

COLLECTIVE BARGAINING AGREEMENT

Between the

**COUNTY OF OTTAWA AND THE SHERIFF OF
OTTAWA COUNTY
(Employer)**

And the

**POLICE OFFICERS LABOR COUNCIL
(Union)**

312 Eligible

EFFECTIVE THROUGH DECEMBER 31, 2011

TABLE OF CONTENTS

	Page
PREAMBLE	5
ARTICLE 1. RECOGNITION	5
ARTICLE 2. EMPLOYER RIGHTS	5
ARTICLE 3. UNION REPRESENTATION	6
ARTICLE 4. UNION SECURITY AND CHECK-OFF	7
ARTICLE 5. HOURS OF WORK AND OVERTIME	8
ARTICLE 6. SENIORITY	10
Section 1. Seniority	10
Section 2. Probationary Employees	10
Section 3. Seniority List	11
Section 4. Loss of Seniority	11
Section 5. Layoff and Recall	12
Section 6. Failure to Return on Recall	12
Section 7. Bumping	12
Section 8.	12
Section 9. Worker's Compensation	13
ARTICLE 7. LEAVES OF ABSENCE	13
Section 1. Sick Pay	13
A. Personnel Illness of Employee	14
B. Family Illness	15
C. Bereavement Time	15
D. Special Circumstances	15
E. Payment on Termination	16
F. General Provisions Applying to All Paid Leaves	16
Section 2. Jury Leave	16
Section 3. Unpaid Leave	17
A. Military Leave	17
B. Family Medical Leave	17
C. Other Unpaid Leaves	20
Section 4. Miscellaneous Leave of Absence Provisions	20
Section 5. Humanitarian Clause	22

ARTICLE 8. VACATIONS	22
Section 1. Vacation Schedule and Eligibility	22
Section 2. Vacation Scheduling	23
Section 3. Vacation Year Defined	23
Section 4. Miscellaneous Vacation Provisions	23
ARTICLE 9. HOLIDAYS	24
Section 1. Holidays	24
Section 2. Holiday Pay	24
Section 3. Eligibility for Holiday Pay	25
Section 4. Extended Shift	25
ARTICLE 10. CLOTHING ALLOWANCE	25
ARTICLE 11. WITNESS/SUBPOENA FEES	26
ARTICLE 12. PAY PERIODS	27
ARTICLE 13. INSURANCE	27
Section 1. Benefits (Hospital/Medical Insurance)	27
Section 2. Life Insurance	28
Section 3. Insurance Carriers	28
Section 4. Short-Term Disability Plan	29
Section 5. Long-Term Disability Plan	29
Section 6. Retiree Health Insurance	29
ARTICLE 14. WAGES	29
ARTICLE 15. RETIREMENT	30
ARTICLE 16. STRIKES AND ILLEGAL ACTIVITY	31
ARTICLE 17. AMENDMENTS	31
ARTICLE 18. DISCHARGE AND DISCIPLINE	31
ARTICLE 19. GRIEVANCE PROCEDURE	32
Section 1. Grievance Defined	32
Section 2. Grievance Procedure	32
Section 3. Day	34
Section 4. Timeliness	34

Section 5.	Individual Grievances	35
Section 6.	Expedited Grievances	35
Section 7.	Suspension Pending Investigation	35
Section 8.	Consolidated and Policy Grievances	35
ARTICLE 20. SPECIAL MEETINGS		35
ARTICLE 21. PROMOTIONAL PROCEDURES		36
Section 1.	Vacancy or New Position	36
Section 2.	Temporary Filling of Vacancy or New Position	36
Section 3.	Probation Following Promotion	36
ARTICLE 22. MISCELLANEOUS PROVISIONS		36
ARTICLE 23. CONDITIONS OF EMPLOYMENT		37
Section 1.	First Aid Training	37
Section 2.	Firearms Qualifications	37
Section 3.	Residency	37
ARTICLE 24. LONGEVITY		38
ARTICLE 25. DEFERRED COMPENSATION		38
ARTICLE 26. DURATION		39/40
APPENDIX A SALARY SCHEDULE		41
APPENDIX B INSURANCE		42
APPENDIX C INSURANCE RATES		43/45

PREAMBLE

THIS AGREEMENT, by and between the COUNTY OF OTTAWA and the SHERIFF OF OTTAWA COUNTY, (for purposes of convenience sometimes hereinafter called the "Employer"), and the POLICE OFFICERS LABOR COUNCIL (for purposes of convenience sometimes hereinafter called the "Union"), shall take effect January 1, 2011, for employees in all classifications. The Employer and the Union agree as follows:

ARTICLE I

RECOGNITION

Section 1. The Employer hereby recognizes the Union as the exclusive bargaining representative of all employees, in the bargaining unit, as defined in Section 2 of this Article, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Section 2. The bargaining unit consists of all regular full-time command officers (having the classification and rank of Sergeant through Lieutenant) employed by the Employer in the Ottawa County Sheriff's Department which classifications are eligible for binding arbitration under Act 312, P.A. 1969; but excluding the Sheriff, the Undersheriff, the Executive Officer, Jail Sergeants and Jail Lieutenants, supervisors, reserves, temporary or casual employees, part-time employees, the Captain(s) and all other employees.

ARTICLE 2

EMPLOYER RIGHTS

Section 1. Except as expressly and specifically restricted by the terms of this Agreement, the customary and usual rights, powers, functions, and authority of management are vested in the Employer. These rights include, but are not limited to, those provided by statute or law along with the right to hire, direct, promote, transfer, assign, retain employees in positions within the Department, and to lay off and recall employees. Further, to suspend, demote, discharge (including failure to reappoint) for just cause, or take other disciplinary action, and to maintain the efficient administration of the Employer. It is also agreed that the Employer retains the right to determine the methods and means by which the business of the Employer shall be conducted, to determine the size of the work force and the personnel and employees required, and otherwise to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof.

Section 2. The Employer retains the right to subcontract work or secure auxiliary services to perform work normally performed by members of the Union if and when, in the Employer's judgment, such subcontracting and/or auxiliary services are reasonably necessary or advisable. The Employer will not, however, except in unusual or emergency situations, subcontract work normally performed by members of the Union while there are members who are laid off but eligible for recall, who are available for all the required work, and who are qualified to perform it.

Section 3. The Employer also retains the right to adopt and enforce rules and/or regulations relating to personnel policies, codes of conduct, procedures, and working conditions not inconsistent with the express terms of this Agreement. The propriety of any penalty assessed for a charged violation of such rules and/or regulations may be processed through the Grievance Procedure.

Section 4. The Employer retains the right to establish, change, combine, or discontinue job classifications, and to prescribe and assign job duties and job content within a classification. Further, to manage, direct and control the operations and activities of the Department; to determine the composition and number of facilities and their location; to determine the services to be furnished and operations to be performed; including the methods, procedures, means and equipment required; to discontinue, combine or reorganize services or operations within the Department; and to otherwise carry out ordinary or customary functions of management (except as expressly and specifically restricted by the terms of this Agreement).

ARTICLE 3

UNION REPRESENTATION

Section 1. The Employer agrees to recognize not more than three (3) individuals designed as the Union's "bargaining committee." The bargaining committee shall consist of regular employees of the Employer who shall have been employed in the bargaining unit for at least one (1) year and shall include the vice president of the Union. The Employer further agrees to recognize, in addition to the above, not more than one (1) non-employee representative who shall be selected by the Union. The Union shall furnish the Employer, in writing, a list of its designated bargaining committee and officers. The bargaining committee shall act in a representative capacity for the purpose of processing grievances for the employees in the bargaining unit and shall have no authority to act in such capacity outside the bargaining unit. The bargaining committee shall also represent the Union in meetings with the Employer for the purpose of collective bargaining and the Administration of this Agreement.

Section 2. All meetings between the Employer and the Union bargaining committee shall be at times mutually agreeable to the parties; provided, however, that such meetings shall generally not occur during any bargaining committee member's scheduled working time. A bargaining committee member who is not scheduled to work during any such meeting shall receive no pay from the Employer. A bargaining committee member who is scheduled to work during any such meeting shall receive his regular straight time rate of pay for all scheduled hours lost if, but only if, the bargaining committee member's participation in the meeting will not result in any extra or additional cost or expense to the Employer in any manner whatsoever (whether in the form of overtime, substitute help, or otherwise). If a bargaining committee member's participation in any meeting would result in any such extra or additional cost or expense to the Employer, the bargaining committee member will not participate in such meeting. It is further understood and agreed that all bargaining unit members shall during all such meetings, whether on or off duty, remain available for and respond to any job duties which require their attention.

ARTICLE 4

UNION SECURITY AND CHECK-OFF

Section 1. All employees in the bargaining unit represented by the Union who are members of the Union on the effective date of this Agreement, or who become members after the effective date but during the term of this Agreement, shall maintain such Union membership for the duration of this Agreement by paying to the Union either the regular monthly dues uniformly levied against all members or a representation fee. The representation fee shall be less than one hundred percent (100%) of the regular monthly dues paid by Union members (which sum shall accurately represent the amount for said employees due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and which sum shall not include, but way of example but not by way of limitation, state, national or other dues and assessments or other amounts for Union activities).

Section 2. The Employer agrees to deduct during the pay period Union dues from the pay of employees subject to the following:

(a) The Union shall obtain from the employee, a completed and signed check-off authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof. The check-off authorization form shall be filed with the County Human Resources Office who may return an incomplete or incorrectly completed form to the Union's treasurer and no check-off shall be made until such deficiency is corrected.

(b) The Employer shall check-off only obligations which become due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible to the employee if the employee has duplicated a check-off deduction by direct payment to the Union.

(c) The Employer's remittance will be deemed correct if the Union does not give notice, in writing, to the County Human Resources Office within two (2) weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.

(d) Any employee may terminate his check-off authorization by written notice to the County Human Resources Office.

(e) The Union shall provide at least thirty (30) days' written notice to the County Human Resources Office of the amount of Union dues and/or representation fee to be deducted from the wages of employees having submitted check-off authorization forms in accordance with this Article. Any change in the amount determined will be provided to the County Human Resources Office at least thirty (30) days prior to each anniversary date of this Agreement.

Section 3. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability arising out of or relating to its deduction of Union dues and/or representation fees from an employee's pay, or from the Employer's reliance on any list, notice, certification, or authorization furnished under this Article, or from the Employer's reliance upon or compliance with the Union security provisions or any other provisions of this Article. The Union assumes full responsibility for the deposition of all check-off deductions made once they have been sent to the Union.

ARTICLE 5

HOURS OF WORK AND OVERTIME

Section 1. The normal work week for full-time bargaining unit employees shall be an average of forty (40) hours per week including meal periods and breaks.

Section 2. (i) Except as provided in Section 2. (ii), an employee covered by this Agreement who is required by the Department to work in excess of eighty (80) hours per two (2) week payroll period will receive payment or compensatory time off, at the rate of time and one-half the employee's regular straight time rate, for such excess hours. The provisions of this Section shall be subject to the provisions of Section 3 (below).

(ii) The Sheriff may assign general fund patrol units to a 12 hour shift and an 84 hour pay period. These individuals would be compensated for 84 hours at the straight time rate of pay. For purposes of this section, compensatory time in lieu of straight pay for the 4 additional hours in that pay period will not be permitted.

Effective January 1, 2011: Compensated hours, as it applies to Section 2, shall be defined as all hours paid to an employee in either regular hourly wage, vacation time, personal leave days, compensatory time off, bereavement time or sick time.

Section 3. An employee eligible for overtime pay or compensatory time off pursuant to Section 2 (above) may request either pay, or compensatory time off; provided, however, that compensatory time off may not be accumulated in excess of one-hundred twenty (120) hours. An employee requesting pay or compensatory time off may not thereafter alter such request except by mutual agreement with the Sheriff.

No compensatory time off shall be taken without the prior approval of the Department Head.

Section 4. Overtime will be assigned as determined by the Employer.

Section 5. Work schedules shall be posted on a monthly basis at least one (1) week prior to the beginning of the next month's schedule. Schedule changes requested by an employee after a schedule has been posted will not be allowed unless:

(a) Employees affected by the schedule change mutually agree to the employee's request and the Employer approves, or

(b) The Employer determines the employee's shift may go unfilled and approves the request.

The Employer specifically reserves the right to make schedule changes due to, but not limited to, employee illness or injury and emergency situations. Schedule changes for the purpose of avoiding overtime caused by an employee's illness or injury will not be made by the Employer the first day without employee consent.

ARTICLE 6

SENIORITY

Section 1. Seniority: (a) There shall be three (3) types or categories of seniority, as follows:

- (1) Departmental seniority shall be an employee's continuous length of service in the Department since date of last hire into the Department.
 - (2) Unit (or bargaining unit) seniority shall be an employee's continuous length of service in the bargaining unit since date of last entry into the bargaining unit.
 - (3) Rank (or classification) seniority shall be an employee's continuous length of service in the rank or classification since date of last regular appointment to the rank or classification.
- (b) Seniority shall entitle an employee only to those benefits as are expressly provided in this Agreement.
 - (c) Seniority shall be applied as specified in connection with the provisions of this Agreement -- i.e. the Agreement shall specify the type or category of seniority applicable to those portions of the Agreement where seniority is a factor.
 - (d) A regular full-time employee will begin to accumulate departmental seniority upon completion of the probationary period. At that time, upon successful completion of the probationary period, the employee will be placed on the seniority list as of the employee's last date of hire.
 - (e) Seniority shall continue to accumulate during paid leaves of absence, but it shall be retained without further accumulation during unpaid leaves of absence or layoffs.

Section 2. Probationary Employees: Each bargaining unit employee shall be considered a probationary employee (and shall have no bargaining unit seniority) until such employee shall have been employed by the Employer and have worked in the bargaining unit for a continuous period of six (6) months following his last date of hire in the bargaining unit. Upon successful completion of the probationary period (as determined by the Sheriff), an employee's bargaining unit seniority shall be as of the employee's last date of hire in the bargaining unit. During the probationary period an employee may be laid off or

terminated by the Employer at any time without regard to the provisions of this Agreement and without recourse to the grievance procedure; provided, however, that an employee who becomes a bargaining unit member by promotion from within the Department may, if he fails to successfully complete the probationary period (as determined by the Sheriff), return to his former rank unless the employees failure to successfully complete the probationary period is due to misconduct warranting dismissal. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been fully satisfactory in the opinion of the Employer, the Employer may do so for an additional period not to exceed six (6) months, by giving written notice to the employee and the Union. (This Section is subject to compatibility with the Deputy's agreement).

Section 3. Seniority List: A seniority list shall be prepared by the Employer and a copy supplied to the Union. It shall be revised and kept current from time to time by the Employer. Disputes, if any, regarding seniority lists shall be resolved on the basis of the Employer's official records.

Section 4. Loss of Seniority: Seniority shall be lost and the employment relationship shall end under any of the following conditions:

- (a) He resigns or quits;
- (b) He is discharged and is not reinstated;
- (c) He retires;
- (d) He is convicted of any felony or circuit court misdemeanor;
- (e) He has been on layoff for a period of time equal to his departmental seniority at the time of his layoff or two (2) years, whichever is less;
- (f) He is on leave of absence for illness, injury or disability (paid or unpaid) for a period of time equal to his departmental seniority at the time of illness, injury or disability or one (1) year, whichever is less; provided, however, that if the illness, injury or disability (whether paid or unpaid is job related and compensable by worker's compensation, then and in such event seniority shall be lost and the employment relationship shall cease upon expiration of an absence of two (2) years.
- (g) He is absent from work, including the failure to return to work at the expiration of any leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Sheriff, except when the failure to notify

and work is due to circumstances beyond the control of the employee.

Section 5. Layoff and Recall: Layoff shall mean the separation of the employee from the active work force due to a reduction in the work force by the Employer, whether because of lack of work or funds, the abolition of positions due to changes in the Department, or for other reasons determined by the Employer.

All reductions in the work force shall be accomplished in the following manner:

- (a) First, all probationary employees in the affected classification(s) shall be laid off.
- (b) If further reductions are necessary, employee(s) shall be laid off in inverse order of department seniority in the classification(s) affected.

Section 6. Failure to Return on Recall: Employees who have been laid off and who, within seven (7) calendar days following the date of mailing by registered or certified mail to their last known address, fail to respond as directed or who decline recall, shall be presumed to have resigned and their names shall be removed from the seniority list.

Employees recalled according to classification seniority shall include those employees who exercise their bumping privileges under Section 7.

Section 7. Bumping: In lieu of layoff, affected non-probationary employees may exercise bumping rights pursuant to the following provisions:

- (a) An employee must bump into a lower paying classification within the bargaining unit.
- (b) The employee bumping must have more department unit seniority than the employee being bumped.
- (c) The employee must exercise bumping privileges within twenty-four (24) hours of being notified of a layoff.

Section 8. (a) In all cases of layoff, recall and bumping, the remaining employees must possess the necessary training, experience, ability and certification (where required) to perform the work as determined by the Sheriff.

(b) Employees bumping into a lower paying classification shall be placed on the highest salary step (based on the current applicable salary schedule) of his new classification which will afford the employee a pay decrease. For purposes of this paragraph, the term "pay decrease" shall mean a decrease in the employee's annualized earning in his new classification, as compared with what the employee's annualized earnings would have been in the old classification, when projected over the twelve (12) months period following the bump.

(c) Bumping into the lower unit, if allowed, will be subject to compatibility with the layoff, bumping, and recall provisions of the lower unit.

Section 9. Worker's Compensation. Pursuant to Michigan law, the Employer shall provide, at its expense, worker's compensation benefit coverage for each employee covered by this Agreement. During the first week of disability compensable under the Worker's Compensation Act, the Employer will pay an employee the amount which he otherwise would have earned from the Employer without any charge against his paid time-off credits. Thereafter, the Employer will make up the difference between the worker's compensation payments and his regular wage (at the time he suffered the disability) by utilizing the employee's paid time-off credits on a prorated basis to the exhaustion of such credits, however in no case less than one (1) year. Notwithstanding the provisions of this Section, if and when the employee would be eligible for Social Security benefits by reason of his disability, then and in such event the worker's compensation supplements provided by this Section shall cease.

ARTICLE 7

LEAVES OF ABSENCE

Section 1. Sick Pay.

(i) Credit. Paid sick leave shall be credited, and may accumulate, as follows:

- (a) Regular full-time employees, after completion of probation, shall be credited ten (10) paid sick leave days. The employee will be credited with five (5) paid sick days annually thereafter.
- (b) Regular part-time employees shall be credited with paid sick leave effective January 1 of each calendar year equal to the hours worked by the employee relative to full-time.

(ii) Carryover. At the beginning of each calendar year, up to eleven (11) days of sick leave from an employee's prior years' sick day balance may be

added to the annual amount of sick days credited to each employee. In no case shall the total number of sick days exceed sixteen (16).

(iii) New employees (i.e. those hired from outside the Department) shall not be eligible for or permitted to use paid leave during their probationary period.

(iv) Paid leave for all causes in any one year shall not exceed the employee's unexpended balance of accumulated paid leave. (Advance use of future paid leave credits shall not be permitted).

(v) Sick Bank Elimination Account. Eligible employees who were employed and had a sick leave balance on December 31, 1988, shall be credited January 1, 1989, with an account equal to the remaining sick leave balance as of December 31, 1988, times the employee's December 31, 1988 pay rate. This account shall be increased each January thereafter by an interest amount equal to the Ottawa County Treasurer's Office's prior year's average "Return on Investment".

(vi) Paid leave may be used under the following circumstances and subject to the following additional terms and conditions:

A. Personal Illness of Employee: (i) In the event an employee is unable to perform his/her work on account of personal illness, physical disability, or personal injury not covered by Worker's Compensation, the employee will be granted paid leave within his/her earned and accumulated paid leave time.

(ii) In the event of a work related injury which is covered by Worker's Compensation, the employee shall be paid in accordance with the Worker's Disability Compensation Act and shall (if the employee has unexpended paid leave time accumulated) receive from the Employer the difference between the Worker's Compensation payments and the employee's regular straight time compensation. Such supplemental payments by the Employer shall be charged against the employee's accumulated but unused paid leave time and shall continue only until the employee's accumulated paid leave time has been exhausted.

(iii) Doctors' certificates may, in the discretion of the Employer and as a condition of receiving paid leave, be required by the Employer to substantiate a claim of personal illness, injury, or physical disability. In lieu thereof, if the employee indicates in writing that he/she was not under the care of a doctor, the Employer may require a written, signed statement from the employee certifying the nature of the employee's illness, injury, or disability which necessitated the employee's absence.

(iv) An employee who is absent from work for illness, injury or disability, and who seeks or receives paid leave in connection with such illness,

injury or disability, may be required, in the discretion of the Employer, to submit to an independent medical examination by a doctor or doctors of the Employer's choosing and at the Employer's expense.

(v) Before returning to work following an absence due to illness, injury or disability (whether paid or unpaid), an employee shall satisfy the Sheriff that he is fit and able to perform the duties and responsibilities of his employment (with or without accommodation). In addition to any other requirements, the Sheriff may require a statement by qualified medical personnel certifying that the employee is in mental and physical condition to return to his regular employment (with or without accommodation).

B. Family Illness: Accumulated paid sick leave may be used for necessary family medical situations in an employee's immediate family which requires immediate medical attention. An employee shall be limited to no more than three (3) days of paid sick leave per necessary medical situation in the employee's immediate family with no more than a total of five (5) days of paid sick leave to be taken per calendar year for necessary family medical situations in the employee's immediate family. For purposes of this subsection, "immediate family" shall be defined as spouse, child, parent, father-in-law, or mother-in-law.

C. Bereavement Time: Paid leave for death in the immediate family shall not exceed four (4) days per year per member of the immediate family. Immediate family is defined as a spouse, child, brother, sister, brother-in-law, sister-in-law, parent, grandparent, aunt, uncle, father-in-law, or mother-in-law. . When a death in the immediate family occurs out-of-state, additional paid leave may be used if necessary, upon mutual agreement between the sheriff and the employee.

D. Special Circumstances: Subject to the following conditions, accrued time may be used under the following special circumstances:

1. Accrued time, up to but not exceeding one (1) day may, in the discretion of and with the prior approval of the Sheriff (or his designee), be used by an employee to attend the funeral of a close friend or relative (who is not an immediate family member as defined above).
2. Under extenuating circumstances, accrued time up to but not exceeding one-half (1/2) day may, in the discretion of and with the prior approval of the Sheriff (or his designee), be used by an employee for appointments with a doctor or dentist; provided, however, that all such appointments shall, to the extent possible, be made outside of scheduled work hours.

E. Payment on Termination. (a)(i) Upon termination of employment under the following circumstance, the sick bank elimination account of eligible employees will be payable as follows: One hundred percent (100%) payment upon death (during course of employment) or retirement (at age and after years of service qualifying for immediate retirement benefits whether on disability or non-disability basis). In the event of death, the payment shall be made to the beneficiary designated by the employee or, in the absence of such designation, to the personal representative of the employee's estate. Fifty percent (50%) payment upon voluntarily leaving after a minimum of ten (10) years continuous service.

(ii) In lieu of subsection (i) above, employees with ten (10) or more years of service with the Employer shall be eligible to make a one time only option of withdrawing up to fifty percent (50%) of their sick bank elimination account. Employees exercising such option pursuant to this subsection shall: (a) forfeit the remainder of the sick bank elimination account upon voluntarily leaving employment, or (b) receive payment upon death (during course of employment) or retirement (at age and after years of service qualifying for immediate retirement benefits).

(b) Payment for unused accumulated paid leave shall not be made upon termination of employment under any circumstances other than those identified in subsection (a) hereof.

F. General Provisions Applying to All Paid Leaves: The following general provisions shall apply to all paid leaves permitted under Section 1 of this Article:

1. An employee who is unable to work is eligible for paid leave shall notify the Employer of his inability to work as far in advance of the schedule time to be missed as possible.
2. Upon return to work following a paid leave of absence or within a reasonable time following the last day worked, whichever occurs first, the employee must submit a written, signed request for paid leave, stating the reason for the paid leave. Such request shall be made on forms provided by the Employer. Any employee making a false claim for paid leave shall be subject to disciplinary action, including discharge.

Section 2. Jury Leave: An employee who is summoned for jury duty and not relieved from such duty, shall be granted a special leave of absence for this purpose, provided he presents evidence of such duty to the Employer as far in advance as possible. Employees shall work their scheduled hours when not serving as jurors, and an employee not selected to serve on a particular jury shall report to this scheduled work immediately after selection of said jury. The pay

such employee shall receive for such jury leave shall be his basic rate for the time necessarily lost from his scheduled work, less any amount received for such jury duty. An employee shall not be required to work an evening shift if he was required to serve as a juror during the day on which the evening shift falls.

Section 3. Unpaid Leave: Regular, full-time employees may be eligible for unpaid leave under the following circumstances and subject to the following terms and conditions:

A. Military Leave: Any full-time employee who, while employed by the Employer enters or has entered into active service in the United States Armed Forces, and who receives an honorable discharge and is still qualified to perform the duties of his former position and makes application for reinstatement within ninety (90) days after his discharge, shall be reinstated to his former position if it still exists, consistent with his seniority. The re-employment rights of such employees shall be in accordance with all applicable laws and federal regulations.

B. Family and Medical Leave: As required by the Family and Medical Leave Act of 1993, the Employer will provide covered employees up to twelve (12) weeks (480 hours) or twenty six (26) weeks (1040 hours) in certain FMLA circumstances, per year of unpaid job protected leave for certain family and medical reasons.

1. Leave for Newborn or Newly Placed Child: A leave for newborn or newly placed child is defined as an unpaid leave of absence which, at the time is requested is to be used by the employee for the birth and/or care of a son or daughter or the placement of a son or daughter with the employee for adoption or foster care.

2. Leave for the Care of a Family Member: A leave for the care of a family member is defined as an unpaid leave of absence, which at the time it is requested is to be used by the employee to care for a spouse, son, daughter, or parent of the employee if the spouse, son, daughter, or parent has a serious health condition.

3. Leave for Employee's Own Serious Health Condition: A leave shall be unpaid for a serious health condition that makes the employee unable to perform employee's job.

4. Leave during Family Member's Active Duty: A leave due to a qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation,

5. Leave for the Care of a Family Service Member: A leave for an employee who is the spouse, son, daughter, parent or next of kin of a covered service member who incurred a serious injury or illness on active duty in the Armed Forces.
6. Eligibility for FMLA leave of absence. In order to qualify for a FMLA leave for the care of a family member the employee must meet all of the following conditions:
 - a. The employee must have worked for the Employer at least twelve (12) months or fifty-two (52) weeks. The twelve (12) months, or fifty-two (52) weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on a leave during the week.
 - b. Employees who have been employed by the Employer more than one (1) years must have worked at least 1250 hours during the twelve (12) month period immediately before the date when the leave would begin.
7. The twelve (12) month period shall be a rolling twelve (12) month period measured backward from the date the employee uses any form of leave described in Section 7.3 (1) and (2) above.
8. Applications for FMLA leaves shall be made on forms provided by the Employer, shall state the reason for the leave, shall specify the proposed beginning and ending dates of the requested leave of absence, and shall be signed by the employee. The application and all other required documentation, once completed, shall be submitted to the Employer for review.
9. If a FMLA leave is granted, it shall be granted in writing, shall specify the reason for which it is granted, shall specify the beginning and ending dates of leave, and shall be signed by both the Sheriff and by the Human Resources Director or his/her designee.
10. The granting or denial of any FMLA leave in any given case shall not constitute any practice or precedent whatsoever with respect to any other case.
11. Upon expiration of an FMLA approved leave the employee shall be returned to the same position he/she held at the time the leave commenced or to an equivalent position. If upon termination of an FMLA an employee refuses an equivalent position, the employee shall be

deemed terminated and shall have no further right to re-employment with the Employer.

12. An employee on an FMLA shall keep the Employer apprised of any relevant changes in his or her conditions and/or circumstances, and the Employer may in its discretion periodically require the employee to verify the continued reason and need for such leave. Failure of an employee to do so, when requested, shall be grounds for termination or revocation of the leave.

13. When an employee plans to take an FMLA the employee must give the Employer thirty (30) days notice. If a thirty (30) day notice is not possible, the employee must give as much notice as practicable. If an employee fails to provide thirty (30) days notice for foreseeable leave, the leave requested may be denied until at least thirty (30) days from the date the Employer receives notice.

14. Intermittent Leave or Reduced Work Schedule. Employees may take an FMLA leave in twelve (12) or twenty six (26) (in certain FMLA circumstances) consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year), or under certain circumstances may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) weeks or twenty six (26) in certain FMLA circumstances over a twelve (12) month period in the aggregate. The Employer may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule. For the birth, adoption or foster care, of a child, the Employer and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption, or foster care of a child must be taken within one (1) year of the birth or placement of the child.

15. Seniority shall not continue to accumulate during an FMLA leave. In addition, all benefits expressly provided in this Agreement shall not continue to accumulate during such leaves.

16. Leaves of absence including all paid leaves, and leaves covered under the Family and Medical Leave Act shall not exceed when combined, twelve (12) weeks or twenty six (26) in certain FMLA circumstances in a twelve (12) month period without specific approval from the County Administrator.

C. Other Unpaid Leaves: Except for military leaves discussed in Paragraph A above and FMLA leaves, all other unpaid leaves shall be discretionary with the Employer, and shall be subject to the following:

All requests for unpaid leaves shall be in writing, shall be submitted to the Sheriff on forms provided by the Employer, shall state the reason(s) for the requested leave of absence, shall state the length and duration of the leave requested (including its beginning and ending dates), and shall be signed and dated by the employee.

The granting or denial of any and all such leaves of absence shall be solely discretionary with the Sheriff or the Human Resources Director, as the case may be, and such leave of absence shall be granted or taken without the prior written approval of the Sheriff or the Human Resources Director, as the case may be.

The Sheriff may, in his sole discretion, grant an unpaid leave of absence up to but not exceeding ninety (90) calendar days. The County Administrator may, in his sole discretion, grant an unpaid leave of absence in excess of ninety (90) calendar days but not exceeding one (1) year, subject to not more than one (1) renewal of not more than one (1) additional year; provided, however, that no leave of absence shall be granted for any period of time which would extend the "Loss of Seniority" provisions of Article 6, Section 4, of this Agreement. (However, in the event of a conflict between said "Loss of Seniority" provisions and any leave of absence, the "Loss of Seniority" provisions shall control.)

If granted, unpaid leaves of absence shall be approved in writing and shall specify the beginning and ending dates of the unpaid leave.

Before returning to work following an unpaid leave of absence, the employee shall satisfy the Sheriff that he is fit and able to perform the duties and responsibilities of his employment. In addition to any other requirements, the Sheriff may require a statement by qualified medical personnel certifying that the employee is in mental and physical condition to return to his regular employment.

Employees shall not further accrue, acquire or accumulate any length of service benefits during unpaid leaves of absence. (For example, employees shall not earn paid leave or accrue additional vacation benefits while on unpaid leaves of absence.)

Section 4. Miscellaneous Leave of Absence Provisions: Unless otherwise expressly and specifically provided in this Agreement, the following additional leave of absence provisions shall apply:

A. With respect to any and all discretionary leaves of absence, including all unpaid leaves of absence, the granting or denial of a request for leave of absence in any one case shall not constitute a practice or precedent, nor otherwise limit or impair the discretion of the Employer, with respect to any other case.

B. An employee on a paid leave of absence may apply for an unpaid leave of absence to be effective upon exhaustion of the employee's accumulated paid leave time; provided, however, that if an employee on paid leave fails or refuses to seek and obtain such an unpaid leave of absence, pursuant to the provisions of this Article, the employee shall be deemed to have voluntarily quit or otherwise terminated his employment effective with the expiration of the employee's paid leave. For purposes of administering the provisions of this Paragraph B, the Employer shall notify the employee of the date upon which his accumulated paid leave will be exhausted. Such notice shall be in writing and shall be mailed to the employee's last known address, according to the records of the Employer, and a copy of the notice will be furnished to the president of the Union. The employee shall have fourteen (14) calendar days after mailing of such notice, or until the date of paid leave exhaustion, whichever is greater, within which to seek unpaid leave; provided, however, that if an employee is physically or mentally incapacitated from seeking unpaid leave the Union president may do so on the employee's behalf within the same period of time.

C. Illness, injury or disability occurring to an employee during a paid vacation or an unpaid leave of absence shall not, except with the express written consent and approval of the Employer, be either treated as or compensated by an employee's accumulated paid leave time.

D. All leaves of absence shall be used in strict accordance with the reason(s) stated for such leave in the leave application and approval; and no leave of absence shall be used as a trial period for new or different employment. The Employer may, at any time during a leave of absence, whether paid or unpaid, require of the employee that he verify in writing the fact that the reason for the leave as requested and approved continues to apply. In the event the employee fails to promptly provide such verification of leave status, to the satisfaction of the Employer, the leave shall be terminated. It is understood and agreed that falsification of leave status shall be grounds for disciplinary action, including discharge.

E. Continuation or discontinuation of Employer-paid group insurance benefits (i.e. Hospital/medical insurance and term life insurance) during leaves of absence shall be as provided in the "Insurance" provisions of Article 13 of this Agreement.

F. An employee returning to work from a paid leave shall be returned to his former position if it still exists and if he remains fully able and fully qualified to perform the duties and responsibilities of the position. An employee returning

to work following an unpaid leave, except leaves for a Newborn Child or Newly Placed Child and for the Care of a Family Member, shall be returned to his former position if (1) it still exists, and (2) it is vacant, and (3) the employee remains fully able and fully qualified to perform the duties and responsibilities of the position. If an employee returning from an unpaid leave is not returned to his former position, he shall be returned to the first position within the department, which is equal to or lower than his former position, for which he is fully able and fully qualified to perform the duties and responsibilities of the position.

Section 5. Humanitarian Clause: In the event an employee covered by this Agreement is disabled to the extent that he/she cannot fully perform his/her regular job assignments, the Sheriff and/or County will attempt to place the employee in a position with the Department or County for which the employee is fully able and wholly qualified to perform all of the job requirements (with or without accommodation), provided, however, that this Section shall not be construed to require the Sheriff or County to create jobs or vacancies which do not otherwise exist; and provided further, the provisions of this Section shall be implemented only to the extent they do not conflict with other requirements of this or any other collective bargaining agreement.

ARTICLE 8

VACATIONS

Section 1. Vacation Schedule and Eligibility: Subject to the provisions of this Article, regular full-time employees shall earn vacations with pay, in accordance with the following schedule, based on the employee's paid hours of work. As used in this Section, the term "paid hour of work" shall include all of an employee's paid hours, up to but not exceeding 2,080 paid hours per vacation year:

<u>Year of Service</u>	<u>Rate of Earning</u>
During first (1st) year	.01923 hours of paid vacation earned per paid hour of work (1 week for full-time)
During second (2nd) year through fourth (4th) year	.03846 hours of paid vacation earned per paid hour of work (2 weeks for full-time)
During fifth (5th) through ninth (9th) year	.05769 hours of paid vacation earned per paid hour of work (3 weeks for full-time)

During tenth (10th) year	.06154 hours of paid vacation earned per paid hour of work (3 weeks + 1 day for full-time)
During eleventh (11th) year	.06539 hours of paid vacation earned per paid hour of work (3 weeks + 2 days for full-time)
During twelfth (12th) year	.06923 hours of paid vacation earned per paid hour of work (3 weeks + 3 days for full-time)
During thirteenth (13th) year	.07308 hours of paid vacation earned per paid hour of work (3 weeks + 4 days for full-time)
During fourteenth (14th) and subsequent years	.07693 hours of paid vacation earned per paid hour of work (4 weeks for full-time)
During twentieth (20th) and subsequent years	.08846 hours of paid vacation earned per paid hour of work (4 weeks + 3 days for full-time)

Paid vacations will be rounded to the nearest whole number. Vacation accruals will be credited each pay period.

Section 2. Vacation Scheduling: So far as possible, considering the needs of the Employer, vacations will be scheduled at the convenience of the employee. However, the Employer reserves the right to approve or disapprove individual vacation schedules in accordance with its needs, (Vacation requests will be honored on a departmental seniority basis until May 1 of each year, and on a first come first service basis after May 1.)

Section 3. Vacation Year Defined: A vacation year, for purposes of this Article, is a twelve (12) month period starting with the individual employee's anniversary date of last employment with the Sheriff's Department, and each twelve (12) month period thereafter (anniversary date to anniversary date).

Section 4. Miscellaneous Vacation Provisions: (a) Paid vacation shall not be available during an employee's first year of service.

(b) (i) **Maximum Accumulation/No Prepayment.** Paid hours of vacation shall not accumulate beyond a maximum of two hundred (200) hours. In the event an employee has accumulated two hundred (200) paid hours of

vacation, paid hours of vacation which the employee would have normally earned pursuant to Section 8.1 shall cease to be earned until such time as the employee's accumulate of paid hours of vacation is less than two hundred (200) hours.

(ii) Paid vacation shall not be granted or allowed in advance (i.e. They may not be taken before they have been earned as herein provided.)

(c) In the event of an employee's death, any unused paid vacation for which the employee was eligible will be paid to the named beneficiary or, in the absence of such designation, be paid to the personal representative of the employee's estate.

(d) Employees will be paid vacation pay based on their classification at the time of the vacation period.

ARTICLE 9

HOLIDAYS

Section 1. Holidays: Regular full-time employees shall be entitled to the following paid holidays for each full calendar year worked:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas Day
Christmas Day
Five (5) personal days (subject to mutual scheduling)

The Sheriff (or his designee) shall determine which of those employees, if any, who are otherwise regularly scheduled to work on any such holiday can be spared from work and which employees cannot be given holiday time off.

Section 2. Holiday Pay: (a) An employee who works the holiday shall be paid at the rate of double time and one-half (2 1/2) for all hours worked in lieu of any other holiday pay.

(b) An employee who is regularly scheduled to be off duty on a holiday (and does not work the holiday) shall receive eight (8) hours straight time pay for the holiday in addition to his regular pay for hours worked that period. (Example: Work forty (40) hours plus eight (8) hours holiday pay).

(c) An employee who is regularly schedule to work a holiday, but is excused by the Employer pursuant to Section 9.2 from working that day shall receive eight (8) hours straight time pay for the holiday in addition to pay for hours worked that period. (Example: Work thirty-two (32) hours plus eight (8) hours holiday pay.)

(d) An employee regularly scheduled to work a holiday, but who does not due to illness or injury, shall not receive holiday pay. Such employee shall receive pay and a deduction from paid credits for the un-worked holiday, i.e. Sick time or vacation, provided the employee is eligible. (Example: Employee worked thirty-two (32) hours and is paid for forty (40), eight (8) of which are sick pay.)

(e) Employees receiving Short Term Disability or Long Term Disability shall not be eligible for Holiday Pay.

Section 3. Eligibility for Holiday Pay. (a) To be eligible for an assigned holiday with pay, an employee must be a full-time employee on the date of the holiday, and must have worked the scheduled workday immediately preceding and immediately following the holiday; and must have worked the holiday if scheduled to do so (unless excused under Section 1 above); provided, however, that when a recognized holiday falls within an employee's scheduled vacation, the day of the holiday shall be charged and paid as a holiday and not as a vacation day.

(b) Employees who are prevented from working the day prior or the day after a holiday due to hospitalization, and who are otherwise eligible for holiday pay shall receive holiday pay. The parties to this Agreement may, by mutual agreement, waive the terms of subparagraph (a) in appropriate circumstances.

Section 4. Extended Shift. An employee scheduled to work on a holiday who works beyond his regular shift shall be entitled to holiday pay comparable to the total hours worked.

ARTICLE 10

CLOTHING ALLOWANCE

Section 1. A clothing allowance for plain clothes officers shall be payable on February 1 and August 1 of each year in the amount of \$300.00 per plain clothes officer.

Section 2. The Employer to provide a dry-cleaning service for eligible employees to use for the dry-cleaning of uniforms and department issued clothing that is compatible to dry-cleaning. Eligible employees will be given a maximum amount of \$500.00 dry-cleaning allowance annually that will be applied to their dry-cleaning service by the service provider.

In the case of a plain clothes member, the dry-cleaning service will be applicable to dress pants, dress shirts, ties, sport or suit jacket and dress overcoats worn during the course of employment with the Sheriff's Office.

IRS guidelines will be followed for purposes of this Article.

Section 3. To be eligible for either the clothing allowance or the dry cleaning service, the employee must be in the bargaining unit, must have been employed in the department for one (1) year, and must be on the Employer's active payroll on the date on which the clothing allowance or dry cleaning service, as the case may be, is payable.

ARTICLE 11

WITNESS/SUBPOENA FEES

Section 1. (a) If an employee is called as a witness in a judicial proceeding (i.e. Court appearance or hearing) for reasons connected with his or her County employment, or is called in to work while off duty, such employee shall:

(i) Receive leave with pay for such attendance if and to the extent it occurs during the employee's regularly scheduled working hours.

(ii) Receive a minimum guarantee of two (2) hours overtime pay at time and one-half or pay in accordance with the "Overtime" provisions of Article 5 of this Agreement, whichever is greater, for such court time or call in if and to the extent it occurs during hours when the employee is not scheduled to work.

(b) To be eligible for court time pay pursuant to this Section, an employee shall submit to the County any witness fees he or she may receive.

Section 2. An employee required to appear prior to his regular starting time, or who is held over after his regular quitting time for such appearances, shall be paid time and one-half his straight time rate for hours in excess of his regular shift.

ARTICLE 12

PAY PERIODS

Section 1. There will be twenty-six (26) pay periods per year.

ARTICLE 13

INSURANCE

Section 1. Benefits.

(A) Hospital/Medical Insurance. Employees in this bargaining union, in accordance with this Section, will be eligible to participate in a group hospital/medical program provided through the County. For eligible employees, such coverage shall become effective on the first full pay period following a sixty (60) day waiting period. Such employees may obtain the necessary applications from the Human Resources Department.

(B) The County Cafeteria Plan in 2011 includes options for employees consisting of a 100/80 Priority POS; a 90/70 Priority POS; a HDHP with an H.S.A. for health insurance; Delta Dental (high/low plan); National Vision Administrators (high/low plan). All insurance benefits provided pursuant to this contract shall be subject to the terms, provisions and conditions of the applicable insurance policy or policies (see Appendix B & C).

(C) In 2011, the County will fund the applicable deductible into the employee H.S.A. (\$1,200 single; \$2,400 family).

(D) Employees have life insurance even if they opt out of the County Health Plan.

(E) Continuation of Insurance. The Employer's contribution toward the cost of insurance coverage for eligible employees shall be continued for eligible employees under the following conditions:

1. During fully paid leaves of absence and during leaves of absence compensable by Worker's Compensation;
2. During the first thirty (30) calendar days of any partially paid or unpaid leave except unpaid leaves for a Newborn or Newly Placed Child or Leave for the Care of a Family Member.

3. During the first year that an employee is receiving compensation from the Employer's short-term disability (STD) and long term disability (LTD) plan; and
4. Discontinued immediately upon termination of an employee's employment.
5. During leaves for a newborn or newly placed child and leaves for the care of a family member but only for an aggregate maximum of twelve (12) weeks in a twelve (12) month period for both forms of leave combined.

Provided; however, that nothing in this Agreement shall require the Employer to continue insurance benefits if such continuation is not allowed by the applicable insurance policy or carrier.

Section 2. Life Insurance: (a) Regular, full-time employees shall be eligible to participate in a group term life insurance program provided through the Employer, with an insurance carrier selected by the Employer, at the rate of Fifty Thousand Dollars (\$50,000) per employee, plus accidental death and dismemberment in the same amount. Employees are allowed at their cost to purchase dependent life insurance. The amount of insurance is limited to the established amount under the County Plan.

(b) The full cost of employee life insurance coverage shall be paid by the Employer; and the Employer's liability hereunder is limited to the payment of the premiums. The full cost of dependent life insurance shall be paid by the Employee.

(c) The Employer's contribution toward the cost of such group term life insurance coverage shall be continued for eligible employees during fully paid leaves of absence and during leaves of absence compensable by Worker's Compensation; shall be continued for such employees during the first thirty (30) calendar days of any partially paid or unpaid leave of absence or layoff, but shall not be continued beyond said thirty (30) calendar days in the case of any such partially paid or unpaid leave of absence or layoff; and shall be discontinued immediately upon termination of the employee's employment; provided, however, that nothing in this Paragraph shall require the Employer to continue insurance benefits if such continuation is not allowed by the applicable insurance policy or carrier.

Section 3. Insurance Carrier. The Employer reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator for such self-insurance programs; provided, however that the benefits provided remains basically comparable or better than such existing coverage. All insurance benefits

provided pursuant to this Agreement shall be subject to the terms, provisions, and conditions of the applicable insurance policy or policies.

Section 4. Salary & Wage Continuation (Short-Term Disability) Plan. The County will provide a short-term disability plan to eligible disabled employees beginning the third consecutive week of a non-duty disability. The plan will provide up to sixty-six percent (66%) of an employee's base weekly salary for the actual period of disability between the third week and six (6) months subject to offsets provided by other types of coverage.

Section 5. Long-Term Disability Plan. The County shall provide a long-term disability plan for eligible non-duty disabled employees who are disabled for periods greater than six (6) months which provides a minimum of sixty percent (60%) of base salary to a maximum of seventy percent (70%) of base salary up to \$3,000 per month subject to applicable offsets.

Section 6. Retiree Health Insurance. Employer will credit retiree \$10 for each year of service with Employer up to a maximum of \$250/month for applying toward Health Coverage through the Employer, as the same may be changed from time to time, for retiree and spouse up until age sixty-five (65), (e.g. 22 years service X \$10 = \$220/month credit). This retiree health insurance provision is applicable only to those employees who are immediately eligible to collect a retirement from MERS upon leaving the County's service and is not applicable to employees who will be eligible to collect a retirement benefit at a later date due to their service with the County. Change the current formula to a maximum of \$300 if the lower unit obtains \$300 maximum, either through voluntary settlement or arbitration decision.

Employees who retire with a one hundred percent (100%) duty disability through MERS will be credited with the maximum regardless of years of service with the Employer; provided, however, such credit will cease if the employee after retirement becomes eligible for other health coverage through a spouse or another employer. Such credits will be subject to the same limitations as other retirees.

ARTICLE 14

WAGES

Section 1. Employees shall be paid in accordance with the wage/salary schedule attached hereto and made a part hereof as Appendix "A".

Section 2. An employee promoted to a higher paying classification within the bargaining unit shall be placed on the lowest salary step of the higher

paying classification with affords the employee a minimum increase in pay (by comparison with the employee's rate of pay before the promotion) of two hundred dollars (\$200) for the twelve (12) month period following promotion. Thereafter, the employee shall progress on the salary schedule based on the length of service in the new position following the date of promotion.

Section 3. Command Officers assigned to the Critical Response Team, Command Officers assigned as the EMT Command Officers, Command Officers assigned to Dive Team, and Command Officers assigned to Traffic Services Sergeant, based upon their accident reconstruction certification as a specialist and their management of the Traffic Services Unit, on January 1 of each year will receive \$200. Command Officers assigned to the Critical Response Team, Command Officers assigned as EMT Command Officers and Command Officers assigned to the Dive Team, and Command Officers assigned to Traffic Services Sergeant, based upon their accident reconstruction certification as a specialist and their management of the Traffic Services Unit, on July 1 of each year shall receive \$200. Only Command Officers who perform the duties of the Specialist Unit they are assigned to (in the sole discretion of the Employer) shall be eligible for Specialist Pay.

ARTICLE 15

RETIREMENT

Section 1. All bargaining unit members are enrolled in Plan B-4 of the Municipal Employees Retirement System of Michigan (MERS) with riders of F50(25) and E-2. Employees contribute 4.23% of their annual MERS reportable wages to the MERS Plan. The MERS plan document controls the specific terms and conditions governing the retirement plan.

Section 2. Employees will also make their required contribution to the system as required by law.

Section 3. Retirement shall be mandatory at age 62. Upon retirement, payment of accumulated cash benefits from the Employer, such as compensatory time, vacation time, and sick days, will be spread over two (2) calendar years if requested by the employee.

Section 4. (a) Employees shall not receive credits toward their pension for any calendar month in which they do not work at least the equivalent of ten, eight-hour days. Accrued time such as compensatory time, sick time, vacation and floating holiday time shall be included as time worked for purposes of this provision.

(b) In any pay period which an employee receives Short-Term Disability (STD) or Worker's Compensation benefits the employee will not be expected to make their required contribution toward their MERS pension benefits.

ARTICLE 16

STRIKES AND ILLEGAL ACTIVITY

Section 1. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare. The Ottawa County Police Officers Labor Council therefore agrees that there shall be no interruption of these 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 the work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premise. The Ottawa County Police Officers Labor Council further agrees that there shall be no strikes, sit-downs, slowdowns, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the Employer.

Section 2. Any employee who engages in any activity prohibited by this Article shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for the violation of this Article.

ARTICLE 17

AMENDMENTS

Section 1. Upon mutual written agreement of the parties, this Agreement may be amended or modified at any time during its term.

ARTICLE 18

DISCHARGE AND DISCIPLINE

Section 1. (a) An employee who is discharged or given disciplinary time off from work shall be allowed to confer with his or her Union representative with respect to the alleged offense. If an employee is disciplined or discharged

he may request that a meeting be held with the Employer and the employee's Union representative to discuss the matter. If requested, such meeting shall be held as soon as reasonably possible.

(b) An employee who is discharged or given disciplinary time off from work shall be given written notice thereof which shall state the nature of the offense and the disciplinary action taken.

(c) An employee may be required to acknowledge, in writing, receipt of written warnings and/or reprimands, except that the employee may request the presence of his or her Union representative prior to signing. The employee's written acknowledgment of receipt of such warnings and/or reprimands shall not be construed as the employee's agreement with the warning or reprimand.

ARTICLE 19

GRIEVANCE PROCEDURE

Section 1. Grievance Defined. A grievance is defined as a violation of this Agreement and/or violation of the rules and regulations of the Ottawa County Sheriff Department and/or Ottawa County. Any grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

Any claims not conforming to the provisions of this definition shall be automatically denied as not constituting a valid grievance.

Section 2. Grievance Procedure. Any employee having a grievance, as defined above, shall present and process it as follows:

Step I. The employee shall discuss the matter with his immediate supervisor within three (3) days following the occurrence of the claim.

Step II. If the matter is not satisfactorily resolved as a result of such discussion and the aggrieved employee desires to appeal it, the aggrieved employees shall file a written grievance with the Undersheriff within five (5) days following the initial Step I discussion. The grievance shall be signed by the aggrieved employee, shall be dated, shall set forth the facts involved (including dates and provisions of the Agreement and/or rules and regulations alleged to have been violated), and shall state the remedy desired. Within fifteen (15) days after the written grievance

is filed, a meeting shall be held by the Undersheriff and the aggrieved employee. The Undersheriff shall make a written reply to the grievant within five (5) days after such meeting.

Step III. If the grievance is not satisfactorily resolved at Step II and the aggrieved employee desired to appeal it, the aggrieved employee shall file a written appeal of the grievance to the Sheriff within five (5) days following the Step II written reply. Within fifteen (15) days after the written appeal is filed with the Sheriff, a meeting shall be held at which the Sheriff and/or his authorized representative(s), together with such other person(s) as he may desire to be present and the aggrieved employee and an Union representative (if requested). The Sheriff shall make a written reply to the grievant within fifteen (15) days after such meeting.

Step IV. (a) Appeal. A grievance which is unresolved at Step III of the Grievance Procedure may be appealed to arbitration by the grievant and the Union, if the case is the type on which an arbitrator is empowered to rule. Arbitration shall be invoked by written notice by the Union to the Sheriff and to the County Human Resources Director, both within thirty (30) days of receipt of the Sheriff's Step III answer.

(b) Selection of an Arbitrator. If the parties are unable to agree upon an arbitrator within seven (7) days after receipt of the written notice requesting arbitration, the selection shall be made in accordance with the arbitrator selection procedures of the American Arbitration Union.

(c) Powers of the Arbitrator. The arbitrator shall not have the power to:

- (1) Add to, subtract from, disregard, alter or otherwise modify any of the provisions of this Agreement or of the written rules or regulations of the Department or of the Employer; and the arbitrator's decision shall be limited to the application and/or the interpretation of the above and to the specific issue presented to him.
- (2) Establish or modify any salary rate, classification or plans;
- (3) Rule on the interpretation of any provision of the retirement plan or any provision of an insurance program; provided, however that disputes regarding whether a change in insurance carriers violated the

provisions of the collective bargaining agreement remain subject to resolution through the grievance and arbitration procedure.

- (4) Base his decision on state or federal law (i.e. The arbitrator must make his decision solely on the basis of the provisions of this Agreement);
- (5) Change or alter any policies, rules and/or actions of the Employer which are not specifically in violation of this Agreement;
- (6) Hear any grievance previously barred from the scope of the grievance procedure in a prior proceeding;
- (7) Make any adjustment or settlement of a grievance retroactive more than the date of the claimed occurrence or eight (8) days prior to filing the grievance at Step II, whichever is most recent; or
- (8) Award any punitive damages, or award any monetary adjustments where there has been no financial loss.

(d) Decision. The decision of the Arbitrator shall be binding on the grievant(s) and the Union, and on the Employer.

(e) Fees and Expenses. The fees and expenses of the Arbitrator shall be shared equally by the Union and the Employer. All other expenses relating to the arbitration process shall be borne by the party incurring such expense.

Section 3. Day. For the purpose of the Grievance Procedure, a “day” shall mean any day Monday through Friday, and shall not include either the day on which the grievance is presented or appealed or the day it is returned by the Employer.

Section 4. Timeliness. (a) Grievances which are not filed or appealed in the manner or within the time limits specified in the Grievance Procedure shall be considered to have been withdrawn or abandoned and shall not thereafter be submitted or appealed. If the Employer fails or neglects to answer a grievance within the time limits specified in the Grievance Procedure, the grievance shall automatically be referred to the next higher step in the Grievance Procedure.

(b) It is understood and agreed, however, that the time limits specified in this Grievance Procedure may be extended by mutual agreement in writing between the two parties.

Section 5. Individual Grievance: Notwithstanding any other provisions herein, individual employees may present their own grievances to the Employer and have them adjusted without the intervention of an Union representative or the Union officers; provided, however, that the Employer has given the Union representative notice and an opportunity to be present at such adjustment at Step II or subsequent thereto. In no event, however, shall any such adjustment be contrary to or inconsistent with the terms of this Agreement.

Section 6. Expedited Grievances: An employee who has been discharged or given a disciplinary suspension and who has a grievance concerning such discharge or suspension may commence the grievance at Step III of the Grievance Procedure.

Section 7. Suspension Pending Investigation: The Sheriff may suspend an employee pending investigation. If the investigation discloses that the employee did not commit any offense, he shall not suffer any loss of pay or benefits while on suspension.

Section 8. Consolidated and Policy Grievances: Grievances affecting more than one (1) employee shall be treated as a Policy Grievance and entered directly at Step 3 of the Grievance Procedure by the Union. Grievance arising under an identical set of fact circumstances or incidents shall be considered and handled as one (1) grievance if the matter is resolved or is taken to arbitration. The decision shall apply to all employees so involved. In such Consolidation and Policy Grievances, the union representative will sign on behalf of all grievant(s).

ARTICLE 20

SPECIAL MEETINGS

Section 1. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) 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 collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.

ARTICLE 21

PROMOTION PROCEDURES

Section 1. Vacancy or New Position: When a job vacancy occurs or a new position is created within the bargaining unit, the job will be posted by the Employer in the Department at least ten (10) calendar days before filling the job on a regular basis. After said period, the Employer shall conduct or cause to be conducted such tests and evaluations of the applicants or candidates as it deems proper with respect to the vacancy or new position to be filled. Job placement and promotions within the bargaining unit shall be based upon demonstrated ability, aptitude for positions of increase responsibility, dependability, experience, seniority, education, and such other factors as the Employer deems important with respect to the job vacancy or new position to be filled. In the event two candidates are equally qualified in the opinion of the Employer, the more senior employee shall be granted the position. First consideration shall be given to qualified employees of the Department.

Section 2. Temporary Filling of Vacancy or New Position: Notwithstanding the provisions of Section 1 above, the Employer may immediately fill a job vacancy or new position on a temporary basis (not to exceed ninety (90) days except by mutual agreement).

Section 3. Probation Following Promotion: An employee who is promoted from one bargaining unit position to a higher paying position within the bargaining unit shall continue his bargaining unit seniority but shall be on probation in the promoted position until employee shall have worked in the promoted position for a continuous period of six (6) months following the promotion. If the promoted employee fails to successfully complete the period of probation, as determined in the sole discretion of the Sheriff, the employee may return to his former position unless the employee's failure to successfully complete the period of probation in the promoted position is due to misconduct warranting dismissal.

ARTICLE 22

MISCELLANEOUS PROVISIONS

Section 1. Validity: (a) The provisions of this Agreement shall supersede any existing rules and regulations of the County and/or any of its Boards or agencies which may be in conflict therewith.

(b) If any parts of this Agreement are found to be illegal such illegality shall not in any way affect any other parts of this Agreement.

Section 2. Gender: Use in this Agreement of pronouns or other terms referring to the male gender shall include the female gender, and use of pronouns or other terms referring to the female gender shall include the male gender.

ARTICLE 23

CONDITIONS OF EMPLOYMENT

Section 1. First Aid Training: All employees shall obtain such first aid training and maintain such first aid qualifications as may be required pursuant to the first aid policy of the Sheriff (or his designee), as such policy may be amended from time to time.

Section 2. Firearms Qualifications: Each employee who carries a firearm by virtue of his appointment shall comply with such firearms qualifications as may be required pursuant to the firearms qualifications policy of the Sheriff (or his designee), as such policy may be amended from time to time. Reasonable amounts of ammunition and shooting facilities for practice and qualification will be provided by the department under rules specified by the Sheriff (or his designee).

Section 3. Residency. All employees covered by this Agreement are required to establish a bona-fide residence and their primary domicile within twenty (20) miles of the Ottawa County border within six (6) months of the completion of their probationary period and to maintain this residency requirement as a condition of continued employment.

ARTICLE 24

LONGEVITY

Section 1. All bargaining unit employees who have performed continuous service with the Employer for the number of years set forth below shall be eligible for longevity payments in accordance with the following provisions:

<u>Years of Completed Continuous Service with the Employer as of October 1st of Each Year</u>	<u>Amount of Payment</u>
5 Years	\$250
For Each Completed Year After 5 Years	\$50 additional
Up to thirty-five (35) years total	a maximum of \$1750

Section 2. Longevity payments shall be made annually, in lump sum amount, not later than December 15th of each year. Part-time employees and employees who are absent without pay for more than sixty (60) scheduled work days during the year, October 1st to October 1st, shall receive pro-rata longevity payment based on the ratio of their paid time in relation to full-time equivalents. Employees who voluntarily quit or retire prior to October 1st shall receive a prorata longevity payment providing they have completed ten (10) or more continuous years of service.

ARTICLE 25

DEFERRED COMPENSATION

Employees will be eligible to participate in the Employer sponsored deferred compensation plan(s). The Employer will contribute a twenty percent (20%) match (up to \$1,000 annual maximum Employer match) on each employee's contributions subject to the terms and conditions of the plan.

Effective January 1, 2008, employees retiring under this collective bargaining agreement may contribute final payoffs (ie. Vacations, Sick bank elimination account, longevity, comp. time) upon retirement to their deferred compensation plan. The retiring employee will be responsible for and limited to the maximum annual contribution as established by Internal Revenue Service guidelines. The Employer will not contribute any matching funds on these final contributions amounts.


DURATION

Section 1. (a) This Agreement shall remain in full force and effect through December 31, 2010, and shall become automatically renewable from year to year thereafter, unless either party wishes to terminate, modify or change this Agreement, in which event, notification of such must be given to the other party in writing at least ninety (90) days prior to the expiration date of this Agreement, or any anniversary date thereof.

IN WITNESS WHEREOF, the parties hereto have, through their authorized representatives, executed this Agreement.

FOR THE COUNTY

FOR THE UNION



Donald Disselkoen, Chairperson



John Wolfis, President




Daniel C. Krueger, County Clerk



Will Keizer, Labor Representative

FOR THE SHERIFF OF OTTAWA COUNTY



Gary A. Rosema, Sheriff

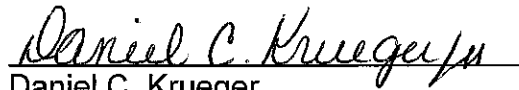
DURATION

Section 1. (a) This agreement shall remain in full force and effect through December 31, 2011, and shall become automatically renewable from year to year thereafter, unless either party wishes to terminate, modify or change this Agreement, in which event, notification of such must be given to the other party in writing ninety (90) days prior to the expiration date of this Agreement, or any anniversary date thereof.

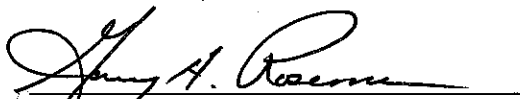
IN WITNESS WHEREOF, the parties hereto have, through their authorized representatives, executed this Agreement.

For the COUNTY

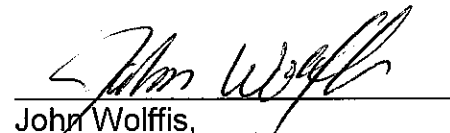

Phillip Kuyers, Chairperson
County Commissioner

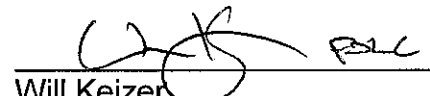

Daniel C. Krueger
County Clerk

For the SHERIFF


Gary A. Rosema
Sheriff

For the UNION


John Wolffis,
President


Will Keizer,
Labor Representative

APPENDIX A

Command Officers Salary Schedule

Effective 1/1/2011: 0% increase.

Sergeant

	A	B	C Start	D 1 Year	E 2 Years
1/1/2011 Annual			\$63,248	\$64,854	\$65,659
Hourly			\$30.41	\$31.18	\$31.57

Lieutenant

	A	B	C Start	D 1 Year	E 2 Year
1/1/2011 Annual			\$71,266	\$73,079	\$75,005
Hourly			\$34.26	\$35.13	\$36.06

Appendix B

For 2011, Ottawa County employees have a choice of three health insurance plans through Priority Health. The plans are PriorityPOS High Plan (100/80), a PriorityPOS Low Plan (90/70) and a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). These plans offer a choice of two benefit levels. The Preferred Benefits level applies when a Primary Care Provider (PCP) or other Participating Physician coordinates medical care. The Alternate Benefits level applies when medical services are used without coordinating with a PCP or other Participating Physician and when using out-of-network services without receiving prior approval from Priority Health. Services that are excluded from coverage are not paid at either benefit level. The PriorityHSA plan combines a Health Savings Account (HSA) with a high-deductible POS health plan. This plan has a \$1,200 Individual and \$2,400 Family Deductible. Deductible amounts paid are included in any out-of-pocket maximums. The Deductible is applicable to all covered services except routine maternity care services received in a PCP's office, or preventive health care services that are listed in Priority Health's Preventive Healthcare Guidelines. After the HSA out-of-pocket maximum is met, all covered services (both medical and Rx) are covered at 100% for the remainder of the plan year. The employee contributions vary depending on which plan you choose. Appendix C illustrates the rates for all three plans.

Delta Dental is providing the dental insurance in 2011. Employees have a choice between two plans; Basic and Upgrade. The Basic Dental Plan coverage level is 60% for any Class I, II, or III level benefits. This plan has a maximum benefit level of \$1,200. The Upgrade Dental Plan coverage level is 100% for any Class I, II, or III level benefits. This plan has a maximum benefit level of \$1,400. Employees will pay 10% of the cost of the Basic Dental Plan. Employees will pay 10% plus the difference between the Basic Dental Plan and the Upgraded Dental Plan if they choose the Upgraded Dental Plan. Appendix C illustrates the rates for both plans.

National Vision Administrators provides the optical insurance in 2011. Employees have a choice between two plans; Option 1 and Option 2. The Option 1 Vision Plan covers examination, lenses and frames every two years. The Option 2 Vision Plan covers examination and lenses every year and frames every two years. Employees will pay 10% of the cost of Option 1 Vision Plan. Employees will pay 10% plus the difference between the Option 1 Vision Plan and Option 2 Vision Plan if they choose the Option 2 Vision Plan. Appendix C illustrates the rates for both plans.

Appendix C
HEALTH INSURANCE CO-PAYMENT – 2011 Full-Time Rates*

Priority Health - 100/80 POS Plan

10%

HEALTH				2011
Deduction	2011	2011	10%	
Code/Description	Benefit	Co. Cost	Annual Co-Pay	Bi-Weekly Deduction
366 - Single	5,037.72	4,533.95	503.77	19.38
376 - 2 Person	11,334.24	10,200.82	1133.42	43.60
386 - Family	14,105.28	12,694.75	1410.53	54.26

Priority Health - 90/70 POS Plan

5%

HEALTH				2011
Deduction	2011	2011	5% Annual	
Code/Description	Benefit	Co. Cost	Co-Pay	Bi-Weekly Deduction
365 - Single	4,566.24	4,337.93	228.31	8.79
375 - 2 Person	10,274.28	9,760.57	513.71	19.76
385 - Family	12,785.88	12,146.59	639.29	24.59

Priority Health - 100/80 H.S.A. POS Plan

5%

HEALTH				2011
Deduction	2011	2011	5% Annual	
Code/Description	Benefit	Co. Cost	Co-Pay	Bi-Weekly Deduction
367 - Single	2,979.36	2,830.39	148.97	5.73
377 - 2 Person	6,703.44	6,368.27	335.17	12.90

387 - Family	8,342.16	7,925.05	417.11	16.05
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Delta Dental – Basic*			2011	
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Deduction Code/Description	2011 Benefit	2011 Co. Cost	10% Annual Co-Pay	Bi-Weekly Deduction
640 - Single	310.68	279.61	31.07	1.20
650 - 2 Person	528.00	475.20	52.80	2.04
660 - Family	911.52	820.37	91.15	3.51

Delta Dental – Upgrade*			2011	
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Deduction Code/Description	2011 Benefit	2011 Co. Cost	10% Annual Co-Pay	Bi-Weekly Deduction
700 - Single	310.68	279.61	31.07	
Diff - Basic & Upgrade (456.48)			145.80	
			176.87	6.81
710 - 2 Person	528.00	475.20	52.80	
Diff - Basic & Upgrade (814.32)			286.32	
			339.12	13.05
720 - Family	911.52	820.37	91.15	
Diff - Basic & Upgrade (1,405.80)			494.28	
			585.43	22.52

National Vision – Basic* 2011

Deduction Code/Description	2011 Benefit	2011 Co. Cost	10% Annual Co-Pay	Bi-Weekly Deduction
900 - Single	49.56	44.60	4.96	0.20
910 - 2 Person	89.28	80.35	8.93	0.35
920 - Family	129.00	116.10	12.90	0.50

National Vision – Upgrade* 2011

Deduction Code/Description	2011 Benefit	2011 Co. Cost	10% Annual Co-Pay	Bi-Weekly Deduction
1000 - Single	49.56	44.60	4.96	
Diff - Basic & Upgrade (62.76)			13.20	
			18.16	0.70
1010 - 2 Person	89.28	80.35	8.93	
Diff - Basic & Upgrade (112.92)			23.64	
			32.57	1.26
1020 - Family	129.00	116.10	12.90	
Diff - Basic & Upgrade (163.08)			34.08	
			46.98	1.81

Opt Out	2011 Bi-wk Payment
Annual	2400.00 92.31