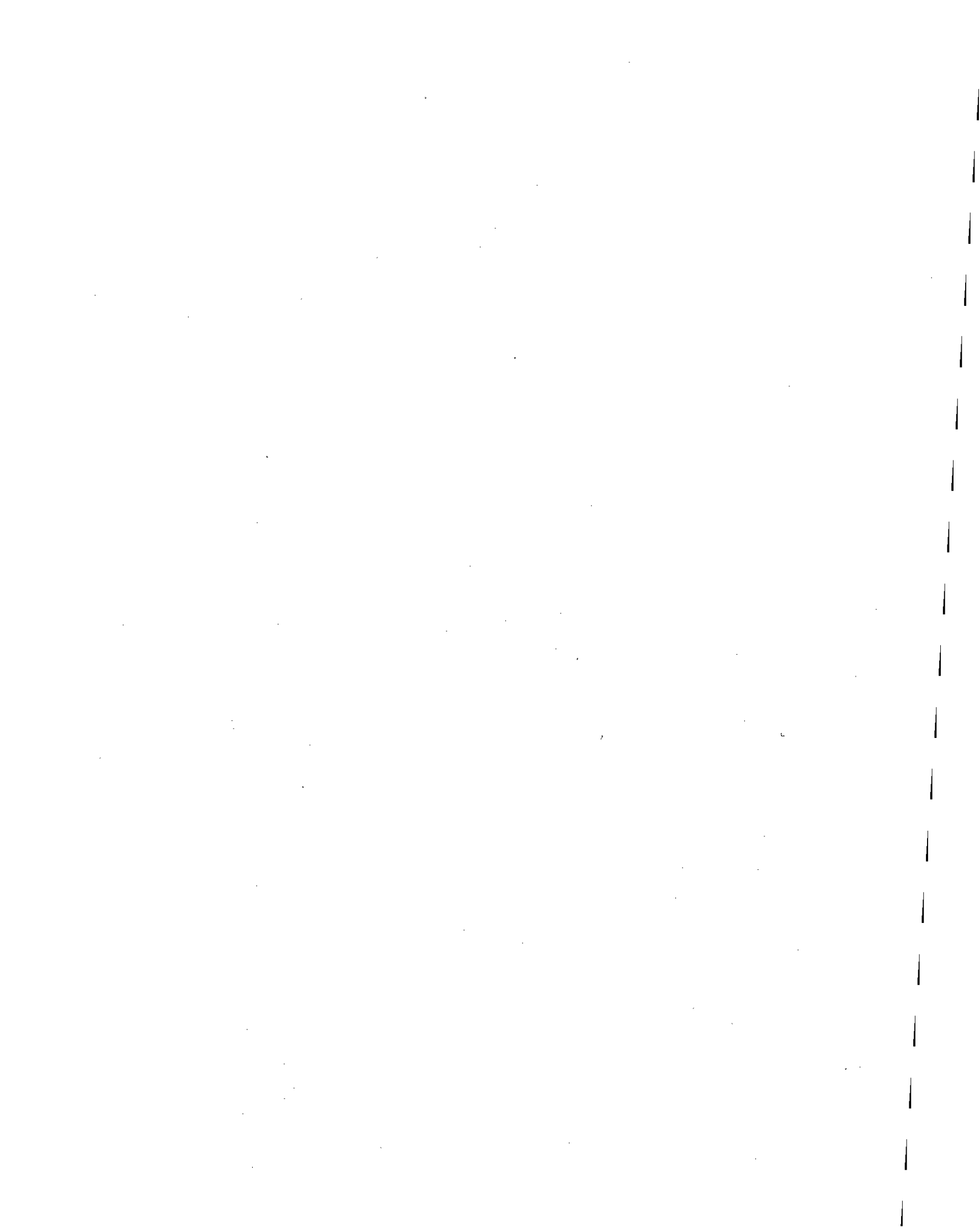
	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
Animal Control Officer	\$30,478	\$31,930	\$33,383	\$34,836	\$36,283	\$37,734
Animal Shelter Attendant	\$25,772	\$27,000	\$28,226	\$29,452	\$30,681	\$31,908

Effective October 1, 2011

	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
Animal Control Officer	\$30,935	\$32,409	\$33,884	\$35,359	\$36,827	\$38,303
Animal Shelter Attendant	\$26,159	\$27,405	\$28,649	\$29,894	\$31,141	\$32,387

SETTLEMENT

All provisions of the contract shall be effective upon signing or as soon as reasonably possible, unless otherwise stated.



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF EATON,
THE EATON COUNTY SHERIFF
AND
THE FRATERNAL ORDER OF POLICE
CAPITOL CITY LODGE #141, ANIMAL CONTROL DIVISION
HEALTH INSURANCE - OPTICAL COVERAGE**

The County of Eaton, Office of the Sheriff and the Capitol City Lodge No. 141 of the Fraternal Order of Police Animal Control Division hereby agree to the following:

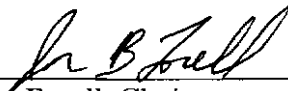
Optical coverage will be included as part of the County's Health Insurance program at the employee's expense. The current monthly rates are as follows:

Single - \$4.81
Double - \$11.55
Family - \$14.44

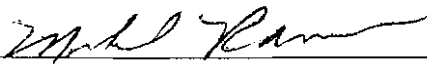
The monthly rates shall be adjusted every January 1st by the County's insurance carrier. The optical coverage is contingent upon all seven of the County's collective bargaining units as well as the non-union employees agreeing to pay the appropriate premium.

Agreed to this: 23 day of FEB, 2011.

For the County of Eaton:

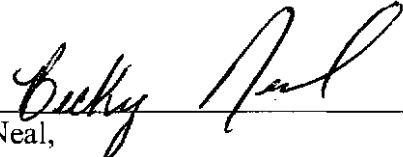

John Forell, Chairman
Board of Commissioners

Date 2-11-11

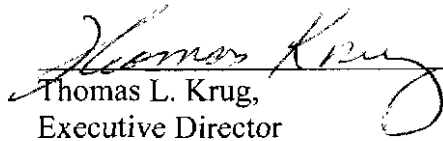

Mike Raines
Sheriff

Date 2-14-11

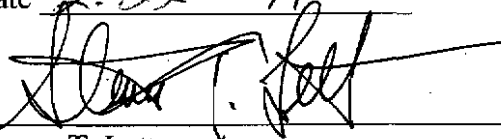
For the Union:


Becky Neal,
Division President

Date 2-18-11


Thomas L. Krug,
Executive Director

Date 2-23-11


Steven T. Lett,
Attorney

Date 2/23/11



