

ORIGINAL FOR EXECUTION

AGREEMENT

between

**MASON COUNTY BOARD OF COMMISSIONERS
AND THE SHERIFF OF MASON COUNTY**

and

**TEAMSTERS STATE, COUNTY & MUNICIPAL WORKER
LOCAL 214**

Corrections/Clerical Employees

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AGREEMENT

THIS AGREEMENT, made and entered into this day of _____, and effective the day of _____ by and between the **MASON COUNTY BOARD OF COMMISSIONERS**, and the **SHERIFF OF MASON COUNTY**, hereinafter referred to as the “COUNTY” and the **TEAMSTERS, STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214**, , hereinafter referred to as the “UNION.”

WITNESSETH:

WHEREAS, the parties hereto recognize that an objective of this Agreement is to fairly compensate and benefit the Mason County Sheriff’s employees, all of who are recognized to be professional personnel, trained and dedicated to carry out a constitutional mandate crucial to the daily well being of every Mason County resident;

WHEREAS, the parties agree that the purpose and intent of this Agreement is to: (1) assure for the employees, as well as the parties hereto, a sound and mutually beneficial working and economical relationship, (2) provide an orderly and peaceful means of resolving any misunderstanding, and (3) set forth herein basic agreements concerning rates of pay, salary, hours and other working conditions;

WHEREAS, the parties recognize the principles and responsibilities involved in the area of civil rights and in this Agreement reaffirm their commitment not to discriminate because of race, creed, color, national origin, age, sex, number of dependents, handicap that is unrelated to the individual's ability to perform the duties of a particular job or position, height, or martial status and further, affirm their desire to adhere to fair work practices and good faith bargaining procedures.

IT IS HEREBY AGREED by and between the parties hereto as follows:

COUNTY RIGHTS

Section 1.0: No Discrimination. County agrees not to discriminate against any employee because of his or her membership in the Union.

Section 1.1: Rules and Regulations. The County reserves the right to establish reasonable rules, regulations, policies and procedures consistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, policies and procedures concern working conditions. If the Union believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement, a grievance may be filed within seven (7) days after the establishment or application of such rule, etc., and thereafter considered in accordance with the grievance procedure.

Section 1.2: No Strike. Parties hereto mutually agree and recognize that the services performed by the employee are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of the services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their work, or picket. Union further agrees

that there shall be no strike, sit-down, stoppages of work or any acts that interfere in any manner or to any degree with the services of the County and the Sheriff as long as this contract is in force.

RECOGNITION

Section 2.0: Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the County hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, for the employees employed by the Mason County Sheriff's Office and the following described unit.

All full-time Corrections Officers, Corrections Sergeants, Clerical, Court Officer and all those positions which, by their very nature, need not be law enforcement certified because the employee will not be enforcing the general laws of the State of Michigan.; BUT excluding those positions commonly referred to as the Sheriff, Undersheriff, Acting Chief Deputies, Executive Secretary, Cook, and part-time Marine Officers.

Section 2.1 a. Employees who do not fall within the definitions identified will not be assigned to work which is recognized as Bargaining Unit work unless in case of emergency or part time employees covered under Section 2.1b.

Section 2.1b Part Time Employees

For the life of this contract it is agreed that:

The employer may use part time Corrections Officers under the following conditions:

1. The total number of hours filled by part time Correction Officers shall not exceed 4,000 hours per year.
2. In the event of the lay off of any member of the bargaining unit the use of part time Corrections Officers shall be terminated.

Section 2.2: Extra Contract Agreement. The County agrees not to enter into any agreement with another labor organization with respect to the employees covered by this Agreement, nor any Agreement or contract with employees covered by the Agreement, individually or collectively, which conflicts with the express terms of this Agreement, during the term of this Agreement.

Section 2.3: New Classification. The Union reserves the right to negotiate the wages, hours, and conditions of employment of any new classifications that might be created within the bargaining unit. (Classifications as used herein refer to those positions of rank as set forth in Section 2.0 and such other new ranks as may be covered by the terms of this contract.)

REPRESENTATION

Section 3.0: Stewards. The County recognizes the right of the Union to designate a Steward and Alternate from the seniority list and unit described in this Agreement. Once the Steward and the Alternate are selected, their names will be submitted to the County and the Sheriff for their information.

Section 3.1: Duties of Steward. When requested by an employee, the Steward or Alternate may investigate any alleged or actual grievance and assist in its preparation; he may be allowed

reasonable time therefore during working hours without loss of time or pay, upon notification and prior approval of the immediate supervisor outside of the bargaining unit. When an employee presents his own grievance without intervention of the Steward or Alternate, the representative shall be given the opportunity to be present.

Section 3.2: Collective Bargaining Committee. The County agrees to recognize not more than four (4) non-probationary employees covered by this Agreement as a collective bargaining committee. The committee shall consist of one (1) Clerk, one (1) Sergeant, and two (2) Corrections Officers. Members of the collective bargaining committee shall act in a representative capacity for the purpose of collective bargaining negotiation with the County. The County agrees to compensate the collective bargaining committee for all reasonable lost time from his/her regular scheduled work at the regular rate of pay for time lost while meeting with the employer or negotiation caucuses with the Union.

Section 3.3: Names of Committeemen. The Union, in advance, shall furnish the County in writing with the names of its collective bargaining committee members. The County and the Union shall have the right to have outside representatives present if they are requested.

UNION SECURITY

Section 4.0: Agency Shop. As a condition of continued employment, all employees included in the Collective Bargaining Unit set forth in Section 2.0, thirty-one (31) days after the start of their employment with the County shall either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members, or pay to the Union a service fee equivalent to the periodic dues uniformly required of Union members

Section 4.1: Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within Collective Bargaining Unit without regard to whether or not the employee is a member of the Union.

Section 4.2: Check-off.

- (a) During the life of this Agreement the County agrees to deduct Union membership dues and initiation fees or the service fee equivalent from the pay of each employee who executes and files with the County a proper check-off authorization form supplied by the Union.
- (b) Dues and initiation fees will be authorized, levied and certified by the Secretary-Treasurer in accordance with the Constitution and By-laws of the Union. Each employee hereby authorizes the Union and the County without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action such amounts of the Union dues and/or initiation fees. The County agrees, during the period of this Agreement, to provide this check-off service without charge to the Union.

- (c) A properly executed copy of the written check-off authorization form for each employee for who dues, initiation and service fees are to be deducted hereunder shall be delivered to the County before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Union by the County. Should any employee, for any reason, fail to sign a dues or service fee authorization slip, the Union may request at its sole discretion, that said dues or service fee owed under said agreement be deduction by the County from the employee's pay check pursuant to state law, without such authorization slip being signed.
- (d) Deductions for dues, initiation and service fees for any calendar month shall be made from the first (1st) pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or initiation fees. In the event an employee is absent from work during the first (1st) pay period, such deductions shall be made from the first period of the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union not later than the fifteenth (15th) day of each month.
- (e) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws refunds to the employee will be made by the Union.
- (f) The Union shall notify the County in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.
- (g) The County shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Union agrees to hold the County harmless for any and all claims arising out of its agreement to deduct dues and initiation fees.

SPECIAL CONFERENCES

Section 5.0: Special Conference Procedure. The County and/or the Sheriff and the Union 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 and conferences pursuant to this Section shall be held at a time and a place mutually agreeable to the parties. Each party shall be represented by not more than three (3) persons.

Section 5.1 The Union may meet at a place designated by the County on the County's property for a period not to exceed one-half (1/2) hour immediately preceding a conference for which a written request has been made.

DISCIPLINARY ACTION

Section 6.0: Primary responsibility. Discipline is primarily the responsibility of the Sheriff but may be designated to other administrative personnel by the Sheriff.

Section 6.1: Charges and Specifications. The charges and specifications resulting in any disciplinary action shall be reduced to writing by the Sheriff or his designee, invoking the action, and copies shall be furnished to the Union and the employee against whom the charges are brought.

Section 6.2: Specific Section. Such charges and specifications brought against an employee shall be specific in the charge, or where applicable, shall cite the rule, regulation, policy, law or ordinance that is alleged to have been violated.

Section 6.3: Administrative Hearing Board. Whenever charges are brought against an employee of the Sheriff's Office, the Sheriff or his designee(s), along with other members of the administrative staff, will hold a hearing with the accused employee and his representative for the purpose of determining the validity of the charges. The charged employee shall answer the charges. (Only exceptions would fall under Garry Rule). The employee may waive his right to a hearing if discipline is a written warning or less severe.

Section 6.4: Right to reports. Upon his request, the Union field representative shall be given a copy of all reports, complaints or other information, filed by an employee, supervisor or any other officer, or department, or division head or any such complaint whatsoever, which are the basis for disciplinary action at the time the disciplinary action is initiated, if and when available.

Section 6.5: Representation. Any employee of the Sheriff's Office who stands accused of violation of the rules and/or regulations of the Sheriff's Office, or who is accused of violating a law of the State of Michigan or of the Federal Government or a local ordinance, may be represented at any hearing by a steward or a Union representative or a Union Attorney.

Section 6.6: Past Infractions. In imposing any discipline on a current charge, the County will not base its decision upon any prior infractions of the rules or regulations which occurred more than two (2) years previously.

Section 6.7: Past Violations of State or Federal Laws. Whenever an employee has been disciplined because of a conviction of law or ordinance, and the employee has not been discharged from the Sheriff's Office, a record of the action taken against the employee will be kept as a permanent record and can be used to base a disciplinary decision in the future regardless of the type of violation committed.

Section 6.8: Rendering Decision. The Administrative Hearing Board shall render its decision within forty-eight (48) hours after the close of the hearing, or forty-eight (48) hours after receipt of the written statement of the employee as provided for in Section 6.3. If after the Administrative Hearing Board has issued its decision, the employee wishes to proceed to the grievance procedure, a written grievance shall be filed within seven (7) calendar days from and after receiving the decision of the Administrative Hearing Board. If the grievance is not filed timely, the decision of the Administrative Hearing Board shall be final and not appealable.

Section 6.9: Settlement. If prior to filing a formal grievance, a settlement is reached by the Sheriff, the grieved employee and the Union, the settlement shall be reduced to writing and signed by the parties. Such settlement shall bind the parties to such agreement.

Section 6.10: Just Cause. All disciplinary action shall be for just cause. Probationary employees shall not be entitled to the benefits and procedures herein provided in case of disciplinary action.

Section 6.11: Progressive Discipline. The Union acknowledges that progressive discipline need not be utilized for major infractions or for violating state or Federal laws, or local ordinances. For the purpose of this section, “major infractions” shall be defined as the violation of any Office rule that carries a penalty of suspension or discharge for the first offense violation.

GRIEVANCE PROCEDURE

Section 7.0: Grievances. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement. A grievance may be initiated by any employee covered by the terms of this Agreement or by their representative. Grievances are limited to matters of interpretation or application of the express terms of this Agreement. The parties recognizing that an orderly grievance procedure is necessary agree that each step must be adhered to as set forth in this Agreement. All grievances must be filed within seven (7) working days after the occurrence of the circumstances giving rise to the grievance, or within seven (7) working days after an employee should have reasonably known of the grievance.

- (a) Any employee having a complaint in connection with his employment shall present it to the Employer with the following understanding: Before initiating a grievance, the employee and/or Steward must first discuss the matter orally with the Division Commander or his/her designee.

If not resolved in Step 1, the grievance shall be reduced to writing on regular grievance forms provided by the Union, signed by the employee and presented to the Sheriff or Undersheriff within five (5) working days of the Step 1 answer. The Sheriff or Undersheriff shall answer written grievance within five (5) working days of receipt of same.

- (b) Failing to resolve the issue in Step 2, the Union shall within ten (10) working days of the Sheriff’s or Undersheriff’s disposition, contact the County Administrator or designee to arrange a meeting between the Union, Sheriff, and the County to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts the Employer. If the parties in this Step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

Section 7.1: General Grievance Information.

- a. Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the County, the Union, and any and all unit employees involved in the particular grievance.

- b. If the time is not met by either party, then the grievance is settled in favor of the non-defaulting party.
- c. The grievance procedure shall stop at any point when the parties involved reach a satisfactory solution to the grievance or when the procedure outlined in "B" is appropriate. When a satisfactory solution is reached, the answer agreement shall be in writing and signed by all parties involved or a representative of the parties involved, with a copy to each of the following: Aggrieved Employee, Sheriff, Union and County Board.
- d. When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to his/her personnel record, the Steward and the employee will be promptly notified in writing of the action taken.
- e. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he/she may have received from any source during the period in questions.
- f. The County will grant a necessary and reasonable amount of time off during straight time working hours to the Steward who must necessarily be present for direct participation in grievance adjustments with management. Such Steward shall first receive permission from his/her immediate supervisor to leave his/her workstation. Such permission shall be granted within the shift in which the employee is scheduled and shall report back promptly when his/her part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after written warning, to disciplinary action.
- g. Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.
- h. Time limits in the steps may be shortened or extended by mutual agreement of the parties, in writing.
- i. The parties hereby agree that once an employee has elected to pursue a remedy by Federal Law, State Statute or County Ordinance for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing. Any decision rendered shall be binding on both parties and the employee. This shall not include Unfair Labor Practice Charges, or issues before the Michigan Employee Relations Commission.
- j. There shall be no reprisals of any kind by the Administration taken against a grievant, party of interest, or his Union Representative, or any of their participants in the procedure set forth herein by reason of such participation.

Section 7.2: Arbitration.

- A. In accordance with the procedure of the Michigan Employment Relations Commission, the Union may submit a demand for arbitration on all grievances specified above within thirty (30) calendar days after receipt of the County's answer, not including the date of receipt of the answer.
- B. Within five (5) calendar days after receipt of the list of arbitrators, the moving party shall proceed to strike one (1) name from the list and the other party shall strike one (1) name until only one such name remains (tri-party list) and that person whose name remains shall become the impartial arbitrator to be used in hearing the dispute.
- C. The impartial arbitrator shall be contacted directly by the parties and shall be requested to proceed as expeditiously as possible in hearing the case, following which he shall thereafter render his decision, in writing, within thirty (30) days from the close of the hearing.
- D. The arbitrator shall be empowered to rule only on a grievance, which involves an interpretation or application of this Agreement, or the rules and regulations of the Sheriff's Office, or the County of Mason. The arbitrator shall not subtract from, ignore, or change any of the provisions of this Agreement.
- E. Each party shall furnish to the arbitrator and to the other party whatever facts or materials the arbitrator may require to properly weigh the merits of the grievance.
- F. The decision of the arbitrator shall be binding upon the parties, unless any of the parties shall seek further redress by way of applicable State and/or Federal Law.
- G. Either party may, at its own expense, employ the services of a certified court reporter for the purpose of preserving the proceedings at the hearing.
- H. The County shall, upon request, make employees who are on duty available as witnesses. The Union Steward or his designated representative shall attend all arbitration hearings and shall be paid at his regular rate of pay by the County if he is scheduled to work.

Section 7.4: Settlement of Grievance prior to Arbitration.

- A. The grievance procedure shall stop at any point when the parties involved reach a satisfactory solution to the grievance or when the procedure outlined in Section 7.1, Step "B" is appropriate.
- B. The answer shall be in writing with one (1) copy to each of the following:
 - (1) Sheriff
 - (2) Aggrieved Employee
 - (3) Union
 - (4) County Board

This final answer shall be signed by all parties involved or a representative of the parties involved.

Section 7.5: Lost Time. The County agrees to pay for all reasonable time lost by an employee during his regular scheduled working hours while representing a grievance in attending the steps

of the grievance procedure, provided, however, the County reserves the right to impose discipline if the privilege is being abused. Lost time shall be compensated at the employee's straight time pay.

Section 7.6: No Reprisals. There shall be no reprisals of any kind by the Administration taken against a grievance, any party in interest, or his Union Representative, any member of the grievance committee, or any of their participants in the procedure set forth herein by reason of such participation.

Section 7.7: Fees of the Arbitrator. Full fees and expenses of the Arbitrator shall be borne equally by both parties.

SENIORITY

Section 8.0: Definition of Seniority. Departmental seniority shall be defined as the length of an employee's continuous service with the Mason County Sheriff's Office since the employee's last date of hire. Bargaining unit seniority shall be defined as the length of an employee's service as a member of the bargaining unit. Classification seniority shall be defined as the length of an employee's continuous service in his current classification commencing with his last date of hire in that classification. County seniority shall be defined as an employee's length of continuous service as a County of Mason employee. An employee's "last date of hire" shall be the most recent date upon which he/she first commenced work. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 8.1: Probationary Period. When a new employee is hired in the unit, he/she may be considered as a probationary employee for the first twelve (12) months. Trained, new employees with experience shall serve a probationary period of twelve (12) months from the date of hiring. The Union shall represent probationary employees for purposes including, but not limited to, rates of pay, wages, hours of employment, and grievances concerning interpretation of all aspects of this Agreement, except those related to discharge and discipline.

Section 8.2: Seniority Accrual. Notwithstanding the provisions herein relative to probationary employees, all employees shall accrue seniority from their date of last hire.

Section 8.3: Seniority List. The County shall maintain a roster of employees, arranged according to seniority, show name, position, class and seniority date, and shall furnish a copy to the Union the first month each year or as soon as practicable after the first year.

Section 8.4: Loss of Seniority. An employee shall lose his seniority if:

- A. He resigns or quits.
- B. He is discharged or terminated from work and it is not overturned under provisions of Section 6 or 7.
- C. He retires.
- D. He is convicted of a felony.
- E. He has been laid off for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is less.
- F. He is absent from work, including failure to return at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days

without notifying the County or its designee, except when the failure to notify into work is due to circumstances beyond the control of the employee.

Section 8.5-A: Reemployment Following Military Service. Employees who leave the employment of the Employer to perform service in the uniformed service in any branch of the Armed Forces of the United States, the National Guard or the Public Health Service shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such service and the scheduled date of departure shall be given to the Employer in writing as soon as the individual is notified of their acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes after a period of military service will be treated as if they had been on a leave of absence during the period of their military service, and will be provided seniority and all rights and benefits based on seniority that the employee would have retained had the employee remained continuously employed with the Employer. Disputes regarding reemployment rights are not subject to the grievance and arbitration provisions of this Agreement.

Section 8.5-B: Temporary Military Service Leave. An employee whose service with the Employer is interrupted by a period of military service anticipated to last 30 days or less or for the purpose of a fitness examination will be placed on an unpaid leave of absence. This unpaid leave of absence will automatically terminate at the end of 30 days. During the period of this temporary military service leave the employee may elect to utilize accrued paid vacation or other similar paid leave during the period of the military service in order to continue their civilian pay, but paid sick leave is not available during the period of the military service leave. An employee who was covered by the Employer's health care plan prior to entering military service may elect to continue coverage for themselves and their dependents during the period of the temporary military leave by making arrangements satisfactory to the Employer for the payment of the regular employee share for the health care plan, if any.

Section 8.6: All full time employees are required to establish a bona fide residence and their primary domicile in Mason County (or within twenty (20) miles of the boundary of Mason County) and to maintain this residence as a condition of continued employment. The 20 miles radius is measured in a straight line from the border of Mason County. New employees are required to comply with this residence requirement prior to the completion of their probationary period.

PROMOTIONS

Section 9.0: Promotional Procedure. Promotions within the Sheriff's Office shall be made by competitive examinations as follows: Fifty percent (50%) written examination; Twenty-five percent (25%) service records; Twenty percent (20%) oral; and Five percent (5%) seniority.

Section 9.1: Written Examination. Content of a written examination shall be determined by the Sheriff. The written examination shall be administered and corrected by the Sheriff.

Section 9.2: Oral Examination. The oral examination or interview will be conducted by the Sheriff.

Section 9.3: Qualifications. In order to qualify for a promotion, an individual must have demonstrated responsibility and leadership traits in performance of duties which he/she has been assigned, and shall have completed two (2) years of continuous service with the Mason County

Sheriff's Office, since the employee's last date of hire. This section to apply to all positions except those excluded under Article 2.0.

Section 9.4: Notice. All appointments, transfers, promotions and dismissals shall be reported to the County Board of Commissioners by the Sheriff, by and through the use of appropriate notations and personnel files.

Section 9.5: Review. Any employee who submits himself to the promotional procedure shall have the opportunity, upon request, to review his written examination, and his service record.

Section 9.6: No Discrimination. In the process of appointment, transfer, promotion and dismissal, the County agrees that no discrimination shall exist against any person because of sex, religion, race, color, or national origin.

Section 9.7: Temporary leave of absence. Any bargaining unit members who are promoted outside of the bargaining unit shall not be able to bump back into the unit after one (1) year in the new position.

HOURLY WAGES

Section 10.0: Wages. Wages will be paid to the employees of the Mason County Sheriff's Office as follows:

A. For all current employees and all new employees hired after the ratification date of this contract, the hourly wage scale for Clerical shall be as follows:

	<u>1/1/2008</u>	<u>1/1/2009</u>	<u>1/1/2010</u>	<u>1/1/2011</u>
Start	\$12.66	\$12.98	\$13.30	\$13.64
1 Year	13.01	13.33	13.67	14.01
2 Years	13.41	13.74	14.09	14.44
3 Years	14.11	14.46	14.83	15.20
4 Years	14.95	15.33	15.71	16.10

For all current employees and all new employees hired after the ratification date of this contract, the hourly wage scale for Corrections shall be as follows:

	<u>1/1/2008</u>	<u>1/1/2009</u>	<u>1/1/2010</u>	<u>1/1/2011</u>
Start	\$14.59	\$14.95	\$15.32	\$15.71
1 Year	15.64	16.03	16.43	16.84
2 Years	16.41	16.82	17.24	17.67
3 Years	17.02	17.44	17.88	18.32
4 Years	17.64	18.08	18.53	19.00
Corrections Sergeant	18.58	19.05	19.52	20.01

Section 10.1 Acting Sergeant. An employee in the position of Acting Sergeant, for a period longer than seven (7) consecutive working days will be paid at the top Sergeant rate for hours worked in that position after the seven (7) consecutive working day period is reached.

Section 10.2: Shift Differential. A shift differential of twenty-five cents (\$0.25) per hour shall be paid to employees for all hours worked from 5:30 p.m. to 5:30 a.m. Overtime shall not be computed on shift differential pay.

TRAINING

Section 11.0: Training. Any employee who desires to improve himself through education, such as adult evening classes, local schools or colleges, shall, with the approval of the Sheriff and the County Committee, be given a schedule to accommodate the schooling; any employee who attends any institute, conference, or other educational program for law enforcement officers shall be provided traveling expenses, mileage, and other necessary expenses to attend such institute, conference or training session, if approved by the Sheriff and the County Committee.

Section 11.1: Requiring Schooling. Any specialized schooling that may be required by the Sheriff, as part of necessary training will be paid for by the County. Also, employees attending these schools, seminars or training sessions will receive the cost of vehicle expense and wages not exceeding eight (8) hours per day. Such expenditures of money shall be first approved by the County Commission.

HOSPITAL AND MEDICAL INSURANCE EXTENDED INSURANCE BENEFITS

Section 12.0: County agrees to pay premium costs for the Community Blue Option 1 with \$500.00 preventative yearly medical benefits including contraceptives with \$10.00 generic/20.00 brand prescription rider for the employee and his dependents as defined by the terms of the insurance policy contract, a copy of which is attached hereto and made a part hereof by reference in 2004. In 2004, the county established a cap on future increases in the premium that the county will pay for any increased cost. The starting base cap will be the following 2004 premiums for the current Traditional with Master Med Option 3 with the \$2.00 drug card:

1-Person	\$383.20
2-Person	\$844.07
Family	\$992.33
FC Rider	\$191.52

In 2008, 2009, 2010, and 2011, the 2007 cap base will be increased by the greater of 10% or one half of the overall percentage increase in the county's health insurance premium as provided by Blue Cross/Blue Shield. (For example, if the overall percentage increase is 5% the cap will be increased by 10%, if the overall percentage increase is 15% the cap will be increased by 10% and if the overall percentage increase is 25% the cap will be increased by 12.5%). If the actual premium cost of the Community Blue Option 1 with \$500.00 preventative yearly is less than the county cap then the employee will only be responsible to pay for their co-pay required under Section 12.1. If the actual premium cost of the Community Blue Option 1 with \$500.00 preventative yearly is more than the county cap then the employee will be responsible to pay for their co-pay required under Section 12.1 plus the amount of the premium over the cap. The County and the Union agrees to meet to discuss a change in the health insurance coverage that will keep the actual premium cost below the county cap. In the event of death of an employee resulting from the performance of his regularly assigned duties, County shall pay premium costs

benefits for his surviving dependents as provided by policies existing at the time of the employee's death for a period of time not to exceed three (3) years or until the surviving spouse remarries.

Section 12.1: Hospitalization for Retirees. If the employee has ten (10) years or more service with the County and retires at age sixty (60) or if an employee has fifteen (15) or more years of service with the county and retires at age fifty-five (55), the County will pay its percentage of hospitalization coverage for the employee and covered spouse from such retirement date to age sixty-five (65) and its percentage of the Medicare/Medicaid supplement for the employee and covered spouse from age sixty-five (65) to age seventy (70). Employees retiring after January 1, 2007 shall retire with the insurance plan in place and their co-pay under this section and under the cap provisions in Section 12.0 at the time of their retirement. However, should a retired employee have the availability and provided hospitalization plan by a subsequent employer, or if such retired employee shall have the availability and provided hospitalization plan by his or her spouse's employer, this coverage shall not be effective. The retired employee shall sign a certification form, provided by the County, every six (6) months regarding the availability of another health plan.

Employees shall have the following co-pay on the health insurance premium:

<u>Years of Seniority</u>	<u>Co-Pay</u>
1-10	10.0%
11	9.5%
12	9.0%
13	8.5%
14	8.0%
15	7.5%
16	7.0%
17	6.5%
18	6.0%
19	5.5%
20 and above	5.0%

The co-pay on the health insurance premium shall be paid through payroll deductions and all employees shall be required to sign the appropriate payroll deduction authorization forms.

Any active unit member who is eligible, but chooses not to participate in the medical/hospitalization insurance package, who shows proof of insurance from another source, and who signs a waiver from the Employer, shall receive a Two Thousand Dollar (\$2,000.00) annual contribution, pro rata, to the County's qualified deferred compensation plan or directly to the employee as taxable compensation. An employee who subsequently loses medical/hospitalization coverage from another source shall have the right to obtain medical/hospitalization coverage from the Employer as provided in this Agreement at the earliest date possible after written notice to the Personnel Director. Said employee shall be entitled to a pro rata contribution to the County's qualified deferred compensation plan to date the employee becomes covered by the Employers medical/hospitalization plan.

An employee may waive health insurance only if he/she has health insurance coverage from another source and signs a waiver from the Employer.

Section 12.2: Whenever an employee is on approved leave of absence because of illness and has exhausted his accumulated sick leave, County shall continue to pay the full costs of medical and hospital insurance and basic life insurance as may be provided by County, for a period not to exceed six (6) months following termination of sick leave pay, provided, however, that the employee shall have accumulated one continuous year of County service.

Section 12.3: Life Insurance. County agrees to provide a Twenty-Five Thousand Dollars (\$25,000.00) term life, accidental death and dismemberment insurance policy to each employee covered by this Agreement fully paid for. This policy will be canceled upon termination of employment with the County.

Section 12.4: Optical/Dental/Hearing/Prescriptions not covered by Insurance Plan. The County agrees to reimburse each employee a maximum total amount of \$1,200.00 for medical expenses for the employee and his/her dependents for optical, dental, hearing or prescriptions not covered by Insurance on a calendar year basis with any unused portion carried for one (1) year.

Section 12.5: Liability Insurance. Since December 31, 1982, the County has been self-insured for liability as a member of the Michigan Municipal Risk Management Authority, which is a self-insured association organized under the laws of the State of Michigan to provide self-insurance protection against loss to Michigan Cities, Counties, Townships and special purpose governments. As County Employees and members of the Sheriff's Office are insured of liability under the terms of the County's membership in the above mentioned Authority. For employees who leave the service of the County, such coverage remains in effect for any actions that occurred during the period of employment. The County will maintain liability coverage on a continuous basis.

HOURS AND RATES OF PAY

Section 13.0: Workweek. A regular workweek for full-time members of the Mason County Sheriff's Office shall be eight (8) hours in a twenty-four (24) hour period. A regular workweek for the full-time members of the Office shall be defined as a work period of forty (40) hours per week average over a period of twenty-four (24) weeks. Employees, when a 4-3 schedule is in effect, shall work not to exceed ten (10) hours without overtime.

For the life of this contract, the Sheriff agrees to adopt a 12-hour work schedule as the primary schedule, although it may be necessary to schedule some employees on an eight (8) hour schedule. Details of the compensation for the 12-hour schedule are contained in appendix "A".

Section 13.1: Overtime. All hours worked over and above the regularly scheduled workday (8 hours) of an employee shall constitute overtime. Overtime shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay. The employee's regular hourly rate of pay is determined by dividing his salary by two thousand eighty (2,080) hours.

Section 13.2: Shift Assignments

A. The Sheriff shall have ultimate control of shift assignments.

The work schedule shall be posted thirty (30) days in advance. The schedule may be adjusted within ten days (10) days of the work date for extended sick leave or absence due to on the job injuries. In the event of such change, the least senior employee shall be affected. Extended sick leave shall mean in excess of five (5) days.

Shift assignments will be made on a six (6) month basis. Shifts bid will run from October 1st through April 1st.

Employees shall bid on shift assignments at least (2) two months prior to the start of the bid. Determination of shift assignments shall be based on the employee's preferences according to his/her seniority. Those eligible must have completed at least one year of service.

Sergeants will bid shifts by seniority but must stay within the same crew.

B. The Sheriff or his designee may deviate from the bidding process with 30 days notice to provide for: extended training, extended sick time, extended vacations, to address issues of hostile work environment and for disciplinary measures.

The shift schedule may be changed at anytime by mutual agreement of the affected corrections officers and the Sheriff or his designee.

C. Any Correction officer's regularly scheduled day off shall not be changed for the sole purpose of avoiding payment of overtime.

D. A Correction officer claiming overtime pay under two (2) or more provisions of this Agreement shall receive the benefit of the single alternative resulting in the greater benefits.

E. Emergency overtime work may be performed by any available qualified Correction officer.

F. All overtime shall be paid not later than the pay period following the period in which it was earned, in accordance with established County payroll procedures.

Section 13.3: Compensatory Time. At the request of an employee who is eligible for overtime, the Sheriff may, at his option, in lieu of cash payment for overtime, allow time off equal to the amount of pay due such employee (including the overtime pay). Such time shall be taken at a time mutually agreed upon. An employee may bank compensatory time to a maximum of forty (40) hours.

Section 13.4: Scheduling. No employee shall be laid off nor shall an employee be scheduled off or have their regularly scheduled day off changed for the sole purpose of avoiding overtime payment. Whenever possible, the Sheriff shall assign overtime work to those employees whose

normal duties would include the duties for which overtime is to be worked and paid. The Sheriff or his designated representative shall keep an overtime roster and overtime will be divided as equally as possible among the available employees considering the nature of work assignment and the expertise needed to deal with the assignment. Such roster will include overtime worked as well as overtime work offered and refused. An employee on vacation will not be charged with overtime refusal while on vacation or on his off days immediately preceding or following such vacation.

Section 13.5: Court Time. Employees subpoenaed or directed by the Sheriff or his designee into Court, including Probate Court and official hearings, during off-duty hours shall receive a minimum of four (4) hour pay or time and one-half (1-1/2), whichever is greater. The Union agrees that employees shall not accept or receive any other compensation or witness fees for time and expense connected with appearing in Court, or transporting persons in their custody in connection with Court ordered activities. In the event an employee receives witness fees as to a civil or criminal trial, the same shall be paid over to the Employer. In the absence of payment of such witness fee to the Employer, the employee shall not receive wages for on-duty time relative to such witness pay.

Section 13.6: Call-In Pay. All employees covered by this Agreement who were called into duty for work, in addition to their regular daily shift, shall receive a minimum of four (4) hours pay or time and one-half (1-1/2), whichever is greater provided the call-in does not overlay his regular shift.

HOLIDAYS

Section 14.0: Holidays. All full-time employees shall receive eight (8) hours pay at their straight time regular rate of pay, exclusive of all premiums, for each of the following recognized holidays irrespective of whether they perform any work on the holiday involved, provided they are otherwise eligible. Holidays will be observed on the traditional calendar days, as follows:

New Year's Day, January 1
Martin Luther King Day
President's Day
Easter Day
Memorial Day, Observed
Independence Day, July 4
Labor Day, first Monday in September
Veteran's Day, November 11
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day, December 24
Christmas Day, December 25
One (1) Personal Day

Section 14.1: Worked Holidays. If an employee is required to work on any holiday, then such employee shall be paid one and one-half (1-1/2) times his regular rate of pay in addition to holiday pay in Section 14.0, excluding the one personal day.

Section 14.2: Pay. All payments shall be due and payable on the first regular pay day after December 1st of each year, and shall include the Christmas Day holiday. If not employed December 25, employee agrees to return Christmas Pay.

Section 14.3: Not Scheduled to Work. An employee not scheduled to work on a holiday shall, if called in, be paid double time for all hours in addition to the holiday pay for the holiday worked.

LONGEVITY

Section 15.0: Longevity Pay. All regular full-time and regularly scheduled part-time employees in the active service of the Employer shall receive in addition to his hourly wage and benefits the following longevity compensation plan:

<u>Years</u>	<u>Compensation</u>
5	\$ 150
6	200
7	300
8	400
9	500
10	600
11	700
12	800
13	900
14	1,000
15	1,100
16	1,200
17	1,300
18	1,400
19	1,500
20	1,600
21	1,700
22	1,800
23	1,900
24	2,000

Payments shall be due and payable on the first regular payday after November 1 of the year the employee becomes entitled to same.

VACATION

Section 16.0: If a holiday falls during an employee's scheduled vacation, the employee shall be allowed one (1) more vacation day.

Section 16.1: Separation from Employment. Any employee eligible for use of annual vacation leave who is separated from service for any reason shall be compensated for all unused annual vacation leave days at the time of his separation, or as soon thereafter as may be practical in accordance with the established County payroll procedure

Section 16.2: Annual Vacation Leave. All full-time employees shall earn annual vacation leave with pay computed at straight time rates based on the following schedule:

- A. After one (1) year of service, two (2) weeks, based on a forty (40) hour week.
- B. After four (4) years of service, three (3) weeks, based on a forty (40) hour week.
- C. After ten (10) years of service, four (4) weeks, based on a forty (40) hour week.
- D. Vacation leave may be taken in increments of one (1) day with seven (7) days prior advance notice, subject to the approval of the Sheriff or his designee.

SICK LEAVE

Section 17.0: Accumulation. Sick Leave shall accumulate at the rate of one (1) day per month of service to be allocated or given on the following basis:

- A. After one (1) year of service, twelve (12) days.
- B. After two (2) years of service, twenty-four (24) days.
- C. After three (3) years of service, thirty-six (36) days.
- D. After four (4) years of service, forty-eight (48) days.
- E. After five (5) years of service, sixty (60) days.
- F. After six (6) years of service, seventy-two (72) days.
- G. After seven (7) years of service, eighty-four (84) days.
- H. After eight (8) years of service, ninety-six (96) days.
- I. After nine (9) years of service, one hundred eight (108) days.
- J. After ten (10) years of service, one hundred twenty (120) days.

Section 17.1: General Policy. All departmental personnel are supplied with twelve (12) sick days per year. Sick days are to be used in case of illness or to attend the funeral of all current immediate in-laws and will not be supplied for the employee to use as personal days or extra vacation days, nor are they supplied for a supplement for added pass days.

Section 17.2: Procedure for Asking For a Sick Day.

- A. It shall be assumed that in most illnesses the employee shall know some hours in advance that he is not feeling well and is unable to be fit for duty.
 - 1. The employee shall telephone this Office to report his absence as far in advance of his work shift as possible.
 - 2. The employee shall report his absence to the prior shift Supervisor.
 - a. If shift Supervisor is unavailable at the time of the phone call, the Supervisor shall return the call to the employee as soon as possible.

Section 17.3: False Claims. Any employee asking for sick day pay, when taking a day off when not sick, will be refused wages.

Section 17.4: Verification.

- A. The Sheriff or his designee may require proof of medical treatment after three (3) consecutive sick days when he/she deems it appropriate.
- B. The Sheriff or his designee reserves the right to have an employee examined by a Doctor employed by this Office with the cost being paid by the Employer.

Section 17.5: Payment for Sick Days. All employees who separate from the County after four (4) years of continuous service, or retirement, or death, shall receive payment at their regular hourly rate of pay at the time of separation or retirement or death of one-half (1/2) of all accumulated sick leave, unless the separation is a result of disciplinary action. Each Employee shall designate, in writing, the recipient of sick pay payment in the case of the death of the employee. The failure of an employee to designate, in writing, the recipient of sick pay payments shall constitute a forfeiture of such payment.

BEREAVEMENT LEAVE

Section 18.0: Death in the Immediate Family. In the event of a death in the immediate family of an employee or the employee's spouse, the employee shall be entitled to three (3) paid bereavement leave days at his regular rate of compensation in each instance, except that if it is necessary to attend a funeral more than three hundred (300) miles from the employee's place of residence, such paid bereavement leave shall not exceed five (5) days. The immediate family, for purposes of this section, shall be defined as husband, wife, parents, grandparents, grandchildren, children (natural or adopted), brothers and sisters. Additional paid bereavement leave days at regular rate of compensation may be granted at the County's expense upon the discretion of the Sheriff.

UNION BUSINESS LEAVE

Section 19.0: State and National Union Conventions. Employees who are elected to attend state and national Union conventions shall be allowed time off without loss of pay to attend such conventions in accordance with the requirement of the Union Constitution and convention, provided, however, that such time off shall not exceed seven (7) days in any one (1) calendar year, at any one (1) particular time, such employees do not number more than one (1).

Section 19.1: National Conferences. Employees who are elected to represent their local Union in special, state or national conferences shall be allowed time without loss of pay to attend such conferences, not to exceed five (5) days in any fiscal year, upon written request by the Union, and with prior approval of the Sheriff or his designee, further provided that such employees number no more than one (1) at any given time.

Section 19.2 Jury Duty. Employees shall be granted leave of absence with pay when they are required to report for jury duty or as a witness subpoenaed to appear in a local, State, or Federal Court, or when required either by the Employer or any other public agency to appear before a court or such agency on such matters related to the lawful performance of their duties in their work and in which they are personally involved as a result of the faithful performance of their duties.

- i. Seniority will continue to accrue to the employee.
- ii. Such employees shall be paid their regular wages for time necessarily spent on such matters after turning over the fees to the Employer.

LAYOFF AND RECALL

Section 20.0: Definition. Layoff shall mean a separation of employees from active work force due to lack of work or funds.

Section 20.1: Order of Layoff.

- A. No permanent or probationary employee shall be laid off from his position with the Sheriff's Office while any temporary, part-time or provisional employees are serving in the same position, class or department.
- B. Except as provided below, layoff and probationary or permanent employees in the Office shall be inverse order of seniority.

Section 20.2: Procedure.

- A. If a layoff occurs, in any event, the lowest person in point of seniority in the bargaining unit shall be let out first, in the classification affected.
- B. Except as provided below, layoff and probationary or permanent employees in the Office shall be in inverse order of seniority.

Section 20.3: Demotion in Lieu of Layoff. An employee, subject to layoff, who so requests within twenty-four (24) hours after receipt of notice of layoff, shall, in lieu of layoff, be demoted to a lower position in the Office if he has greater length of total service in the bargaining unit than another employee in that lower position class. Demotion shall be through those classes in which the employee has the ability to perform the work, providing that an employee serving a probationary period shall not displace a permanent employee in a class in which he is not able to perform. Demotion in lieu of layoff shall be at the discretion of the Sheriff. Any disputes shall be subject to the grievance procedure.

Section 20.4: Auxiliary Police and Cadets. The Sheriff may make use of auxiliary police and cadets in his discretion, provided, however that such use shall not be for the purpose of avoiding overtime or for the purpose of replacing regular full-time employees.

UNIFORMS

Section 21.0: Uniforms. Upon entry into County services, parties hereto agree that the County shall issue each new matron, corrections officers and clerk, and to each current matron, corrections officers and clerk, unless heretofore provided, the following uniform clothing and equipment items, to be returned to the County upon termination of services:

- A. Uncertified Positions
 - 1 Summer Style Hat with badge
 - 3 Uniform Trousers
 - 4 Short or Long Sleeve (summer) Shirts (mix and match)
 - 2 Sweaters
 - 1 Winter Jacket

- 1 Lightweight Jacket
- 2 Name plates
- 2 Badges
- 1 Set Handcuffs
- 1 Set Collar Brass
- 1 Service Pistol
- 1 Pepper Spray
- 1 Complete Set Leather
- 1 Pair shoes or boots

The Sheriff shall have the right to determine the style of clothing and time of wearing, under standards and regulations he shall adopt. (The intent of this provision is to allow certain latitude in that new employees will be furnished initially seasonal clothing for the time of hire, while off-season issue is to be furnished at the time of change-over to off-seasons uniforms).

Section 21.1: Replacement, Maintenance and Reimbursement Fund. An annual uniform purchase, replacement, maintenance and reimbursement fund shall be budgeted and allocated by the County to the Office. This amount shall be used for the purpose of uniform replacements and uniform maintenance, in accordance with the standards and regulations established by the Sheriff. All uniforms so purchased, maintained and/or replaced shall remain the property of the County and shall be returned to the County upon termination of service by each employee.

Section 21.2: Cleaning Allowance. Arrangements acceptable to the County for the cleaning of uniforms, including plain-clothes employees' clothing, shall be made and supervised by the Sheriff or his designated representative. The cost of cleaning shall not exceed eight dollars (\$8.00) per week per employee. The winter overcoat shall be properly cleaned and moth controlled each year in addition to the above cleaning allowance.

Section 21.3: Replacement Items. Articles of personal apparel damaged or destroyed during the course of an employee's assigned performance of duty, or in the performance of their duty as determined by the Sheriff, shall be repaired or replaced at the expense of the County.

Section 21.4: Any clothing expenditure in excess of Two Hundred Dollars (\$200.00) per employee shall be first submitted to the Personnel Committee of the County Board for their approval.

PENSION PLAN

Section 22.0: Pension Plan. Employees shall be covered by the Municipal Employees Retirement System, benefit plan B-3, F-55 (15 years), E-1, E-2, FAC-3.

MAINTENANCE OF STANDARDS

Section 23.0: The County, Sheriff and Union agree that all conditions of employment not otherwise provided for herein shall remain in effect.

VALIDITY

Section 24.0: In the event that any Section of this contract shall be declared invalid or illegal, such declaration shall in no way affect the validity or legality of the other provisions.

CAPTIONS

Section 25.0: The captions or sub-headings used in this Agreement are for the purpose of identification only and are not a substantial part of this Agreement.

GENDER

Section 26.0: When reference is made to the male gender, it shall be considered to include the female gender as well.

SAFETY

Section 27.0: The Sheriff and the County shall have the responsibility to maintain all equipment in a safe operating condition when furnished by the County for use by the employees in the performance of their assigned duties, except employees shall maintain in a safe use and operating condition all uniforms, clothing and other equipment issued to them by the Sheriff upon entry into the County's service.

Section 27.1: When the employee shall find the equipment furnished by the County as unsafe for use in the performance of his assigned duties, the employee shall be required to immediately report the condition to his immediate supervisor or superior; and if the condition is not satisfactorily resolved, the employee may have recourse through grievance procedures provided herein.

UNION BULLETIN BOARD

Section 28.0: The County agrees to furnish the Union adequate bulletin boards in such a number of locations as shall be mutually agreeable to the Employer and the Union; the board shall be used solely for notices and bulletins pertaining to the following:

- A. Union meetings
- B. Union elections
- C. Union Reports
- D. International Union rulings or policies
- E. Union recreational or social events

Notices and announcements shall not contain anything of political or partisan nature.

OTHER EMPLOYMENT

Section 29.0: Employees who engage in other employment shall, prior to commencement of such employment, make application to the Sheriff for administrative approval. Such employment shall not be permitted if it shall be in conflict with the employee's duties as an employee of the Mason County Sheriff's Office.

FAMILY AND MEDICAL LEAVE POLICY

Section 30.0: I. An employee who has worked for the County at least twelve (12) months (and worked at least 1,250 hours in that period) may apply for a leave of absence pursuant to the Family and Medical Leave Act (FMLA) for the following reasons:

- (a) To care for a newborn son or daughter;
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care;
- (c) In order to care for the spouse, son, daughter, or parent of an employee who has a serious health condition; or
- (d) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

Any eligible employee will be granted up to twelve (12) unpaid work weeks of leave during a 12 month period for leaves granted under FMLA. However, this shall not prohibit the employee from receiving disability insurance for which the employee qualified.

- II. Employees anticipating the need for a leave pursuant to the FMLA are required to provide at least thirty (30) days' advance written notice of the need for the leave. If it is not possible to provide thirty (30) days' advance notice, the employee should provide as much advance notice as practical under the circumstances.
- III. In any case in which the necessity for the leave is foreseeable based upon planned medical treatment, employees are required to make a reasonable effort to schedule the treatment so as to not unduly disrupt the operations of the employer.
- IV. Employees requesting a medical leave for a serious health condition under paragraphs (c) and (d) above, including intermittent or reduced schedule leave, must provide certification of the serious health condition of the employee or eligible family member which includes the following:
 - (a) The date on which the serious health condition began;
 - (b) The probable duration of the condition;
 - (c) Appropriate medical facts regarding the condition.

Such certification shall be on the form approved by the U.S. Department of Labor.

If the employer questions the need for the leave or the adequacy of the medical certification, it shall have the right to obtain a second opinion, at the employer's expense. If the two health care providers opinions differ, a third opinion from a health care provider may be requested by the employer mutually agreed upon by the employer and the employee, which opinion shall be paid for by the employer and will be final and binding on the parties.

- V. Where two (2) spouses work for the employer, they will be allowed a total of twelve (12) weeks between them to take a family leave to care for a son, daughter or parent.
- VI. There shall be no loss of seniority or accrued benefits during the period of a family leave. Health insurance benefits shall be maintained during the family leave at the same level and conditions as if the employee has continued to work. Employees will be asked to include any accrued paid time off as part of the twelve (12) week period granted for any of the reasons set forth in item 1 (a), (b), (c) and/or (d) above.
- VII. Employees on family leave for twelve (12) weeks or less shall be returned to work to the position they held prior to taking the leave.
- VIII. An employee on family leave who desires to return to work must notify their Department Head at least three (3) working days prior to the return date.
- IX. If an employee fails to return to work at the conclusion of a family leave, he or she shall be treated as a voluntary quit.
- X. An employee who has been absent for medical reasons must obtain a return to work release from his or her physician which must certify the employee is fit for duty without restriction or specify the type, nature and duration of any work restriction, if applicable.
- XI. An employee seeking to return to work with medical restrictions shall be returned to work in line with his or her seniority to an available position, if any, which the restricted employee is capable and qualified to perform. If an employee cannot be placed in a suitable position, the employee will be placed on continued leave status until an appropriate accommodation can be made up to a maximum of twelve (12) months.
- XII. FMLA benefits are in addition to other leave of absence benefits provided by any collective bargaining agreement.

DURATION

This Agreement shall be effective retroactive to January 1, 2008 and shall remain in force through the 31st day of December 2011. It shall automatically be renewed from year to year thereafter unless either party notifies the other in writing ninety (90) days prior to the anniversary date that he or it desires to modify this Agreement.

WITNESS OUR HANDS THIS _____ DAY OF _____, _____
_____.

**FOR THE COUNTY
BOARD OF COMMISSIONERS:**

FOR THE UNION:

Chairman Thomas M. Posma

Robert V. Donick, Business Representative

Randy Cogle, Union Steward

FOR THE SHERIFF OF MASON COUNTY:

Sheriff Laude Hartrum

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