

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE EATON COUNTY BOARD OF COMMISSIONERS,  
THE SHERIFF OF EATON COUNTY,**

**AND**

**THE CAPITOL CITY LABOR PROGRAM, INC.,  
COMMAND OFFICERS DIVISION,  
EATON COUNTY SHERIFF DEPARTMENT**

**October 1, 2017 – September 30, 2020**

**INDEX**

|   | <b><u>PAGE</u></b> |
|---|--------------------|
| <b>AGREEMENT</b> .....                                      | 1                  |
| <b>WITNESSETH</b> .....                                     | 1                  |
| <br>  |                    |
| <b><u>ARTICLE 1 RECOGNITION</u></b>                         |                    |
| Section 1: Collective Bargaining Unit .....                 | 2                  |
| Section 2: Other Agreements .....                           | 2                  |
| <br>  |                    |
| <b><u>ARTICLE 2 BARGAINING COMMITTEE</u></b>                |                    |
| Section 1: Bargaining Committee .....                       | 3                  |
| Section 2: Computed As Hours Worked .....                   | 3                  |
| <br>  |                    |
| <b><u>ARTICLE 3 UNION SECURITY AND CHECKOFF</u></b>         |                    |
| Section 1: Check-Off .....                                  | 4                  |
| Section 2: Refunds .....                                    | 5                  |
| Section 3: Save Harmless .....                              | 5                  |
| <br>  |                    |
| <b><u>ARTICLE 4 RIGHTS OF THE BOARD AND THE SHERIFF</u></b> |                    |
| Section 1: Management Rights .....                          | 6                  |
| Section 2: Enumerated Rights .....                          | 6                  |
| Section 3. Not Inclusive .....                              | 6                  |
| <br>  |                    |
| <b><u>ARTICLE 5 SALARIES</u></b> .....                      | 7                  |
| <br>  |                    |
| <b><u>ARTICLE 6 GRIEVANCE PROCEDURE</u></b>                 |                    |
| Section 1: Definition .....                                 | 8                  |
| Section 2: Grievance Content .....                          | 8                  |
| Section 3: Time Limits .....                                | 8                  |
| Section 4: Forfeiture .....                                 | 8                  |
| Section 5: Day Defined .....                                | 8                  |
| Section 6: Signed Resolution .....                          | 8                  |
| Section 7: Steps of the Grievance Procedure .....           | 9                  |
| <br>  |                    |
| <b><u>ARTICLE 7 DISCIPLINARY ACTION</u></b>                 |                    |
| Section 1: Governing Procedures .....                       | 11                 |
| Section 2: Charges .....                                    | 11                 |
| Section 3: Specific Section .....                           | 11                 |
| Section 4: Statements .....                                 | 11                 |
| Section 5: Representation .....                             | 11                 |
| Section 6: Past Infractions .....                           | 12                 |
| Section 7: Discipline Absolute .....                        | 12                 |
| Section 8: Back Wages .....                                 | 12                 |
| Section 9: Just Cause .....                                 | 12                 |
| Section 10: Personnel Files .....                           | 12                 |
| Section 11: Suspension .....                                | 12                 |

**ARTICLE 8 HOURS OF WORK AND OVERTIME**

Section 1: Hours of Work ..... 13  
Section 2: Schedules of Work..... 13  
Section 3: Pass Days ..... 13  
Section 4: Lunch Periods and Rest Breaks ..... 15  
Section 5: Overtime ..... 15  
Section 6: Assignment to the Investigation Section ..... 16  
Section 7: Pyramiding of Overtime ..... 16  
Section 8: Court Time ..... 16  
Section 9: Changes in Workweek/Workday ..... 17  
Section 10: Call Back..... 17  
Section 11: Authorization of Overtime/Call Back..... 17  
Section 12: Layoff in Lieu of Reduced Hours ..... 17

**ARTICLE 9 SENIORITY**

Section 1: Definition ..... 18  
Section 2: Seniority List ..... 18  
Section 3: Promotional Procedure ..... 18  
Section 4: Loss of Seniority ..... 18  
Section 5: Seniority Employees Transferred or Promoted Outside the Bargaining Unit ..... 18  
Section 6: Same Seniority Date ..... 19  
Section 7: Temporary Assignments ..... 19  
Section 8: Resignations..... 19

**ARTICLE 10 LAYOFF AND RECALL**

Section 1: Order of Layoff..... 20  
Section 2: Notice of Layoff..... 21  
Section 3: Recall Procedure ..... 21  
Section 4: Reinstatement..... 21  
Section 5: Voluntary Layoff ..... 21

**ARTICLE 11 UNPAID LEAVES OF ABSENCE AND SICK PAY**

Section 1: Good Cause ..... 23  
Section 2: Military Leave of Absence ..... 23  
Section 3: Other Leaves ..... 23  
Section 4: Sick Pay ..... 24  
Section 5: Leave for Union Meetings ..... 26  
Section 6: Family and Medical Leave ..... 27

**ARTICLE 12 BEREAVEMENT PAY**

Section 1: Immediate Family ..... 29  
Section 2: Compensation ..... 29  
Section 3: Intent ..... 29  
Section 4: Additional Time..... 29

**ARTICLE 13 HOLIDAY PAY**

Section 1: Recognized Holidays ..... 30  
Section 2: Ten-Hour Schedule/Twelve-Hour Schedule..... 30  
Section 3: Five and Two Schedule..... 30  
Section 4: Compensation for Callback/Holiday Worked..... 31  
Section 5: Transfer from Four and Three Schedule to a Five and Two Schedule ..... 32  
Section 6: Transfer from Five and Two Schedule to Four and Three Schedule..... 32  
Section 7: Eligibility ..... 32  
Section 8: Scheduled But Fails to Work ..... 32

**ARTICLE 14 PERSONAL LEAVE DAYS**

Section 1: Number ..... 33  
Section 2: Advance Notice..... 33  
Section 3: Lose if Not Used ..... 33

**ARTICLE 15 VACATIONS**

Section 1: Hours Earned Each Payroll..... 34  
Section 2: Computation of Vacation Pay..... 34  
Section 3: Maximum Accumulation/Separation ..... 34  
Section 4: Scheduling ..... 35  
Section 5: Method of Taking ..... 35  
Section 6: Combining Calendar Years..... 35

**ARTICLE 16 INSURANCE AND PENSION BENEFITS**

Section 1: Health Insurance-Current Employees ..... 36  
Section 2: Health Insurance-Retirees – Hired Prior to April 1, 2007 ..... 38  
Section 3: Health Insurance-Retirees – Hired After April 1, 2007 ..... 43  
Section 4: Dental Insurance ..... 44  
Section 5: Life, Sickness and Accident Benefits ..... 45  
Section 6: Life, Sickness, Dental and Health Insurance Premium When on Unpaid Status ..... 47  
Section 7: Insurance Coverage Changes ..... 47  
Section 8: Specimen Insurance Contracts ..... 47  
Section 9: Workers’ Compensation Supplement ..... 47  
Section 10: Pension..... 49  
Section 11: Right to Change Carrier ..... 50  
Section 12: False Arrest & Liability Insurance..... 50  
Section 13: Group Deferred Compensation Plan..... 51

**ARTICLE 17 UNIFORMS AND EQUIPMENT**

Section 1: Uniforms ..... 52  
Section 2: Clothing Allowance ..... 52  
Section 3: Cleaning Allowance..... 52  
Section 4: Reporting Defects of Equipment ..... 52  
Section 5: Reimbursement of Personal Property in the Line of Duty..... 53

**ARTICLE 18 LONGEVITY PAY**

Section 1: Schedule..... 54  
Section 2: Payments Made..... 54  
Section 3: Pro-rated Longevity Payment ..... 54  
Section 4: Retirement..... 54

**ARTICLE 19 BULLETIN BOARD**

Section 1. Bulletin Board Space Provided..... 55  
Section 2. Copies Provided to Employer ..... 55

**ARTICLE 20 STRIKES AND ILLEGAL ACTIVITY**

Section 1: No Strike Pledge ..... 56  
Section 2: Disciplinary Action..... 56  
Section 3: No Lock Out ..... 56

**ARTICLE 21 SEVERABILITY PROVISION**

Section 1: Savings Clause..... 57  
Section 2: Negotiations ..... 57

**ARTICLE 22 WRITTEN AGREEMENTS**

..... 58

**ARTICLE 23 COMPLETE AGREEMENT**

..... 49

**ARTICLE 24 MISCELLANEOUS**

Section 1: Humanitarian Cause ..... 60  
Section 2: Special Conferences..... 60  
Section 3: Equality of Treatment ..... 60  
Section 4: Name or Address Changes..... 60

**ARTICLE 25 UNION REPRESENTATION**

Section 1: Representation ..... 61  
Section 2: General Rules..... 61  
Section 3: Notice to the Employer ..... 61

**ARTICLE 26 GENDER**

..... 62

**ARTICLE 27 HEADINGS**

..... 63

**ARTICLE 28 JURY DUTY LEAVE**

..... 64

**ARTICLE 29 USE OF PERSONAL VEHICLES**

Section 1: Mileage Allowance ..... 65  
Section 2: Mileage for Court Duty..... 65

**ARTICLE 30 NEW JOB CLASSIFICATION**

Section 1: Written Notice to Union ..... 66  
Section 2: Employer Established Rate ..... 66  
Section 3: Retroactivity..... 66

**ARTICLE 31 FITNESS PROGRAM**

Section 1: Voluntary Fitness Program ..... 67  
Section 2: Tobacco Products..... 67

**ARTICLE 32 DURATION**

Section 1: Length of Contract ..... 68  
Section 2: Amendment/Modification..... 68

**WITNESS SIGNATURES**

..... 68

**APPENDIX A SALARY SCHEDULE**

..... 69

**APPENDIX B PROMOTIONS**

Section 1: Definition ..... 70  
Section 2: Posting ..... 70  
Section 3: Program Weight..... 70  
Section 4: Roster ..... 70  
Section 5: Examination Period..... 70  
Section 6: Job Probation ..... 70  
Section 7: Notification ..... 71  
Section 8: Eligibility ..... 71  
Section 9: Written Examination..... 71  
Section 10: Assessment Center/Modified Assessment Center ..... 71  
Section 11: Oral Board..... 72  
Section 12: Exam Procedure..... 72  
Section 13: Promotional Process for the Classification of Captain and Chief Deputy..... 72

**APPENDIX C – DRUG AND ALCOHOL TESTING POLICY**

..... 73

**SETTLEMENT**

..... 78

**AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the EATON COUNTY BOARD OF COMMISSIONERS, and the SHERIFF OF EATON COUNTY, together hereinafter called the "Employer", and the CAPITOL CITY LABOR PROGRAM, INC., COMMAND OFFICERS' DIVISION, EATON COUNTY SHERIFF DEPARTMENT, hereinafter called the "Union."

**WITNESSETH**

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 and of Act 336, Public Acts of 1947, as amended, the parties hereto have engaged into collective bargaining with respect to the salaries, hours of work, and other conditions of employment for the employees in the job classifications of Corrections Sergeant, Corrections Lieutenant, Sergeant, Lieutenant, Captain, and Chief Deputy, and have agreed as follows:

**ARTICLE 1**  
**RECOGNITION**

Section 1. Collective Bargaining Unit. The Employer agrees that during the life of this Agreement it will not recognize any organization other than the Union as the collective bargaining agent for the employees occupying, or who may, during the life of this Agreement, occupy, any of the job classifications set forth in Appendix "A" attached hereto.

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



**ARTICLE 2**  
**BARGAINING COMMITTEE**

Section 1. Bargaining Committee. The Employer agrees to recognize not more than three (3) individuals designated as the Bargaining Committee, which shall include the President and Division Director of the Union. The Bargaining Committee members shall be permanent employees in the bargaining unit and shall have been employed in the unit for at least one (1) full year. The Union retains the right to have up to two (2) non-employee representatives.

The Union shall furnish the Board, in writing, a list of its designated Bargaining Committee.

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

**ARTICLE 3**  
**UNION SECURITY AND CHECKOFF**

Section 1. Checkoff. The Employer agrees to deduct the Union's dues from the wages of each individual employee in the bargaining unit who voluntarily becomes a member of the Union, subject to the following subsections:

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

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

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

(d) The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer's Controller within four (4) calendar weeks after the remittance is sent of its belief, with reasons stated therefore, that the remittance is not correct.

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

initial dues or representation fees deduction as well as any change in said dues or representation fees deductions.

Section 2. Refunds. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or By-Laws, refunds to the employee will be the sole responsibility of the Union and will be made promptly by the Union.

Section 3. Save Harmless. The Union agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits or any form of liability to anyone arising out of any of the provisions of this Article, including deduction from any employee's pay of Union dues and/or representation fees, and also including anything done in reliance on any list, notice, certification, or authorization furnished under this Article. The Union assumes full responsibility for the disposition deductions so made once they have been sent to the Union.

**ARTICLE 4**  
**RIGHTS OF THE BOARD AND THE SHERIFF**

Section 1. Management Rights. The management of the business of the Sheriff's Department is vested exclusively in the County and the Sheriff, and they reserve to them all management functions including full and exclusive control of the content of work and the direction and supervision of the operation of the Sheriff's Department business and of the employee of the County.

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

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

**ARTICLE 5**  
**SALARIES**

Effective October 1, 2017, up to and including September 30, 2020, the salary schedule set forth in Appendix "A" attached hereto and by this reference made a part hereof shall remain in full force and effect. In no event shall salaries of employees be reduced, unless agreed to by both parties or through collective bargaining. The Corrections Sergeant's salary rate shall be ninety seven percent (97%) of the Sergeant's Salary rate and the Corrections Lieutenant's salary rate shall be ninety seven percent (97%) of the Lieutenant's salary rate.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

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

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

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

Section 4. Forfeiture. In the event a grievance is not timely filed or advanced from one step of the grievance procedure to the next, the grievance will be considered as permanently denied or settled on the basis of the Employer's last answer. Failure of the Employer to respond to a grievance, at any stage, within the time limits specified, shall be considered a denial of the grievance and the grievance may be processed to the next step, including arbitration, provided the grievance is advanced timely from the last day that the Employer's answer was due.

Section 5. Day Defined. Whenever "day" is used, it shall mean the weekdays of Monday through Friday, inclusive except for scheduled holidays, which shall be excluded. A day shall constitute an entire twenty-four (24) hour period.

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

Section 7. Steps of the Grievance Procedure:

STEP 1: The aggrieved employee and/or Union, shall submit any grievance in writing to the Sheriff or his designee within eight (8) days after the grievance might reasonably have become known to exist.

The Sheriff or his designee shall schedule and hold a meeting or give a written answer to the grievant and/or Union within five (5) days of his receipt of the complaint. If a meeting is held, the answer is due within five (5) days after the date of the meeting.

STEP 2: This Step of the Grievance Procedure shall not apply to grievances contesting disciplinary action. If the answer of the Sheriff and/or his designee in Step 1 is unsatisfactory to the grievant and/or the Union, and the grievance does not contest disciplinary action, the Union may, within three (3) days of receiving the answer in Step 1, and not thereafter, advance the grievance, in writing, to the Grievance Board.

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

The Grievance Board shall meet within fourteen (14) days, of the receipt of the grievance at Step 2. Both the Employer and Union retain the right to be represented by an outside representative at the Grievance Board.

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

STEP 3: ARBITRATION. If the answer of the Grievance Board in Step 2 is unsatisfactory, or the answer of the Sheriff or his designee in Step 1 is unsatisfactory in a grievance

contesting disciplinary action, and the Union wishes to carry the grievance further it must, within thirty (30) days notify the Employer, in writing, that it elects to take the matter to arbitration and simultaneously advance the matter to arbitration under the rules of the American Arbitration Association.

(a) The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement, or the Rules and Regulations of the Sheriff's Department.

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

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

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

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

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

(g) Only one grievance shall be presented to an arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same arbitrator.



**ARTICLE 7**  
**DISCIPLINARY ACTION**

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

Section 2. Charges. After the appropriate investigation has been completed, any charges resulting in such discipline or discharge shall be reduced to writing and a copy shall be furnished to the employee against whom the charges are brought. A copy of discipline shall also be furnished to the Division President. Such discipline shall include, and is not limited to, counseling and written warnings. Such discipline shall be maintained by the Division President in a confidential file and only be used for official Union business.

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

Section 4. Statements. No employee shall be required to make any statements concerning the alleged offense prior to consultation with a Union representative; provided that a statement may be required within twenty-four (24) hours (one day) of the request for a statement.

Any employee who is to be questioned shall be permitted Union representation by a Union representative during questioning and may be granted up to twenty-four (24) hours (one day) to arrange for such representation. After such time, the questioning may take place, with or without representation.

Section 5. Representation. At the time the discipline is imposed, the employee, whom the charges have been made against, may be represented by a Union representative.

Section 6. Past Infractions. In imposing any discipline on a current charge, the Employer will not base his decision upon any prior Class I or Class II offenses which occurred more than one year previously or any prior Class III offenses which occurred more than two (2) years previously unless directly related to the current charge.

Section 7. Discipline Absolute. If an employee who is disciplined fails to file a grievance within the time specified in the Grievance Procedure or if, upon the hearing of his grievance, is found to have been properly disciplined then his discipline shall be absolute as of the date of his discipline.

Section 8. Back Wages. If it is found that the employee should not have been disciplined, or that the penalty assessed him was too severe, then the employee's grievance shall be settled as determined by the Employer and the Union, and the employee's payroll and personnel records shall be adjusted accordingly. If the employee is exonerated of the charges causing the suspension, he shall be compensated for all back wages due to the suspension. Such wages shall be based on regular base pay hours and not include overtime.

Section 9. Just Cause. All disciplinary action will be for just cause.

Section 10. Personnel Files. The employee shall have the right to review his personnel file at any reasonable time and may place written statements in his personnel file pursuant to Act 337, Public Acts of 1978, and as amended.

Section 11. Suspension. The Sheriff reserves the right to suspend employees. This suspension may take the form of a suspension from regular duties and temporary assignment to other duties, suspension from all duties with pay, or suspension from all duties without pay. Prior to the resolution of a disciplinary case at the departmental level suspension without pay will only be used in cases where the Sheriff, within his sole discretion, feels the circumstances are of a serious nature.

**ARTICLE 8**  
**HOURS OF WORK AND OVERTIME**

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

- (a) To schedule the work of unit employees to meet the needs of the Sheriff's Department. General schedules will be posted at least twenty-eight (28) days in advance.
- (b) To establish shift starting and quitting times. The Union will be notified in advance of general changes in starting and quitting times.
- (c) To change the number of hours which comprise the normal workday or shift, and the number of days or shifts which comprise the normal workweek, including the right to change the number of days off during any particular period of time.
- (d) To require overtime work.
- (e) To schedule on a biweekly basis, i.e., eighty (80) hours of work in a two-week period.

Section 2. Schedules of Work.

- (a) Employees will be given reasonable notice of any individual shift changes.
- (b) Employees will not be regularly scheduled with less than ten (10) hours between shifts. If an employee is ordered to work a schedule with less than ten (10) hours between shifts, in violation of the intent of the above sentence, he shall be paid time and one half for such hours between shifts.

Section 3. Pass Days.

- (a) Employees receive pass days in lieu of weekends off. In a calendar year there are fifty-two (52) Saturdays and fifty-two (52) Sundays for a total of one hundred four (104) weekend days. Additionally, there are twelve (12) holidays recognized in this contract. This is a total of one hundred sixteen (116) days which an employee who works a Monday - Friday schedule would

normally be off work each year. The Sheriff's right in Section 1 to change work schedules is expressly limited to schedules which normally allow a total of at least one hundred sixteen (116) days off per year. Permissible examples, assuming twelve (12) holidays (this list is not all inclusive):

- (1) Five (5) workdays per week plus the twelve (12) credited holidays as recognized in Article 13, Section 1. The workday shall be eight (8) hours (a one-hour unpaid meal period shall be allowed near the middle of the scheduled work shift). A one-half hour paid meal period may be granted by the Employer, for any employee working on a continuous assignment. A one-half hour paid meal period will be provided for an employee working a modified 5 - 2 schedule (other than Monday through Friday).
- (2) Four (4) ten-hour days and three (3) days off with no credited holidays. The workday shall be ten (10) hours including a one-half hour paid meal period.
- (3) Six (6) twelve-hour work days, one eight-hour work day and seven days off per pay period with no extra time off for holidays. Whether the workday is twelve hours or eight hours, the meal period shall be one-half hour which shall be a paid meal period.
  - (b) The preceding paragraph (a) is subject to the minimum requirement that each employee shall receive eight (8) pass days (i.e. days off) during each twenty-eight (28) day pay period.
  - (c) The preceding paragraph (a) is also subject to the requirement that no employee shall be regularly scheduled for more than twelve (12) hours per day.

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

Section 4. Lunch Periods and Rest Breaks. Members of the bargaining unit shall receive two (2) fifteen (15) minute paid rest breaks and a lunch break during each scheduled workday subject to the provisions of (3)(a)(1) and (3)(a)(2). The Employer and the employee both recognize that due to the demands and responsibilities of the assignment, it is not always possible to take the rest breaks and lunch period at a convenient or set time. However, members are encouraged to take their rest breaks and lunch periods when possible.

Employees will take their rest breaks and paid lunch periods in the employees' assigned work area (patrol area, jail building, etc.). Rest breaks and lunch periods not taken will not accumulate.

Employees assigned to a 5 - 2 schedule (Monday through Friday) may combine their two (2) fifteen (15) minute rest breaks. Such combined rest breaks as well as the one-hour unpaid lunch may be taken away from the employee's assigned work area.

Section 5. Overtime. An employee covered by this Agreement who is required by the Department to work time in excess of his regular scheduled hours in any scheduled pay period shall receive additional pay at the rate of time and one half (1 1/2) his hourly rate (salary divided by 2,080 hours) for all such hours.

(a) Nothing herein shall prohibit the employee from electing to accept compensatory time off in lieu of overtime pay which is also earned at the rate of one and one-half times (1 1/2) the hours worked, except Court time shall be compensated for by overtime payment exclusively.

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

(c) Such compensatory time may be accumulated to a maximum of one hundred sixty hours (160). Accumulated compensatory time may be paid to an employee, minimum of forty (40) hours, upon written request by the employee. Such written request must be received by the Employer at least two (2) weeks prior to the appropriate pay period. Payment to the employee under this provision may not occur more than once in any calendar quarter (January – March; April – June; July – September; October – December).

Section 6. Assignment to the Investigation Section. Assignment to the Investigation Section is a lateral move within the Sheriff's Department and done at the discretion of the Sheriff. Employees in the classification of Deputy Sheriff who are assigned to the Investigation Section are eligible for overtime as described in this Article.

Section 7. Pyramiding of Overtime. Overtime shall not be pyramided.

Section 8. Court Time. Any employee of the bargaining unit who is required to attend court or appear before a Commission during off duty time, which results in them working in excess of the regular workday or in excess of eighty (80) hours in a biweekly pay period, will be considered on duty and will be paid overtime under the following circumstances.

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

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

Section 9. Changes in Workweek/Workday. All changes, pursuant to Section 1 (c) in the workweek or workday or any change involving a combination of the length of workday or workweek will be discussed with the Union before the change is implemented.

Section 10. Call Back. If an employee is called back to work (including court time) during scheduled off duty time, he will be compensated for a minimum of two (2) hours in which case he shall be paid for all hours or portion thereof worked. Provisions of this Section are not applicable when call back works into the start of an employee's regular shift. In this case, overtime will be paid.

Section 11. Authorization of Overtime/Call Back. Overtime and call back must be authorized by the Employer or its designated representative before it will be paid.

Section 12. Layoff in Lieu of Reduced Hours. An average of forty (40) hours of work per week shall be maintained if possible. If necessary, junior employees will be laid off so that senior employees may maintain an average of forty (40) hours of work per week unless agreement to the contrary is reached by a special conference, which may be initiated by either party.

**ARTICLE 9**  
**SENIORITY**

Section 1. Definition. Seniority is defined as continuous length of service with the Employer from date of last hire. It shall equal the time actually spent on the active payroll, plus approved leaves of absence, unless otherwise provided in this Agreement. A permanent full-time employee will begin to accumulate seniority upon the expiration of his probationary period, at which time his name will be placed on the seniority list as of his last date of hire as a full-time employee of the Department.

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

Section 3. Promotional Procedure. The parties have agreed to a promotional procedure described more fully in Appendix "B", which is incorporated herein by reference.

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

- (a) By quit or discharge for cause.
- (b) Failure to return to work upon recall from a layoff.
- (c) Failure to return to work at the expiration of a leave of absence.
- (d) Laid off for more than two (2) years or the length of his seniority, whichever is less.
- (e) Retirement.

The seniority of an employee that has been lost under the above provisions may be restored in full or in part by mutual agreement between the Sheriff, the employee and the Union.

Section 5. Seniority Employees Transferred or Promoted Outside the Bargaining Unit. If an employee is transferred or promoted to a position in the Sheriff's Department which is not included in the unit covered hereby and he is thereafter transferred again to any position within



such unit, he shall be deemed to have accumulated seniority while working in the position to which he was transferred. Upon returning, the employee shall be assigned to the rank he originally held prior to the transfer, seniority permitting. An employee who fills the position vacated by the transferred employee shall return to his former rank upon the return of the transferred employee, seniority permitting.

Section 6. Same Seniority Date. As between two (2) or more employees who have the same date of hire within a rank, the employee with the longer seniority within the Department shall be deemed senior within rank. If both date of rank and seniority within the Department are the same, then seniority shall be determined by the drawing of lots.

Section 7. Temporary Assignments. Any employee assigned by the Sheriff to perform the duties of a higher-ranking officer for a period in excess of fifteen (15) calendar days shall be paid at the rate of pay applicable to the position involved. The increased pay rate shall commence on the first day after the employee has held the assignment for fifteen (15) calendar days and shall continue until the employee is reassigned to his or her normal (or another) lower ranking position. The Sheriff shall make assignments to temporary vacancies in higher positions based on all appropriate factors, one of which shall be seniority. When, in the opinion of the Sheriff, the vacancy is no longer temporary, but permanent, he shall follow the Rules and Regulations currently used by the Sheriff's Department to fill the permanent vacancy.

Section 8. Resignations. The Employer, the Union, and its members, recognize that due to the demands and responsibilities of the Command Officer assignments, that Command Officers who desire to terminate their employment with the Employer, should give at least four (4) weeks written notice of termination of employment to the Employer.

**ARTICLE 10**  
**LAYOFF AND RECALL**

Section 1. Order of Layoff. When the Sheriff determines that layoffs are necessary due to reduced finances, reduced workload, or programmatic changes, he shall lay off employees according to which program area of the Department can best afford the reduction in personnel. Any laid off employee shall then have the option of bumping an employee of less seniority within the same classification/or agreeing to the layoff. If the laid off employee has the lowest seniority within the classification, he may bump into the next lower classification (See appendix A). Such bumping shall continue in the manner described until the least senior employee in the unit is laid off. An employee who is bumped is considered laid off for the purpose of this article.

Bumping shall occur according to seniority in classification. For this purpose, an employee's seniority in any given classification shall be determined by the time elapsed since promotion to that classification, including all time served in higher classifications. Any employee utilizing the displacement rights provided by this Article and subsections thereof, must be able to perform the required work. (It is understood by the parties that the individual must meet the minimum qualifications for said position). If a laid off employee (in any classification) does not meet the minimum qualifications at the time of layoff to allow him to exercise his bumping rights, but subsequently takes the necessary steps through training, etc., to meet those minimum qualifications, he may at the conclusion of the necessary training, etc., exercise his bumping rights. An employee who has bumped into a new position shall be removed from that position and re-enter the bumping system if he has not demonstrated an ability to perform the new duties satisfactorily within thirty (30) days.

If an employee is, by exercise of his seniority, unable to displace anyone in the unit, he may utilize departmental seniority to displace an employee with less departmental seniority in the Non-Supervisory Unit pursuant to Article 9, Section 7, of that collective bargaining Agreement.

Section 2. Notice of Layoff. The Employer shall give written notice to the employee and Union of any proposed layoff. Such notice shall be submitted at least two (2) calendar weeks before the effective date thereof unless there are circumstances which do not allow such advance notice.

Section 3. Recall Procedure. When the working force is increased after a layoff, employees will be recalled in inverse order of layoff, within their classification. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report for work within one (1) week from date of receipt of notice of recall, he shall be considered to have quit. It shall be the responsibility of the employee to make the Employer aware of their current address.

Section 4. Reinstatement. When applicable positions become available, any employee demoted or laid off from the bargaining unit shall be reinstated to the rank held prior to the demotion or layoff without being required to take a promotional examination. No new promotions shall be made to any applicable rank until all such employees have been reinstated, have refused promotion, or have quit.

Section 5. Voluntary Layoff.

(a) In the event of layoffs, the Employer shall post the anticipated duration and number of employees to be subject to layoff for the purpose of determining whether any employees in the bargaining unit desire to participate in a voluntary layoff by signing the posting. In the event the number of employees indicating a willingness to participate in a voluntary layoff exceeds the

number of positions subject to layoff, the Employer shall grant the requests on the basis of seniority; affording to the most senior employee the first option.

(b) Voluntary layoffs shall be subject to the approval of the Sheriff or his Designee based on the operational needs of the Department. An employee(s) who is approved for voluntary layoff shall not be able to exercise the bumping provisions described in this Article, unless the period of layoff exceeds the periods described in the posting.

(c) The Employer retains the right to call the voluntary layoff employee back to work with two (2) weeks' notice at any time prior to the expiration of the voluntary layoff, subject to the operational needs of the Department. Should the employee decline to return to work, his employment shall be terminated.

(d) If an employee should volunteer for such layoff for the time specified by the Employer, and the layoff should extend beyond the time period so specified, the employee(s) in question shall be recalled and, if layoffs are still necessary, they will proceed in the manner outlined above. The voluntary layoff employee subject to recall may notify the Employer at that time that he does not wish to return to work, and will be terminated from employment.

(e) If the Employer does not secure any layoff by voluntary action, or if the number of volunteers for layoff status does not equal the number of positions subject to layoff, the provisions of Section 1, above, will be applicable.

(f) Employees that are placed upon layoff status as volunteers will be subject to the provisions of Article 9, Sections 1 and 5, regarding seniority, and Article 16, Section 6, regarding insurance benefits.

**ARTICLE 11**  
**UNPAID LEAVES OF ABSENCE AND SICK PAY**

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

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

Section 3. Other Leaves. Leaves for sickness, disability, or injury of an employee other than those governed by Worker's Compensation or covered under the Employer's sickness and accident program may be granted upon receipt of notice by the Sheriff and will be for a fixed period with the obligation on the employee to report any change of conditions or request a continuation.

Employees requesting such leave, or continuation of same, within reasonable limits may be requested to present a supporting certificate of a physician. An employee returning from such a leave may be required to pass a physical examination given by a physician approved by the Sheriff.

Section 4. Sick Pay.

(a) Current Employees

i) All full-time unit employees shall be eligible to accumulate sick leave hours at the rate of 2.0 hours for each completed 80 hours of service. Hours worked in excess of 80 hours in a biweekly pay period shall not be counted. Any sick leave hours accumulated in excess of five hundred (500) hours shall be compensated for to the employee at their current rate of pay. Such compensation will be made on the first pay day in December.

ii) Upon retirement or separation from employment with the Department, an employee shall be paid for their unused sick leave hours. In the event of the death of an employee, the designated beneficiary shall receive their unused sick leave hours in a lump sum payment. The amount for each such hour being paid for will be based upon the employee's most recent rate, or an average of their most recent five (5) year pay rate, whichever is higher.

(b) Employees Promoted into the Unit after January 1, 2004. Employees from the Department promoted to a position in the Unit shall be eligible to earn sick leave immediately.

i) Employees Hired Prior to January 1, 1990. All full-time unit employees shall be eligible to accumulate sick leave hours at the rate of 3.0 hours for each completed 80 hours of service. Hours worked in excess of 80 hours in a biweekly pay period shall not be counted. Any sick leave hours accumulated in excess of five hundred (500) hours shall be compensated for to the employee at their current rate of pay. Such compensation will be made on the first pay in December.

Upon retirement or separation from employment with the Department, an employee shall be paid for only seventy-five percent (75%) of their accumulated sick leave hours. In

the event of the death of an employee, the designated beneficiary shall receive seventy five percent (75%) of their unused sick leave hours in a lump sum payment. The amount for each such hour being paid for will be based upon the employee's most recent rate, or an average of their most recent five (5) year pay rate, whichever is higher.

ii) Employees Hired After January 1, 1990. All full-time unit employees shall be eligible to accumulate sick leave hours at the rate of 3.0 hours for each completed 80 hours of service. Hours worked in excess of 80 hours in a biweekly pay period shall not be counted. Any sick leave hours accumulated in excess of five hundred (500) hours shall be compensated for to the employee at their current rate of pay. Such compensation will be made on the first pay day in December.

Any employee who retires and is immediately eligible for retirement benefits as defined by the Municipal Employees' Retirement System shall be paid for only fifty percent (50%) of their accumulated sick leave hours. In the event of the death of an employee, the designated beneficiary shall receive fifty percent (50%) of their unused sick leave hours in a lump sum payment. The amount for each such hour being paid for will be based upon the employee's most recent rate, or an average of their most recent five (5) year pay rate, whichever is higher.

(c) Critical Illness in Family. It is understood that accumulated sick leave may be used in cases of critical illness in an employee's immediate family for a period of three (3) days or less. "Immediate Family" is defined as the spouse, child, brother, sister, parents or grandparents of the employee or the employee's spouse. An employee who uses sick leave days for any such critical illness shall notify the Sheriff in advance of taking such leave and shall upon request furnish reasonable proof of the necessity of such leave.

(d) Sick leave shall not run concurrently with vacation leave and no sick leave shall be taken as vacation leave.

(e) It is clearly understood that sick leave days are meant to compensate employees who are off work because of a bona fide critical illness in the immediate family. The Employer shall not be required to pay sick pay benefits to employees who violate this understanding and such employees will be disciplined up to and including discharge.

(f) Except as provided otherwise in this Article, an employee excused from work under this Article shall receive sick pay for the number of regularly scheduled hours per day according to the work schedule the employee is assigned to at the time the sick day is used. Sick time shall not be used in less than one half (1/2) hour increments.

(g) An Employer may require verification, including a physician's certificate to verify the necessity of sick leave and/or to verify that an employee is able to return to work. It shall be the employee's responsibility to pay any costs associated with this verification.

(h) If an officer is killed in the line of duty, his designated beneficiary or estate will be paid for 100% of all of his/her sick hours accumulated but not used at the time of death.

Section 5. Leave for Union Meetings. Employees who want to attend meetings of the Union shall be allowed time off without pay to attend such meetings, subject to the following guidelines:

- (a) Only two (2) employees may be gone at any one time.
- (b) No employee may be gone more than three (3) days in any calendar year, and
- (c) The combined total of all leave days for all employees shall not exceed six (6) days per calendar year.



Section 6. Family and Medical Leave. The Family and Medical Leave Act requires those Employers with 50 or more employees to allow employees to take an unpaid leave of absence for up to 12 weeks (and under certain circumstances for up to 26 weeks) per calendar year. The leave may be taken for the birth of a child, placement of a foster care child in the employee's home, adoption of a child; to care for a seriously ill immediate family member; for the employee's own serious health condition; to address certain qualifying exigencies permitted when the employee's spouse, son, daughter, or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation; or to care for a member of the Armed Forces (including the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list. Immediate family members include child, spouse or parents. During an FMLA leave, the employee may not obtain any employment he or she did not have immediately before the commencement of the leave.

The employee must have worked the 12 months prior to the request for unpaid leave and must have worked at least 1250 hours in that 12-month period to qualify for this unpaid leave of absence. The employee is required to give a 30-day notice of their intent to use the leave, whenever foreseeable. The proper forms may be obtained from the Employer. In the event that the leave is being requested for the care of an immediate family member, it will be required to have a physician's statement certifying the necessity for such leave. In the event that the leave is for the birth of a child, any time off under the County's Short-Term Disability Plan is included as part of the 12 weeks allowed under the Family and Medical Leave Act.

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

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

**ARTICLE 12**  
**BEREAVEMENT PAY**

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

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

Section 2. Compensation. An employee excused from work under this Article shall receive the amount of wages he would have earned by working during straight-time hours on such scheduled days of work for which he is excused.

Section 3. Intent. Bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of his immediate family (as defined in this Article). Time off will be granted only when it is consistent with this purpose.

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

**ARTICLE 13**  
**HOLIDAY PAY**

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

|                             |                        |
|-----------------------------|------------------------|
| New Year's Day              | Labor Day              |
| Martin Luther King, Jr. Day | Veteran's Day          |
| President's Day             | Thanksgiving Day       |
| Easter                      | Day after Thanksgiving |
| Memorial Day                | Christmas Eve          |
| Independence Day            | Christmas Day          |

The above holidays shall be observed on their traditional date of celebration by employees covered under this Agreement.

Section 2. Ten-Hour Schedule/Twelve-Hour Schedule. Employees covered by this Agreement scheduled pursuant to Article 8, Section 3(a)(2) and Section 3(a)(3) shall receive two (2) times his regular pay for all hours worked on the above holidays if they are required to work, and in fact do work, on such holiday.

Section 3. Five and Two Schedule. (a) Employees scheduled to work a five and two schedule as defined in Article 8, Section 3, Subsection (a), paragraph 1, will be credited with twelve (12) holidays on January 1 of each calendar year. These days will be taken off at a mutually agreeable time between the Employer and the employee.

(b) Credited holidays as defined in Section 3 above, may not be carried over into the following calendar year. Any unused credited holidays, not used by December 31, of the calendar year when credited, will be forfeited.

(c) i) If an employee is scheduled to work a holiday as listed in Section 1, that employee may elect to use one of his twelve credited holidays in lieu of working.

ii) If an employee elects to work a regularly scheduled holiday, in lieu of taking the day off, he will work for straight time wages only.

iii) If an employee is not scheduled to work on a holiday, but is required to work, he shall not be required to use one of his credited holidays and will receive time and one half (1 1/2) times his rate of pay for all hours worked.

(d) Any individual who leaves employment with the County forfeits their unused credited holidays. If the number of unused credited holidays (as defined in Section 1 of this Article) at the time of separation is less than the actual number of holidays left in that calendar year, the difference shall be deducted from the employee's other accumulated leave total prior to payout.

Section 4. Compensation for Callback/Holiday Worked.

(a) Four and Three Schedule. An employee who is scheduled off on a holiday or is called in to work because of an emergency, or required to work by the Employer, will receive two (2) times his regular pay for all hours worked. The minimum of two (2) hours pay as provided for in Article 8, Section 11, will be applied in the event that the employee does not work beyond two (2) hours.

(b) Five and Two Schedule.

i) An employee who is called in to work by the Employer on a day which the employee has taken off as a credited holiday, pursuant to Section 3, (a) above, shall be required to use one of his credited holidays and shall receive time and one half (1 1/2) times his rate of pay for all hours worked.

ii) An employee who is called in to work by the Employer on a holiday upon which the employee has already elected to work a full shift shall receive time and one half (1 1/2) times his rate of pay for all overtime hours worked beyond his normal shift.

iii) An employee who is called in to work by the Employer on a holiday which is a pass day, shall receive time and one half (1-1/2) times his rate of pay for all hours worked.

iv) The minimum of two (2) hours pay as provided for in Article 8, Section 11, will be applied in the event that the employee does not work beyond two (2) hours.

Section 5. Transfer from Four and Three Schedule to a Five and Two Schedule. Any employee transferred from a four and three schedule to a five and two schedule during the calendar year, will have credited to his account the amount of holiday bonus days, as there are remaining holidays for the calendar year. The employee will then have to comply with Section 3 above.

Section 6. Transfer from Five and Two Schedule to a Four and Three Schedule. Any employee transferred from a five and two work schedule to a four and three work schedule during the calendar year, will forfeit any remaining credited holidays that are currently banked. The number of days forfeited back to the Employer shall not exceed the amount of holidays as listed in Section 1 that are remaining in the calendar year.

Section 7. Eligibility. In order to qualify for such holiday pay, each employee must work the full number of scheduled work hours on his last scheduled workday prior to each such holiday and the full number of scheduled work hours on his first scheduled workday after each such holiday.

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

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

Section 8. Scheduled But Fails to Work. If an employee is scheduled to work on a holiday but fails to report for work, he shall forfeit his holiday pay.

**ARTICLE 14**  
**PERSONAL LEAVE DAYS**

Section 1. Number. (a) Personal. All employees shall be eligible for four (4) personal leave days per calendar year.

Section 2. Advance Notice. An employee must request a personal leave day at least one (1) week in advance except in emergencies and, if the needs of the Employer will permit, it shall be granted on a first request basis. If the needs of the Employer do not permit it, the employee shall select another day.

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

**ARTICLE 15**  
**VACATIONS**

Section 1. Hours Earned Each Payroll. Employees shall earn vacation with pay according to the following schedule:

| <u>Seniority</u>  | <u>Hours Earned Each<br/>Payroll Period (80 Hrs.)<br/>of Paid Service</u> |
|-------------------|---|
| 0 through 4 years | 3.1 hours = (2 wks/yr) = 80 hrs.  |
| 5 through 9 years | 4.6 hours = (3 wks/yr) = 120 hrs.   |
| 10 years or more  | 6.2 hours = (4 wks/yr) = 160 hrs.   |

After an employee has completed 4 years of employment, at the beginning of his 5<sup>th</sup> year, he will accrue 4.6 hours per pay period.

After an employee has completed 9 years of employment, at the beginning of his 10<sup>th</sup> year, he will accrue 6.2 hours per pay period.

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

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

Section 3. Maximum Accumulation/Separation. Vacation credits may be accumulated to a maximum of one hundred and sixty (160) hours (two hundred and forty (240) hours for employees hired after January 1, 1990 and promoted after January 1, 2004). Upon retirement or separation from employment with the Department, an employee shall be paid for their unused vacation hours, up to a maximum payout of no more than one hundred and sixty (160) hours (two hundred and forty (240) hours for employees hired after January 1, 1990 and promoted after January 1, 2004). In the event of the death of an employee, their designated beneficiary shall receive their unused vacation hours in a lump sum payment. The amount for each such hour being



paid for will be based upon the employee's most recent rate, or an average of their most recent five (5) year pay rate, whichever is higher.

Section 4. Scheduling. Vacations will be scheduled by the Employer at mutually convenient times subject to the need for having particular employees on particular jobs at particular times. Seniority will be honored, to the extent possible, in making employee requirements for particular vacation periods, but seniority shall defer, when necessary, to the Employer's needs. It is expressly understood that employees with more than two (2) weeks of vacation credits may be required to postpone the taking of more than two (2) weeks until other vacation requests are satisfied. Scheduling shall be arranged on or before a vacation posting date to be mutually determined by the parties.

Section 5. Method of Taking. Vacation hours shall be paid time off and vacation shall be taken in increments of one hour or more. Such time off must be scheduled with the prior approval of the Employer.

Section 6. Combining Calendar Years. Vacations in different vacation years may not be scheduled back-to-back without written approval of the Employer.

**ARTICLE 16**  
**INSURANCE AND PENSION BENEFITS**

Section 1. Health Insurance. – Current Employees.

(a) Coverage. The Employer shall continue to provide health insurance for each employee and his family. Coverage for promoted employees shall be continuous following their promotion. Coverage ends upon an employee's separation from employment.

All eligible regular full-time employees shall be covered by a health insurance plan, which is currently the Blue Cross and Blue Shield of Michigan Community Blue 12 Plan, as attached hereto as Appendix C, in which the employee shall be automatically enrolled unless he or she elects the Blue Cross/Blue Shield Community Blue 6 Plan as set forth below.

The County shall offer as an option, the Blue Cross/Blue Shield Community Blue 6 Plan.

This section of the contract shall be re-opened for negotiations for the 2020 medical benefit plan year.

In addition, effective with the 2019 medical benefit plan year, the County will cover the cost of maintaining the current optical insurance.

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

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

(b) Premiums. The Board may take any action in compliance with Michigan Public Act 152 of 2011, and payroll deductions are authorized for this purpose. In the event that PA 152 is repealed or declared unconstitutional or legally not effective by a court or administrative agency of competent jurisdiction, employees taking health insurance through the Employer shall contribute by payroll deduction, on a monthly basis, 20.00% of the cost of such insurance (as determined by illustrative rates).

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

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

An employee losing health insurance coverage from another source shall notify the County Personnel Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following alternate coverage. No pre-existing condition requirement has to be met in this situation. The employee shall be paid through the month in which they were covered under the waiver. Payment to be made the first payday of the month following coverage.

The employer agrees to provide for the continuation of health insurance on the same terms and conditions as applicable to members of the bargaining unit for the spouse and dependent (to the maximum age of 26) of a bargaining unit member killed in the line of duty for a period of five (5) years after the death of the bargaining unit member or, to the extent permitted by law, until another health insurance plan that is similar becomes available from another source.

Opt-out payments will also be conditioned upon compliance with the requirements of the Affordable Care Act for eligible opt-out plans.

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

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

1. Has twenty-five (25) years of Municipal Employees Retirement System (MERS) service credit with Eaton County (prior to military service time or any other type of MERS service credit purchased before October 1, 1998 in accordance with policy can be included in the 25-year requirement); and is

at least fifty-five (55) years of age; and has not had any lapse in group health coverage.

2. Is retired due to duty disability as determined by MERS, or
3. Is an employee who retires with twenty-five (25) years of service (as defined in (a) (1) above); and has not attained the age of (55) and who maintains group health coverage. When said employee reaches age 55, he becomes eligible for the Employer's paid group health coverage as provided herein, provided, the employee can document continuous group health coverage from the date of retirement.

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

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

(c) Alternate Coverage. An eligible retiree, past or present whose spouse has comparable group health insurance coverage from another source must secure coverage for the spouse from that group. The comparable coverage must also cost the spouse less than \$600.00

annually (\$900.00 effective January 1, 2009). (This amount shall be \$1,200 for those eligible retirees who retire on or after January 1, 2011). The spouse may then be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be comparable to the coverage provided by the Employer.

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

(d) Spouse Coverage. An eligible employee may include health insurance coverage for his spouse under the following conditions:

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

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

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

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

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

(6) The Employer will be responsible for the entire premium payments made thereafter. An employee whose spouse is not immediately covered from the date of the employee's eligibility for paid health insurance because of alternate coverage as specified in (c) above, and who subsequently becomes eligible shall enter the Employer's payment schedule based on the date of the employee's eligibility for paid health insurance.

In the event of the employee's death, the spouse (at the time of retirement) may continue coverage as described in this Section at the Employer's expense.

An employee who retires, and has never had more than single coverage during his employment with the County is eligible to have the County pay for spouse coverage if they marry (one time).

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

(e) Any employee who retires and is eligible for health insurance coverage with the Employer's health insurance Plan may, at the employee's option, purchase that insurance for any person, determined by the plan to be an eligible "dependent". The difference in premium to cover this dependent will be paid in full by the employee. In the event of the death of the employee, the spouse may choose to continue coverage for an eligible dependent as long as that dependent maintains that status. This additional premium will be paid in full by the spouse of the deceased employee.

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

(g) Payment in Lieu of Coverage. An eligible retiree as of January 1 of any year, who is eligible for health insurance via another source and who executes an affidavit to that effect may elect not to be covered by the health insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A waiver agreement drafted by the County shall be executed by the retiree. In the event the retiree elects to forego health insurance, the County shall pay an amount up to twelve hundred dollars (\$1,200.00) directly to the retiree as taxable compensation. The payment shall be made on an annual basis, as soon as possible after the end of the calendar year. A retiree is eligible for full payment if they have been eligible for County paid health insurance for the prior twelve (12) month period and a new retiree is eligible for a pro-rated payment if they are eligible for County paid health insurance and have retired within the preceding twelve (12) month period.

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

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



coverage. No pre-existing condition requirement has to be met in this situation. The retiree shall be paid a pro-rated payment. Said payment shall be based on the number of months of full-time service credited to a retiree from the preceding January 1. Payment shall be made as soon as possible after the end of the calendar year.

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

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

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

Section 3. Health Insurance – Retirees – Employees Hired after April 1, 2007. Any employee hired after April 1, 2007, will not be eligible for County paid retiree health insurance. The County has established a Health Care Savings Program (HCSP) through the Municipal Employees Retirement System (MERS). Employees will be required to contribute 1% of their salary into their HCSP, which will be a pre-tax deduction. In addition, the County will contribute

an amount equal to 2% of the employee's salary into their HCSP. An employee is also able to contribute an additional portion of their salary into the HCSP over and above the mandatory 1%, up to 10%, which will also be a pre-tax deduction. The County will match the additional contribution by the employee for any amount over 2% and up to 4%.

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

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

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

Section 4. Dental Insurance. (a) Coverage. All employees and their families shall be covered by a Dental Plan. Dental services will be provided with the employee paying 50% of

claims and the Plan paying 50% of the claims up to a maximum of \$1,200 per covered person per year.

(b) Retirees' Dental Insurance. The Employer agrees to offer dental insurance to retirees upon retirement, if available through the County's current dental carrier. The cost of the coverage will be paid for by the employee.

Section 5. Life, Sickness and Accident Benefits.

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

(b) Sickness and Accident Insurance.

(i) Coverage. The County provides S & A insurance coverage for all regular full-time employees. The coverage will be applicable to non-work related disabilities (including pregnancies), as set forth in the Plan Document. If an employee fails to return to work or returns to work from a disability leave and resigns prior to the completion of ninety (90) days of employment they shall be required to reimburse the County for any disability benefits received during their leave, unless the reason for not returning or not completing the (90) day period is that the employee is eligible for another disability leave, workers' compensation or Family Medical Leave Act. During the time an employee is off of work on the Sickness and Accident Program, they shall have no employment that they did not have before the injury or illness which resulted in the claim for S & A benefits. The coverage shall provide the following:

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

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

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

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

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

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

(ii) Limited Duty. At times, an employee who has suffered a disability is physically able and qualified to perform limited duties while recuperating from such disability. Based upon the Employer's judgment relative to need, availability, costs and physical limitation, such employee may be utilized for limited duty. The employee may be assigned to work any shift as determined by the Employer.

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

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

Section 6. Life, Sickness, Dental and Health Insurance Premiums When on Unpaid Status.

An employee on an unpaid sick leave of sixty (60) calendar days or more, or an employee on layoff of thirty (30) calendar days or more, or off work and entitled to Workers' Compensation for fifty-two (52) weeks or more, shall pay full cost of life, sickness, dental and health insurance premiums.

Section 7. Insurance Coverage Changes. If an employee wishes to make any change to their health insurance coverage such as an addition of a dependent, deletion of a dependent, etc. the Employer must be notified, in writing within three (3) weeks of the occurrence. If the notice of the addition of dependents is not made within the three (3) week period, the addition will not be able to be effective until the next open enrollment period, which is January 1 of every year.

Section 8. Specimen Insurance Contracts. Specimen insurance contracts, including eligibility requirements and benefit schedules are available for inspection on request.

Section 9. Workers' Compensation Supplement.

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

After twenty-eight (28) days from the inception of medical care, an employee may treat with a physician of his own choice, but he must first notify the Personnel Office of the name of the physician and his intentions to treat with such physician.

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

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

(c) Limited Duty. At times, an employee who has suffered a work-related accident, injury, or illness is physically able and qualified to perform limited duties while recuperating from such accident, injury, or illness. Based upon the Department Head's judgment relative to need, availability, costs and physical limitations, such employee may be utilized for limited duty. Limited duty may also include part time work. The employee may be assigned to any shift, as determined by the Department Head.

Employees being considered for limited duty must present either a physician's statement of physical ability to perform limited duty or a medical examination report by the Employer's designated physician to the Department Head.

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

Section 10. Pension.

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

(b) Employees Contribution. The employees' contribution rate to their Retirement Plan shall be 16.5%.

(c) Benefit Programs 3.2% Multiplier and E-2. The plan for all unit employees shall be the 3.2% Multiplier Benefit Program (credited service at the time of termination of employment multiplied by 3.2% of final average compensation to a maximum of 80% of final average compensation). The employee computed contribution rate to support the 3.2% Multiplier Benefit Program is 4.9% as evidenced by the Settlement Agreement between the employer, the Union, and MERS dated December 18, 1997, which is hereby incorporated by reference.

The plan for all unit employees shall include Benefit Program E-2. The employee computed contribution rate to support Benefit Program E-2 is 4.2% as evidenced by the valuation and letter dated June 9, 1993 from Gabriel, Roeder, Smith and Company.

(d) Benefit Program F 50/25. The plan shall provide for no reduction in pension for those employees who retire and are less than 60, but at least 50 years of age with 25 years or more of credited service (Benefit Program F 50/25). The Employer computed contribution rate to support Benefit Program F 50/25 is 2.5% as evidenced by the valuation and letter dated June 9, 1993 from Gabriel, Roeder, Smith and Company.

(e) Benefit Program FAC-3. The plan for all unit employees shall include a Benefit Program FAC-3, which provides for the final average compensation being computed on the highest thirty-six (36) consecutive months of earnings, divided by three (3).

(f) Effective February 1, 2019, the pension multiplier shall be bridged to 2.00%, with Final Average Compensation being calculated on the basis of the Frozen FAC method, maximum benefit of 80% of FAC at termination of employment, base wages plus a maximum of 80 hours of overtime included in FAC, and COLA frozen for service prior to February 1, 2019. Effective with the institution of this bridged pension multiplier, employee contributions toward pension to be reduced from 16.50% to 14.50%. Effective October 1, 2020, employee contributions toward pension to be further reduced from 14.50% to 13.50%.

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

Section 11. Right to Change Carrier. The Employer reserves the right to change insurance carriers, provided that comparable benefits can be provided to the employees. In the event that the parties cannot agree upon comparability, it may be grieved by the Union.

Section 12. False Arrest & Liability Insurance. The Employer shall provide liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000), combined single limit with an excess insurance limit of liability of One Million Dollars (\$1,000,000) against liability for acts of an employee while he is acting within the scope of his authority. A copy of the policy will be furnished to the Union Bargaining Committee upon request.

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



Section 13. Group Deferred Compensation Plan. The employees are eligible for a group deferred compensation plan provided by the Employer. There are three open enrollment periods each year, those being January, May and September.

**ARTICLE 17**  
**UNIFORMS AND EQUIPMENT**

Section 1. Uniforms. The Employer agrees to furnish, repair and replace all uniforms required for the employees covered by this Agreement.

Section 2. Clothing Allowance. All employees, required by the Sheriff (in writing), to work in plain clothes, shall be entitled to reimbursement for plain clothes purchases, upon presentation of paid purchase receipts. Reimbursement shall occur within one week after the Board of Commissioners approves the submitted voucher. Reimbursement shall not exceed three hundred dollars (\$300.00) per year (October 1<sup>st</sup> through September 30<sup>th</sup>).

Section 3. Cleaning Allowance. All uniformed and plain clothed employees shall receive a cleaning allowance not to exceed Three Hundred Fifty (\$350.00) Dollars per year, to be paid in two (2) equal installments. All appropriate taxes shall be taken from such payments.

Section 4. Reporting Defects of Equipment. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies; one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported to be in an unsafe operating condition until same has been approved as being safe by a person properly certified in the repair and maintenance of said equipment or the Sheriff or his representative.

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

Section 5. Reimbursement of Personal Property in the Line of Duty. The Employer agrees to financially compensate an employee for loss of, or damage to, certain personal property in the line of duty, where such personal property is determined to be necessary to the performance of the employee's duties. Requests for reimbursement shall be submitted to the Division Commander in writing, accompanied by proper documentation. Properly documented requests for reimbursement involving eyeglasses, prescription sunglasses, watches (under \$50.00), and flashlights will automatically be honored. Other personal property claims will be reviewed by the Chief Deputy and Undersheriff, and will be paid, negotiated, or denied, on the basis of reasonableness.

**ARTICLE 18**  
**LONGEVITY PAY**

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

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

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

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

Section 4. Retirement. Employees who are eligible for longevity payments and who retire on a regular or disability basis shall be paid a pro-rated payment. Said payment shall be based on the number of months of full-time service credited to an employee from the preceding December 1. An employee taking a deferred retirement shall not be eligible for this pro-rated payment.

**ARTICLE 19**  
**BULLETIN BOARD**

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

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

**ARTICLE 20**  
**STRIKES AND ILLEGAL ACTIVITY**

Section 1. No Strike Pledge. Neither the Union nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, either directly or indirectly, any complete or partial stoppage of work, walkout, slowdown, or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of the County or in any conduct which causes or results in such interference.

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

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

**ARTICLE 21**  
**SEVERABILITY PROVISION**

Section 1. Savings Clause. Should any part hereof or any provision herein contained be rendered or declared illegal by reason of existing or subsequently enacted legislation or by a decree by a Court of competent jurisdiction or an unfair labor practice by final decision, such invalidation or such part or position of this Agreement shall not invalidate the remaining portions thereof.

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

**ARTICLE 22**  
**WRITTEN AGREEMENTS**

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



**ARTICLE 23**  
**COMPLETE AGREEMENT**

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

## ARTICLE 24 - MISCELLANEOUS

Section 1. Humanitarian Clause. Should an employee, covered by this Agreement, become physically or mentally handicapped to the extent that he cannot perform his regular job, the Employer will make a reasonable effort to place the employee in a position either in or out of the bargaining unit that he is physically and mentally able to perform.

Section 2. Special Conferences. Special conferences for important matters, including safety, will be arranged between the Union and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meetings shall be between one (1) or more representatives of the Employer and one (1) or more representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda, unless both parties agree to include other items. Up to two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings. Conferences shall be held on a weekday.

Section 3. Equality of Treatment. It is agreed by the Employer and the Union that the County is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Union and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the County in all phases of the employment process.

Section 4. Name or Address Changes. An employee shall notify the Employer in writing of any change in last name or street address promptly and, in any event, within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and street address shown on his record for all purposes involving his employment.

Section 5. The family of any officer who dies in the line of duty, while actively employed or retired, may request a uniform at no cost to be used for burial.

**ARTICLE 25**  
**UNION REPRESENTATION**

Section 1. Representation. Employees shall be represented by two (2) Division Officers, a Division President and a Division Director and/or two (2) alternate Stewards. At the direction of the Division President, the alternate Stewards shall represent the employees.

Section 2. General Rules. The authority of the Officer, or alternate Steward, is limited to the investigation and presentation of grievances and request for special conferences during his working hours, without loss of time or pay, upon having received permission from the Sheriff, or Undersheriff, or immediate supervisor, in their absence to do so. The Sheriff shall grant permission within a reasonable time, after the first hour of the shift, for such Officer or alternate Steward to leave his work for these purposes subject to overriding work consideration. The privilege of such Officer or alternate Steward leaving his work during hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of such privilege is proper grounds for discipline up to and including discharge. The Officer or Alternate Steward may be required to record time spent. All such Officers or alternate Stewards will perform their regular duties in addition to the handling of grievances provided herein.

Section 3. Notice to the Employer. The Union will furnish the Employer with the names of its Officers and Stewards who are employed within the unit and changes as they may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

**ARTICLE 26**  
**GENDER**

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

**ARTICLE 27**  
**HEADINGS**

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

**ARTICLE 28**  
**JURY DUTY LEAVE**

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

**ARTICLE 29**  
**USE OF PERSONAL VEHICLES**

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

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

**ARTICLE 30**  
**NEW JOB CLASSIFICATION**

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

Section 2. Employer Established Rate. The Employer will, after written notice to the Union, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the Employer to review the temporary rate. If a rate cannot be agreed upon, the parties' dispute with regard to same may be submitted to mediation and, if necessary, can be appealed to the Grievance Procedure at Step 2. Such appeal shall preclude submission of a new classification rate to arbitration under Public Act 312 or any other statutory procedure.

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



**ARTICLE 31**  
**FITNESS PROGRAM**

Section 1. Voluntary Fitness Program. The Employer shall make available to interested employees a voluntary physical fitness program.

Section 2. Tobacco Products. The use of tobacco products is not allowed within patrol vehicles or County Buildings.

**ARTICLE 32**  
**DURATION**

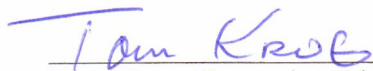
Section 1. Length of Contract. This Agreement shall remain in full force and effect until September 30, 2020 at 11:59 p. m. and shall become automatically renewable from year to year thereafter, unless either party wishes to terminate, modify or change this Agreement, in which event notification of such must be given to the other party in writing one hundred twenty (120) days prior to the expiration date of this Agreement, or any anniversary thereof.

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

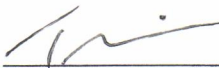
IN WITNESS HEREOF, parties hereto have set their hands and seals this 5th  
day of September, 2019.


**THE CAPITOL CITY  
LABOR PROGRAM, INC.**

  
\_\_\_\_\_  
Robert Block, Division President

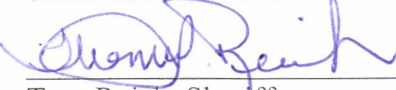
  
\_\_\_\_\_  
Tom Krug, Executive Director

**EATON COUNTY  
BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Terrance Augustine, Chairman

  
\_\_\_\_\_  
Diana Bosworth, County Clerk

**SHERIFF OF EATON COUNTY**

  
\_\_\_\_\_  
Tom Reich, Sheriff

**APPENDIX A**  
**SALARY SCHEDULE**

| <b>CLASSIFICATION</b>  | <b>10/1/2018</b>      | <b>1/24/2019</b>      | <b>10/1/2019</b>      |
|------------------------|-----------------------|-----------------------|-----------------------|
| Chief Deputy           | \$ 75,858<br>\$ 36.47 |                       | \$ 76,606<br>\$ 36.83 |
| Captain                | \$ 72,259<br>\$ 34.74 |                       | \$ 72,987<br>\$ 35.09 |
| Lieutenant             | \$ 68,827<br>\$ 33.09 |                       | \$ 69,514<br>\$ 33.42 |
| Sergeant               | \$ 63,024<br>\$ 30.30 |                       | \$ 63,648<br>\$ 30.60 |
| Captain (Non-312)      | \$ 71,552<br>\$ 34.40 | \$ 72,259<br>\$ 34.74 | \$ 72,987<br>\$ 35.09 |
| Corrections Lieutenant | \$ 66,102<br>\$ 31.78 | \$ 66,768<br>\$ 32.10 | \$ 67,434<br>\$ 32.42 |
| Corrections Sergeant   | \$ 60,528<br>\$ 29.10 | \$ 61,131<br>\$ 29.39 | \$ 61,734<br>\$ 29.68 |

For those employees in positions that are eligible for Act 312 Arbitration, the above wage rates are retroactive to October 1, 2018.

**APPENDIX B**  
**PROMOTIONS**

Section 1. Definition. The purpose of this Appendix is to establish an approved system for promotion for the position of Sergeant to Lieutenant and for the position of Corrections Sergeant to Corrections Lieutenant exclusively.

Section 2. Posting. Notices of a promotional opening will be posted for a period of seven (7) calendar days and employees wishing to fill such positions shall submit a letter of application to the Sheriff via the chain of command during the said seven (7) day period.

Section 3. Program Weight. Scores will be based upon the written examination, an Assessment Center or Modified Assessment Center and Seniority within Command Unit.

- (a) Written examination: 50 points
- (b) Assessment Center/Modified Assessment Center: 90 points.
- (c) Seniority Within Command Unit: Will be scored as a factor in this rating as 1 point per year to a maximum of ten (10) points.

Section 4. Roster. For each rank position, a roster of selection will prevail. This means that scores will be in consecutive order, with the Sheriff having the option to promote a person for each position from the three (3) highest scores.

Section 5. Examination Period. Promotion exams will be given as the need arises except that every time there are promotional exams a two (2) year eligibility roster will be made and any time a promotional opening occurs during this two (2) year period the Sheriff will choose a person from this roster in accordance with Section 4. Once this roster expires no new roster will be made until the need arises in conjunction with promotional exams.

Section 6. Job Probation. All promoted employees shall be on probation for a period of six (6) months immediately following promotion. During such probationary period, the Sheriff

may, demote the employee to his former rank for just cause or the employee may, on his own volition, request in writing to be relieved of his new rank and be returned to his former rank or position. After completion of the probationary period, an employee may be demoted for just cause.

Section 7. Notification. Examination notices for all competitive promotions shall be posted on the bulletin boards throughout the Department for a minimum of fifteen (15) days prior to the examination date. Subjects to be covered in the written and oral exams shall also be posted fifteen (15) days prior to the examination date.

Section 8. Eligibility. (a) Lieutenant: Must be a Sergeant currently and have completed the required probationary period in the Eaton County Sheriff's Department as a Sergeant. Any employee promoted into the bargaining unit after January 1, 1995 must also have a Bachelor's Degree from an accredited College or University.

(b) Corrections Lieutenant: Must be a Corrections Sergeant currently and have completed the required probationary period in the Eaton County Sheriff's Department as a Corrections Sergeant. Any employee promoted into this bargaining unit after January 1, 1995 must also have a Bachelor's Degree from an accredited College or University.

Section 9. Written Examination. The content of any written examination will be developed by a method agreed to mutually by the parties. The written examination will be appropriate to the position being considered. Only the top eight (8) employees who score the prescribed minimum or above on the written examination, as determined by the testing agency, will be eligible to participate in the Assessment Center.

Section 10. Assessment Center/Modified Assessment Center. The Assessment Center will be scheduled when a promotional opening is posted. The Sheriff will determine what established assessment agency will be utilized for this process.

Section 11. Oral Board. An Oral Board may be conducted by the Assessment Center.

Section 12. Exam Procedure. Any employee has the right to examine the results of his own written examination and the Assessment Center. These documents are confidential and they cannot be removed from the files except as set forth hereafter: The contents of promotional documents will be made known only to the Sheriff and his designee and the employee himself or his designee. The total final score of each participant will be ranked and the list made available to each contestant.

Section 13. Promotional Process for the Classification of Captain and Chief Deputy. The Sheriff shall select employees for the position of Captain or Chief Deputy from the bargaining unit personnel who apply for the position except for probationary Sergeants. Any employee promoted into this Bargaining Unit after January 1, 1995 must have a Bachelor's Degree from an accredited College or University to be eligible for promotion. Notices of a promotional opening will be posted for a period of seven (7) calendar days and employees wishing to fill such position shall apply in writing to the Sheriff during the said seven (7) day period. If the promoted employee does not successfully complete a six-month probationary period, he shall revert to his former rank.

No other provision of this Appendix B shall apply to this Section.

## APPENDIX C

### **COUNTY OF EATON EATON COUNTY SHERIFF'S DEPARTMENT DRUG AND ALCOHOL TESTING POLICY**

#### I. PURPOSE

The purpose of this policy is to provide all employees who work in the Eaton County Sheriff's Department with notice of the provisions of the departmental drug and alcohol testing program.

#### II. POLICY

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free and alcohol-free work environment through the use of a reasonable employee drug testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug and alcohol testing. The public has a right to expect that those who work in the Sheriff's Department are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and alcohol, as well as other forms of drug abuse, will seriously impair an employee's physical and mental health, and thus, job performance.

Where those who work in the Sheriff's Department participate in such activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by such activity.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit, drug-free, and alcohol-free law enforcement profession, this department will implement a drug and alcohol testing program.

#### III. DEFINITIONS

- A. Employee – Those who work in the Eaton County Sheriff's Department.
- B. Supervisor – Those persons assigned to a position having day-to-day responsibility for supervising subordinates or who are responsible for commanding a work element.
- C. Drug Test – The compulsory or voluntary production and submission of urine, in accordance with departmental procedures by an employee for chemical analysis to detect prohibited drug usage.

- D. Alcohol Test – The compulsory or voluntary production of breath, in accordance with departmental procedures by an employee for analysis to detect whether that employee is under the influence of alcohol.
- E. Reasonable Suspicion – That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee. These facts or inferences would lead the reasonable person to suspect that the employee is or has been using drugs while on or off duty, and/or is under the influence of alcohol while on duty.
- F. Probationary Employee – For the purpose of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as a recently hired employee.
- G. MRO (Medical Review Officer) – The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an employee’s test results in conjunction with his or her medical history and any other relevant biomedical information.
- H. Last Chance Agreement – A standard letter of conditions for continued employment that is offered by the County of Eaton and the Eaton County Sheriff, after it has been determined that an employee has violated this policy.

#### IV. PROCEDURES/RULES

- A. General Rules – The following rules shall apply to all employees while on and off duty:
  - 1. No employee shall illegally possess any control substance.
  - 2. No employee shall ingest any controlled substance or prescribed substance, except under the direction of a licensed medical practitioner.
  - 3. An employee may possess and use a drug or controlled substance, providing such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee’s name.
    - a. Should the employee’s prescribing physician or pharmacist indicate that the known side effects of the drug make it dangerous for the employee to safely work, the employee shall, prior to his/her next shift, notify the Administrative Services Captain, or (in the absence of the Administrative Services Captain), the Division Captain, or (in the absence of the Division Captain) his supervisor ,of the known side



effects (but not the identity of the medication itself), as indicated by the employee's prescribing physician or pharmacist.

4. The employee shall, prior to his/her next shift, advise the Administrative Services Captain, or (in the absence of the Administrative Services Captain) the Division Captain, or (in the absence of the Division Captain) his supervisor, of the known side effects of such medication (but not the identity of the medication itself), as well as the prescribed period of use, as indicated by the employee's prescribing physician or pharmacist.
5. The Administrative Services Captain or (in the absence of the Administrative Services Captain) the Division Captain, or (in the absence of the Division Captain) the employee's supervisor shall document this information and retain the memorandum for at least ninety (90) days, but in no event longer than the time the employee remains on the medication. A copy of the memo will be forwarded to the Sheriff's office. This information shall be confidential, and shall be disclosed only on a "need to know" basis, or as required by law.
6. No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
7. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
8. Any employee having a reasonable basis to believe that another employee is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his/her supervisor.
9. Discipline of employees for any violation of this policy shall be in accordance with the due process rights provided in the Department's Rules and Regulations, policies and procedures, and the applicable collective bargaining agreement. The employee may be immediately relieved of duty pending a departmental investigation at the discretion of the Sheriff or his designee, when one of the following occurs:
  - a. A refusal to participate;
  - b. The medical review officer determines that an employee's drug and/or alcohol test was positive;
  - c. Attempt to alter or substitute a urine or breath specimen

- B. Applicant Testing
1. Applicants for employment shall be required to take a drug and alcohol test as a condition of employment during a pre-employment medical examination.
  2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
    - a. Refusal to submit to a required test(s); or
    - b. A confirmed positive drug and/or alcohol test indicating drug and/or alcohol use prohibited by this policy.
- C. Probationary Employee Testing – All probationary employees shall be required, as a condition of employment, to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Sheriff or his designee. Probationary employees may be tested prior to completion of the probationary period. A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy.
- D. Employee Testing – Employees will be required to take drug and/or alcohol tests as a condition of continued employment in order to ascertain prohibited drug use, or being under the influence of alcohol, as provided below:
1. The Sheriff or his designee may order an employee to take a drug and/or alcohol test upon reasonable suspicion that the employee is or has been using drugs or is under the influence of alcohol. A summary of the facts supporting the order shall be made available to the employee and the Union prior to the actual test.
  2. A drug screening test shall be considered as a condition of acceptance to undercover units. Furthermore, the members of undercover units will be tested randomly at least once every six months and also when an employee leaves the unit.
- E. Penalty – Violation of any provision of this drug and alcohol testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Department's Rules and Regulations, and may include discharge from employment. Any discipline remains subject to review in accordance with the collective bargaining agreement. The Sheriff may, in his discretion, offer the employee a Last Chance Agreement.

F. Collection and Testing Procedures

Testing for drugs and/or alcohol under this policy shall be at the expense of the County of Eaton, and, to the extent practicable, shall be conducted in accordance with 49 CFR Part 40, as amended from time to time. No change in State law regarding the possession or use of marijuana shall have any affect upon the application and enforcement of this policy, it being specifically understood that the use, possession (except as part of the discharge of an employee's job duties), or being under the influence of marijuana shall be considered a violation of this policy notwithstanding any State law permitting the use, possession, or being under the influence of marijuana.

- G. Drug and Alcohol Abuse Rehabilitation Program – Employees may voluntarily participate in a drug and/or alcohol rehabilitation program on their own or through the County-sponsored Employee Assistance Program; however, participation shall not prohibit drug and/or alcohol testing under this policy. An employee, who (while not under reasonable suspicion) voluntarily participates in such a program will be subject to random drug and/or alcohol testing for a period of twenty-four months of active employment, unless the employee is being discharged for other actions and omissions that violate Department Rules and Regulations. Such an employee will not be disciplined for a violation of this policy, but may be disciplined for other actions and/or omissions that violate Department Rules or Regulations

## **SETTLEMENT**

Wages covered under this Agreement shall be effective date of ratification. All other provisions of the contract shall be effective upon signing or as soon as reasonably possible, unless otherwise stated.