

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE COUNTY OF HILLSDALE  
BOARD OF COMMISSIONERS**

**and**

**SHERIFF OF HILLSDALE COUNTY**

**and**

**THE POLICE OFFICERS LABOR COUNCIL  
HILLSDALE COUNTY SHERIFF DEPARTMENT  
SUPERVISORY UNIT**

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

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## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, and effective on January 1, 2007, by and between the County of Hillsdale and its Board of Commissioners and the Sheriff of Hillsdale County, State of Michigan (hereinafter referred to as the "Employer") and the Police Officers Labor Council, Hillsdale County Sheriff's Department Supervisory Unit (hereinafter referred to as the "Union").

### PURPOSE AND INTENT

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

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

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

### ARTICLE 1 - RECOGNITION

Section 1. Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, for all employees employed by the Hillsdale County Sheriff's Department in the following described unit:

All regularly-employed supervisory employees of the Hillsdale County Sheriff's Department, including the Captains, Lieutenants, Sergeants and Corporals and excluding all other employees.

Section 2. Other Agreements. The Employer agrees that during the life of this agreement it will not recognize any labor organization other than the Union as the collective bargaining agent for the employees occupying, or who may during the life of this Agreement occupy, any of the job classifications included in the bargaining unit. Nor may the Employer enter into any agreements with employees individually or collectively which conflict or are contrary to the terms of this Agreement.

**ARTICLE 2 -  
ROLE AND RELATIONSHIP OF BOARD AND SHERIFF**

Section 1. The Board and the Sheriff each agree respectively to retain and reserve to themselves individually, without limitation, all the powers, rights, authorities and duties conferred upon them by the Constitution and the laws of the State of Michigan.

Nothing in this Agreement shall be taken as a dilution of the powers conferred by law upon the Board and/or the Sheriff in their relationship to each other.

The Union only recognizes that the Board of Commissioners may be the employer to the extent that it controls the economic factors involved in the employment contract, but that the Sheriff is the Employer who has control over the day-to-day operation of the Sheriff's Department; thus, the Board of Commissioners and the Sheriff are dual employers for collective bargaining purposes.

Section 2. Employee or Employees. As used in this Agreement, "employee" or "employees" shall mean all regularly scheduled, full-time employees within the bargaining unit represented by the "Union."

**ARTICLE 3 -  
UNION SECURITY, REPRESENTATION, DUES AND FEES**

Section 1. Agency Shop or Union Membership. It is the intent of this Agreement to make a legal provision for the voluntary payment by all members of the bargaining unit of a representation fee or for voluntary union membership as they shall choose. The County and the Union agree that they will not discriminate against any employee as set forth above, in regard to the terms of hire or conditions of employment, in order to encourage or discourage membership in the Union.

- (a) Present employees who are members of the Union shall be continuing members, subject to the provisions of this Agreement, and shall, if they desire, remain members for the duration of this Agreement. Employees not members of the Union on the effective date of this Agreement may become members if they desire and they may file an agreement for checkoff of dues and fees as hereinafter provided. Such dues and fees shall be collected according to the terms of such agreement in the form attached. The Union will accept into membership all employees who are subject to the provisions of this Agreement who apply for the same and tender dues and fees as uniformly required as a condition of the membership.

Section 2. On or before the 31st day following the beginning of employment or 31 days from the time this Agreement is executed, whichever is later, each employee covered by this Agreement shall decide whether or not to apply for membership in the Union by executing membership and dues authorization cards as may be required by the Union, or not to apply for membership, meaning in which event, employees may execute the representation fee authorization checkoff card hereinafter referred to, or shall pay monthly Union dues or the representation fee.

Section 3. Employees covered by this Agreement who are not members of the Union shall pay a representation fee equivalent to the amount of dues uniformly required by members of the Union.

Section 4. Employees who fail to remain members of the Union or, in the alternative, to pay representation fee, shall be discharged by the County within 30 days after receipt of a written notice to both the County and the employee from the Union, unless the County is otherwise notified by the Union and the employee, in writing, within such period that such default has been rectified. Provided, however, the Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of deduction of dues, initiation fees, representation fees or the discharge of an employee for non-payment thereof.

Section 5. This provision, with respect to membership in the Union, shall in no way affect the County's rights with respect to exercise of the provisions of this contract as they relate to the retention or termination of the employees, including probationary employees, so long as such employee as may be required hereunder maintain union membership or pay the representation fee. The County Clerk's office will furnish to the Union a list of all new hires of the Sheriff's office who may become subject to this Agreement at the end of each pay period, and the application for employment will contain the provisions concerning the election to participate in the insurance program. In the event an employee's seniority is terminated for any reason, the Union will be notified by the County of the names of the employees following the end of each month in which terminations of seniority took place.

Section 6. Probationary employees shall not have any rights under this Agreement other than those set forth with respect to pay and overtime or other fringe benefits provided for under the seniority clause after their initial 30-day period. Probationary employees shall not be entitled to process grievances, except as to matters concerning health and safety, or if they contend their discharge was arbitrary and capricious.

#### **ARTICLE 4 - PAYMENT OF UNION DUES**

Section 1. During the life of this Agreement, and to the extent the laws of the State of Michigan permit, the County agrees to deduct Union membership dues and/or other fees levied, in accordance with the constitution and by-laws of the Union, from the pay of each employee who executes or has executed an "Authorization for Union Deduction" form. Such dues and/or fees must be tendered by payroll deduction.

Section 2. Deductions shall be made only in accordance with the provisions of said "Authorization for Union Deduction" form.

Section 3. A properly executed copy of such "Authorization for Union Deduction" form for each employee for whom union membership and/or fees are to be deducted shall be delivered to the County before any payroll deductions are made. Any "Authorization for Union Deduction" forms which are incomplete or in error will be returned promptly to the designated financial officer of the Local Union.

Section 4. Deductions for each calendar month shall be remitted to the designated financial officer of the local union, with a listing of employees for whom said deductions were made within 15 days after the date of deduction.

Section 5. The County shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of payment of any sum other than that constituting actual deductions from wages earned by employees.

The Union will protect, save harmless and indemnify the County from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article of this Agreement, and the Union agrees that it will intervene and defend the County in the event the above occurs.

Section 6. The County shall commence deduction of the Union membership fees and dues as authorized by the employee or the deduction of the representation fee assesses against its members on a uniform basis. Employees shall either remain members of the Union for the duration of this Agreement, or, in lieu thereof, shall pay the representation fee as a condition of continued employment.

#### **ARTICLE 5 - REPRESENTATION**

Section 1. The employees shall be represented by a bargaining committee of the Chief Steward and not more than two (2) employees, which committee shall be selected in a manner determined by the employees and the Union. The Chief Steward shall act as chairman and the other committee members may act as stewards. Said committee may, at their option, have their business agent present during the time the committee is functioning. Reasonable arrangements will be made to allow committee members time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings during their working hours. Committee members shall have access to County premises for the purpose of investigating and adjusting any complaints therein by arranging with the County to visit such premises during regular working hours, but on none of such visits shall the union committee members interfere with maintenance of discipline or the regular work being carried on. Committee members will be paid for time off their job during their working hours, if they have properly reported off their job to investigate and process legitimate grievances or to attend County scheduled meetings. The Union shall be permitted the use of County premises for union meetings with proper notice to and with permission of the Sheriff.

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

Section 3. The Chief Steward shall be released from his work assignment to represent his union, without loss of pay, after giving notice to the Sheriff provided the Sheriff gives his consent, which shall not be unreasonably withheld, for a period of time not exceeding five (5) working days per year.

Section 4. Visits by Union Representatives. The Employer agrees that accredited non-employee representatives of the Union shall have access to the premises of the Employer during the regular business hours for reasonable periods of time to conduct Union business. Such representatives shall give advance notice of the desired meeting to the supervisor concerned who will arrange a time and place for the meeting.

Section 5. Union Leave. Providing adequate notice is given to the Department and the Sheriff gives his consent, which shall not be unreasonably withheld, the Union may designate an individual or individuals who may collectively take up to a maximum of two (2) days per year leave without pay to attend Union functions.

## **ARTICLE 6 - COUNTY RESPONSIBILITY**

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

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

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

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

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

If the Sheriff does not answer the grievance within the stated time period, the grievance shall be treated as having been denied.

Step 2. If the Sheriff's answer is not satisfactory to the Bargaining Committee of the Union, the Bargaining Committee may submit an appeal within 10 days to the Hillsdale County Board of Commissioners. The appeal shall be heard by the Board at its first regularly scheduled meeting following receipt of said appeal by the Board. A decision shall be given within 10 working days following said hearing.

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

Step 3. In the event the parties are unable to settle the matter at Step 2 and the Union or the County wishes to carry the matter further, the parties agree to submit to arbitration under the provisions of the Rules and Regulations of the Federal Mediation and Conciliation Service. The parties will select an arbitrator from among a list of seven (7) arbitrators presented by FMCS. In the event the parties fail to select an arbitrator by the method provided by the FMCS, it shall be empowered to appoint an arbitrator in accordance with its Rules and Regulations. The issues shall specifically set forth by the party requesting arbitration, and the arbitrator shall not have jurisdiction to subtract from nor modify any of the terms of this Agreement or any amendments thereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.

- (a) The request for arbitration shall be made within thirty (30) days from the time the answer was given in Step 3.
- (b) The decision of the arbitrator shall be final and conclusive and binding upon all employees, the County and the Union. The expense and fees of the arbitrator shall be paid by the losing party. There shall be no appeal from an arbitrator's decision.

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

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

Section 3. In the event the Board of Commissioners fail to meet with the Union in a timely manner, or fail to file a written grievance or answer in a timely manner, said grievance shall be sustained on behalf of the Union and the grieving employee; if the Union or the employee fail



to timely file or proceed with a grievance or pursue it through the steps through arbitration, it shall be deemed barred or to be settled on the basis of the last reply from the County.

Section 4. Any employee who is aggrieved hereunder and who has a statutory remedy available for redress of said grievance, may pursue said statutory remedy or the grievance procedure. Once said decision has been made, the employee shall be bound thereby.

**ARTICLE 8 -  
DISCIPLINARY ACTION, SUSPENSION AND TERMINATION**

Section 1. All disciplinary action shall be for just cause.

Section 2. No employee shall be summoned before a superior officer for disciplinary action without the right of having a union representative present.

Section 3. Notification within a reasonable time shall be given to the Steward or union officers prior to any disciplinary action taken against any employee which result in any official entries being added to his personnel file.

Section 4. The County, through the Sheriff, shall promptly notify a member of the committee assigned to review and process all grievances in his department by writing, concerning any discharge or substantial discipline. The discharged or disciplined employee will be allowed to discuss this action with a committeeman in his department before suspension or discharge. The immediate supervisor shall discuss the discharge or discipline with the employee and the committeeman upon their request. In the event a written warning is issued, the employee shall receive a copy and he shall be orally notified of warnings entered on his personnel record.

Section 5. The employee shall have the right to review his personnel file at any reasonable time. The employee shall be furnished with a copy of any new entry, and shall be given the opportunity to initial or sign such entry prior to its introduction into his file, and shall also be given the opportunity to reply to the same which shall be kept in his personnel file.

Section 6. The steward or another representative of the union shall have the right to present and, if requested by the employee, to represent the employee at all levels of the disciplinary proceedings.

Section 7. Charges and Specifications. The charges and specifications resulting in such discipline or discharge shall be reduced to writing by the command officer invoking the action and copies shall be furnished, if the employee wishes, to the union and the member against whom the charges are brought.

Section 8. Specific Section. Such charges and specifications shall cite the specific sections or rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated.

Section 9. Past Infractions. In imposing any discipline on a current charge, the employer shall not consider any disciplinary occurrence which precedes by more than one year the next immediate disciplinary occurrence, unless directly related to the current charge.

Section 10. Before any employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on his part, the matter shall first be discussed between the employee and the Sheriff. The employee shall have twenty-four (24) hours after such meeting to make the written statement.

Section 11. The Sheriff shall have the right to take disciplinary action against any member for just cause; however, any disciplinary action shall be reviewable to arbitration.

Section 12. Excessive garnishments, not protected by federal or state statutes, shall be cause for disciplinary procedure. The trial board shall have the authority to deduct sick leave as a matter of discipline or penalty if the facts require.

## **ARTICLE 9 - STRIKES, LOCKOUTS, RULES AND REGULATIONS**

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

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

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

Section 4. The Sheriff shall establish and may modify or add to Rules and Regulations concerning employee conduct and standards, copies of such Rules and Regulations to be given to every employee. Copies of the Rules and Regulations will be given to each employee as they are established or when they become employed.

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

## **ARTICLE 10 - PERSONNEL TRANSACTION - DEFINITIONS**

Section 1. Definitions. Definitions for the purposes of this Article:

- (a) Promotion. This shall mean a change in employment to a position class which has a higher maximum salary.
- (b) Demotion. This means a change in employment to a position class which has a lower maximum salary.

Section 2. Temporary Assignment. A temporary assignment shall be considered the movement of an employee to a position and responsibilities which carry a salary grade the maximum of which is higher than the employee's current salary grade, provided such temporary assignment is in excess of sixty (60) calendar days and the employee has been specifically designated by the Sheriff as occupying the temporary assignment or as serving in an "acting" capacity. After sixty (60) days in such a temporary assignment, the employee shall be paid the rate of pay he would be entitled to had he been promoted. Upon expiration of the temporary assignment, the employee shall resume his original duties and pay.

This provision shall not be used to avoid the higher rate of pay through the use of arbitrary interruptions of the "acting" status of the employee.

In cases of illness, the sixty (60) day time period may be extended by mutual consent of the Sheriff and the Union.

## ARTICLE 11 - SENIORITY

### Section 1. Definitions.

Departmental Seniority. Departmental seniority shall be defined as the length of an employee's continuous service with the Hillsdale County Sheriff's Department since the employee's most recent date of hire.

County Seniority. County seniority shall be used for determining annual leave accrual, longevity, and pension credits.

Classification Seniority. The date an employee was appointed his present job classification, adjusted for leaves of absence in excess of thirty (30) consecutive days without pay. Classification seniority shall only be used for transfer and vacation preference. Any new position or classification within the Supervisor's unit will be posted and open to bid by the members of the Supervisor's Unit. The Sheriff will select the best qualified sergeant for the position. After a sergeant is selected for a newly created position, the sergeant must occupy that position until such time as the Sheriff deems the sergeant is not qualified for and/or is not satisfactorily performing the requirements of the position. However, the selected sergeant may, within 30 days after selection and assignment to the newly created position, give 3 days advance written notice to the Sheriff that he/she attends to voluntarily vacate that position at the end of the notice period, and return to his/her former position within the bargaining unit. After the aforesaid 30 days, if the selected sergeant wishes to be relieved of the duties of a newly created position, the Sheriff must give his consent, in which event the position will be filled in accordance with the procedure set forth below. If no eligible sergeant makes application for the newly created position, or is found

to be qualified, then the Sheriff may fill such position with any qualified person selected by the Sheriff. The Sheriff shall have the sole right to assign the shift in which the job classification within the sergeant's unit will be performed. Those sergeants who are not assigned to a new position shall bid the open shifts and shall be awarded those shifts on the basis of classification seniority.

Ties. In the event of conflict, the classification seniority between employees will control. If two or more sergeants have the same classification seniority date, then department seniority will control.

Seniority List. The Employer shall maintain a roster of employees, arranged according to department and classification seniority, showing name and seniority date(s). The Employer will continue to furnish the Chief Steward an up-to-date seniority list annually under this Agreement.

## ARTICLE 12 - LOSS OF SENIORITY

Section 1. Loss of Seniority. An employee's seniority or employment will terminate if:

- (a) The employee voluntarily resigns; or
- (b) The employee is discharged or terminated for just cause, and the discharge is not reversed through the procedures set forth in this Agreement; or
- (c) The employee fails to give notice of his/her intent to return to work within three (3) working days and/or fails to report to work within ten (10) calendar days after posting of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address; or
- (d) The employee's absence from work for three (3) consecutive working days without advising the Employer of as reasonable cause for such absence unless the Employer notification was impossible. At the conclusion of the three (3) day period, the Employer shall notify the employee by certified mail that his/her seniority has been terminated (this does not apply to lay-off or recall); or
- (e) The employee uses a leave of absence for purposes other than that for which it was granted; or
- (f) A settlement with the employee has been made for permanent, total disability; or
- (g) The employee is voluntarily retired; or
- (h) The employee falsifies material and substantive information on his application for employment; or

- (i) The employee has not been recalled from layoff for a continuous period of twenty-four (24) months or the length of the employee's total continuous service in the Sheriff's Department, whichever is lesser, or if the employee refused to accept recall from layoff.

### **ARTICLE 13 - LAYOFF AND RECALL**

Section 1. Definition of Layoff. Definitions of layoff shall mean the separation of employees from the active work force as outlined in Article 6, County Responsibility.

Section 2. Seniority Applying to Layoff. Seniority for the purposes of layoff shall be as follows: The most recent appointed member of the command unit shall be laid off first and proceeding as the most senior member of the command unit is laid off last. A laid-off employee may exercise his/her seniority to bump a lesser senior employee in the command unit in an equal or lower paying rank or classification provided the higher seniority employee has the ability and meets State mandatory requirements to perform the work.

Section 3. Order of Layoff. If a layoff is to occur within a Sergeant's grade, layoff will occur as to seniority as in Section 2 above. Least senior sergeant is first to be laid off regardless of the sergeant's classification.

Section 4. Recall. Employees shall be recalled from layoff in order of seniority, with the employee having the greater amount of seniority within the command unit being recalled first. Notice of recall shall be sent to the employee at his last known address by certified mail. If an employee fails to report to work within ten (10) calendar days from the date of posting of recall, he shall be considered to have resigned.

Section 5. Benefit Continuation. The Employer agrees to continue paying all health insurance and life insurance premiums for a period not to exceed thirty (30) days from the date of last day worked. Employees who are on layoff in excess of the thirty (30) days from the date of last day worked may continue in force their hospital-surgical insurance by paying the full cost of the premiums. Payment shall be made through the County Controller's officer. Employees may also continue life insurance coverage after thirty (30) days from the date of last day worked by paying the premiums therefore through the Controller's Office, if permissible under the regulation of the insurance carrier. The benefit continuation shall apply only if permitted by the insurance carrier.

### **ARTICLE 14 - HOURS OF WORK AND OVERTIME**

Section 1. Hours. The work week shall consist of forty (40) hours, based on five (5) consecutive scheduled eight (8) hour consecutive work days.

Section 2. Work Week. For the purpose of pay and computation of overtime, the work week shall commence at 12:01 A.M. on Monday and continue until 12:00 Midnight the following Sunday.

Section 3. Schedule and Pass-Days. An employee shall be scheduled to work five (5) consecutive work days, and two remaining days in the work week shall be known as pass days.

Section 4. Changes in Schedule. The Employer will not change any employee's assignment in order to avoid the payment of overtime, because of union activity (unless requested by the Union), or for the purpose of disciplinary action.

Section 5. Work Breaks. Employees will be allowed two (2) fifteen (15) minute breaks per day and a lunch period not to exceed forty-five (45) minutes. Break and lunch periods shall be included in the employee's eight (8) hour work day. Work breaks shall be taken at a time and in a manner not to interfere with the efficiency of the work unit.

Section 6. Overtime. Overtime pay for all employees shall be at the rate of time and one-half (1- ½) their regularly hourly base rate of pay.

- (a) All work performed in excess of forty (40) hours in any scheduled work week or in excess of eight (8) hours consecutively shall be considered overtime.
- (b) Split shifts are being utilized currently which may result in more than eight (8) hours being worked in a twenty-four (24) hour period. It is agreed these shifts may continue and shall not result in overtime to the employees.
- (c) Leave With Pay. For the purposes of computing overtime hours, time spent on vacation or leave with pay shall be counted if a person is called in to work on emergency during vacation or leave with pay. The Sheriff will determine emergency.
- (d) Conflict. An employee claiming overtime pay under two (2) or more provisions of this Agreement shall receive only the greater of these benefits.
- (e) Requested Overtime. All employees shall be expected to work reasonable amounts of overtime upon request.
- (f) Approval. Overtime shall be upon approval of the Sheriff.

Section 7. Call Back. An employee required to return to work outside his regular schedule shall receive credit for at least two (2) hours at the overtime premium rate. The intent of this section is to, in part, compensate employees who have off-duty hours interrupted by an unscheduled return to work. Compensation time may be utilized for this section, in lieu of overtime pay, by mutual consent of the Sheriff and employee. A called back employee shall perform whatever work is assigned for the duration of the two hours of call-back time.

Section 8. Trade. Employees, upon twenty-four (24) hour notice to the supervisor, may trade days off, provided however, that the trade may not result in the payment of overtime to either employee involved in the trade and is done between employees within the same classification.

Section 9. Training. Training sessions required by the Sheriff for employees to maintain skills, proficiencies and certification in such areas as first aid and firearms, shall be construed as work time.

Section 10. Compensatory Time.

- (a) Nothing contained herein shall prohibit the employee and Employer, upon mutual consent, from electing or granting compensatory time off in lieu of overtime pay at the same rate.
- (b) No employee shall be entitled to accumulate more than eighty (80) hours of such compensatory time.
- (c) Once having elected either alternative (overtime or compensatory time) for each occasion, the employee may not thereafter request the remaining alternative.

There shall be cash remuneration for compensatory time only when an employee is separated for any reason and, in the opinion of the Employer, paid time off is not available.

**ARTICLE 15 - LEAVES OF ABSENCE**

Section 1. Leaves of absence may be granted by the County for valid reasons, including illness and accident. A leave without pay up to 10 days in length may be granted by the Sheriff for other personal reasons, such as court appearance, induction physicals, union representation or other causes deemed appropriate by the County, without loss of seniority. These may be extended beyond this period if application is made prior to the expiration of the original leave, if good cause is shown.

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

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

Section 3.

- (a) Each full-time employee of the County shall, with the commencement of this Agreement, be entitled to such sick leave as he has accumulated as of January 1, 1982. Additionally, said employee shall be entitled to one (1) work day with pay for each completed month of service after January 1, 1982 through the life of this contract. On or before January 1, 1983, and on the first day of January thereafter, as long as this contract is in force, a determination shall be made as to the number of accumulated sick days each member of the bargaining unit has in accordance with the preceding language. On or before January 1, 1983, and on the 31st day of each succeeding January in which this contract is in force, the following payments of sick leave shall be made: sick days may accumulate as hereinbefore described for either twenty-four (24) or thirty-six (36) days, at the option of the employee, which option shall be exercised by the employee on or before the 15th day of January 1, 1983. This option, once exercised, shall apply for the balance of the contract period and the employee shall thereafter be paid on or before the 31st day of January for any accumulated sick days over the 24 or 36 number which he opts to take at straight time.
- (b) Any employee eligible for sick leave with pay may use sick leave for absence due to the weather; otherwise, they are to be docked. Employees who exhaust their sick leave may use any accrued vacation time to supplement it for additional time off with pay, if required.
- (c) Unused sick leave shall accumulate up to 24 or 36 days pursuant to Section 3(a) hereof; upon an employee leaving the Department for any reason, said employee shall be paid for said unused sick leave at the rate of 100% provided, however, that he has been a covered employee under this Agreement with the Department for two full years.
- (d) Employees absent from work on legal holidays, vacation, disability arising from injuries sustained in the course of their employment, or on special leave of absence with pay, shall continue to accumulate sick leave at the regular prescribed rate during such absence as though they were employed, subject, however, to the maximum limitations herein provided.
- (e) As soon as possible, prior to a shift, or when an employee first becomes able to notify the Sheriff, if eligible for sick leave with pay, he may use such sick leave for absence due to illness, injury, absence because of exposure to communicable contagious disease; to illness or death in the employee's immediate family, or leaves which are otherwise permissible without pay under Sections 5 and 7 hereof. An employee on sick leave shall inform his immediate superior of the fact and the reason therefore as soon as possible, and failure to do so within reasonable period of time may be cause for denial of sick leave with pay for the period of absence, provided, however, that in the event that any employee shall be entitled to receive any additional payments for sick leave during the period of time when such employee is being paid worker's compensation benefits, except as provided in subparagraph (i) below. Any payments received by the employee pertaining to a period



where he is absent by any reason of compensated injury sustained in the course of employment shall not be charged to his accumulated sick leave.

- (f) Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in amounts not smaller than two (2) hours.
- (g) Sick leave with pay in excess of five (5) consecutive working days for reasons of illness or injury shall be granted only after presentation of a written statement by a reputable physician certifying the employee's condition or other conditions which prevented him from performing the duties of his position. An employee may be required to establish illness or injury on any occasion when he used sick leave, if requested. In the event said request is for a period of time less than five (5) days, the Employer shall pay the physician's charges for said examination.
- (h) An employee who is laid off from his position for reasons that are not discreditable to him, may, if reappointed within twelve (12) months, have available for his necessary use any unused sick leave existing at the time of his layoff to the extent he has not received full pay therefore. If he receives an indefinite layoff, he shall be entitled to one-half (1/2) pay for accumulated sick days or, at the employee's option, he may use accumulated sick leave days or vacation pay on a pro-rata basis to receive 100% of his net wages during said employment period.
- (i) Any member injured in the line of duty who shall receive worker's compensation benefits shall, in addition thereto, receive an amount of money from the County which, when added to the worker's compensation benefits, shall be equal to 100% of his average weekly wage based upon straight time. These amounts shall be due and payable for a period of up to one year, unless the employee is directly or indirectly receiving remuneration from others sources for which the County is financially responsible. The County shall continue to pay all fringe benefits for that employee during the period within which he is receiving worker's compensation benefits, up to one year. After this one year period of time, any accumulated sick leave or vacation time may be used to offset a reduction in pay after said one year period of time.

Section 4. Maternity Leave. All employees who have acquired seniority will be granted a leave of absence in the nature of sick leave for maternity. Employees should give their supervisors notice of their potential request for leave of absence due to pregnancy as soon as possible, preferable six months prior to childbirth. It is generally the County's policy to grant leave in such cases at least two months prior to childbirth and for two months thereafter. However, if the employee's physician indicates in writing the employee is able or unable to perform the required duties, these periods may be shortened or lengthened, provided, however, the County reserves the right to have its physician approve such leaves. At the expiration of the leave, the employee shall furnish to the County a statement from his/her physician concerning ability to work, or, if an extension of leave is requested, it will be granted upon presentation of a statement indicating the necessity for such an extension. Such extension shall be subject to review and approval by the County's physician. Such leave will be subject to pay under the sick leave provisions solely

to the extent the employee had accrued sick leave days. Thereafter, such leave will be without pay. Seniority rights during any sick leave are not impaired and, upon return, the employee will be given a job commensurate with his/her ability, prior classification and seniority. Failure to report at the expiration of the period of time of leave or valid extensions thereof is equivalent to resignation and subject to the conditions governing resignation.

Section 5. An employee with accumulated sick leave may use up to three (3) days per year for personal reasons and charge the same to sick leave. This includes serious illness or death of some member of the employee's immediate family, which includes the employee's spouse, children, grandchildren, parents, foster parents, parents-in-law, brothers, sisters, and any person for whose financial or physical care the employee is primarily responsible. These personal days shall be charged to the employee's accumulated sick leave, but shall not be treated as sick leave.

Section 6. An employee who is absent from duty shall report the reason therefore to his supervisor, prior to the date of absence, when possible, and in no case later than noon on the first day of absence, except under extraordinary circumstances. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence. Such absence may be made the grounds of disciplinary action.

Section 7. An employee shall be allowed three (3) working days as funeral leave, which leave shall terminate not later than one (1) day following the funeral, for death in the immediate family, which is defined as follows:

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

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

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

Section 8. Each full-time employee shall be entitled to four (4) personal days per year during the life of this contract, provided they shall give 48 hours advance notice to the Sheriff or his designee when he intends to use said business days.

## **ARTICLE 16 - HOLIDAYS**

Section 1. All employees covered by this Agreement shall be entitled to holidays and shall be paid eight (8) hours pay based on the regular eight (8) hour workday for said holiday for the following days: New Year's Day, Lincoln's Birthday, Washington's Birthday, Easter Sunday,

Law Day (May 1), Memorial Day, Independence Day, Labor Day, Columbus Day, Armistice Day (November 11), Thanksgiving Day, the day before Christmas, and Christmas Day.

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

Section 3. Employees to be entitled to holiday pay must have 60 days of employment after their hire date and must have been regularly working prior to and following the holiday or have been laid off or on sick leave during the work week in the week in which the holiday falls. Employees who have accepted holiday work assignments and failed to report for work without cause acceptable to the County shall not receive holiday pay for the holiday. Employees eligible for paid holidays who are required to work on a holiday will receive premium pay at the rate of time and one half their regular hourly base rate of pay for each hour worked on such holiday, in addition to his holiday pay.

**ARTICLE 17 - VACATIONS**

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

1 year	5 days vacation
2 years	10 days vacation
5 years	15 days vacation
6 years	16 days vacation
7 years	17 days vacation
8 years	18 days vacation
9 years	19 days vacation
10 years	20 days vacation

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

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

Section 4. The Sheriff will post a list of employees to indicate their preference of vacations twice each calendar year and the employee shall indicate his request for the first six months of the year on such schedule or for the second six months of the year. The Sheriff will attempt to accommodate them according to their seniority and with regard to operating requirements within the Department. In the event of conflict, classification seniority between employees will control. If two or more sergeants have the same classification seniority date, then department seniority will control.

Section 5. At no time will an employee take a vacation longer than twenty-one (21) consecutive days without the express agreement of the Sheriff.

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

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

**ARTICLE 18 -  
CLOTHING AND EQUIPMENT**

Section 1. The County shall furnish clothing and personal equipment to each full-time employee as follows:

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

Footwear shall be furnished to all full time employees, but shall be limited to \$100.00 expenditure. Body armor shall be replaced every three (3) years, and shall be provided to all new employees. All uniforms will be replaced as needed, at the discretion of the Sheriff.

A cleaning allowance in the amount of \$450.00 annually shall be paid to each full-time employee. This cleaning allowance shall be paid in two equal installments, the first of which shall be due on January 1st. Semi-annual payments in the same amount, namely \$225.00, shall be due and payable each six months thereafter during the term of this contract.

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

Section 2. A gun allowance of \$300.00 will be payable to each Deputy Sheriff who is qualified for road duties and has the required training, even though not assigned to that classification. If he carries his gun off duty; such amount will be payable on January 1 of each year; but in the

event the employee is discharged or quits, he shall refund to the County a proportionate part of the gun allowance for the period of the calendar year which he did not serve as a County Sheriff.

Section 3. Each Deputy Sheriff shall have the option of carrying, while on duty, a hand gun provided by the Employer, or other weapon approved by the Sheriff and purchased at the employee's expense.

**ARTICLE 19 -  
INSURANCE & PENSION BENEFITS**

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

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

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

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

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

*Any employee electing option A or C above will have the option of receiving \$500.00 in a Flex Savings Account in lieu of the dental insurance coverage referenced in Section 2 below.*

In the event an employee is laid off, the insurance will be continued for one month following the month in which the layoff occurs. The word "dependents" will be determined by the definition issued by the insurance carrier. The County may, if they desire, procure equivalent coverage through another carrier at their expense.

Effective on 1/1/99, there shall be a payment in lieu of insurance for eligible employees who elect not to take health insurance. The employee eligible for single subscriber coverage who opts out of the insurance program shall receive \$125.00 per month. The employee eligible for health insurance at two person or family subscriber rates who opts out of the insurance program shall receive \$250.00 per month.

Commencing with the year 1997, the Employer shall pay one-half (1/2) of the premium for the employee retiree and his spouse, if any, toward the existing health coverage. For purposes of this paragraph, a retiree shall be defined as an employee who has worked for the Sheriff's Department for 25 years and who has attained the chronological age of 55 years. Effective upon ratification of the 2004-2006 collective bargaining agreement by both parties, and for those retiring after such ratification, the insurance coverage provided to retirees and spouses of retirees will be the coverage provided to current employees, as amended or changed from time to time after the retirement of the retiree.

Section 2. The County agrees to carry the existing Delta Dental and current vision insurance plans, or plans that are comparable thereto, for all full-time employees hereunder, and shall pay the full cost thereof for the employee, his spouse, and all dependent children.

Section 3. The County agrees to procure for each full-time employee who is a member of the bargaining unit, \$20,000.00 of group life insurance and \$20,000.00 accidental death. The County shall also cover the employees' liability for false arrest.

Section 4. Pension. The Retirement Program for Union employees shall remain the same during the years 1998 and 1999 and the County Employer will make the same percentage contribution that they have been making for the past said years.

Effective January 1, 2000, the County Employer agrees to change to MERS Plan B2, with the F55/25 Rider with the Employer to make a contribution of 7.5%. Effective January 1, 2001, the Employer's contribution shall be 7.75%. Effective January 1, 2002, the Employer's contribution shall be 8.00%.

Section 5. The County may elect to represent a member against whom a claim or a civil suit is brought for any act, action or omission arising within the course of his regular employment, and in the event the County does not elect to represent the member employee, it shall indemnify him, paying all costs of litigation, judgments and/or settlements entered into with the approval of the County, including court costs and attorney fees, where it is determined a final court decision that the member was not civilly liable for an unintentional tort arising within the scope of his employment, even though said action may be dismissed. The County shall not be liable for payment of any costs or fees where the member is found to have committed an intentional tort.

An employee shall have the right to select counsel of his own choosing whenever an intentional tort is alleged in the pleadings.

Section 6. A longevity provision will be established hereunder and all benefits shall be determined on October 1 of each year. All full-time employees who are employed on the October 1 determination date and who have completed a minimum of five years of full-time employment with the County shall receive longevity benefits in accordance with the following schedule:

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

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

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

Section 7. Pension. The Employers shall continue the present pension plan for the employees covered by this Agreement and shall provide each employee with a summary copy of such Plan.

#### ARTICLE 20 - SALARY SCHEDULE

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

##### Captain Classification

For 2007	\$24.53/hour	(\$51,022.40 annually)
For 2008	\$25.08/hour	(\$52,166.40 annually)
For 2009	\$25.64/hour	(\$53,331.20 annually)
For 2010	\$26.22/hour	(\$54,537.60 annually)

Lieutenant Classification

For 2007	\$23.25/hour	(\$48,360.00 annually)
For 2008	\$23.77/hour	(\$49,441.60 annually)
For 2009	\$24.30/hour	(\$50,544.00 annually)
For 2010	\$24.85/hour	(\$51,688.00 annually)

Sergeant Classification

For 2007	\$22.08/hour	(\$45,926.40 annually)
For 2008	\$22.58/hour	(\$46,966.40 annually)
For 2009	\$23.09/hour	(\$48,027.20 annually)
For 2010	\$23.61/hour	(\$49,108.80 annually)

Corporal Classification

For 2007	\$19.02/hour	(\$39,561.60 annually)
For 2008	\$19.45/hour	(\$40,456.00 annually)
For 2009	\$19.89/hour	(\$41,371.20 annually)
For 2010	\$20.34/hour	(\$42,307.20 annually)

**ARTICLE 21 - SAFETY**

Section 1. The Board and the Sheriff shall have the sole responsibility to maintain all equipment in a safe operating condition when furnished by the Employer for use by the employees in the performance of their assigned duties.

Section 2. In the event an employee shall claim the equipment furnished by the Employer as unsafe for use in the performance of his or her assigned duties, the employee shall be required to report this alleged equipment defect to the immediate attention of his/her commanding officer or division supervisor in writing.

Section 3. If the reported complaint is not satisfactorily resolved by the commanding officer, the employee may exercise his/her right to direct recourse to the Sheriff for final and binding resolution. The County shall not require employees to utilize equipment that is not in safe operating condition.

**ARTICLE 22 - GENERAL PROVISIONS**

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

Section 1A. Should any court, board or agency of competent and proper jurisdiction rule that any part or parts of this Agreement are void or of no effect, the remaining parts of the contract shall continue to be binding on the parties. This clause is made without prejudice to any of the parties hereto and is not an admission by any of the parties. It shall not be used in any litigation involving the aforesaid parties.



Section 2. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the contract.

Section 3. Employees returning from leaves of absence of less than six months shall continue the same salary schedule. When they have been on leave longer than six months, the period of time shall be deducted from their seniority and shall also be deducted from their vacation eligibility and continuous employment record. Employees returning from military leaves of absence who are reinstated to their positions previously held shall be entitled to receive compensation at the rate to which they would have been entitled had their service with the Sheriff's Department continued, even though they were with the Armed Forces, if this is required by the Armed Services Act.

Section 4. There will be a bulletin board available in each building where employees report, portions of which shall be made available to the Union for their announcements. No postings shall be made on such boards until first approved by the Sheriff, which approval shall not be unreasonably withheld.

Section 5. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in this Agreement.

Section 6. Newly-promoted employees shall be evaluated in writing a minimum of once every three (3) months while on probation. Said employee and the Chief Steward shall receive a copy of the evaluation.

### **ARTICLE 23 - DURATION**

Section 1. This Agreement shall become effective on the date this Agreement is signed by both parties as indicated on page 1 of the Agreement and shall remain in full force and effect until the 31st day of December, 2010. It is further agreed that the Agreement shall become open for negotiations 90 days prior to its termination date. Either party may terminate on the termination date by giving notice to the other within a 15-day period immediately following 90 days prior to the end of the Agreement. In lieu of a termination notice, the notice may call for an amendment to the Agreement and, if such notice is given, the other party shall have an additional 10 days to designate whether it desires to terminate or amend the Agreement. In the event amendment notices are given, all the provisions of this Agreement shall remain in full force and effect until a settlement is reached on the proposed amendments. Provided, however, that either party may terminate this Agreement during the period of negotiations subsequent to the above termination date by giving a 30-day notice of termination. Notices shall be given in writing and shall be sent

to the Union addressed to their chairman of the bargaining committee at such place as he shall notify the County. Notice to the County is sufficient if given to the Labor relations Committee of the Hillsdale County Board of Commissioners, Hillsdale County Courthouse, Hillsdale, MI 49242.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective on the date herein before designated.

FOR THE COUNTY:

Melanie Danenberg  
Andy Weldon  
Parke Hayes

FOR THE UNION:

Roy Love  
Edward Hillen

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