

**MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION**

POLICE OFFICERS ASSOCIATION OF MICHIGAN

-and-

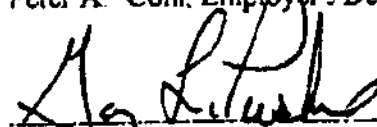
**MERC Case No.: L98-K-3010
STIPULATED AWARD**

COUNTY OF OGEMAW

The Panel Chair met with representatives of the parties on two occasions, for extensive discussions. In the course of these discussions, the positions of the parties were put forward in a very forthright manner. Each issue was discussed at length. While it was premature to consider voting on any issue in advance of a substantive hearing, the nature of proofs to be adduced by each party was clear, as well as the counter-evidence thereto.

Consistent with the forthrightness of these presentations, and the ensuing discussions, the position of the Panel Chair on each of these issues became fairly clear. This being the case, it was agreed by the parties that proceeding to hearings would be unnecessary; all substantive matters had been reviewed at length, and the ultimate outcome on each issue was already certain. Thus, the parties agreed to submission by the Panel of a Stipulated Award. The Award tracks the language of the prevailing party's proposal on each issue in contention.

The Undersigned, members of the Act 312 Panel, agree that the enclosed contract is the Stipulated Award of the Panel, which has been agreed to by the parties.


Peter A. Cohl, Employer's Delegate
Gary Pushee, Union's Delegate
Martin L. Kotch, Panel Chair

September 7, 2000

ORIGINAL FOR EXECUTION
July 26, 2000

AGREEMENT

between

**the COUNTY OF OGEMAW
and the OGEMAW COUNTY SHERIFF**

and

**POLICE OFFICERS
ASSOCIATION OF MICHIGAN**

January 1, 1998 through December 31, 2000

STATE OF MICHIGAN
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AGREEMENT

This Agreement made and entered into this ____ day of March, 1999, by and between the Ogemaw County Sheriff (hereinafter referred to as "Sheriff"), the Ogemaw County Board of Commissioners (hereinafter referred to as the "County"), and the Police Officers Association of Michigan (hereinafter referred to as the "Union").

**ARTICLE 1
RECOGNITION**

Section 1.0: Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the County hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment as set forth in this Agreement, for the employees employed by the Ogemaw County Sheriff's Office in the following described unit:

All full-time personnel of the Ogemaw County Sheriff's Office, employed as Deputies, Detectives, Jailers, Dispatchers, Cooks and Secretaries, but excluding the Sheriff, Undersheriff and all other employees.

Section 1.1: Extra Contract Agreements. The County agrees not to enter into any agreement with any other labor organization with respect to the employees covered by this Agreement nor any agreement or contract with employees covered by this Agreement, individually or collectively, which conflicts with the express terms of this Agreement, during the term of this Agreement.

Section 1.2: New Classifications. If, during the term of this Agreement, the County desires to establish a new classification, it shall give notice to the Union not less than thirty (30) days prior to the implementation of the new classification. Said notice shall include the title of the new classification, a brief general description of the job to be performed, and the proposed wage rate. The County agrees to negotiate with the Union, upon request, as to the wage rate for the new classification and, if the parties are unable to agree to a wage rate, the position shall be established at the wage rate proposed by the County and the Union may, upon written notice to the County, refer the dispute to binding arbitration under the provisions of Act 312 of the Public Acts of 1969, as amended.

ARTICLE 2
REPRESENTATION

Section 2.0: Stewards. The County recognizes the right of the Union to designate a Steward and Alternate from the seniority list of the unit described in Section 1.0. Once the Steward and Alternate are selected, their names will be submitted to the County and the Sheriff for their information.

Section 2.1: Duties of Steward. When requested by an employee the Steward or Alternate may investigate any alleged or actual grievance and assist in its preparation. He may be allowed reasonable time off as determined by the Sheriff during working hours without loss of pay or benefits, upon notification and prior approval of his immediate supervisor outside of the bargaining unit. When an employee presents his own grievance without intervention of the Steward or the Alternate, said Steward or Alternate shall be given the opportunity to be present if the employee requests.

Section 2.2: Bargaining Committee. The County agrees to recognize not more than three (3) non-probationary employees of the bargaining unit as a Bargaining Committee, provided however, that during negotiations, no more than one of the said Committee shall be on duty. The Union shall furnish the names of the Committee members to the County in writing. The County and the Union shall both have the right to have outside representatives present during negotiations.

ARTICLE 3
COUNTY AND SHERIFF'S RIGHTS

Section 3.0: No Discrimination. The parties hereto agree that there shall be no discrimination in the application of this Agreement on the basis of race, creed, color, national origin, age, sex, or Union membership as required by law.

Section 3.1: Rules and Regulations. The Sheriff shall have the right to adopt and enforce rules and regulations concerning standards of conduct and performance of duties of Department personnel and otherwise governing the employment relationship. Such rules and regulations shall not contravene any of the provisions of this Agreement. If the application of any new rule or regulation conflicts with the provisions of this Agreement, then the rule may become a subject for the grievance procedure contained herein.

Section 3.2: Management Rights. The management of the Ogemaw County Sheriff's Office and the direction of its employees, including, but not limited to, the right to determine what work will be done in what order and by whom; the right to determine whether overtime is required and how much; the right to establish standards of performance and conduct and to be the sole judge of employees' performance and conduct in connection with those standards; the right to hire, promote, demote and lay off employees; the right to discipline employees; the right to introduce new methods of work and

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equipment; the right to determine work schedules and shifts including the right to make special assignments to secondary road patrols, STING unit, traffic detail, ORV and Marine programs. In the event the Sheriff desires to add new programs, the program shall be discussed with the Union. The right to decide the number of employees needed at any one time and the right to adopt rules and regulations governing employees' dress, conduct and work performance, shall be vested exclusively in the Sheriff, provided that in the exercise of these rights, the Sheriff shall not violate any of the provisions of this Agreement.

Section 3.3: No Strike. The parties hereby mutually agree and recognize that the services performed by the employees are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of service for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of their work. The Union further agrees that there shall be no strike, sit-down, stoppages of work or any acts that interfere with the services of the County and the Sheriff as long as this Agreement is in force.

Section 3.4: No Lockouts. The County agrees there shall be no lockouts during the term of this Agreement.

**ARTICLE 4
UNION SECURITY**

Section 4.0: Agency Shop. As a condition of employment, all employees included in the bargaining unit as set forth in Section 1.0 of this Agreement, thirty-one (31) days after the start of their employment with the County or the effective date of this Agreement, whichever is later, shall either become members of the Union or shall pay the monthly labor service fee that is uniformly required of all Union members to the Union. An employee shall be deemed as in compliance with this section if he is not more than thirty (30) days in arrears of payment of Union dues or the monthly service fee. In the event an employee becomes delinquent thirty (30) days or more in the payment of such dues or fees, he shall be separated from his employment by the County following written notice and demand thereof by the Union.

Section 4.1: Dues Checkoff. Dues shall be paid by payroll deduction. The County agrees to make such payment for all employees upon receipt of a signed Due Checkoff Card from each employee. The Union shall provide the Checkoff cards.

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Section 4.2: Save Harmless Clause. The Union shall indemnify and save the County and the Sheriff harmless against any and all claims, demands, suits, liability and other actions arising from this Section or compliance therewith by the County.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.0: Definition of a Grievance. A grievance is defined as a reasonably and sensibly founded claim of an alleged violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

Section 5.1: Procedure.

- STEP I. The Union or the aggrieved employee shall submit the grievance orally to the employee's immediate supervisor within three (3) working days after the grievance might reasonably become known to exist. The immediate supervisor shall give an oral answer to the Union and the aggrieved employee within seventy-two (72) hours of receiving the complaint. In the event the complaint is not satisfactorily settled at this point, it shall become a grievance and the procedures hereinafter set forth shall apply.
- STEP II. The grievance shall be prepared in writing and shall state the facts on which it is based, when they occurred, the Section or Sections of the agreement which have allegedly been violated and the remedy desired. The written grievance shall be submitted to the Sheriff with a copy to the County Attorney within seventy-two (72) hours of the receipt of the oral answer in STEP I. The Sheriff or his designee shall give a written answer to the Union within seventy-two (72) hours of receiving the written grievance.
- STEP III. If the answer in STEP II does not effect a settlement, the grievance shall be referred to the Sheriff or the County Attorney and a representative of the Police Officers Association of Michigan. They, together with the Steward, shall meet at the office of the Sheriff within fourteen (14) days of the answer in STEP II, for the purpose of discussing the grievance and attempting to reach a solution. Within seven (7) days of the conclusion of this meeting, the Sheriff or the County Attorney shall submit the Employer's decision in writing to the Union. In this conference, either party may be represented by legal counsel.
- STEP IV. If a settlement is not effected in STEP III, the Union shall have the right to submit the matter to an impartial arbitrator in accordance with the procedures and rules of the

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Federal Mediation and Conciliation Service, provided, however, that the Union shall give written notice to the Employer of its intention to arbitrate, within twenty (20) days of the receipt of the answer in STEP III. The loser of a coin flip shall have the option of striking the first names from the list and the parties shall alternatively strike names from the list until only one name remains. That person shall be the arbitrator. The parties may reject the entire panel and request another list.

The cost of the arbitrator shall be borne equally by the County and the Union and the decision of the arbitrator shall be final and binding on the parties.

Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall at all the times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance, if arbitrability is affirmatively decided. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the only concessions which the Employer has yielded. The arbitration award shall not be retroactive earlier than the date the grievance was first submitted in writing. The arbitration award shall be final and binding on the Employer, Union and employees. However, each party reserves the right to challenge arbitration or awards thereunder if the arbitrator has exceeded his jurisdiction or has arrived at his award fraudulently or by improper means.

Section 5.2: In all steps of grievance procedure described above, either the Employer or the Union shall have the right to specify that the aggrieved employee, his superior or both, be called in to discuss the details of the grievance in the presence of the proper representative of both the Employer and the Union.

Section 5.3: General Procedures. Time limits at any step of the grievance procedure may be extended by mutual agreement of the Union and the Employer. Such extension agreements shall be reduced to writing and signed by the parties. In the event that the Union does not appeal from one step to another within the time limits allowed, the grievance shall be considered as settled on the basis of the last answer. Failure of the Employer to respond within the time limits shall be considered a denial of the grievance and it may be automatically processed to the next step, including arbitration. Saturdays, Sundays and Holidays shall not be counted as days in the time limits included in this grievance procedure.

Section 5.4: Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not

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limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. In the event that an Unfair Labor Practice (ULP) is filed by the Union and MERC determines it does not have jurisdiction and remands the matter back for arbitration, the above prohibition shall not apply.

ARTICLE 6 SENIORITY

Section 6.0: Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Ogemaw County Sheriff's Office since the employee's last date of hire. Classification seniority shall be defined as the length of an employee's continuous service in his current classification commencing with his last date of hire in that classification. An employee's "last date of hire" shall be the most recent date upon which he first commenced employment. Employees who commence employment on the same date shall be placed on the Seniority list in alphabetical order of surnames. Any employee who changes his surname between the time he commences employment and the time he attains seniority shall be placed on the Seniority list according to the first letter of his or her surname at the time of employment.

Section 6.1: Probationary Period. When a new employee is hired, he or she shall be considered a probationary employee for the first twelve (12) months of service. During this period of probation, the Union shall represent probationary employees for the purpose of, but not limited to, rates of pay, wages, hours of work and grievances concerning all aspects of this Agreement except those related to discharge or discipline.

Section 6.2: Seniority Accrual. Notwithstanding the provisions herein relative to probationary employees, all employees shall accrue seniority from their last date of hire.

Section 6.3: Seniority List. The Employer shall maintain a Seniority List which shall be updated semi-annually and which list indicates name, position, class and seniority date. This list may be viewed by the Union on demand.

Section 6.4: Loss of Seniority. An employee shall lose his seniority if:

- A. He resigns or quits.

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- B. He is discharged or terminated from work and such discharge is not overturned by the grievance procedure contained herein.
- C. He retires.
- D. He is convicted of, or pleads guilty or no contest to, a felony or is convicted of a misdemeanor for conduct involving dishonesty or moral turpitude.
- E. He is laid off for a period of time equal to his seniority or two (2) years whichever is lesser.
- F. He is absent from work including failure to return at the expiration of a leave of absence or extension, vacation or disciplinary layoff for three (3) consecutive working days without notifying the Employer or his designee, except when the failure to notify is due to circumstances beyond the control of the employee.
- G. He makes an intentionally false statement on his/her employment application or request for leave of absence.
- H. Inability to return to work for medical reasons after expiration of sick leave or leaves of absence or any extension thereof.

Section 6.5: Military Leave. An employee shall be allowed a military leave of absence as mandated by state and/or federal laws upon presentation of official orders requiring said leave. Benefits shall continue during the military leave as required by law.

**ARTICLE 7
HOURS AND OVERTIME**

Section 7.0: Work Day. The normal work day for all personnel in the bargaining unit (except cooks) shall be eight (8) hours in a twenty-four (24) hour period, commencing at 12:01 A.M. The normal work day for cooks may vary from 8 to 10 hours per day at the discretion of management.

Section 7.1: Pay Period. A normal pay period shall be comprised of eighty (80) hours in a fourteen (14) day period for all personnel. The pay period shall coincide with that of other County employees.

Section 7.2: Overtime. All time worked over eight (8) hours in a work day or eighty (80) hours in a pay period for all employees, except cooks, shall be paid at the rate of one and one-half times the

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employee's regular hourly rate of pay, except that overtime shall not be paid when more than eight (8) hours are worked in one work day for said employees as the result of a regularly scheduled shift change, providing, however, that at least ten (10) hours have elapsed between the end of one shift and the beginning of the 2nd shift. If less than ten (10) hours have elapsed between shifts, the employee shall be paid at the rate of time and one-half for all hours worked during the second shift. All time worked by the cooks over ten (10) hours in a work day and eighty (80) hours in a pay period shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay.

Section 7.3: Pyramiding. Hours for which overtime or other premium pay are paid on one basis shall not be counted again for purposes of other overtime or other premium pay.

Section 7.4: Scheduling. All deputies, jailers and dispatchers, including ranking officers, shall select their shift preference according to seniority every three (3) months, providing, however, that such preference shall apply to open positions only. The Sheriff shall have the right to change the posted schedules subject to the following limitations:

- A. An employee's regularly scheduled day off shall not be changed for the sole purpose of avoiding overtime.
- B. An employee's schedule may be changed due to employee absence(s) of more than eight (8) consecutive work days; in unforeseen or emergency circumstances; or for any other reason with the consent of the employee.

Section 7.5: Compensatory Time. Employees may elect to bank compensatory time off in lieu of overtime pay provided, however, that compensatory time off may not be banked in excess of twenty-four (24) hours. Such compensatory time off shall be computed at the rate of one and one-half hours for each hour of overtime worked. Employees requesting compensatory time off shall submit said request to their immediate supervisor at least forty-eight (48) hours in advance of the date requested. Requests for compensatory time off shall not be denied except for just cause. For the purposes of this section, "just cause" shall be defined as cases of Department emergency whereby all Department personnel within the classification of the requesting employee are ordered to work or in cases where a replacement employee cannot be found to fill the vacancy. The Sheriff shall have the right to either fill or not fill the vacancy in his sole discretion. Any unused compensatory time shall be paid out after six (6) months of being earned.

Section 7.6: Call-In Pay. Any employee not scheduled for duty who is ordered in and reports for work, except when said employee is on a medical leave, for any purpose, including training sessions and court appearances, shall receive a minimum of three (3) hours pay at one and one-half times his/her regular hourly rate of pay. An employee may be assigned to work in his/her classification to complete the three (3) hours on such calls.

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Section 7.7: Shift Swapping. Employees may agree to trade shifts with other employees within the same pay period for one or more days at a time, for their own convenience upon prior notification and approval of the Sheriff or Undersheriff, Lieutenant, or Sergeant. It is understood and agreed that no overtime shall result in any way from such voluntary changes, and, for pay, overtime and scheduling purposes, it shall be presumed that the shift trade did not occur. Under no circumstances shall an employee be permitted to use paid time off to cover the day he/she traded to work. The Sheriff or his designee may authorize the use of paid time off to cover a trade day if a written request is submitted and approved in advance.

Section 7.8: Equalization of Overtime. The Sheriff shall attempt to distribute overtime as equally as possible among the available employees in the classification concerned. Any employee offered overtime and refusing to work shall be charged as having worked all hours offered for equalization purposes. Notwithstanding the provisions of this section, emergency overtime work may be performed by any available qualified personnel in the classification which normally performs such work. Employees will not be considered for overtime while they are on vacation or leave of absence either with or without pay.

ARTICLE 8 HOLIDAYS

Section 8.0: The following days shall be recognized as holidays of the Ogemaw County Sheriff's Office:

New Year's Day	Labor Day
President's Day	Veteran's Day
Easter	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

All full-time employees covered by this Agreement shall receive eight (8) hours pay at their regular straight time rate of pay exclusive of all premiums for each of the above recognized holidays in addition to any regular wages paid for the holiday. Effective January 1, 1999, all full-time employees covered by this Agreement who work on New Year's Day, Labor Day, Easter, Memorial Day, Thanksgiving Day, Day after Thanksgiving Day, or Christmas Day will be paid one and one-half times their hourly rate for all hours worked on such day in addition to eight (8) hours of holiday pay.

Section 8.1: Pay. All payments of holiday pay shall be paid in the pay period in which the holiday occurs.

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Section 8.2: Holiday Eligibility. Any employee who is on vacation when one of the holidays enumerated in Section 8.0 occurs shall receive an additional eight (8) hours of vacation or holiday pay at his option. A new employee shall not be eligible for any holiday pay during the first thirty (30) days of his employment. To be eligible for holiday pay, an employee must have worked his scheduled hours on the last scheduled work day preceding the holiday and on the first scheduled work day following the holiday providing, however, that absence due to illness or other compelling personal reasons supported by adequate proof of the same shall not disqualify an employee for holiday pay if he meets all of the other conditions stipulated.

Section 8.3: Days Off. Any holiday which occurs on an employee's regular day off and for which the employee is paid will not be considered as time worked for overtime purposes.

Section 8.4: Personal Holidays. All employees except newly hired employees shall receive five (5) personal days on January 1st of each year to be used in the calendar year at the discretion of the employee subject to the limitations enumerated subsequently herein. Newly hired employees shall receive personal days in the calendar year of hire in accordance with the following schedule:

- A. Hired between January 1 through April 30, accumulate four (4) personal days.
- B. Hired between May 1 through August 31, accumulate three (3) personal days.
- C. Hired between September 1 through December 31, accumulate two (2) personal days.

Prior notice of the use of such personal holidays shall be given to the employee's supervisor at least forty-eight (48) hours in advance. More than one (1) personal holiday may be taken at any one time providing that the Employer is notified. A properly submitted request for a personal holiday(s) shall be approved by the immediate supervisor and will not be denied except for reason of "just cause." For purposes of this section, "just causes" shall be defined as cases of Department emergency whereby all Department personnel within the classification of the requesting employee are order to work; or in cases where a replacement employee cannot be found to fill the vacancy. The Sheriff shall have the right to fill or not fill the vacancy in his sole discretion. Personal holidays not used in the calendar year will be reimbursed by the 2nd pay day of January in the next year at the rate of Forty and No/100 (\$40.00) Dollars per day or 50% of the employee's regular hourly rate, whichever is greater, except when personal days were requested and denied for reasons set forth above and the employee was unable to take said days prior to the end of the calendar years, in which case the employee shall be reimbursed at his/her regular hourly wage for all hours not used.

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**ARTICLE 9
VACATIONS**

Section 9.0: Vacation Periods. Beginning January 1, 1995, all employees will earn a portion of their annual vacation each pay period. The amount earned each pay period will equal the amount of vacation for which an employee is eligible divided by twenty-six (26) pay periods. On January 1, 1995, all unused vacation will be placed in each employee's bank. Each employee will maintain a bank of his earned and unused vacation with a maximum allowable accumulation in each bank of 200 hours. All vacation earned after the employee has accumulated 200 hours will be lost so long as the unused vacation in the bank is 200 hours.

For employees on the payroll on December 31, 1994, length of seniority as of an employee's anniversary date shall determine eligibility for vacation hours according to the following schedule:

After 1 year	40 hours
After 2 years	80 hours
After 5 years	120 hours plus eight (8) hours for each year in excess of five (5) years seniority up to a maximum of 168 hours

providing that an employee on an approved leave of absence, such as sick leave or worker's compensation in excess of ninety (90) days, would not earn vacation time during such leave, but would retain any unused vacation which may be taken up on his return to work.

For employees hired on or after January 1, 1995, length of seniority as of an employee's anniversary date shall determine eligibility for vacation hours according to the following schedule:

After 1 year	40 hours
After 2 years	80 hours
After 5 years	120 hours

providing that an employee on an approved leave of absence, such as sick leave or worker's compensation in excess of ninety (90) days, would not earn vacation time during such leave, but would retain any unused vacation which may be taken up on his return to work.

Section 9.1: Final determination of vacation schedules is left to the determination of the Sheriff, taking into account the needs of the Department. In any event, an employee must be given the opportunity to take time off for vacation purposes before the end of this anniversary year.

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Section 9.2: Prior to April 1st of each year, vacations shall be scheduled with the Sheriff. In determining the vacation schedule, the most senior employee (time in grade and classification) shall be the first to choose vacation, followed by the next senior and so on, until each employee has made his initial choice of dates. To equalize prime vacation time, each employee shall be limited to scheduling up to ten (10) days of his vacation on his first selection. The ten (10) days so selected may be used during any available vacation period. After each employee has made his first selection, then each employee shall select the balance of his vacation in the same order that his initial selection was made.

Section 9.3: Advance Pay. Eight (8) hours of vacation shall mean eight (8) hours at the individual employees' regular hourly rate, excluding shift premiums. Upon request, at least two (2) weeks in advance of the starting date of an employee's vacation, an employee shall be given his vacation pay covering the amount of vacation he is currently taking. Such payment shall be made on the last pay day preceding the commencing of his vacation.

Section 9.4: Should an employee be off sick during his scheduled vacation time, he may be permitted to change his vacation to another date which will not conflict with another employee's vacation. Consideration of such a request is contingent upon prompt notice and proof of illness to the Sheriff.

Section 9.5: When an employee quits, is discharged, retires or dies, he or his heirs shall be paid for all unused accumulated or earned vacation.

Section 9.6: When an employee returns from military leave of absence, the total time in military service, up to five (5) years if honorably discharged, shall be counted in determining the number of vacation hours for which he is eligible.

Section 9.7: Vacations shall be taken in one (1) regular work day (10 hours for cooks; 8 hours for all others) increments. However, in unusual situations, and with the prior approval of the Sheriff, vacations may be taken in lesser increments.

**ARTICLE 10
SICK LEAVE**

Section 10.0: Sick leave shall accumulate at the rate of eight (8) hours for each month of service up to a maximum accumulation of seven hundred sixty-eight (768) hours providing, however, that an employee on an approved leave of absence, such as sick leave or worker's compensation in excess of ninety (90) days, would not earn sick leave during such leave.

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Section 10.1: In the event that an employee retires on a regular pension or disability pension, or dies, he or his heirs shall be paid for all unused, accumulated sick leave at the rate of Thirty and no/100 (\$30.00) Dollars for each day of such sick leave.

Section 10.2: In the event an employee terminates his employment through a voluntary quit with twenty-one (21) days notice, he shall be paid for all unused, accumulated sick leave at the rate of Thirty and no/100 (\$30.00) Dollars for eight (8) hours of sick leave.

Section 10.3: General Rules. Sick leave may be used only in cases of actual sickness, except that a maximum of ten (10) days of paid sick leave per calendar year shall be granted for illness of immediate family members (as defined in Section 11.0). Such absences shall be charged to accumulated sick leave.

An employee shall promptly notify the Sheriff or his designee of any illness or disability of himself or immediately family member which will prevent him from working. Proof of illness and basic nature of illness, by means of a signed statement from a physician, may be required by the Sheriff for any absence in excess of three (3) consecutive working days if the Employer has reason to believe the employee is abusing sick leave. The Employer will warn the employee before requiring proof of illness; however, this section shall not preclude discipline for fraudulent use of sick time.

By January 31st of each year, an employee shall be paid for all unused sick leave in excess of seven hundred sixty-eight (768) hours as of the previous December 31st, at the rate of Thirty and No/100 (\$30.00) Dollars for each eight (8) hours of unused sick leave.

An employee returning from sick leave of at least eight (8) consecutive working days will resume the same classification, provided that he can do the work.

Accumulation of sick leave shall not begin until thirty (30) days from the date of employment.

Notwithstanding anything to the contrary, additional non-paid sick leave may be granted at the sole discretion of the County. Upon return to work from such leave, an employee shall be assigned to a like position to the one he held at the time he became sick. An employee requesting such leave shall submit a certificate signed by a physician indicating the need for such leave. In the event of any dispute under this provision, the employee shall submit himself to an examination by a Doctor designated by the Sheriff. The cost of this examination shall be borne equally by the Employer and employee.

Section 10.4: Family and Medical Leave. The Union and the Employer reserve all their rights under the Federal Family and Medical Leave Act and may exercise same.

**ARTICLE 11
BEREAVEMENT LEAVE**

Section 11.0: Death in the Immediate Family. In the event a death occurs in the immediate family of an employee, he shall be entitled to twenty-four (24) hours off with pay. Additional time off without pay may be authorized by the Sheriff. Immediate family is defined as:

Parent, wife or husband, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren.

Section 11.1: An employee will be allowed eight (8) hours off with pay to attend the funeral of other close relatives at the discretion of the Sheriff, provided such funeral day is a normal work day scheduled for the employee.

**ARTICLE 12
UNION BUSINESS LEAVE**

Section 12.0: State and National Conventions. Upon advance notice and with approval of the Sheriff, leaves of absence without pay for a period of not to exceed fifteen (15) days will be granted to employees to attend State and National Union Conventions. Seniority will accumulate during such leaves.

**ARTICLE 13
LAYOFF AND RECALL**

Section 13.0: Definition. Layoff shall be defined as a separation of employees from the active work force. Recall shall be defined as a return of work at a permanent position in the Department from such layoff.

Section 13.1: Order of Layoff. (This Section not applicable to cooks and secretarial classifications).

All part-time, temporary or probationary employees shall be laid off prior to any layoff or permanent employees.

Layoff of employees shall be in inverse order of seniority within the Sheriff's Department providing, however, the employees remaining shall have the necessary qualifications and ability to

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perform the remaining work. In the event the person remaining does not possess the necessary certification or ability, then the least senior employee without the certification shall be the person laid off.

A party changing jobs as a result of a layoff shall assume the new job at the highest rate of pay set forth if such rate of pay is less than his former rate. In the event the change of jobs as a result of layoff would result in an increase in pay, the employee shall be paid at the lowest rate for the new job, providing said rate is not less than his former rate of pay.

All employees shall have twenty-one (21) days advance notice before a layoff.

Nothing in this section shall prohibit an employee with enough seniority to avoid layoff, to accept a voluntary layoff. If an employee takes such action, he or she must do so with the full knowledge that recall shall be in inverse order of layoff without regard to his or her seniority.

Section 13.2: Recall. Employees on layoff status who retain seniority shall be recalled for any permanent position which becomes open or for any temporary position which will last thirty (30) days or more in which they had previously held permanent status and for which they are qualified. Such recalls shall be in inverse order of layoff with the last person being laid off recalled first. The Sheriff shall notify the employee of recall by Certified Mail to the employee's last known address and, if the employee does not report within ten (10) days of the date the letter is sent, or such longer time as shall be acceptable to the Sheriff, the employee shall be deemed to have refused recall and be considered as a voluntary quit. The Sheriff may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure.

**ARTICLE 14
DISCIPLINARY ACTION**

Section 14.0: Written Notice. In the event the Sheriff takes disciplinary action against a non-probationary employee involving a written reprimand, a suspension or discharge, the Sheriff or County Attorney shall furnish the Employee and the Union with a written notice sufficient to inform the employee of the nature of the acts or conduct which have given rise to the disciplinary action. Such statement shall be furnished at the time the penalty is imposed.

Section 14.1: Past Infractions. In imposing any discipline on a current charge, the Employer will not base its decision upon any prior infractions which occurred more than two (2) years previously, unless the previous infraction is directly related to the current charge.

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Section 14.2: Just Cause. All disciplinary action imposed shall be for just cause, subject to the Sheriff's right under M.C.L.A. 51.70. Any question of just cause shall be resolved through the grievance procedure. Probationary employees shall not be entitled to any of the benefits and procedures of this section.

Section 14.3: Disciplinary action shall be taken within a reasonable time of the incident giving rise to the discipline or from the time the Employer knew or should have known of the offense.

**ARTICLE 15
PROMOTIONS**

Section 15.0: Promotions. The Sheriff shall consider qualified employees of the Department for promotional opportunities that become available. All promotional opportunities shall be posted on the Union Bulletin Board for a period of ten (10) days. Any employee possessing the necessary qualifications may apply for the position within the posting period. Each employee applying shall be interviewed by the Sheriff. The Sheriff shall, in his complete discretion, select the employee for promotion based upon the employee's experience, his ability to perform the available work, his training and background. Any employee who is a member of the bargaining unit on January 1, 1995, and thereafter who is promoted to the position of undersheriff shall have his seniority frozen on the date of transfer except that he may accrue an additional twelve (12) months seniority while serving as undersheriff. The individual so appointed may bump back into the bargaining unit at any time using his last seniority plus the time spent as undersheriff (with a maximum allowable time of 12 months) for bumping purposes. Upon rejoining the bargaining unit, the "bump back" seniority would be the starting basis for the employee's selection rights with regard to vacation and shift preference and also with regard to layoff.

**ARTICLE 16
RETIREMENT**

Section 16.0: The Municipal Employees Retirement System Plan B-3 with an FAC-3 Rider, Benefit Program E-2, F-55 Rider (full retirement at age 55 with 15 years of service) and F-50 Rider (full retirement at age 50 with 25 years of service) shall be continued for all employees covered by this Agreement. Employee contributions to the plan shall be made at the rate of four (4%) percent of payroll.

Effective December 31, 1994, benefits under the Municipal Employees Retirement Plan shall be changed from B-3 to B-4. To partially offset the increased cost of this change, employee contributions will increase to 5% on January 1, 1994, and to 5 1/2% on December 31, 1994.

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Employees may purchase, at no cost to the County, eligible military time to be used for retirement purposes. The cost of such time shall be determined by the Municipal Employees Retirement System.

**ARTICLE 17
UNIFORMS**

Section 17.0: Uniforms Provided. The Employer agrees to provide the following uniform and equipment for all newly hired deputies:

Four winter shirts	Four pairs of trousers
Four summer shirts	One summer hat
One pair of plain black shoes	One winter jacket
All uniform accouterment (limited however to two badges and two name plates)	One spring jacket
One helmet with face shield	
One complete set of leather	
One riot baton	

The dispatch employees shall receive:

Three pairs of trousers	Four summer shirts
One belt	One pair of shoes

The jailer shall receive:

Two pairs of trousers	Four shirts (of the wash and wear variety)
One pair of shoes	

to be maintained at their own expense.

The Detective shall receive one complete uniform as provided the Deputies. In addition, effective January 1, 1999, the Detective shall be allowed a clothing allowance of \$250.00 a year. Clothing under this allowance shall be purchased by the Detective and charged to the County after authorization by the Sheriff.

Uniforms and equipment shall be replaced on an as-needed basis.

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Section 17.1: Any equipment or uniforms provided by the County with the exception of the shoes, remain the property of the County and shall be returned to the County in the event an employee terminates his employment with the County.

Section 17.2: In the event any personal property of an employee is lost or destroyed when an employee is in performance of his duty, a claim may be submitted to the Board of Commissioners for reimbursement of the lost or destroyed article. Each claim will be considered by the Board on its individual merits, and the determination of the Board shall be final and not subject to the grievance procedure.

ARTICLE 18 WAGES AND PREMIUMS

Section 18.0: Wages. See Appendix A for classification and rate schedule.

Section 18.1: Shift Premiums. Shift premium shall be paid according to the following schedule:

6:00 a.m. to 2:00 p.m.	No premium
2:00 p.m. to 10:00 p.m.	\$2.50 per shift
10:00 p.m. to 6:00 a.m.	\$2.75 per shift

In the event an employee's work schedule overlaps any of the above shifts, he will be paid a shift premium for the entire shift if he works in excess of four (4) hours on the premium shift.

Female cooks and female dispatchers shall receive \$2.00 extra per shift for any shift they are required to make matron checks or in any way act as a matron. The appropriate record check and book work will be completed by them when acting as matron.

Section 18.2: Education Premium. The County will provide the following annual premium to employees having a degree from a recognized junior college, college or university:

- a) \$100.00 to employees with an associates degree;
- b) \$200.00 to employees with a bachelor's degree;
- c) \$300.00 to employees with a master's degree;
- d) \$400.00 to employees with a doctorate degree.

Payment of the above sum will be by separate check and in addition to the base hourly rate paid employees. To be eligible for payment, the employees must have the degree on January 1st of the payment year. Newly hired employees with a degree shall not be eligible for this premium until the

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January 1st following hire except in the case of any employee who is hired on the 1st, 2nd or 3rd day of January.

**ARTICLE 19
HOSPITAL AND MEDICAL INSURANCE**

Section 19.0: Hospital and Medical Insurance. Effective as soon as practicable after execution of this Agreement, employees will be placed in the Community Blue PPO, Plan 1, including the dental program. After such time, Section 19.3, Dental Insurance, shall not be applicable. Employees will be provided with either straight \$10.00 co-pay or generic \$5.00/\$10.00 prescription plan, whichever option costs the Employer less. There will be a \$15.00 per payroll deduction for the cost of the insurance, which does not start until implementation of the new insurance.

Beginning with the first full pay period following the 1995 Blue Cross/Blue Shield open enrollment period and each annual open enrollment period thereafter, employees not enrolled in the program will be paid the sum of \$208.33 per month for each full coverage month (the 15th of one month to the 15th of the next month) the employee did not participate in the program during the immediate past enrollment year.

Section 19.1: Life Insurance. The County shall provide each covered employee with life insurance in the amount of Fifteen Thousand and no/10 (\$15,000.00) Dollars with an accidental death and dismemberment rider.

Section 19.2: Optical Insurance. The present Blue Cross/Blue Shield Family Optical program with a Twelve and 50/100 (\$12.50) Dollar co-pay provision shall be continued for the duration of the contract.

Section 19.3: Dental Insurance. The County will pay the full cost of the Michigan Blue Cross/Blue Shield Dental Plan for all covered employees with the following dental benefits:

No Deductible: The Blue Cross and Blue Shield of Michigan Dental Plan pays reasonable charges for covered expenses with no deductible.

Co-Insurance:

Class I: Diagnostic services, preventive services, and palliative treatment are covered at 100% of reasonable charge.

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Class II: Restorative, endodontic, periodontic services, oral surgery, repairs, adjustment and relining of dentures and bridges and adjunctive general services are covered at 75% of reasonable charges.

Class III: Construction and replacement of dentures and bridges covered at 50% of reasonable charges.

Class IV: Orthodontic services are covered at 50% of reasonable charges.

Annual Maximum: Each member is entitled to maximum benefits of \$1,000.00 every contract year.

Orthodontic Lifetime Maximum: Each member (up to age 19) has a lifetime maximum of \$1,000.00 available for orthodontic services.

Section 19.4: Whenever a seniority employee shall be on an approved leave of absence because of illness after having exhausted his accumulated sick leave, the County shall continue to provide the benefits of Section 19.0 and Section 19.1, 19.2 and 19.3 (if applicable) for each employee for the duration of such leave of absence or for six (6) months, whichever is less.

Section 19.5: Liability Insurance. The County will pay the full cost of the Law Enforcement Comprehensive Professional Liability Insurance, Plan A, as provided by the National Sheriff's Association, or its equivalent, including the membership fee in the Sheriff's Association.

Section 19.6: Employee Contributions. All increases in the premiums for medical, optical and/or life insurance shall be paid by the employees up to a maximum contribution of Two Hundred Sixty and no/100 (\$260.00) Dollars annually. Employee contributions shall be made by payroll deduction up to a maximum deduction of Ten and no/100 (\$10.00) Dollars per pay. This section shall no longer be applicable when the Community Blue PPO, Plan 1 program is implemented. (See Section 19.0).

ARTICLE 20
TRAINING

Section 20.0: The Sheriff may require employees of the bargaining unit to attend specialized schools at his discretion. The Employer shall pay the tuition and related expenses and provide adequate transportation for attendance at any training session. In the event that transportation is not available and an employee is requested to use his own vehicle, he shall receive the mileage allowance at the then current rate paid by the County for such vehicle use. An estimate of any expenses shall be paid in

advance. Any difference between the estimate and the actual expenses incurred shall be adjusted within one (1) month after the completion of the training session.

ARTICLE 21
SAFETY

Section 21.0: The Sheriff, the County and employees shall have the responsibility to maintain all equipment and buildings in a safe condition and to provide a place of work that is reasonably free from safety and health hazards. It shall be the duty of the employee to maintain all clothing and equipment issued to him in a safe operating condition.

Section 21.1: When an employee shall find equipment unsafe for use in the performance of his duties, he has the duty to immediately report such unsafe conditions to his supervisor, and if the condition is not satisfactorily resolved, the employee may have recourse through the grievance procedure provided herein.

Section 21.2: Each deputy shall be furnished with a bullet-resistant vest. All vests will be inspected and will be replaced on an as-needed basis. A new vest carrier will be provided each year. Issued vests shall be worn while an employee is on duty.

Section 21.3: Whenever possible patrol cars shall be manned with at least two (2) certified officers after the hour of 10:00 p.m. until 6:00 a.m. An officer will not be ordered out on the road alone to answer complaint calls without adequate backup. Adequate backup shall be considered another patrol car within the County which is able to respond as backup regardless of the department. This agreement will not preclude any "intern" from any certified training program to participate as a ride-along on patrol during any shift. This ride-along, however, will not replace a backup officer as previously described in this section.

Section 21.4: Whenever an employee feels a patrol vehicle is not road worthy, he shall immediately notify his immediate supervisor. Any such vehicles shall be removed from service and examined by a certified mechanic. The opinion of the mechanic shall determine the extent of repairs and the road worthiness of the vehicle.

ARTICLE 22
BULLETIN BOARDS

Section 22.0: The County agrees to provide adequate bulletin board space to the Union for the purpose of posting notices of Union meetings, Union elections, Union reports, Union and Lodge

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recreational activities, etc. Nothing shall be posted on the bulletin boards that contain anything of a partisan or political nature or anything that may be considered libelous or slanderous of any person.

**ARTICLE 23
VALIDITY**

Section 23.0: In the event that any section of this contract shall be declared invalid or illegal, such declaration shall in no way affect the legality or validity of any other provisions.

**ARTICLE 24
MILEAGE AND EXPENSES**

Section 24.0: Mileage. In cases where an employee is required by the Sheriff to use his private vehicle in the performance of his duties, he shall be reimbursed for mileage at the current mileage rate allowed by the County.

Section 24.1: Expenses. An employee shall be reimbursed for food and lodging for any day on which he is engaged in County business outside the confines of Ogemaw County, in accordance with the reimbursement schedule adopted by the Ogemaw County Board of Commissioners. Applicable per diem allowances shall be paid without the necessity for receipts.

**ARTICLE 25
MISCELLANEOUS LEAVES**

Section 25.0: Medical Leaves. An unpaid leave of absence shall be granted for medical reasons not to exceed six (6) months, with such leaves starting on a date agreed upon by the Employer and the employee in accordance with the recommendation of the employee's physician. Prior to return to active employment, the employee must present a statement from his/her physician that he/she is able to return to work.

Section 25.1: Personal Leaves of Absence. Leaves of absence without pay for a bona fide reason which is not covered under FMLA (which shall not include employment for another employer) shall be granted to employees for periods not to exceed ninety (90) working days per calendar year. Such leave shall not cause any loss in seniority and must be approved in writing. Such periods of leave may be extended for additional ninety (90) day periods subject to the written approval of the Sheriff.

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Section 25.2: Military Leave. Employees who are drafted into armed services will be granted a leave of absence for their tour of duty, not to exceed five (5) years if honorably discharged. Seniority will accumulate during such leaves. Employees returning to employment following an honorable discharge or duty in the armed forces must report for work within the statutory period(s) following the completion of their military service.

Section 25.3: Military Reserve Leave. An employee who is a member of the National Guard or Reserve Unit who is called to active duty will be given time off to fulfill his obligation without pay.

**ARTICLE 26
GENERAL PROVISIONS**

Section 26.0: Pay Day. Pay days shall be every other Thursday. When a regular pay day falls on a holiday, payment shall be made on the day preceding the holiday.

Section 26.1: Voting. If employees are on duty on election day, they will be allowed to vote while on duty.

Section 26.2: Gun Carrying Allowance. Employees who are required to carry a gun during their off duty hours shall be paid the sum of Two Hundred Fifty and no/100 (\$250.00) Dollars per year in addition to any other pay. Payments of such gun carrying allowance shall be by means of a separate check in two (2) equal installments of \$125.00 each, the first installment to be paid on the first pay of June and the second installment to be paid on the first pay of December. Payment will be prorated for those employees who do not serve a full year at the rate of Twenty and no/100 (\$20.00) Dollars per month for each month served.

Section 26.3: Pass Days. Each pass day (day off) authorized in the posted schedule shall consist of at least twenty-four (24) consecutive hours off duty.

Section 26.4: Ammunition (Factory Load). The County shall provide up to fifty (50) rounds of ammunition per month for practice providing, however, that all brass casings shall be returned before new practice ammunition is issued and providing further that any practice ammunition provided shall be used only by the employee to whom it is provided.

Section 26.5: Residency Requirement. All deputies and jailers employed by the Ogemaw County Sheriff's Office shall be residents of Ogemaw County or become residents within six (6) months following employment. Failure to comply with this provision of the agreement will result in immediate termination of employment, providing, however, any deputy presently residing outside the County shall

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not have to comply with this provision, providing he was an employee of the Department on January 1, 1981.

Section 26.6: Outside Employment. Employees must first obtain prior written permission of the Sheriff or his/her designee before engaging in any outside employment. Permission shall not be unreasonably withheld, but under no circumstances shall an employee who is granted law enforcement powers be permitted to use such authority outside the service of the Ogemaw County Sheriff Department.

Section 26.7: Janitorial services for the jail with the exception of the kitchen and cell block will be provided by the Ogemaw County Custodial Staff, provided, however, that nothing contained herein shall prevent the Sheriff from utilizing "prisoner trustees" in lieu of the Ogemaw County Custodial Staff.

Section 26.8: An employee working a regular shift whose assigned duties prevent him from obtaining a meal at an outside location shall be furnished a meal by the Sheriff's Office providing said meal is available and served during his shift.

Section 26.9: Retiree Hospitalization. The County will pay full hospitalization (Blue Cross and Blue Shield), including Master Medical, Prescription Drug Program \$5.00 co-pay (effective January 1, 1997, \$10.00 co-pay), and Rider FAE-RC for all former retired employees and all future retirees. Payment shall be limited to the retiree only. Retirees shall be responsible to pay for the difference between single, and 2-party or family coverage as the case may be. The County's liability for payment is further limited to the Blue Cross/Blue Shield rate in effect on January 1, 1986, for retirees age 50 or older and retirees age 65 or older. (For reference said rates are approximately \$80.79 and \$41.34 per month, respectively). Any retirees not continuing with hospitalization provided hereunder shall be reimbursed the above rates for each month he does not participate during the immediate past enrollment year.

ARTICLE 27
DURATION AND RENEWAL

Section 27.0: This Agreement shall be binding on the parties hereto, their successors and administrators. This Agreement is effective January 1, 1998, except as otherwise noted and shall remain in effect until December 31, 2000. The Agreement shall then automatically be renewed for additional periods of one (1) calendar year unless either party, at least sixty (60) days prior to the expiration date shall notify the other party of its desire to modify or terminate the Agreement.

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ARTICLE 28
GENERAL CLAUSE

Section 28.0: Whenever the masculine is used in this Agreement, it shall also mean the feminine, and vice versa.

In witness whereof, the parties hereto set their hands on this ____ day of _____, 2000.

FOR THE COUNTY:

FOR THE UNION:

FOR THE SHERIFF:

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APPENDIX A

		1998	1999	2000
	<u>Years of Service</u>			
Deputy	0-1 years	\$12.06/hr	\$12.42/hr	\$12.79/hr
	1-2 years	\$12.18/hr	\$12.55/hr	\$12.93/hr
	2-3 years	\$12.45/hr	\$12.82/hr	\$13.20/hr
	3+ years	\$13.58/hr	\$13.99/hr	\$14.41/hr
Jailer	0-1 years	\$ 9.81/hr	\$10.16/hr	\$10.51/hr
	1-2 years	\$10.39/hr	\$10.74/hr	\$11.09/hr
	2-3 years	\$10.53/hr	\$10.88/hr	\$11.23/hr
	3+ years	\$11.48/hr	\$11.83/hr	\$12.18/hr
Dispatcher	0-1 years	\$ 7.96/hr	\$ 8.30/hr	\$ 8.64/hr
	1-2 years	\$ 8.58/hr	\$ 8.92/hr	\$ 9.26/hr
	2-3 years	\$ 8.88/hr	\$ 9.22/hr	\$ 9.56/hr
	3+ years	\$10.86/hr	\$11.20/hr	\$11.54/hr
Secretary	0-1 years	\$ 8.29/hr	\$ 8.64/hr	\$ 8.99/hr
	1-2 years	\$ 8.99/hr	\$ 9.34/hr	\$ 9.69/hr
	2-3 years	\$ 9.65/hr	\$10.00/hr	\$10.35/hr
	3+ years	\$11.39/hr	\$11.74/hr	\$12.09/hr
Head Cook		\$ 9.65/hr	\$ 9.95/hr	\$10.25/hr
Cook	0-1 years	\$ 6.05/hr	\$ 6.80/hr	\$ 7.10/hr
	1-2 years	\$ 7.07/hr	\$ 7.37/hr	\$ 7.67/hr
	2-3 years	\$ 7.63/hr	\$ 7.93/hr	\$ 8.23/hr
	3+ years	\$ 9.18/hr	\$ 9.48/hr	\$ 9.78/hr

LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING (hereinafter referred to as Agreement), is made the date and year written below by and between the POLICE OFFICERS ASSOCIATION OF MICHIGAN ("POAM"), the OGEMAW COUNTY BOARD OF COMMISSIONERS and the OGEMAW COUNTY SHERIFF (hereinafter collectively the "Employer"), with their principal offices located in the City of West Branch, County of Ogemaw, and State of Michigan.

WITNESSETH:

WHEREAS, the parties have agreed to a successor labor contract for the period January 1, 1998, through December 31, 2000; and

WHEREAS, the parties wish to define the applicability of said successor contract to certain persons and issues.

NOW, THEREFORE, it is hereby agreed as follows:

1. The election of remedies' provision in the successor labor contract shall not apply to the 1999 discharge of Lynn Wood.
2. The grievance and arbitration provisions of the successor labor contract shall not apply to the 1999 discharge of Lynn Wood.
3. The following employees who are employed by the Employer but not in the POAM bargaining unit shall receive retroactive pay increases from the commencement of the successor labor contract on January 1, 1998, until the time they left the bargaining unit:
 - a. Robert Cappell.
 - b. Greg Clark.
 - c. Gary Cowdrey.

4. Retroactive pay shall not be paid to any other employees who are not employed in the bargaining unit at the time the successor labor contract is ratified by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding on the dates indicated below their respective signatures.

POLICE OFFICERS ASSOCIATION OF
MICHIGAN

OGEMAW COUNTY

Dated: _____, 2000

Dated: _____, 2000

OGEMAW COUNTY SHERIFF

Dated: _____, 2000