

ALPENA COUNTY
-and-
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Stipulated Act 312 Award of June 5, 1998

1. All provisions of the collective bargaining agreement effective from January 1, 1994 through December 31, 1995 shall continue, except as modified by this Award.
2. All tentative agreements reached between the parties as set forth on the attached Summary of Tentative Agreements Reached as of May 13, 1997.
3. Delete Section 24.0 Part time Employees and replace with the following:

Section 1.3. Definitions. For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

Full-Time Employee: A full-time employee is an employee who is working at least forty (40) hours a week on a regular basis in a job classified by the Employer as permanent.

Regular Part-Time Employee: A regular part-time employee is an employee who is working less than forty (40) hours but at least sixteen (16) hours per week on a regular schedule at a job classified by the Employer as permanent.

4. Modify Section 24.4. Restriction on Part Time Employees and to read as follows:

Section 24.4. Restriction on Part Time Employees. There shall be no more than three (3) employees in the Department in Act 312 eligible positions

5. Modify Section 7.4 to read as follows:

Section 7.4. Scheduling.

A. The Sheriff shall provide employees with a quarterly schedule commencing on January 1, April 1, July 1 and October 1. Thirty (30) days prior to the start of the quarter, a tentative schedule will be posted indicating the shifts to be worked and the number of employees to be assigned to each shift. Employees assigned to

road patrol duties shall advise the Sheriff of the shift that they desire for that quarter within the next ten (10) days. The shifts for that quarter will then be assigned in order of seniority. The quarterly schedule shall be posted at least fourteen (14) days prior to its implementation.

B. The Sheriff shall have the right to change the posted schedule subject to the following limitations:

1. An employee's regularly scheduled day off shall not be changed for the sole purpose of avoiding overtime.
2. An employee's schedule may be changed in unforeseen or emergency circumstances.

C. Where possible, an employee shall not be scheduled to commence work less than 8 hours after the end of his previously scheduled shift. If an employee is scheduled to commence work less than 8 hours after the end of his previously scheduled shift, he shall be paid overtime for the hours less than 8 hours between shifts. There shall be no pyramiding of overtime and, for example, hours worked after the previous shift for which overtime is paid shall be considered overtime hours for

6. Modify Section 9.2 and Section 9.7 to read as follows:

Section 9.2. Vacation Scheduling. The Employer shall post a vacation selection schedule on or before November 15 of each year for the next calendar year, which shall indicate the number of individuals that may be off on any particular day. From the time of the posting of the vacation selection period through December 10, employees will be allowed to select a vacation period of one or two weeks by seniority. After all employees have selected a vacation period, the yearly vacation selection process shall be considered complete. Thereafter, vacation requests must be in writing and normally should be submitted by the employee at least twenty (20) days in advance of the start of the quarterly schedule within which the period requested will fall. The Employer will endeavor to approve all requests in the order of their receipt or by seniority for the yearly vacation selection, but reserves the right to refuse to allow an employee to take vacation at the time requested if the vacation would cause more than two employees in the classification of deputy assigned to road patrol to be on vacation at one time. Once approved, a vacation may only be cancelled in emergency situations.

7. Effective 1-1-97, modify Section 10.5. Paid Sick Leave, subparagraphs (c) and (d) to read as follows:

Section 10.5. Paid Sick Leave. Full-time employees shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

(c) Employees may utilize paid sick leave when it is established to the Employer's satisfaction that an employee is incapacitated due to illness, injury or other disability. Disability associated with pregnancy, miscarriage, abortion or child birth shall be treated as any other disability. **Employees may also utilize three (3) days of sick leave each contract year in the event of illness to a member of the employee's immediate family that necessitates the employee's absence from work, subject to the same verification procedures for personal illness. For purposes of this section, a member's immediate family shall include the employee's spouse, children, and parents.**

(d) An employee shall be eligible for paid sick leave only if they make every reasonable effort to notify the Employer of the need to utilize paid sick leave before the start of their scheduled day of work. The Employer may require, in addition to the employee's own statement, a physician's certificate showing that the time off was due to actual disability, provided that such a request is reasonable under existing circumstances. Such a request shall not apply to short sick leaves of one or two days, **unless the Employer has reason to believe that the employee is abusing sick leave and has advised the employee and the Union of this belief.** Falsification of the physician's certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge.

8. Modify Section 15.1 Past Infractions by changing the phrase "which occurred more than one (1) year previously" to "which occurred more than two (2) years previously."

9. Delete Section 17.0. Retirement and replace with the following for law enforcement employees:

Section 17.0. Retirement Plan. All employees of the Employer within this collective bargaining unit who possess and exercise law enforcement powers, currently individuals in the classifications of detective and deputy are enrolled in Plan B-2 with the F55(25) waiver of the Michigan Municipal Employees Retirement System. The Employer shall pay all contributions to this retirement plan. The specific terms and conditions governing the retirement plans are controlled by the statutes and regulations establishing the Michigan Employees'

Retirement System.

In addition, enter into a letter of understanding indicating that the effective date of the change to B-2 for the retirement program shall be not later than 12-31-98.

10. Increase each step of the wage scale the following amounts effective the first full pay periods after the dates indicated or ratification, whichever is later:

1-1-96	3.00%
1-1-97	3.00%
1-1-98	1.50%
7-1-98	1.50%

These amounts shall be paid retroactively to all employees on the active payroll as of June 5, 1998.

John H. 28
ER

William H. H. H.
Clerk

Patrick
Spiegel to
Union Admin

ALPENA COUNTY
-and-
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Summary of Tentative Agreements Reached as of May 13, 1997

1. Modify Section 7.5. Detective and Compensating Time Off by deleting the next to the last sentence. This will eliminate the option to receive compensatory time.
2. Delete the letter of understanding regarding Miscellaneous matters.
3. Delete Article IV and replace with the following:

Section 4.0. Union Service Fee. All employees included in the collective bargaining unit set forth in Section 1.0 shall, as a condition of employment, pay to the Union a service fee. This obligation to pay a service fee to the Union shall commence upon completion of an employee's first thirty (30) days of employment. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Union members. The Union shall advise the Employer in writing of the amount of its monthly dues and any changes thereto. An employee's obligation to pay a service fee to the Union may be satisfied by direct payment to the Union by the employee of the service fee, or by payment of the service fee in accordance with the checkoff provisions of this section. In addition, any employee who is a member of the Union shall be deemed to have satisfied their service fee payment obligation for any month in which they were in good standing with the Union.

Section 4.1. Failure to Pay Service Fee. In the event that a member of the bargaining unit who is not a member of the Union fails to pay a required service fee directly to the Union, or to authorize payment of the service fee through payroll deduction, the Union may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Union shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. The notice shall detail the facts of the non-compliance, provide the employee with ten (10) working days for compliance, and inform the employee that a request for a wage deduction may be filed with the Employer in the event compliance is

not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Union may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee. Upon receipt of the request for an involuntary deduction, the Employer shall provide the employee with an opportunity for a due process hearing within the next ten (10) working days limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for the service fee; provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the hearing shall not be held until thirty (30) working days after the decision of that forum becomes final.

The Employer agrees to impose a mandatory deduction for the service fee if it determines after the hearing that the employee has not paid a required service fee in an amount lawfully established by the Union or if the employee does not request a hearing within the ten (10) working day request period. All dues and fees so deducted shall be promptly remitted to the Union at an address authorized for this purpose within twenty (20) days following the deduction.

Section 4.2. Checkoff.

(a) During the term of this agreement, the Employer agrees to deduct service fees, or if applicable, Union membership dues from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper checkoff authorization in a form which shall be supplied by the Union. Once filed, a checkoff authorization shall be irrevocable during the life of this agreement. Any written authorization which lacks the employee's signature will be returned to the Union.

(b) All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's or service fee obligation, or if applicable, Union membership dues owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose.

(c) In cases where a deduction is made which duplicates a payment

already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Union.

(d) The Union shall notify the County Clerk in writing of the proper amounts of dues and fees, and any subsequent changes in such amounts.

(e) 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.

(f) The Employer's sole obligation under this Section is limited to the deduction of service fees, and, where applicable, Union membership dues. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever.

Section 4.3. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability including but not limited to wages, damages, awards, fines, court costs, and attorney's fees that arise out of or by reason of action taken by the Employer pursuant to Sections 4.0, 4.1 and/or 4.2.

4. The following package proposal of insurance issues:

(a) The Union shall withdraw grievance 96-243.

(b) Modify Section 20.0. Hospitalization Insurance to read as follows:

Section 20.0. Hospitalization Insurance. The Employer will make available a group insurance program covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees and regular part-time employees regularly scheduled to work at least twenty-four (24) hours a week who elect to participate in the insurance program. The insurance program will provide the coverages set forth on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Eligible employees may participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

(c) Modify Section 20.1. Payment of Health Insurance Costs to read as follows:

Section 20.1. Payment of Health Insurance Costs. During the term of this Agreement, the Employer agrees to pay the full amount per month for single subscriber, two person and family coverage for eligible full-time employees who elect to participate in the group insurance plan. Eligible regular part-time employees shall receive prorated payment of insurance premiums, based upon the ratio of their regularly scheduled hours to one hundred sixty (160). Employees electing sponsored dependent and/or family continuation coverage are responsible for payment of the premium costs for this additional coverage. The Employer's obligation shall be limited to these amounts

(d) Delete Section 20.2. Payment of DRI 275 Deductible.

(e) Modify Appendix B to read as follows:

COMMUNITY BLUE PPO BASIC, PREFERRED RX \$5.00 CO-PAY

[This provision may be implemented immediately.]

(f) Modify Section 20.9. Employees not Needing Health Care Insurance by increasing the \$75.00 per month payment to \$100.00 per month.

(g) The Union withdraws its proposal to modify Section 20.5. Term Life Insurance.

(h) The Union withdraws its proposal to add language granting retiree health insurance benefits.

5. The description of the collective bargaining units shall be determined by the unit clarification petitions currently pending before MERC.

6. Effective July 1, 1997 modify the vacation schedule to have accrual and crediting each two week pay period. This will be implemented by crediting all employees with prorated vacation crediting as of July 1, 1997, and starting the new bi-weekly accrual system as of July 1, 1997. as modified, Section 9.0. Vacation Allowance and Section 9.1. Time Off for Vacation will read as follows:

Section 9.0. Vacation Allowance. All employees shall be granted vacation leave with pay based upon their length of continuous service with the Employer in accordance with the following schedules:

<u>Years of Continuous Service</u>	<u>Time Off</u>
Less than six (6) years	13 days (.05 vacation hours per hour worked)
At least six (6) but less than twelve (12) years	18 days (.0692 vacation hours per hour worked)
At least twelve (12) but less than twenty (20) years	23 days (.0884 vacation hours per hour worked)
At least twenty (20) years	27 days (.1038 vacation hours per hour worked)

For purposes of vacation leave accrual, hours worked shall include paid sick leave, paid personal leave, paid funeral leave, paid jury duty leave, paid vacation leave, paid holidays, and all hours actually worked. A maximum of eighty (80) hours per pay period shall be eligible for calculation of vacation accrual.

Section 9.1. Maximum Vacation Leave Accrual. Accrued but unused vacation leave may accumulate to a maximum of eighty (80) hours over the annual accrual rate for the particular employee. All vacation leave earned in excess of this amount will be forfeited.

[In addition, a letter of understanding shall be entered into to implement the 80 hour carryover effective 12-31-97.]

7. Modify Section 27.0 Term of Agreement to provide for a collective bargaining agreement effective through 12/31/98.

8. Effective upon implementation of the health care plan changes, increase the payment for dental insurance from \$25.00 per month to \$30.00 per month.

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