

**ORIGINAL FOR EXECUTION  
1/7/2010**

**AGREEMENT  
BETWEEN  
LAKE COUNTY AND THE LAKE COUNTY SHERIFF  
AND  
POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(Deputy - Act 312 Unit)**

Effective January 1, 2009 to December 31, 2011

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## AGREEMENT

THIS AGREEMENT made and entered into this **10th** day of **February**, 2010, effective January 1, 2009, unless otherwise provided by and between LAKE COUNTY BOARD OF COMMISSIONERS and the LAKE COUNTY SHERIFF, (hereinafter referred to as the "Employer"), and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, (hereinafter referred to as the "Union" or "POAM").

### ARTICLE I RECOGNITION

1.1: Collective Bargaining Unit. The Employer recognizes the Union as the exclusive representative for all employees in the following-described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment:

All full-time and regularly scheduled part-time employees in the Lake County Sheriffs Department classified and occupying the Act 312 eligible positions of certified deputy sheriff, officer, detectives, but excluding sheriff, undersheriff, command officers of the rank of sergeant and above-non 312 eligible employees including cooks, corrections officers, non-certified marine officers, animal control, court security/bailiff and all other employees.

1.2: Definitions. The terms "employee" and "employees" when used in this Agreement shall refer to and include only those regular full-time and regular part-time employees who have completed their probationary periods as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Section 1.1 of this Agreement. For purposes of this Agreement, the following definitions shall be applicable:

- A. Regular Full-Time Employee. A regular full-time employee is an employee who is working the normal workweek on a regular schedule.
- B. Regular Part-Time Employee. A regular part-time employee is an employee who is regularly scheduled for a minimum of forty-eight (48) hours per pay period but not on the same basis as a regular full-time employee.
- C. Irregular Employee. An irregular employee is an employee who is working on any basis other than the above definitions of regular full-time employee and regular part-time employee.
- D. The Employer shall not fill a vacant full-time bargaining unit position with two (2) or more non-bargaining unit part-time employees for more than ninety (90) consecutive days. Marine officers shall not be regularly dispatcher for patrol duty.

- E. Each regular part-time employee shall not be permitted to work for more than twelve hundred (1200) hours per calendar year, excepting in the event of staff shortages or emergencies.
- F. The Employer shall not permit non-bargaining unit part-time employees to work over eight (8) hours per day or forty-eight (48) hours per pay period unless there are shortages due to bargaining unit employees not being available for the work.

ARTICLE II  
REPRESENTATION

2.1: POAM Representatives.

- A. The Bargaining Committee will include not more than two (2) employees. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.
- B. Negotiations shall take place at mutually agreeable times. Employees who are negotiating at times which they are regularly scheduled to work, shall be paid their straight time wages for the period of time spent in negotiations. Under no circumstances shall employees be paid overtime or holiday pay for time spent in negotiations. Employees shall return to their work station after negotiations have ended, provided there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to start subsequent to the start of their normal schedule. Employees must receive the approval of their supervisor if they wish to meet with a Union representative before or after negotiations.

2.2: Communications. Official communications to the Union shall be addressed to the Local President. For informational purposes only, a written copy shall be sent to the POAM, but failure to do so shall not affect the matter.

2.3: Committee Persons. The Employer recognizes the right of the Union to designate a Committee person and an alternate from the seniority list.

The authority of the Committee person and alternate so designated by the Union shall be limited to and shall not exceed the investigation and presentation of grievances.

2.4: Lost Time. The Committee person, during his/her working hours, without loss of pay or time, may investigate and present grievances to the Employer, it being agreed that investigation shall be performed with a minimum of interference with work assignments and loss of working time.

However, in no event shall the Committee person leave his/her work for such purpose without first obtaining permission from his/her Supervisor. The supervisor may require the Committee person to investigate and/or present such grievance or grievances during other than working hours in the event that the Supervisor believes that the work force cannot be adequately covered during the time that the Committee person desire to investigate and present grievances. The alternate Committee person may take the place of the Committee person only if he/she is not available.

### ARTICLE III UNION SECURITY AND CHECKOFF

3.1: Agency Shop. All full time employees in the bargaining unit who are subject to this Agreement shall, as a condition of employment, maintain their membership in the POAM for the duration of this Agreement by paying the dues uniformly established for membership or, in lieu thereof, contribute a service fee which sum shall accurately represent the amount for that employee's fair share of costs attributable to negotiating the terms of this Agreement and servicing the Agreement. For present employees, such payments of dues or service fees shall commence thirty-one (31) days following the effective date of this Agreement. For employees hired after the date of this Agreement, such payments shall start thirty-one (31) days following the beginning of employment in the bargaining unit.

3.2: Checkoff.

- A. The Employer agrees to deduct for the regular monthly pay of each employee in the bargaining unit the Union dues and service fees subject to all of the following subsections.
- B. The Union shall obtain from each of its members a complete checkoff authorization form which shall conform to the respective state and federal laws concerning that subject.
- C. All checkoff authorization forms shall be filed with the Employer. The Employer may return any incomplete forms, and no deductions shall be made until such deficiency is corrected.
- D. The Employer shall deduct only obligations which come due at the time of checkoffs. The Employer will make checkoff deductions only if the employee has enough pay to cover such obligations. The Employer will not be responsible for a refund to the employee if the employee has duplicated a checkoff deduction by direct payment to the Union.
- E. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is made.



- F. The Union shall provide at least thirty (30) days written notice to the County Clerk of the amount of Union dues and/or representation fees to be deducted from the wages of employees. Any changes in the amounts determined will also be provided to the County Clerk at least thirty (30) days prior to its implementation.

3.3: Hold Harmless. The Union agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deductions from an employee's pay of Union dues or service fees. The Union assumes full responsibility for the disposition of deductions so made once they have been sent to the Union.

#### ARTICLE IV RIGHTS OF THE EMPLOYER

4.1: Management Rights.

- A. The Employer retains and shall have the sole and exclusive right to manage and operate the Department in all of its operations and activities. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work and the number of personnel required; to direct and control operations; to maintain order and efficiency; to discontinue, combine, or reorganize any part or all of its operations; to study and use improved methods and equipment, and in all respects to carry out the ordinary improved and customary functions of administration of the County. The Union hereby agrees that the Employer retains all rights established by law and reserves the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matter not specifically and expressly limited by this Agreement. These rights shall not be subject to the Grievance and Arbitration Procedures established herein.
- B. The Employer shall have the right to hire, promote, assign and transfer employees. The Employer shall have the right to suspend, discipline, or discharge non-probationary employees for just cause, layoff, and recall personnel; to establish work rules and to fix and determine reasonable penalties for violations of such rules; to make judgments as to ability and skill; to establish and change work schedules, provided, however, that these right shall not be exercised in violation of any specific provisions of this Agreement. These rights shall be subject to the Grievance and Arbitration Procedures established herein if the Employer has violated a specific provision of this contract.

ARTICLE V  
GRIEVANCE AND ARBITRATION PROCEDURES

5.1: Definition of Grievance. A grievance shall be a complaint by an employee, or the Union for non-disciplinary matters only, concerning the application and interpretation of this written Agreement. Any grievance filed shall refer to the specific provision (s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

5.2: Grievance Procedure.

- A. Step One. Verbal/Immediate Supervisor. An employee with a complaint shall discuss the matter with the officer in charge of the shift or with his/her immediate supervisor within ten (10) days of occurrence of the incident which gave rise to the complaint often (10) days from the date when the employee should reasonable have known of the occurrence. If requested by the employee, he/she shall have his/her steward present. The supervisor shall give his/her answer within five (5) days from the time that the grievance was presented to him/her. Any settlement reached by this discussion must be approved by the Sheriff.
- B. Step Two. Written/Sheriff. In the event that the grievance cannot be settled in Step 1, the grievance shall be reduced to writing by listing the Sections of the Agreement alleged to have been violated, signed by the grievant, and submitted to the Sheriff within ten (10) days from the supervisor's answer to Step 1. The Sheriff and the steward or alternate shall discuss the grievance in attempt to resolve the matter. The Sheriff shall place his answer on the grievance form and return it to the steward or alternate within ten (10) days after such meeting.
- c. Step Three. If the grievance is not satisfactorily resolved at Step 2, it may be appealed by resubmitting the grievance to the Chair of the County Board of Commissioners and/or the County Clerk within ten (10) days following receipt of the Employer's Step 2 answer. Within ten (10) days after the grievance has been filed with the proper Employer representative, a meeting shall be held between representatives of the Employer and the Union. Either party may have non-employee representatives present.

5.3: Notice to Arbitrate. In the event that the grievance is not satisfactorily resolved in Step 3, the Union may request arbitration of the unresolved grievance which is arbitrable by giving written notice to the Employer of its intent to arbitrate within twenty (20) days following receipt of the Employer's answer in Step 3.

5.4: Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties may, within five (5) days, select by mutual agreement one (I) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by each party

alternately striking a name from the list, and the remaining name shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party is responsible for its own expenses. In the event that the Federal Mediation and Conciliation Service will no longer provide the arbitration panel, then the panel shall be obtained from the American Arbitration Association.

5.5: Witnesses. If the Employer or the Union requests that the aggrieved employee or other persons are necessary, they shall be present at the hearing or at any Step or Steps of the Grievance Procedure; provided, however, that if a witness is on duty, he/she will be excused after giving his testimony so that he/she can promptly return to duty.

5.6: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement. He/she shall be at all times wholly governed by the terms of this Agreement, and he shall have no power or authority to amend, alter, or modify this Agreement, either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall decide the merits of the grievance only if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding on the Union, the Employer, and its employees; provided, however, either party retains all legal rights to challenge arbitration and decisions thereof where such action is beyond the power of the arbitrator or where the award was procured by fraud, misconduct, or other unlawful means.

5.7: Class Action Grievances. Grievances on behalf of a shift, division, or the entire local Union shall be filed by the Union representative and shall be processed starting with the second step of the Grievance Procedure.

5.8: Expedited Grievances. If the grievance involves a disciplinary suspension or discharge, the grievance shall be processed starting at the second step of the Grievance Procedure, and a meeting will be held by the Union representative and the Sheriff or his designated representatives within five (5) days after submission to discuss the grievance.

5.9: Time Limitation. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step, including arbitration if the Union so requests. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

5.10: Time Computation. Saturday, Sunday, and holidays recognized by this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

5.11: Grievance Form. The grievance form shall be supplied by the Union.

5.12: Grievance Resolution. All grievances which are satisfactorily resolved at Step 1 or Step 2 of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the Board of Commissioners at its next regularly scheduled monthly meeting before they shall

be final. The time limitations set forth in the Grievance Procedure shall be stayed during the period in which the grievances are referred to the Board of Commissioners under this Section, but in no event more than thirty (30) days. If the resolution of a grievance is not approved, the Union shall have fifteen (15) days following receipt by the Union's president of notice of the County Board of Commissioners' action to resubmit the grievance to the next higher Step in the Grievance Procedure than the grievance held prior to such disallowance. If the grievance is not resubmitted in a timely fashion, it shall be deemed to be withdrawn.

5.13: Election of Remedies. When the same remedy is available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. In the event that an administrative law judge or judge rules that he/she does not have jurisdiction, then under those circumstances, the employee may proceed with the contract arbitration procedure within five (5) days of that ruling.

## ARTICLE VI DISCHARGE AND DISCIPLINE

6.1: Discipline and Discharge. The Employer agrees that discipline and discharge for all non-probationary employees will be for just cause. The Employer agrees to use the principles of progressive and corrective discipline, where appropriate. The Union acknowledges, however, that progressive discipline need not be utilized for major offenses.

6.2: Disciplinary Procedure. In the event an employee is called to the office of the Sheriff for the purpose of possible disciplinary action, the employee shall have the right to have his/her local Union representative present, upon request.

6.3: Past Infractions. In imposing discipline on a current charge, the Employer will not take into account any disciplinary action which occurred more than thirty-six (36) months previously, or forty-eight (48) months if disciplinary time off was given unless directly related to the current charge.

## ARTICLE VII MANAGEMENT SECURITY - NO STRIKE

7.1: No Strike. The Union and employees agree that there shall be no interruption of employee services, for any cause whatsoever. There shall be no concerted failure by employees to report for

duty, nor shall employees absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. Employees shall not picket the Employer's premises. The Union and employees further agree that there shall be no strikes, sit-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the County.

7.2: Penalty. Any employee who engages in any activity prohibited by Section 7.1 shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge.

## ARTICLE VIII SPECIAL CONFERENCES

8.1: Special Conference Procedure. The Employer and the Union may agree to meet and confer on matters of mutual concern upon written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing bargaining negotiations nor to in any way modify, add to or detract from the provisions of this Agreement.

Meetings, if agreed to be held by the parties, shall be held at a time and place mutually agreeable to the parties. Each party may be represented by not more than three (3) persons, however, not more than two (2) shall be employees in the bargaining unit and they shall be paid while attending a special conference, but only if held during their normal work hours.

## ARTICLE IX SENIORITY

9.1: Definition of Seniority. Seniority shall be defined as the length of the employee's continuous service with the Lake County Sheriff Department commencing from his/her last date of hire in this bargaining unit. Rank seniority shall mean the length of continuous service commencing from the date of the employee's service in the particular rank. For purposes of benefits predicated on length of service, all seniority with Lake County shall be counted. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

9.2: Probationary Period. All new employees, full-time and regular part-time, shall be considered probationary employees for a period of one (1) year, provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty, if such period of absence is greater than fifteen (15) work days. Upon completion of the probationary period, an employee shall be placed on the seniority list and shall have seniority dating from his/her last date of hire. The Union shall represent probationary employees for the purpose of

collective bargaining; however, probationary employees may be laid off, disciplined, suspended, or terminated by the Employer at any time without regard and without recourse to this Agreement. Probationary employees may be terminated from employment for any reason or no reason.

9.3: Part-Time Employees. Regular part-time employees will be so designated at the time of their hire. If a regular part-time employee is transferred by the Employer to fill a regular full-time position, another probationary period of one hundred twenty (120) days under the conditions in Section 9.2 above, will commence as of the date of the transfer. Upon completing his/her probationary period of one hundred twenty (120) days, the employee shall be placed on a seniority list and he/she shall have seniority commencing with the date he/she was transferred to the regular full-time status. The parties agree that the above referenced to probationary period shall be one (1) year in total, if the regular part-time employee was not previously employed for an entire year as a regular part-time employee.

9.4: Seniority List. The Employer shall furnish the Union an up-to-date seniority list once each year. Upon execution of this Agreement, the parties have agreed upon a seniority list.

9.5: Loss of Seniority. An Employee shall automatically lose his/her status as an employee and his/her seniority for any of the following reasons:

- A. He/she resigns or quits.
- B. He/she is discharged or terminated and not reinstated.
- C. He/she retires.
- D. He/she is convicted or pleads guilty to a felony.
- E. He/she has been laid off for a period of time equal to his/her seniority at the time his/her layoff and not employed within the bargaining unit or two (2) years, whichever is lesser.
- F. Two (2) failures to notify the Employer of absences on a regularly scheduled work day within a twelve (12) month period, unless failure to notify the Employer is beyond the control of the employee.
- G. Unexcused failure to return from a leave of absence of any kind on a specified date for return (including sick leave).
- H. Intentionally falsifies his/her employment application.
- I. Failure to return to work when recalled from layoff as set forth in the recall procedure.

1. Employee is off work on worker's compensation leave for two years or an amount of time equal to his/her length of service, whichever is less.

9.6: Layoff. In the event that a reduction in the work force becomes necessary, the first (1st) employees to be reduced from the Department in the classification affected shall be those employees who are part-time. The next employees to be laid off will be employees on probation; provided, however, that the remaining employees have the necessary training and experience to perform the required work. If additional reductions are necessary, it shall be on the basis of seniority in the classifications and ranks affected; provided, however, that the remaining senior employees have the necessary training and experience to perform the required work. Upon request made within three (3) days following notification of layoff, certified officers shall have the right to be assigned to lower paying classification within the bargaining unit, provided they have more seniority than the employees being replaced. Employees who are demoted in lieu of layoff shall initially be paid the same salary step in the range for the lower position to which they have been demoted. The Employer shall give two (2) weeks' advance notice of a layoff unless such notice is impracticable due to emergency or unusual circumstances. It is agreed between the parties that laid off command officers under the COAM contract who have more seniority can bump employees in this bargaining unit under the requirements stated above.

9.7: Recall. In the event that the work force is increased, recall to work shall be in the inverse order of layoff from work. Recall notice shall be mailed by certified mail or hand delivered to the employee's last known address. In the event the employee fails to make himself/herself available for work at the end of three (3) days after notice of recall is mailed, he/she shall lose all seniority rights and right to recall under this Agreement. The employee is responsible to keep the Employer advised of his/her last known address. An employee shall have recall rights to his classification or job for a period equal to his/her length of seniority or twenty-four (24) consecutive months, whichever is shorter, except for failure to respond to recall notice as stated above.

9.8: Seniority and Benefit Accumulation. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence, unless otherwise specifically provided; and insurance, vacation and sick leave shall not accrue, continue, or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement. There shall be no duplication or pyramiding of leave benefits or types of absence.

9.9: Trial Period for Promotions. Any employee who is promoted to Deputy Sergeant shall be on trial for up to one hundred eighty (180) work days. During this trial period, the employee shall have the opportunity to revert to his/her former classification and commensurate pay rate or the Sheriff may require the employee to revert back to their former position and commensurate rate of pay. The decision of the Sheriff shall be final and binding on the parties and not grievable. If an employee elects to revert back to his former position, he shall be ineligible for job advancement under this Section for a period of twelve (12) months.



ARTICLE X  
LEAVES OF ABSENCE

10.1: Personal Leave Without Pay. Employees with at least one (1) year's seniority may be granted up to thirty (30) days leave of absence without pay. A thirty (30) day extension of the leave of absence may be granted at the option of the Sheriff. If such leave exceeds thirty (30) days, then such leave shall be without accumulation of any fringe benefits predicated on length of service with the Sheriff's Department, nor shall seniority accumulate beyond that time. Requests for a personal leave shall be in writing and shall be signed by the employee and given to the Sheriff. Such request shall state the reason(s) for the leave. Employees shall not take a leave of absence for the purpose of obtaining other employment, and an employee who takes such employment shall be considered as a voluntary quit unless such other employment is agreed to by the Sheriff.

10.2: Paid Sick Leave.

- A. All full-time employees covered by this Agreement shall be credited with forty-eight (48) hours of paid sick leave on January 1 of each year beginning in 1987. For new employees, paid sick leave days will be prorated monthly.
- B. An employee eligible for paid sick leave may use such leave when he/she is unable to perform his/her duties because of illness or injury.
- C. The Employer may require as a condition of any sick leave a medical statement setting forth reasons for a sick leave when there is a reason to believe that the health or safety of personnel may be affected or that an employee is abusing his/her sick leave benefits.
- D. Sick leave benefits shall be charged against the employee's sick leave account in the amount taken.
- E. At the end of each year, the employee shall cash in his/her unused sick leave for that year. If the employee cashes in sick leave days, he/she will be paid for one-half (1/2) of such unused sick leave days in the last pay period of January at the rate he/she was earning as of the end of the year.
- F. Employees must notify the Sheriff or his/her designee at the earliest opportunity when they will be off work because of illness.
- G. The Employer reserves the right to require an employee at the Employer's expense, if not covered by the employee's insurance, to take a physical or mental examination (1) if there is reasonable cause to believe a problem exists, or (2) on return from a leave of absence to verify the employee's ability to return from the injury or illness that necessitated the leave. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the



determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third physician shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of said examination, the Employer may take what appropriate action is necessary within the confines of the parties contract.

10.3: Funeral Leave.

- A. If a death occurs among members of a full-time employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements. There shall be no loss of pay from the day of death until the day after the funeral. However, the employee may take no more than a total of five (5) days, two (2) of which shall be without loss of sick leave; the remaining three (3), if taken, shall be charged against earned sick leave. Immediate family shall be defined as spouse, child, parent, sister, brother, father-in-law, mother-in-law, grandparents and grandchildren.
- B. One (1) day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, niece, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, half-brother, and half-sister. This day shall be charged against earned sick leave.
- C. The Employer is to be notified immediately of a death in the family and the extent of the expected absence.

10.4: Union Leave. The Employer will grant leaves of absence with pay to Union members of the bargaining unit of POAM for the following function:

One (1) officer for two (2) days to attend the POAM delegates meeting each calendar year. Further, if said meetings are scheduled during the employee's tour of duty, he/she shall continue to be paid as though the time were worked. In the event the POAM meeting is scheduled at a time the employee is not scheduled to work, the employee shall not be paid. The employee shall notify the Sheriff at least fourteen (14) days in advance of a scheduled meeting. Leave may be denied if the absence of the employee would unreasonably interfere with the services performed by the Department.

10.5: Personal Time. Each employee shall be allowed twenty-four (24) hours personal time per year. Personal time may be taken with vacation time and may be accumulated from year to year. Employees shall be paid in full for personal time.

ARTICLE XI  
HOLIDAYS

11.1: Holidays. Eligible full-time employees shall be paid eight (8) hours pay at their regular straight time rate, exclusive of premiums, for each of the following holidays:

New Year's Day	Christmas Day
Memorial Day	Good Friday
Independence Day	Easter
Labor Day	Veteran's Day
Thanksgiving Day	Police Officer's Day
Martin Luther <i>King</i> Day (Effective 1/1/86)	Christmas Eve Day (Effective 1/1/00)
	New Year's Eve Day (Effective 1/1/01)

11.2: Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- A. The employee must work his/her hours on his/her last regularly scheduled day before and his/her first regularly scheduled day after the holiday unless otherwise excused;
- B. The employee must not be suspended for disciplinary reasons, provided, however, if such suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay;
- C. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

11.3: Worked Holidays. In the event an employee covered by this Agreement works on a holiday, he/she shall be paid at the rate of time and one-half(1-1/2) his/her regular straight time hourly rate for all hours worked on such holiday, in addition to holiday pay.

11.4: Holiday Pay Upon Termination. If an employee terminates his/her employment, he/she will not receive pay for holidays occurring after the last day worked, even though the holiday may fall within the period of his/her projected terminal vacation leave.

ARTICLE XII  
VACATIONS

12.1: Vacation Leave. All full- time employees covered by this Agreement shall earn vacation time with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Leave</u>
After One (1) Year	40 Hours
After Two (2) Years	80 Hours
After Five (5) Years	120 Hours
After Twelve (12) Years	160 Hours

12.2: Holiday During Vacation: If a holiday recognized in this Agreement falls within an employee's vacation, he/she will be given an extra day which will be added to the vacation.

12.3: Break in Service. An approved leave of absence will not be counted as a break in the employee's service record when determining his/her vacation allowance under the progressive vacation plan, provided such leave of absence does not exceed sixty (60) working days.

12.4: Vacation Scheduling. An employee may take his/her vacation at any time in the course of the year as long as it conforms with the requirements of the Department and is approved by the Sheriff or his/her designee. Employees may carry over one (1) year of their vacation allotment to the following year.

12.5: Vacation Pay Advance. If a regular pay day falls during an employee's vacation, he/she shall receive his/her vacation pay in advance, provided that he/she has requested such advance payment one (1) week prior to the pay day preceding the start of his/her vacation.

### ARTICLE XIII HOURS OF WORK AND OVERTIME

13.1: Tour of Duty. An employee's normal tour of duty shall consist of eighty (80) hours of work in a period of fourteen (14) consecutive days.

13.2: Workday. An employee's normal workday shall consist of eight (8) consecutive hours, ten (10) consecutive hours, or twelve (12) consecutive hours. A workday shall be defined as a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift. For purposes of overtime premium pay, this definition shall not apply where:

- A. An employee's regular shift is changed at his/her request.
- B. The employee's regular shift has variable starting times or he/she is scheduled on a rotation basis, provided, however, at least eight (8) hours of off-duty time is scheduled between the end of one shift and the start of another.

13.3: Work Schedule. The work schedule shall be established by the Sheriff and, when practicable, posted one (1) week in advance of the tour of duty.

13.4: Overtime. Overtime, other than of an emergency nature, must have the prior approval of the Sheriff or his/her designated representative.

13.5: Overtime Premium Pay.

- A. Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of the employee's regularly scheduled workday as defined in Section 13.2.
- B. Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of eighty (80) hours in a fourteen (14) day tour of duty.
- C. There shall be no pyramiding or duplication of overtime premium, stand-by, call-back, or court time pay.

13.6: Court Time. Officers subpoenaed or directed into court, including probate court and official hearings during off-duty hours, shall be compensated at the time and one-half (1-1/2) rate for the portion of the day spent in court or traveling to and from court. A minimum of two (2) hours will be paid for all court appearances under this Section.

13.7: Call-Back Time. All hours worked due to call-back shall be compensated at the rate of time and one-half (1-1/2). For the purpose of this Section, a minimum of one and one-half (1-1/2) hours shall be paid on such call-backs.

13.8: On-Call Pay. Any time an employee is placed on-call, the employee shall receive twenty-five percent (25%) of base pay for the time the employee is on-call.

13.9: Trading of Pass Days. Employees covered by this Agreement may change pass days after the schedule is posted if permission is received from the Sheriff.

#### ARTICLE XIV INSURANCE AND PENSION

14.1: Hospitalization Insurance.

- A. The Employer shall offer the following Blue Cross/Blue Shield health insurance option:

PPO 15 reimbursed back to a PPO 2 health care plan

The employee cost sharing of the premiums for 2010 and 2011 will be \$130 per month. If the insurance premiums increase over 20% in a plan year, the increase will be split by the Employer and the employee.

The amounts are to be deducted twice monthly, 50% from the 1<sup>st</sup> pay and 50% from the 2<sup>nd</sup> pay of the month.

New employees will be eligible for health insurance after six (6) months of full-time continuous service.

- B. Waiver of Health Insurance. An employee who is covered as a dependent on a spouse's or parent's hospitalization policy may choose not to be covered by the medical insurance provided by the County. The decision to waive coverage can only be made once per calendar year. A waiver agreement, provided by the Employer, must be signed by the employee.

In the event the employee elects not to be covered by such medical insurance, the employee shall be paid \$106.00 (single coverage), \$222.00 (two person coverage), and \$249.00 (family coverage), as a salary supplement or in a deferred compensation plan administered by the County. This section does not apply to employees covered under section C below.

Employees assume all risks if they want to later re-enroll. Employees assume any potential risks as to not being covered for "pre-existing" illness or injuries by the insurance carrier.

- c. No Double Coverage if Spouse Employed by County. Effective the 1st of the month after the Employer ratifies the contract in 1992 no employee shall be eligible for health insurance coverage, as provided under this contract, if his/her spouse is employed by LAKE COUNTY or any of its departments when that employee could be covered under his/her spouse's policy. Such employee shall receive Thirty and No/100 (\$30.00) Dollars per month.
- D. Retiree Health Insurance. The Employer will pay 100% of single subscriber rate for any retiree or disabled employee if applied for within two (2) years of retirement or the disabling injury. The retiree is responsible for the cost of any dependent coverage. If the retiree has equal or better coverage and costs from another source, the retiree must utilize that insurance. Upon loss or ineligibility of the other coverage, the retiree may become covered under the County's retiree program.

14.2: Liability Insurance. The Employer shall continue in effect its present program of liability insurance on the same terms and conditions that existed prior to the execution of this Agreement unless canceled by the insurance carrier at which time the County will seek new insurance.

14.3: Tern Life Insurance. The Employer will provide a term life insurance policy in the amount of twenty thousand (\$20,000) and twenty thousand (\$20,000) accidental death and dismemberment for each full-time employee.

14.4: Sickness and Accident Insurance.

- A. In consideration for the program of sickness and insurance benefits described in this section, the parties agree that their fanner program of paid sick days shall no longer continue to exist. No further use of time earned under the prior sick leave program, other than as provided by this section, shall be permitted.
- B. The Employer shall obtain and pay the required premiums for sickness and accident insurance for full-time employees covered by this Agreement. This coverage shall become effective the first (1st) workday following completion of sixty (60) calendar days of employment with the Employer. Employees who are eligible under the insurer's regulations shall receive from the Employer's insurance carrier weekly indemnity payments consisting of seventy percent (70%) of their normal straight time weekly wages, up to a maximum benefit of six hundred dollars (\$600.00) weekly. These benefits shall be payable from the first (1st) day of disability due to accident or hospitalization and eighth (8th) day of sickness, for a period not to exceed twenty-six (26) weeks for anyone (1) period of disability. Employees are not entitled to this benefit for any disability which they may be entitled to indemnity or compensation under a retirement plan, the Social Security Act, any workers' compensation, or any salary continuation program.
- C. Accrued sick days earned prior to January 1, 1987 shall be converted to a monetary amount to be used only as set forth in this subsection. The employee's sick leave credits as of December 31, 1986 will be multiplied by the employee's December 31, 1986 straight time hourly rate of pay. This conversion shall result in a monetary "bank" from which the employee may use in the following manner:
  - 1. To supplement workers' compensation or sickness and accident insurance benefits paid to an eligible employee, provided, however, the sum of any such sickness and accident insurance benefits and supplemental payments shall not exceed one hundred percent (100%) of the employee's normal gross weekly wages.
  - 2. Following exhaustion of the sickness and accident insurance benefits provided by the Employer's insurance carrier, the employee may draw from his "bank" a weekly amount to exceed one hundred percent (100%) of his normal gross weekly wages.

3. Upon death, retirement, or termination, other than for just cause, the employee or his/her designated beneficiary will be paid one-half (1/2) of any amounts remaining in his/her sick leave bank.

D. When an employee is receiving sickness and accident insurance, he/she will have their fringe benefits and seniority continue which they would otherwise be entitled to if they were working.

14.5: Dental Insurance. Effective January 1988, the Employer agrees to provide a 50-50-50 Dental Insurance program for full-time employees, including dependent coverage.

14.6: Selection of Insurance Carriers. The Employer reserves the right to select or change the insurance carriers providing the benefits stated in Section 14.1 through Section 14.5, to be a self-insurer, either wholly or partially, with respect to such insurance programs and to choose the administrator of such insurance program, provided the level of such benefits remains the same. The Union shall be notified prior to any change.

14.7: Continuation of Benefits. Except as provided for in Section 14.1(F), there shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, layoff, retire or are otherwise terminated beyond the month in which such layoff, leave of absence, or retirement commenced or occurred. If an employee is granted a sick leave, the Employer agrees to continue its premium payment for not more than one (1) month, not counting the month in which such sick leave commenced.

14.8: Retirement Plan. The current retirement plan is the MERS C-2 with a B-1 base, with 25 years of service and age 50 with employee contribution. Effective January 1, 2001, the Employer will pick up one-half (1/2) of the employee's current retirement contribution. Effective December 31, 2002, the Employer will pay for the remaining one-half (1/2) of the current employee contribution. Effective December 31, 2002, the Employer will improve the MERS retirement to the B-2 level (with age 50 and 25 years of service) and assume the full cost of the system. Effective January 1, 2008, the Employer will contribute 1.75% to the B-3 pension improvement, if the employees elect said improvement. The cost of any actuarial report necessary for the improvement will be borne by the bargaining unit. Effective January 1, 2010, the Employer will contribute up to 1.75% to the B-3 pension improvement with any cost above 1.75% will be paid by the employee through payroll deduction.

14.9: Vision Insurance. Vision coverage shall be added as soon as practicable upon ratification (currently Group Benefit Services Inc.). The Employer will pay 50% of the premium cost for the year 2000. The Employer will pay 100% of the cost effective 1/1/01.

ARTICLE XV  
UNIFORMS AND EQUIPMENT

15.1: Uniforms and Equipment. The Employer shall provide such uniforms and equipment as the Sheriff and the County shall determine are necessary, subject to reasonable rules for the preservation, use, and care of such uniforms and equipment.

15.2: Damage Reimbursement. The County agrees to pay or cause to be paid to employees covered by this Agreement reasonable damages to personal property damaged in the line of duty upon presentation of receipt for loss, provided such damage was not due to the negligence or intentional act of the employee(s).

15.3: Dry Cleaning. The Employer will provide a maximum of three thousand dollars (\$3,000.00) per year for the cleaning of all Sheriff Department uniforms.

15.4: Plain Clothes Allowance. The Employer agrees to provide an allowance of two hundred seventy-five and no/100 (\$275.00) dollars per year for any officer who is required, in the regular course of his/her duty on a permanent nature, to wear plain clothes.

15.5: Boot Allowance. The Employer shall reimburse employees up to \$100.00 annually for the purchase or repair of boots used for duty after submitting receipt of said purchase.

ARTICLE XVI  
WAGES

16.1: Classifications and Wages. Listed in Appendix "A" and incorporated herein are the rates of pay for the classifications covered by this Agreement.

16.2: Wages of Regular Part-Time Employees. Regular part-time employees shall be paid at the start rate for the classification in which they are working.

16.3: New Classifications. The Employer reserves the right to discontinue existing classifications and to establish new classifications. In the event that the Employer should establish a new classification, the Employer agrees to negotiate with the Union concerning the rate of pay for such new classification.

16.4: Temporary Assignment Pay. In any case an employee is qualified for and is temporarily required to regularly serve in and accept the responsibility for work in a position of a higher class, he shall receive the rate for the higher classification or two hundred and no/100 (\$200.00) dollars per annum above his/her present rate of pay, whichever is higher, while so assigned, subject to the approval of the department head involved and the approval of the Sheriff; provided that for an employee to qualify for the higher rate of pay in such temporary assignment to a higher position, said employee shall be assigned on a regular and continuous basis in the higher paid position for at



least one (1) full pay period. An employee may be temporarily assigned to the work of any position in the same or lower class grade without change in pay, other than a demotion as a result of a layoff.

16.5: Promotion to Higher Paying Position. When an employee is promoted to a higher paying position within the bargaining unit, their salary rate shall be at the step which results in an increase.

That employee's new anniversary date for future step increases shall be the date they were promoted to the new classification.

ARTICLE XVII  
LONGEVITY

17.1: Longevity Pay. All regular full-time employees in the active serve of the Employer as of October 1 of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

17.2: Longevity Eligibility. To be eligible for longevity payment subsequent to the first (1st) payment, an employee must have completed continuous full-time or part-time service equal to the service required by original eligibility plus a minimum of one (1) additional year of such service for each payment.

17.3: Longevity Payments. Payments to employees who become eligible by October 1 of any year shall be due the subsequent November 1.

17.4: Longevity Pay Schedule. The following is the longevity pay schedule:

<u>Continuous Service</u>	<u>Longevity Pay</u>
5 years and less than 10 years	\$350
10 years and less than 15 years	\$400
15 years and less than 20 years	\$450
20 years and less than 25 years	\$500
25 or more years	\$550

17.5: Employees Not Eligible for Longevity Pay. Employees who are hired after January 1, 1990 shall not be eligible and shall not receive longevity.

ARTICLE XVIII  
MISCELLANEOUS

18.1: Continuing Education. Any officer who is required by the Sheriff or his/her designee to attend-any institute, conference, or other education program of law enforcement shall be provided

traveling expenses and all other necessary expenses to attend such institute, conference, or training session, subject to approval by the Board of Commissioners.

18.2: Mileage. All employees required to drive their own motor vehicle in the course of their employment with the Department shall be paid at the rate authorized by the Board of Commissioners. Mileage shall be figured monthly. Mileage shall always be figured on the basis of the shortest distance between the point of departure and destination.

18.3: Captions. The captions used in Sections of this Agreement are for purposes of identification only and are not a substantive part of this Agreement.

18.4: Gender. References to the masculine gender shall equally include the feminine gender, and vice versa.

18.5: Regular Part-Time Employee Benefits. Regular part-time employees covered by this Agreement shall earn and be granted sick leave and vacations at one-half (1/2) the rate of full-time employees. The Employer will pay the premium for single coverage under the Employer's hospitalization insurance program subject to Section 14.1 and will also provide five thousand dollars (\$5,000.00) term life insurance with accidental death and dismemberment. Regular part-time employees shall not be entitled to longevity. Regular part-time employees shall receive holiday pay only if they work on a holiday recognized by this Agreement. Regular part-time employees are not entitled to any other fringe benefits.

18.6: Separability. Should any part of any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a decree of a court of competent jurisdiction, each invalidation of such part or provision of this Agreement shall not invalidate any remaining part or portion hereof, and such remaining part or portion shall continue in full force and effect. The parties shall, upon request, negotiate any paragraph or provision of this Agreement declared invalid.

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

18.8: Supplemental Employment. Part-time supplemental employment is not encouraged, but is permitted under the following conditions:

- A. That the additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her duties, as determined by the Sheriff.
- B. The employee shall inform in writing the Sheriff of their supplement employment.

18.9: Use of Irregular Employees. The Employer reserves the right to continue to use irregular employees to perform bargaining unit work. Irregular employees are not covered under this Agreement and are defined in Article I, Section 1.2(c).

18.10: Reserves Performing Bargaining Unit Work. The Employer reserves the right to continue to use reserves to perform bargaining unit work such as guarding prisoners in hospitals, transporting prisoners, crowd control and like purposes, unless under the direct supervision of a certified police officer. Reserves shall not execute search warrants, stake outs, appear at crime scenes in an official capacity, or patrol the City of Baldwin, or other municipalities. Reserves shall have a different badge and patch on their uniforms. Reserves are not covered under this Agreement.

18.11: Promotions. Promotional opportunities for full-time employees will be posted in the classification of deputy. Employees desiring to compete for promotions shall advise the Sheriff in writing.

The Employer will establish a fixed testing period each year as determined by the Sheriff.

- A. Eligibility. Employees must be off probation and must not have been demoted within the last two (2) years prior to the test. Employees must have three (3) years of service or experience as a certified Michigan law enforcement officer to take the respective examinations. Each year of regular part-time service shall count toward the minimum service eligibility requirements.
- B. Tests. One test shall be given annually for promotion to a road patrol command position. Only full-time certified law enforcement officers shall be eligible to take the road patrol examination and, if required, only certified corrections officers shall be eligible to take the corrections examination.
- C. Test Weights. The promotional test shall consist of a written test and oral interview. Points for seniority shall be included in the final calculations. To proceed through the complete testing procedure, candidates must obtain a minimum score of seventy (70%) percent on the written examination. Points for seniority shall be credited for each full-time year of service with the Lake County Sheriffs Department. Each seniority percentage point shall represent five (5) full-time years of service.
- D. Weights. The final ranking of successful candidates shall be determined on the following basis:

Written tests	50%
Oral interview	45%
Seniority points	<u>5%</u>
TOTAL	100%

- E. Promotional Lists. A promotional list shall be established for road patrol and corrections. Employees shall be ranked by total score. The promotional lists shall remain effective until the next examination is given.
- F. Promotion. From the final ranked list, the Sheriff shall have the right to select from the top two (2) candidates. The candidate not selected shall hold top ranking on the list until a new test is conducted. The results of the final ranking will not be posted in the department. However, employees will be informed on an individual basis of their position on the final list. Employees may see their test results by seeking an appointment to do so from the Sheriff.
- G. Probation - Rank Seniority. Upon promotion, employees shall serve a six (6) month probationary period during which time the employer may return the individual to his/her former classification and pay without loss of seniority and without regard to the arbitration process. During the probationary period, the employee may also volunteer to return to his/her former position without loss of seniority.
- H. Rank Seniority. Seniority for purposes of layoff, reduction of work, recall and the exercise of benefits and working conditions specifically identified in the collective bargaining agreement as a command officer shall be predicated upon time in grade (rank).

18.12: Termination. This Agreement shall continue in full force and effect until December 31, 2011.

18.13: Opening Negotiations. The parties shall commence bargaining for a successor agreement at least one hundred eighty (180) days before the current contract expires provided the Union submits to the Employer its complete bargaining proposals four (4) weeks before the first bargaining session. At the first bargaining session, the Employer shall be prepared to give the Union the Employer's proposals.

E.  
POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

LAKE COUNTY BOARD OF  
COMMISSIONERS

Patrick J. Spidell  
Business Agent

E.  
LAKE COUNTY DEPUTY SHERIFFS  
ASSOCIATION

LAKE COUNTY SHERIFF

APPENDIX "A"

I. Wage Scales.

A. The following wage scale shall become effective as of the first pay period beginning on or after January 1, 2009.

Classification	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Road Deputy:						
Annual	\$27,538	\$29,405	\$32,885	\$36,194	\$37,955	\$40,077
Hourly	\$13.240	\$14.137	\$15.810	\$17.401	\$18.248	\$19.268

B. The following wage scale shall become effective as of the first pay period beginning on or after January 1, 2010.

Classification	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Road Deputy:						
Annual	\$28,228	\$30,140	\$33,707	\$37,099	\$38,905	\$41,079
Hourly	\$13.571	\$14.490	\$16.205	\$17.836	\$18.704	\$19.750

C. The following wage scale shall become effective as of the first pay period beginning on or after January 1, 2011.

Classification	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Road Deputy:						
Annual	\$28,933	\$30,893	\$34,549	\$38,026	\$39,877	\$42,107
Hourly	\$13.910	\$14.852	\$16.610	\$18.282	\$19.172	\$20.244

II. Effective the first full pay period beginning on or after January 1, 1987, marine offices who are certified deputies shall be paid according to the road deputy wage schedule.

III. The Board of Commissioners may, upon the request of the Sheriff, hire an employee to up to the two (2) year level.

IV. Retroactive pay increases shall only be provided to employees who are employed on the date of ratification by the parties.