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AGREEMENT BETWEEN
GLADWIN COUNTY BOARD OF COMMISSIONERS
AND
GLADWIN COUNTY SHERIFF
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective: January 1, 1990 through December 31, 1992

Gladwin County

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 1990, and effective the 1st day of January, 1990, by and between the GLADWIN COUNTY BOARD AND COMMISSIONERS and the SHERIFF OF GLADWIN COUNTY, together hereinafter referred to as the "Employer", and POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM), hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION

Section 1.0. - Unit Recognition. The Employer recognizes the Police Officers Association of Michigan (POAM) as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of the State of Michigan for 1947, as amended by Act 379 of the Public Acts of the State of Michigan for 1965, as amended, for the following described unit.

Unit I: All full-time employees employed by the Gladwin County Sheriff's Department classified as deputies, detectives, and dispatchers but excluding the sheriff, undersheriff, correctional officers, animal control officers, all employees classified as and holding the rank of corporal or above, matrons, confidential, temporary and seasonal employees and all other employees.

Unit II: All full-time employees employed by the Gladwin County Sheriff's Department, classified as and holding the rank of corporal or above, but excluding the sheriff, undersheriff, correctional officers, animal control officers, matrons, confidential, temporary and seasonal employees and all other employees.

ARTICLE II

REPRESENTATION

Section 2.0. Collective Bargaining Committee. The Employer agrees to recognize a collective bargaining committee of the Union comprised of not more than two (2) non-probationary employee representatives, including the President of the local association. In the event that contract negotiations are held jointly with the supervisory unit, then the Employer agrees to recognize a collective bargaining committee of the Union for such joint negotiation sessions comprised of not more than three (3) non-probationary employee representatives, including the President of the local association. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for members of the collective bargaining unit as provided in the Grievance Procedure. Members of the committee shall also represent bargaining unit employees in collective bargaining negotiations with the Employer. The Union shall furnish the Employer, in writing, the names of its collective bargaining committee members before they shall be recognized. The Bargaining Committee shall normally conduct Union business on their own time. However, the Employer agrees to allow a release time for committee members to participate in collective bargaining negotiations for the Employer when those negotiations are scheduled during the employee's regular work hours. The Committee may also be allowed a reasonable amount of release time to investigate grievances, after receiving prior permission from their supervisor. A reasonable amount of time shall be construed to be not more than one-half (1/2) hour. After receiving permission from their supervisor, the Union President or alternatively the Union Vice-President, may be released from work to present grievances to the Employer during their normally scheduled working hours. It is further mutually agreed that providing services to the citizens of Gladwin County is the first obligation of the Employer and the employees, and, thus, release time and processing of grievances may be delayed to the earliest practical time which does not adversely effect or detract from the public's welfare.

Section 2.1. Reporting. When it is necessary for a collective bargaining committee member to leave his work to handle a grievance in accordance with the Grievance Procedure established in this Agreement, he/she shall first obtain permission from the Sheriff or his designated representative. The collective bargaining committee member shall return to his/her job as promptly as possible and upon his/her return shall immediately report to the Sheriff or his designated representative. A collective bargaining committee member who is assigned to road patrol or other duties which require service outside of Sheriff's Department facilities shall perform his/her function in a manner which would not require his/her return to the Sheriff's Department facilities for the sole purpose of performing his/her representation functions.

Section 2.2. Conventions. The Local Association President, with the approval of the Sheriff, will be allowed to attend State and National Association meetings and conferences, not to exceed two (2) days per contract year, with the time taken from vacation or personal leave accumulations.

ARTICLE III
UNION SECURITY

Section 3.0. Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.0, ~~thirty-one (31) days after the start of their employment~~ with the Employer or the effective-date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equivalent to the periodic monthly dues uniformly required of Union members.

Section 3.1. Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the various collective bargaining units without regard to whether or not the employee is a member of the Union. The Union further agrees that it shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic monthly dues uniformly required as a condition of acquiring or retaining membership in the Union.

Section 3.2. Checkoff.

A. During the life of this Agreement, the Employer agrees to deduct the regular payment of the current rate of monthly Union dues or service fees as established by the Police Officers Association of Michigan from the pay of each employee who voluntarily executes and files with the Employer a proper checkoff authorization form. The following checkoff authorization form shall be used exclusively and shall be supplied by the Union:

BY _____
(Please Print) Last Name First Name Middle Name
TO _____
Name of Employer Department

Effective _____, I hereby request and authorize you to deduct from my earnings each payroll period an amount sufficient to provide for the regular payment of the current rate of monthly _____ 1) Union dues; _____ 2) service fee as established by the Police Officers Association of Michigan. The amount deducted shall be paid to the Treasurer of the Police Officers Association of Michigan.

Employee's Signature

Street Address

City and State

B. A properly executed copy of the written checkoff authorization form for each employee for whom dues, initiation and service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written checkoff authorization forms which have been properly executed and are in effect. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.

C. Deductions for dues, initiation and service fees for any calendar month shall be made from the first (1st) pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or service fees. In the event an employee is absent from work during the first (1st) pay period, such deduction shall be made from the first (1st) period of the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than the fifteenth (15th) day of each month.

D. In cases where a deduction is made which duplicates a payment already made to the Union by the employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

E. The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts. The Employer agrees to furnish the designated financial officer of the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted.

F. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

G. The Employer shall not be responsible for Union dues or service fees after an employee's employment relationship with the Employer has ended. The procedure for deducting Union dues or service fees to take into periods of absence due to layoff or leaves shall be governed by the provisions of the Union's Constitution and By-Laws.

H. The Employer shall not be liable to the Union, its members or the employees it represents once such sums have been remitted to the Union and, further, shall not be liable if such sums are lost when remitted by the United States Postal Service.

I. All dues and service fees so deducted shall be sent to the Treasurer of the Police Officers Association of Michigan at 28815 W. Eight Mile Road, Suite 103, Livonia, Michigan 48152, or such other address as the Employer may be advised of in writing by the Union.

J. The Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues or the service fee and to indemnify and defend the Employer against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer pursuant to this section and section 3.0.

ARTICLE IV

MANAGEMENT RIGHTS

Section 4.0. Rights.

A. The Employer on its own behalf and on behalf of the public it serves, hereby retains and reserves unto itself and its designated representatives when so delegated by it, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter the budget; to establish classifications of work; to combine or recognize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to direct the work force; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to establish work standards; to select employees for promotion or transfer of supervisory or other positions; to determine the number of qualifications and competency of employees; to establish training requirements for purposes of maintaining or improving professional skills of employees and for advancement. The Employer shall also have the right to suspend, discipline or discharge employees for just cause, transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine reasonable penalties for violations of such rules; to establish and change work schedules and hours; to provide and assign relief personnel; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

B. It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as specifically abridged or modified by this Agreement, all of the rights, powers and authority possessed by the Employer prior to the signing of this Agreement are retained by the Employer and remain within the rights of the Employer, regardless of whether such rights have or have not been exercised in the past.

ARTICLE V

GRIEVANCE PROCEDURE

Section 5.0. Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement or the Union concerning the application and interpretation of a specific provision or provisions of this Agreement as written.

Section 5.1. Grievance Procedure. --All grievances shall be processed in the following manner:

Step 1. Verbal Procedure. Within five (5) days of the occurrence of the incident giving rise to a grievance, or within five (5) days following the date the employee first reasonably should have known of the events giving rise to the grievance, the employee affected shall first discuss the matter with the person to whom the employee ordinarily reports with the object of settling the matter informally. If requested by the employee, a collective bargaining committee member may be present. It is expressly understood that if a discussion with the person to whom the employee ordinarily reports is intended to be the initiation of the Grievance Procedure at the Verbal Step, the employee shall also advise the person to whom he/she ordinarily reports of this fact at the time of the discussion. If the person to whom the employee ordinarily reports is not advised of this fact, the discussion shall not be considered an initiation of the Grievance Procedure at the Verbal Step.

Step 2. If the complaint is not satisfactorily resolved by the Verbal Procedure, the employee affected or a collective bargaining committee member shall reduce the employee's complaint to a written grievance and submit it to the Undersheriff. The written grievance shall name the employee(s) involved; state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to have been violated by appropriate reference; state the contention of the employee or the Union with respect to those provisions; indicate the relief requested and be signed by the employee(s) affected. The written grievance shall be

submitted to the Undersheriff within five (5) days after the Employer's answer in the Verbal Procedure. If the grievance is not satisfactorily resolved within five (5) days, the Undersheriff shall place his written answer upon the grievance form and return it to a Union representative.

Step 3. If a grievance is not satisfactorily resolved in Step 2, it may be appealed by submitting a written grievance to the Sheriff within five (5) days after the receipt of the Employer's Step 2 answer. The appeal shall be in writing and shall specify the basis of the appeal. Within fifteen (15) days after the grievance is appealed, a meeting shall be held between representatives of the Union and the Employer. The Union's representative shall be the Steward. The Employer's representative shall be the Sheriff. Either party may have non-employee representatives present, if desired. If the meeting cannot occur within the fifteen (15) day period, it shall be scheduled for a date mutually convenient to the parties. The Sheriff shall give the Steward a written answer to the grievance within fifteen (15) days following the Step 3 meeting.

Section 5.2. Grievance Resolution. All grievances which are satisfactorily resolved at the first (1st), second (2nd) or third (3rd) step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the County Board of Commissioners at its next regularly scheduled monthly meeting before they are binding on the Employer. The time limits set forth in Step 1, Step 2 and Step 3 of the Grievance Procedure shall be stayed during the period in which such grievance resolutions are referred to the County Board of Commissioners under this section. If the resolution of grievance is disallowed by the County Board of Commissioners, the Union shall have five (5) days following receipt by the Steward of notice of the County Board of Commissioners' action to resubmit the grievance at the next higher step in the Grievance Procedure than the grievance held prior to such disallowance. If the grievance is not resubmitted in a timely fashion, it shall be deemed to be withdrawn by the Union.

Section 5.3. Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the Employer, the grievance

shall automatically advance to the next step, but excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified. Saturdays, Sundays and holidays shall not be counted with regard to the time limitations and dates for submission of grievances, appeals, answers, etc.

Section 5.4. Grievance Settlements. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedence for any future grievance.

Section 5.5. Supervisory Representation. It is expressly understood and agreed to by the parties that no employee holding the rank of corporal or above who is included in the bargaining unit set forth in section 1.0 of this Agreement shall represent employees from another bargaining unit in the presentation or investigation of grievances under the Grievance or Arbitration Procedure set forth in this Agreement.

Section 5.6. Expedite Grievance Procedure. In the case of discharge, discipline resulting in loss of time or benefits, demotion, or layoffs, the employee shall have ten (10) calendar days to file a grievance. Grievances including the above matters shall start at Step 3 with the Sheriff.

ARTICLE VI

ARBITRATION

Section 6.0. Exclusive Method. The Employer and the Union support and subscribe to an orderly method of adjusting grievances. To this end, the parties agree that the Grievance and Arbitration Procedures set forth herein shall be the exclusive method utilized by them to resolve grievance disputes between them.

Section 6.1. Arbitration Request. The Union may request Arbitration of any unresolved grievance by giving written notice to the Sheriff and the Chairperson of the County's Sheriff's Committee of its intent to arbitrate within fifteen (15) calendar days following the meeting between the parties at Step 4 of the Grievance Procedure. The time limits for a request for arbitration may be extended by mutual agreement in writing. If arbitration is not so requested within the said fifteen (15) day period, the matter shall be considered settled on the basis of the Employer's last disposition.

Section 6.2. Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. The Employer and the Union agree to use the following arbitrators on a rotating basis with arbitrator "A" being selected first.

- A. Mario Chiesa
- B. David Grissom
- C. Mark Glazer
- D. Barry Brown

If the arbitrator up for selection is not available, the next arbitrator will be used. If none of the listed arbitrators are available, the Employer and the Union will attempt to agree on an impartial arbitrator. In the event the Employer and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the Federal Mediation and Conciliation Services consistent with such Service's normal procedures. All arbitration proceedings will be conducted in accordance with the rules and procedures of the Federal Mediation and Conciliation Service. Any Federal Mediation and Conciliation Service administrative fees or other charges, and the arbitrator's charges for his or her services and expenses shall be shared equally by the Employer and the Union. Each party shall pay the fees, expenses, wages and other compensation for their own witnesses, representatives and legal counsel.

Section 6.3. Arbitrator's Powers. The arbitrator's power shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he have power to change any classification wage rate, to rule on any claim arising from a decision of the insurance carrier or Retirement System in administering their plans; or to issue a ruling modifying any matter covered by a Statute or Ordinance. Further, the arbitrator shall not be empowered to consider any question or matter outside of this Agreement or to rule upon which persons the Sheriff shall deputize and which persons will be delegated the Sheriff's law enforcement authority. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees of the bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

ARTICLE VII

NO STRIKE - NO LOCKOUT

Section 7.0. No Strike Pledge. The Union agrees that neither it nor its officers, representatives, members or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage or engage in any strike, walk-out, slow-down, sit-in or stay-in; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful and proper performance of their duties, including a labor dispute between the Employer and any other labor organization. The Union shall not cause, authorize, sanction or condone, nor shall any employee covered by this Agreement take part in any picketing of the Employer's buildings, offices or premises because of a labor dispute with the Employer.

Section 7.1. Penalty. Any employee who violates the provisions of section 7.0 shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the Grievance and Arbitration Procedure regarding discipline imposed for a violation of section 7.0 shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by section 7.0.

Section 7.2. No Lockout. During the life of this Agreement, the Employer, in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited in section 7.0, agrees to not lockout any employees covered by this Agreement.

ARTICLE VIII

SENIORITY/SERVICE

Section 8.0. Seniority Definition. Seniority shall be defined as the length of the employee's continuous service in a full-time certified officer position within the Gladwin County Sheriff's Department since an employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which he first commenced work. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. Seniority as among command officers (Unit II) shall begin as of the date of promotion to their position for purposes of vacation selection, holidays, layoffs, recalls, etc.

Section 8.1. Service Definition. Service shall be defined as the length of an employee's continuous full-time service with the Gladwin County Sheriff's Department since his last date of hire. An employee's "last date of hire" shall be the most recent date upon which he/she first commenced work. The application of service shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 8.2. Probationary Period.

A. All new full-time employees shall be considered probationary employees for a period of one (1) calendar year, after which time their seniority shall relate back to their last date of hire. Until an employee has completed the probationary period, he/she may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedure. There shall be no seniority among probationary employees.

B. All employees that are promoted or transferred shall be considered probationary employees for a period of six (6) calendar months. Promoted or transferred employees shall not attain classification seniority in their new position until they have satisfactorily completed their probationary period, whereupon their classification seniority shall relate back to their date of transfer or promotion. Promoted or transferred employees shall retain their departmental seniority. Until the employee has completed the probationary period, he/she may be laid off or demoted to his/her prior position at the Employer's discretion without regard to provision of this Agreement and without recourse to the Grievance and Arbitration Procedure.

Section 8.3. Promotion Out of Bargaining Unit. Employees who promote or transfer to a higher classification outside of the

bargaining unit shall serve a six (6) month probationary period. During this period the employee may voluntarily return to his former classification without loss of seniority. If the employee fails to successfully complete his probationary period, he will return to his former classification without loss of seniority.

Section 8.4. Loss of Seniority. An employee's seniority and his employment relationship with the Employer shall terminate for any of the following reasons:

- A. If he/she resigns, quits or retires.
- B. If he/she is discharged or terminated and the termination or discharge is not reversed.
- C. If he/she has been on layoff status for a period of time equal to his/her seniority or two (2) years, whichever is less.
- D. If he/she is absent from work for three (3) consecutive working days without notifying the Employer.
- E. If he/she fails to return to work on the required date from a leave of absence, vacation or layoff or disciplinary suspension.
- F. If he/she is convicted of a felony, a misdemeanor punishable by more than ninety (90) days of imprisonment or OUIL.
- G. If he/she makes an intentional false statement on his/her employment application, on an application for leave of absence or on any official police report relating to law enforcement functions.
- H. If he/she fails to report for work within one (1) week following notification of recall from layoff sent by certified mail, return receipt requested, to his/her last known address.
- I. He/she has been on sick leave for a period of time equal to his/her seniority at the commencement of such leave or one (1) year, whichever is less.
- J. He/she has been on workers' compensation leave for a period of time equal to his/her seniority at the commencement of such leave or two (2) years, whichever is less.

ARTICLE IX

LAYOFF AND RECALL

Section 9.0. Layoff. In the event that any reduction of personnel is made, as determined by the Employer, layoffs shall be by classification within the Department. In the event of a layoff, the last employee hired in the classification affected by the layoff shall be the first employee laid off, provided that all employees with more seniority in that classification are qualified to perform the work. Employees shall be notified of their layoff at least two (2) calendar weeks in advance.

Section 9.1. Bumping. Upon being laid off from his/her classification, an employee may bump lower seniority employees within the bargaining unit under the following conditions:

- A. The bumping employee cannot move into a position of a higher salary grade.
- B. The bumping employee must have more departmental seniority than the employee in the position who is being bumped.
- C. The bumping employee must possess the necessary skill, experience and certifications which will qualify the employee to perform the work adequately, with minimal instructions.
- D. The bumping shall not apply in temporary cases of layoff which do not exceed ten (10) working days.

An employee wishing to exercise their bumping rights must inform the Sheriff of his/her decision to bump within three (3) days from the calendar date of receipt of the layoff notification. Employees who exercise their bumping rights shall then receive the rate of pay of the classification into which he/she has bumped.

The bumped employee shall have the same bumping rights as the laid off employee, seniority permitting, and must be given at least two (2) calendar days notification of his/her layoff due to being bumped.

Section 9.2. Recall. The last employee laid off shall be the first employee recalled, provided the employee is qualified to fill the open position. Notification of recall may be made by telephone and shall be followed by certified mail delivered to the employee's last known address. An employee shall respond to the certified notice of recall within forty-eight (48) hours of the receipt thereof. If an employee fails to respond to a notice of recall within forty-eight (48) hours of receipt thereof, the Employer shall assume that the employee has voluntarily quit.

Section 9.3. Return to Unit by Layoff. In the event of layoffs by classification, members of Unit II who are laid off shall be allowed to return to Unit I and to exercise their bumping rights, provided they have enough Departmental seniority to displace another employee.

ARTICLE X

HOURS OF WORK

Section 10.0. Normal Work Period - Workday. An employee's normal work period shall consist of one hundred sixty (160) hours of work performed in a twenty-eight (28) consecutive calendar day period. The normal workday shall consist of eight (8) hours of work performed within a period of twenty-four (24) consecutive hours commencing from the start of an employee's regularly scheduled shift. These definitions shall not constitute a guarantee by the Employer of any number of hours per workday or per tour of duty, or as a limitation of the Employer's right to schedule and require work in excess of the normal workday or normal work period.

Section 10.1. Scheduling. The Employer shall have the right to freely determine, establish and modify scheduling and manpower requirements, including, but not limited to, the number of shifts, the starting and quitting times for all shifts and the manpower required for each shift. A shift schedule will be posted once every thirty (30) days indicating the normal workday of every member of the Department. Said schedule shall be posted at least thirty (30) days prior to its effective date. It is expressly understood that an employee's work schedule and his/her shift may be changed whenever operating conditions warrant such change.

Section 10.2. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must have the prior approval of the Sheriff or his designated representative. Insofar as possible, scheduled overtime other than that of an emergency, extension of shift or court-time nature shall be distributed among employees covered by this Agreement in as equitable a manner as possible, provided, however, this distribution will not take into account any Sergeant who is not working road patrol. The rotation of overtime opportunities shall be started over again upon completion of each twelve (12) month period under this Agreement. Any imbalance in the distribution of overtime opportunities shall be corrected in the following twelve (12) month period. When an employee is absent for a period in excess of thirty (30) calendar days, he/she shall be charged as if he/she had worked for purposes of rotation of overtime opportunities. If an employee accepts an overtime assignment and fails to report, unless otherwise excused, he/she shall forfeit his/her next two (2) chances in the rotation of such overtime opportunities.

Section 10.3. Premium Pay.

A. Periodic Premium Pay. Time and one-half (1 1/2) an employee's straight time regular rate of pay shall be paid for all hours worked in excess of one hundred sixty (160) hours in a period of twenty-eight (28) consecutive calendar days.

B. Daily Premium Pay. Time and one-half (1 1/2) an employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of eight (8) hours in one (1) workday. A workday shall be defined as a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift. This definition shall not apply for purposes of overtime premiums where:

1. An employee's regular shift is changed at his/her request.
2. The employee's regular shift has variable starting times or is scheduled on a rotation basis, provided, however, at least eight (8) hours of off-duty time is scheduled between the end of one (1) shift and the start of another.

C. Straight Time Regular Rate of Pay. An employee's straight time regular rate of pay shall be determined by dividing his annual salary, exclusive of all premiums, by 2,080 hours.

D. Hours Actually Worked. Paid sick time, holidays, personal time, funeral leave and vacations shall count as "hours actually worked" for purposes of determining an employee's eligibility for both Periodic Premium Pay or Daily Premium Pay. All other paid but non-worked time will not count as "hours actually worked" for purposes of determining an employee's eligibility for either Periodic Premium Pay or Daily Premium Pay.

E. Shift Premium. The Employer agrees to provide a shift premium of fifteen cents (15¢) per hour for the afternoon shift premium and twenty cents (20¢) per hour for the midnight shift for all hours worked.

Section 10.4. No Duplication or Pyramiding of Premium Rates. There shall be no duplication or pyramiding of the premium rates set forth in any section of this Agreement with any other section of this Agreement.

Section 10.5. Court and Call-Back Time. An employee who is called back to work or who is required to appear in court on his/her scheduled day off shall be paid a minimum of two (2) hours pay at his/her straight time regular rate of pay. The first (1st) two (2) hours of all such court or call-back time shall not count as hours actually worked for purposes of determining an employee's eligibility for overtime premium pay. If the duration of such court or call-back time exceeds two (2) hours, the employee will be paid at his/her straight time regular rate of pay for the required additional time unless he/she is entitled to overtime premium pay; any time in excess of two (2) hours on court appearances or call-backs will count as hours actually worked for purposes of determining eligibility for overtime pay.

Section 10.6. Shift Selection. On January 1 and July 1 of each year, full time non-probationary employees will indicate, by seniority, on the Department's work schedule their selection for working a specific shift. Exceptions to shift selection may be made for short durations due to training of non-probationary employees, and for the person assigned to the Act 416 grant position.

Section 10.7. Trading Shifts. Employees may trade shifts only with the approval of the Sheriff or his designated representative. All such shift trades shall be temporary.

Section 10.8. Training and Schooling. Employees who are assigned for training or schooling outside the Gladwin County Sheriff's Department shall be paid for all reasonable time lost by the employee during his/her regular working hours. Lost time shall be compensated at the employee's straight time regular rate of pay, exclusive of all premiums, and shall not be included in determining the hours actually worked for purposes of overtime premium pay. Reimbursement for actual expenses incurred by the employee for such training or schooling shall be in accordance with the ordinance and resolutions adopted from time-to-time by the Gladwin County Board of Commissioners concerning such matters. The Employer shall determine in its sole discretion the number and selection of employees, if any, assigned for training or schooling as well as the nature of such training or schooling. Transportation will either be provided by the Employer to the assigned schooling or training or the employee will receive twenty cents (20¢) per mile round trip if he/she uses his/her own automobile.

Section 10.9. Voting on Election Day. All full-time employees covered by this Agreement will be permitted to vote on election days while on duty without any loss of pay for time spent in voting.

ARTICLE XI

LEAVES OF ABSENCE

Section 11.0. Active Military Leave. Any full-time and non-temporary employee who enters active service of the Armed Forces of the United States shall receive a military leave without pay for the period of his/her initial enlistment or induction but not to exceed more than four (4) years plus one (1) additional year for voluntary extension if this service is at the request and for the convenience of the Government plus any involuntary service. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements set forth in this Agreement. Application for military leave of absence shall be made to the Employer in writing as soon as the employee is notified of acceptance or induction into military service and in any event not less than two (2) weeks prior to the employee's separation of employment with the Employer. All benefits such as insurance, vacation or personal days shall cease immediately upon the employee's separation from employment and commencement of his/her leave of absence.

Section 11.1. Funeral Leave.

A. In the event of a death in an employee's immediate family, he/she shall be excused without loss of pay on the days which he/she was scheduled to work during the period from the day of the death to the day of the funeral, both inclusive, but not to exceed a total of three (3) working days for such absence as is required to discharge specific obligations placed upon the employee by the death. "Immediate family" shall be defined as the employee's spouse, child, parents, brothers, sisters, grandparents and parents of the employee's spouse.

B. In the event of the death of an employee's close relative, he/she shall be excused without loss of pay for purposes of attending the close relative's funeral, provided such funeral day is one of employee's normally scheduled working days. "Close relative" shall be defined to mean the employee's brother-in-law, sister-in-law, daughter-in-law and son-in-law.

C. With prior approval of his/her immediate supervisor, an employee may be granted additional time off for travel under either subsection A or B of this section. All such additional time off shall be deducted from the employee's accumulated sick leave; if the employee does not have any accumulated sick leave time, all additional time for travel, if granted, shall be unpaid.

Section 11.2. Paid Sick Leave. Employees covered by this

Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

- A. Upon completion of their probationary period, each full-time employee shall be credited with twelve (12) days of sick leave and will thereafter accumulate additional sick leave at the rate of one (1) day for each full month of employment, exclusive of leaves of absence unless otherwise specifically provided to the contrary, up to a maximum of twelve (12) days per calendar year. Unused paid sick leave credits may accumulate up to a total of one hundred and thirty (130) days.
- B. One (1) day of sick leave credits shall equal eight (8) hours at the employee's straight time regular rate of pay when he/she takes his/her sick leave.
- C. An employee may utilize his/her sick leave allowance pursuant to the Department's established procedure when he/she is incapacitated for the safe performance of his/her duty due to illness or injury.
- D. Upon termination of employment, after five (5) years employment under contract, accumulated sick leave credits shall be paid to the employee at fifty percent (50%) of allowed accrual, except upon dismissal.
- E. Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to wages, except as provided in section 11.4.
- F. After an employee has exhausted his/her paid sick leave benefits, then such leave shall be without accumulation of any additional paid sick leave.
- G. Sick leave benefits may not be taken in units of less than one-half (1/2) day.
- H. Any violation of the provisions of this section shall be cause for discipline, including discharge.

Section 11.3. Medical Certificates and Examinations. Employees requesting a leave for sickness or injury, or a continuation of sick leave, may be required to present a certificate of a physician showing the nature of such sickness or injury, and the anticipated time off the job. In situations where an employee's physical or

mental condition reasonably raise a question as to the employee's capability to perform his/her job, the Employer may require a medical examination, at its expense, and, if cause is found, require the employee to take or remain on sick leave of absence. The Employer may require, as a condition of any sick leave, regardless of duration, a medical certificate setting forth the reasons for the sick leave when there is reason to believe the health or safety of personnel may be affected or that the employee is abusing sick leave. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute cause for discipline up to and including dismissal.

Section 11.4. Duty Related Injury. When an employee covered by this Agreement takes a leave because he has sustained an occupational injury or illness, he may make application for benefits under the workers' compensation law of the State of Michigan. In addition, the Employer will make a payment to an employee with an injury on worker's compensation leave which, when combined with his statutory workers' compensation benefit, gives the employee a total combined benefit of eighty percent (80%) of his gross regular weekly pay. Such supplemental compensation payments by the Employer will be paid in periodic installments at intervals of not more than thirty (30) days, beginning with the initial payment received by the employee from the workers' compensation insurance carrier and ending no later than six (6) months thereafter. An employee with an injury on worker's compensation leave will continue to accrue paid sick leave during the period of such supplemental payments and may, following the termination of the six (6) months of supplemental payments by the Employer, utilize the amount of paid sick leave he had accrued to that date on a prorata basis to allow him to, when combined with his statutory benefit, maintain eighty percent (80%) of his gross pay. When earned sick leave benefits are exhausted, the employee will receive only his statutory benefit, if any.

Section 11.5. Personal Days. All full-time employees covered by this Agreement shall be credited with two (2) personal days with pay once they have completed their probationary period and on their anniversary date each calendar year thereafter. All requests for a personal day must be made to the employee's immediate supervisor within a reasonable period in advance of the date requested unless an emergency exists which prevents the employee from giving the required advance notification. The number of personal days to be taken at any one (1) time shall be determined by the Sheriff or his designee in his sole discretion. A request for a personal day may be denied if the absence of the employee would reasonably interfere with the services required to be performed by the Department. If not utilized, personal days will not accumulate and will have no monetary value upon separation from employment with the Employer for whatever reason. Nothing in this section shall be construed to absolve an employee of his/her responsibility to comply with Departmental procedures concerning prior notification of absence from work.

Section 11.6. Unpaid Personal Leave. An unpaid leave of absence for a period not longer than ninety (90) days may be granted to employees covered by this Agreement. Requests for such leaves must be submitted in writing to the Sheriff or his designated representative at least ten (10) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of the leave request shall be furnished to the employee in writing by the Employer. Employees returning from such leave must provide the Sheriff or his designated representative with at least five (5) days advance notification. If the Sheriff or his designated representative cancels a leave granted under this section, the employee shall be notified by certified mail, return receipt requested, and must thereafter return to work within five (5) days unless other arrangements are made with the Employer.

Section 11.7. Unpaid Medical Leave. A leave of absence without pay due to sickness or injury which prevents the employee from discharging his/her normal duties, shall be granted on the following basis:

- A. An employee who has completed his/her probationary period may be granted a leave of absence by the Sheriff for the period of disability, but not to exceed ninety (90) days, provided his/her request is supported by a physician's statement verifying the need for a leave, diagnosis and expected duration of the leave. Upon the employee's request, the Sheriff may grant up to three (3) ninety (90) day extension periods for such medical leave if, when requested, the need for such extensions are medically verified. However, medical leave shall not be extended to exceed one (1) year, unless for good and sufficient cause; nor shall an employee's leave of absence exceed twelve (12) months in a twenty-four (24) month period. The Employer, after the initial ninety (90) day leave period, may request the employee to provide the Employer with a physician's statement attesting to the employee's continued inability to work every thirty (30) days. Upon the employee's return to work from such leave, the employee shall furnish the Employer with a physician's statement as to his/her fitness for work.
- B. When a medical leave of absence under this provision is granted for a specific period of not more than ninety (90) days, and is not extended beyond such period, the individual shall be entitled, at the termination of such leave, to be reinstated to his/her former position. When a...

medical leave is required for a period of more than ninety (90) days, the employee's position will not automatically be held open for him/her, but rather the employee shall have the right to return to the next available opening in their position, until such time as the employee's seniority is lost.

- C. The employee must utilize his/her sick leave if so authorized by this Agreement before requesting a leave of absence for illness or injury.
- D. The Employer may require an employee to submit to and pass a physical examination upon the employee's return from a medical leave of absence, or from an absence from employment during which time the employee has received workers' compensation benefits, if the Employer questions the employee's physical ability to perform the work, or if the employee's presence in the Department may endanger his/her health and safety, or that of the Department's other employees.
- E. Employees on unpaid leaves of absence or on workers' compensation leave pursuant to this Article, shall not accrue economic fringe benefits provided for under this Agreement except as otherwise expressly provided under this Agreement.

ARTICLE XII

HOLIDAYS

Section 12.0. Holiday Schedule. All full-time employees included within the bargaining unit set forth in section 1.0 shall receive eight (8) hours of pay at their straight time regular rate of pay, exclusive of all premiums, for each of the following recognized holidays irrespective of whether they perform any work on the holiday involved, provided they are otherwise eligible.

New Year's Day
President's Day
Memorial Day
Fourth of July

Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 12.1. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- A. In order to qualify for holiday pay, the employee must occupy a job classification covered by this Agreement and have completed ninety (90) days of employment with the Employer.
- B. The employee must work his/her scheduled hours on his/her last regularly scheduled day before and on his/her regularly scheduled day after the holiday.
- C. The employee must not be on a leave of absence, lay-off or disciplinary suspension.
- D. An employee who is scheduled to work on a holiday, but fails to report for work shall not be entitled to holiday pay.
- E. Holidays falling within the employee's vacation period shall be paid, but no additional time off shall be granted.

Section 12.2. Worked Holidays. Employees who work on a recognized holiday shall receive time and one-half their regular rate of pay for all hours actually worked on the holiday and shall not receive any additional compensation whatsoever unless the employee is eligible for premium pay.

Section 12.3. Holiday Payment. Employees eligible for holiday pay shall receive their holiday pay payment in a separate paycheck with

the first (1st) payroll payment in January of each year. The holiday pay payment shall cover those holidays to which the employee was entitled and was otherwise eligible during the preceding calendar year.

Section 12.4. Payment on Separation. Full-time employees covered by this Agreement who leave the employ of the Employer prior to the payment date set forth in Section 12.3 shall be paid for those holidays for which they were eligible during the period from January 1 of the calendar year of their termination to the date of their leaving.

ARTICLE XIII

VACATIONS

Section 13.0. Vacation Period. All full-time employees with the required seniority on January 1 of each year, and who shall have worked during the period establishing his or her vacation eligibility as set forth below, shall be granted a vacation with pay in accordance with the following schedule, provided they have worked the requisite and qualifying number of hours as set forth below in this Agreement. Vacations may be used in two (2) day increments.

<u>Service Required</u>	<u>Maximum Hours Pay Annually</u>	<u>Maximum Workdays Off Annually</u>
1 year	80	10 workdays
4 years	120	15 workdays
8 years	144	18 workdays
9 years	152	19 workdays
10 years	160	20 workdays

Section 13.1. Vacation Eligibility. In order to be eligible for full vacation benefits, an employee must have actually worked for the Employer during the calendar year immediately preceding the January 1 determination date a total of at least sixteen hundred (1,600) straight time hours. Should any employee fail to qualify for a full vacation benefit according to his length of service in accordance with the foregoing plan solely because of the requirement as to hours, he shall receive a percentage of his vacation pay, computed to the nearest full percentage, based upon the ratio that his straight time hours actually worked bears to sixteen hundred (1,600), provided he works a minimum of five hundred twenty (520) hours.

Section 13.2. Vacation Scheduling.

A. Employees may schedule time off for their vacations during the twelve (12) months following January 1st each year upon proper notice as determined by the Department's rules provided that, in the opinion of the Employer, such time off does not unreasonably interfere with the efficient operation of the Department. Vacation leaves may be denied or cancelled by the Sheriff if there is a Departmental emergency requiring such action.

B. Vacation schedules shall be posted April 1st of each year. Employees desiring a vacation shall indicate on the posting their preferred leave periods. Conflicts in vacation requests shall be resolved by giving preference by seniority. Unused vacation time may be accumulated from year-to-year up to and including a maximum accumulation of thirty (30) days. No more than twenty (20) days to be used at one time. All vacation time accumulated in excess of thirty (30) days shall be lost.

C. Under the current practice of one (1) man per shift scheduled on vacation, members of the bargaining unit shall be entitled to apply for, and be granted, vacations throughout the entire year, subject to subsection A above.

Section 13.3. Vacation Basis. Vacation pay will be computed at the straight time hourly rate, exclusive of all premiums an employee is earning at the time he/she takes vacation leave.

Section 13.4. Benefit on Termination. Non-probationary employees who leave the employ of the Employer after their anniversary date in any year will be eligible for a prorated vacation benefit in accordance with the formula set forth in 13.1 based upon the number of hours actually worked from the immediately preceding anniversary date to the date of termination, provided they have worked a minimum of five hundred twenty (520) hours since the immediately preceding anniversary date, have not been discharged, and have given the Employer at least two (2) weeks advance notification of their leaving.

ARTICLE XIV

INSURANCE

Section 14.0. Hospitalization Insurance.

A. The Employer agrees to pay the required premiums for each full-time employee occupying a job classification covered by this Agreement who has completed ninety (90) days of employment with the Gladwin County Sheriff's Department under the Employer's Blue Cross/Blue Shield MFV-1 program, provided the employee is eligible and subject to the insurance carrier's enrollment procedures. In addition to spouse and dependent coverage, the Employer agrees to provide eligible employees with the same level of benefits previously in effect, including riders: ML, Master Medical Option 4 and a two dollar (\$2.00) prescription co-pay.

B. Effective July 1, 1990, the plan will be changed and modified to include the vision program and the 80/20 master medical program extended to other County employees through Group Benefit Services, Inc. The prescription program shall provide for a generic drug rider equivalent to the BC/BS PD/MAC, effective July 1, 1990.

Section 14.1. Term Life Insurance. During the duration of this Agreement, the Employer agrees to provide and maintain at its cost a life insurance policy in the face amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00), with THIRTY THOUSAND DOLLARS (\$30,000.00) Accidental Death and Dismemberment coverage, for each insurable, full-time employee occupying a job classification covered by this Agreement who has completed ninety (90) days of employment with the Gladwin County Sheriff's Department, subject to the insurance carrier's enrollment procedures. The amounts of any such policy will be reduced by fifty percent (50%) the month in which an employee becomes sixty-five (65) years of age and all such insurance coverage ceases once an employee retires.

Section 14.2. Selection of Insurance Carriers. The Employer reserves the right to select or change any or all of the insurance carriers, to be a self-insurer, either wholly or partially, and to choose and change the administrator of any self-insurance program for the benefits stated in sections 14.0 and 14.1, provided the level of benefits remains substantially equivalent.

Section 14.3. Continuation of Benefits. There shall be no liability whatsoever on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, layoff or retire beyond the month in which such leave of absence, retirement or layoff commences. If an employee is on a paid sick leave of absence, the Employer agrees to continue its applicable insurance contributions for a period of no more than six (6) months, not counting the month in which such sick leave commenced, or the end of that month in which the employee has

ARTICLE XV

RETIREMENT

Section 15.0. Retirement Plan. The Employer agrees to continue participation in the C-1 Plan of the Michigan Municipal Employees Retirement System pension plan on the same basis as existed prior to the execution of this Agreement.

Section 15.1. Employee Contributions. The Employee contribution to retirement will be three percent (3%) of payroll.

Section 15.2. Effective December 31, 1992, the Employer agrees to add the MERS F-55 with 20 years of service and the C-2 with B-1 base benefits, the cost of which benefits will be borne by the employers.

Section 15.3. The Union agrees to seek no further pension improvements until after December 31, 1995.

exhausted his paid sick leave benefits, whichever is shorter. If an employee is on worker's compensation from the County, the Employer agrees to continue its applicable insurance contributions for a period of no more than eighteen (18) months. However, continuation may be permitted on any group health and welfare insurance programs at the employee's cost to the extent required by Federal law.

ARTICLE XVI

COMPENSATION

Section 16.0. Salary Rates and Classifications. The following salary rates will be placed into effect for each of the classifications listed below on the dates indicated:

DEPUTIES

	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
1990	18,132-8.72	18,692-8.99	19,253-9.26	20,375-9.80	21,496-10.34	22,617-10.88
1991	18,882-9.08	19,442-9.35	20,003-9.62	21,125-10.16	22,246-10.70	23,367-11.24
1992	19,632-9.44	20,192-9.71	20,753-9.98	21,875-10.52	22,996-11.06	24,117-11.60

DETECTIVE AND CORPORAL

	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
1990	18,632 8.96	19,192 9.23	19,753 9.50	20,875 10.04	21,996 10.58	23,117 11.12
1991	19,382 9.32	19,942 9.59	20,503 9.86	21,625 10.40	22,746 10.94	23,867 11.48
1992	20,132 9.68	20,692 9.95	21,253 10.22	22,375 10.76	23,496 11.30	24,617 11.84

SERGEANTS

	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
1990	19,132 9.20	19,692 9.47	20,253 9.74	21,375 10.28	22,596 10.87	23,617 11.36
1991	19,882 9.56	20,442 9.83	21,003 10.10	22,125 10.64	23,346 11.23	24,367 11.72
1992	20,632 9.92	21,192 10.19	21,753 10.46	22,875 11.00	24,096 11.59	25,117 12.08

DISPATCHERS

	<u>Start</u>	<u>12 Months</u>	<u>18 Months</u>	<u>24 Months</u>
1990	11,150 5.37	13,043 6.28	13,833 6.66	15,768 7.59
1991	11,900 5.73	13,793 6.64	14,583 7.02	16,518 7.95
1992	12,650 6.09	14,543 7.06	15,333 7.38	17,268 8.31

Section 16.1. Classification Changes. Employees covered by this Agreement who are either given an advancement to a higher paying classification or who are demoted to a lower paying classification shall

initially be placed on the salary schedule at the same step they held in their former classification. Thereafter, such employees shall progress on the pay scale in accordance with their total length of service with the Employer.

Section 16.2. Longevity.

A. Longevity Benefit. --Longevity benefits will be determined on December 1st of each year. All full-time bargaining unit employees who are employed on the December 1st determination date and have completed a minimum of five (5) years of total, continuous service with the Gladwin County Sheriff's Department will be eligible for longevity payments calculated as follows:

1. Three percent (3%) of the After 4 Years step for the base salary rate of the employee's classification upon completion of five (5) years of total, continuous service.
2. Four percent (4%) of the After 4 Years step for the base salary rate of the employee's classification upon completion of nine (9) years of total, continuous service.
3. The maximum allowable base upon which longevity increments may be calculated under either (1) or (2) of this subsection will be sixteen thousand dollars (\$16,000.00).

B. Longevity Payments. Longevity payments shall be made to eligible employees on the Employer's first (1st) payroll period of December of each year following the December 1st determination date.

C. Notwithstanding the foregoing, no longevity will be payable to any employee hired after (date of ratification).

Section 16.3. Marine-Snowmobile Pay Rates. The Employer reserves the right to establish, change, modify or alter from time-to-time the rates of pay for marine or snowmobile work. Whenever employees covered by this Agreement perform either marine or snowmobile work, the time so spent shall not count as hours actually worked for purposes of determining an employee's eligibility for overtime or premium pay under any section of this Agreement.

Section 16.4. Out of Classification Pay. When a member of the bargaining unit is assigned by the Sheriff, or his designee, to work in a higher bargaining unit classification for a period that exceeds four (4) hours, he shall receive the rate of pay for the lowest step in the higher classification that results in an increase, for all hours worked in the higher classification.

ARTICLE XVII

NEW CLASSIFICATIONS

Section 17.0. New Classifications. Whenever the Employer establishes a new classification within the collective bargaining unit set forth in section 1.0, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have fifteen (15) calendar days from receipt of such notification to object to the assigned rates. If the Union so objects, the parties shall meet within thirty (30) calendar days to negotiate any changes which might be required.

ARTICLE XVIII

UNIFORMS AND EQUIPMENT

Section 18.0. Uniforms and Equipment. The County shall provide such uniforms and equipment as the Sheriff and the County shall determine is necessary, subject to reasonable rules for the preservation, use and care of such uniforms and equipment as may be established by the Sheriff from time-to-time. The County shall assume the cost of reasonable necessary cleaning of such uniforms under such rules as the Sheriff may determine. Shoes damaged in the line of duty will be replaced by the County.

Section 18.1. Detective Clothing Allowance. Detectives required to wear civilian clothing will be given a clothing allowance of five hundred dollars (\$500.00) annually, paid with the first (1st) paycheck of July in each calendar year.

ARTICLE XIX
MISCELLANEOUS

Section 19.0. Amendment of Agreement. Upon mutual agreement, the Employer and the Union may amend, supplement, rescind or otherwise alter this Agreement during its term. Any such changes, however, shall not be effective unless it is reduced to writing and signed by duly authorized representatives of both the Employer and the Union.

Section 19.1. Captions. The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 19.2. Gender. The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun, the plural, unless the context clearly requires otherwise.

Section 19.3. Payday. Payday will be every other Friday by 2:00 p.m. Prepayment of checks will be made when holidays fall on payment day, also the afternoon and midnight shift will be paid on Thursday.

Section 19.4. Separability. Any part of this Agreement which shall be invalid or in conflict with applicable State or Federal law by a court of competent jurisdiction, shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. The parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

Section 19.5. Temporary, Irregular and Volunteer Auxiliary Employees. It is mutually understood and agreed that the Employer may continue its practice of using temporary, seasonal, volunteer and auxiliary employees to supplement and augment its normal work force. Temporary, seasonal, volunteer and auxiliary employees shall not be subject to this Agreement, however, temporary and seasonal employees shall not be employed for more than six (6) consecutive months. Scheduled overtime shall be offered to bargaining unit members prior to being offered to temporary or seasonal employees. The Sheriff's posse shall not be used for regular road patrol duty.

Section 19.6. Statutory Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment which establishes a procedure whereby the employee may challenge the Employer's determinations regarding substantially the same issues and the employee seeks substantially the same remedies, he/she will be required to, no later than Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or his/her statutory remedies at his/her single means of challenging the Employer's determination. If the employee elects to pursue his/her statutory

remedy, or fails to make an election, any grievance concerning the Employers employment determination shall be considered withdrawn by the employee and the Union and further, shall not thereafter be subject to any arbitration proceeding.

Section 19.7. Residency Requirements. It is recognized by all parties concerned that it is mutually advantageous that all employees covered by this Agreement legally reside in Gladwin County. New hires must comply with this requirements within fifteen (15) months of their date of hire. Present employees who reside outside of the County or purchase property outside of the County prior to October 31, 1990, are exempt from this requirements until they move their present domicile.

Section 19.8. Patrol Car Inspections. Vehicles routinely used on road patrol will be subject to periodic inspections, not to exceed two (2) per year. Such inspections will be conducted by a licensed mechanic. Mechanical difficulties discovered by such inspections and, which in the judgment of the mechanic, do impair the safety of the vehicle's occupants will be corrected. These corrections will be made before the vehicle is returned to road patrol.

Section 19.9. Liability Coverage. The Employer agrees to notify the Union if it is changing from its liability coverage with its current carrier, the Michigan Municipal Risk Management Authority, and if such change occurs, the Union may request to negotiate regarding the same. Further, the Employer agrees to provide representation to employees in suits arising from their employment, provided they are the defendant in such action.

Section 19.10. Two Man Patrol Units. The Employer agrees to continue to schedule the use of two (2) man patrol units between the hours of 8:00 p.m. and 4:00 a.m. However, if a scheduled officer fails to report to work, a one (1) man unit may be utilized. The officers may work in two (2) separate one (1) man units if mutually agreed between the officers.

Section 19.11. Supplemental Employment. All non-department supplementary employment must be consistent with Article 13.4 of the Departmental Rules and Regulations.

ARTICLE XX

SCOPE OF AGREEMENT

Section 20.0. Past Practices. It is the intent of the parties hereto that the provisions of this Agreement shall govern their entire relationship, be the sole source of any and all claims which may be asserted under this Agreement, and that its terms will supersede all prior agreements, oral or written, express or implied, between them.

Section 20.1. Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter not specifically referred to or covered by this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXI

DURATION

Section 21.0. Termination. This Agreement shall remain in force from January 1, 1990, until December 31, 1992, at 11:59 p.m., and thereafter for successive periods of one (1) year, unless either party shall, on or before the sixtieth (60th) day prior to the expiration date or subsequent one (1) year period, serve written notice on the other party of a desire to terminate, modify, alter, negotiate or change or amend this Agreement. A notice of a desire to modify, alter, amend, negotiate or change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date or subsequent one (1) year period, whichever is the case, in accordance with applicable law, and in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof. Notwithstanding the foregoing, any employees who voluntarily or involuntarily terminate their employment prior to the date of ratification and execution of this Agreement by both parties, will not receive salary or benefits retroactively.

ARTICLE XXII

DISCIPLINE/DISCHARGE PROCEDURES

Section 22.0. Union Representation. Any employee shall have the right to have his Union representative present if requested by the employee at any interview where the employee reasonably believes the investigation will result in a disciplinary action. No employee that has requested Union representation in such cases shall be required to make a statement unless the Union representative is present.

Section 22.1. Information Provided. The County shall make available to the Union, upon request, copies of any and all documents or statements along with the names of witnesses, and any and all evidence, facts, etc., that was at the disposal of the Employer at the time the decision was made to impose disciplinary action, except in the case of criminal investigations.

Section 22.2. Probationary Employees. Newly hired employees who are on their one (1) year probationary period shall have recourse to the grievance procedure on any issue concerning disciplinary action and/or discharge.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
this _____ day of _____, 1989.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

COUNTY OF GLADWIN

Arthur J. Fiedel
Bargaining Representative

BY *Roy O'Hare*
Roy O'Hare, Chairperson,
County Board of Commissioners

Chris H. Dennis
Member

BY *Terry Walters*
Terry Walters, Sheriff

Michael Hausman
Member

BY _____

Berry Posey
Member

BY _____

Member

BY _____