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IOSCO CO. SHERIFF DEPT.

AGREEMENT

between

IOSCO COUNTY BOARD OF COMMISSIONERS

and

IOSCO COUNTY SHERIFF

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective January 1, 2011 to December 31, 2011

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the IOSCO COUNTY BOARD OF COMMISSIONERS and the IOSCO COUNTY SHERIFF, together hereinafter referred to as the "Employer," and POLICE OFFICERS ASSOCIATION OF MICHIGAN hereinafter referred to as the "Union."

ARTICLE I  
RECOGNITION, AGENCY SHOP AND DUES

1.1: Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer 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 conditions of employment during the term of this Agreement for all employees employed in the Iosco County Sheriff Office in the following described unit:

- ~~A.~~ All full-time Sergeants, Detectives, Deputies, Corrections Officers, corporals, Clerks, Animal Control Officers, BUT EXCLUDING Sheriff, Undersheriff, Jail Administrator, Confidential Secretary, Administrative Secretary, part-time and temporary employees and all other employees.

1.2: Union Membership. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

- A. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union.
- B. All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues and/or service fees. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

- C. If any provision of this section is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.
- D. Employer will endeavor to notify the Union within ten (10) working days of start of employment any new hire, full or part-time. Notification shall include; date of hire, full name, position to be filled by new hire and rate of pay.

1.3: Checkoff of Dues.

- A. During the term of this Agreement, the Employer will deduct from the pay of any employee covered by this Agreement, after receipt of a checkoff authorization signed by the employee, all dues and/or initiation fees (or service fee paid pursuant to Section 1.2 B) uniformly levied by the Union and forward the same to the Union at:

Police Officers Association of Michigan  
27056 Joy Road  
Redford, Michigan 48239

within twenty (20) days after deductions have been made. Such sums shall be accompanied by a schedule showing for whom deductions have been made.

- B. Such deductions shall commence in the month immediately following the month in which the signed checkoff authorization is received by the County. Deductions will be made from the first pay of each month and shall be made only in accordance with the provisions of the written checkoff authorization form, together with the provisions of this section.
- C. The Union shall notify the Employer in writing of the proper amount of union membership dues and/or service fee and/or initiation fee and of any subsequent changes in such amounts.
- D. In cases in which a deduction is made which duplicates a payment already made to the Union, or where a deduction is not in conformity with the Union's Constitution and By-Laws, refunds to the employee will be made by the Union.
- 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 will be made until the matter is resolved.

- F. The Employer shall not be liable to the Union or its members for any dues once such sums have been remitted to the Union, and, further, shall not be liable if such sums are lost when remitted by United States mail.
- G. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of dues or service fees provided herein.

ARTICLE II  
RIGHTS OF THE EMPLOYER

2.1: Rights of the Employer. The management of the Iosco County Sheriff's Office; the determination of all matters of management policy; the services to be furnished; the nature and number of facilities and departments to be operated and their location; the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend or discharge for just cause, promote, transfer or layoff employees, or to reduce or increase the size of the working force; to establish reasonable rules and regulations, or to make judgments as to the ability and skill, is within the sole prerogative of the Employer, provided, however, that they will not be used in violation of any specific provisions of this Agreement.

The Employer shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service, the schedules and standards of work, methods, processes, means and materials to be used, and except as prohibited in this Agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment and outside assistance (subcontracting) if necessary. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

2.2: Subcontracting. The Employer agrees that no work or services presently performed by the bargaining unit will be subcontracted if it would cause a layoff of any of its present employees in the bargaining unit at the date of this contract, unless the Employer first informs the Union of the reason for such subcontracting and explains and discusses the economic reasons for such subcontracting. No such subcontracting shall be made for arbitrary or capricious reasons.

ARTICLE III  
SENIORITY

3.1: Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Employer dating from the employee's last date of hire. Classification seniority (for layoffs) shall mean the length of continuous service within one of the following classifications:

- A. Animal Control Officer
- B. Clerk
- C. Direct Law Enforcement Employees (remaining employees within the bargaining unit)
- D. Corrections Officers and corporals

3.2: Probationary Period. All new employees shall be considered probationary employees for a period of twelve (12) months, with the Employer having the right for a six (6) month extension. Probationary employees may be disciplined or terminated by the Employer at any time without recourse to this Agreement. Once every four (4) months the Employer will evaluate the probationary employee(s). Said evaluation shall be provided to said probationary employee in writing.

3.3: Seniority List. The Sheriff shall post a list of the employees within the above stated classifications in order of their seniority once every six (6) months, and shall include both the department seniority and classification seniority. This list shall be posted in a conspicuous position at the place of employment.

3.4: Loss of Seniority. An employee's seniority with the Employer shall terminate for any of the following reasons:

- A. He quits or retires.
- B. He is discharged for just cause and such discharge is not overturned by the courts or an arbitrator.
- C. He is absent for three (3) working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This section is not to be construed as limiting the Sheriff's right to disciplinary action for any unjustified absence.
- D. He fails to return to work within five (5) working days from the date of recall or three (3) working days from the specified date following the termination of any leave of absence or vacation, unless otherwise excused.

- E. He is on continuous layoff or leave of absence of any kind for a period of one (1) year or the length of the employee's seniority, whichever is less, the exception being "short term disability" during which seniority shall continue for up to twenty six (26) weeks.
- F. Employees on workers compensation will have seniority continue for twenty four (24) months.

3.5: Promotional or Classification Advancement. The Sheriff reserves and shall have the right to make promotions based primarily on seniority, ability, qualification and performance of duty. Whenever possible, vacancies shall be filled by the promotion of employees already on the department's service. In making promotions, consideration shall be given to the applicant's seniority, ability, qualifications, performance records, and where practicable, to the results of competitive examinations. If competitive examinations are given the test results shall be given, in writing to the employee tested, a copy placed in the employees personnel file and be placed in the permanent file at the department. The Sheriff shall be the sole judge of the aforesaid standards, provided that such judgment shall not be exercised in an arbitrary or discriminatory manner.

3.6: Layoff Procedure. Reductions in the work force shall be accomplished in the following manner:

- A. Probationary, part-time and temporary employees shall be laid off first in the classification affected.
- B. The next employee to be laid off shall be the least senior employee in the classification affected, provided the remaining employees have the skill and ability to do the required work.

3.7: Recall. An employee shall be recalled to his classification when the work force is increased, in inverse order of layoff.

3.8: Notification of Recall. Notification of recall shall be sent by certified restricted mail, return receipt requested, to the employee's last known address or to a location where mail can be received within seven (7) days. The notice shall set forth the date the recalled employee is expected to return to work. Within three (3) working days of the date the employee received, or should have received, the notice of recall, he shall respond to such notice by notifying the Sheriff or Undersheriff, and he shall return to work within five (5) working days of the date he properly notified the Sheriff or Undersheriff. It shall be the employee's

responsibility to keep his current address on file with the department.

3.9: Super Seniority. The president of the local union shall be granted super seniority for purposes of layoff and recall only, provided he is able to do the required work.

3.10: Non-Bargaining Unit Positions. An employee in a classification subject to the jurisdiction of the Union, who is promoted to outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not accumulate seniority while working in a supervisory position for more than twelve (12) months from date of promotion. If the Sheriff determines to transfer an employee back to a position within the bargaining unit, such employee shall maintain the seniority rank he had at the time of his promotion. Department employees may return to the unit if the appointment of replacement person to such positions have an opening in the unit for which the employee is qualified. In the event the return to the unit occurs more than twelve (12) months from the date of promotion, the employees will be credited with all department seniority (both within and outside the unit) for purposes of pension, longevity and vacation. For all other purposes for which seniority is utilized under the contract, the employees will maintain the accrued seniority he/she had at the time of is/her promotion.

3.11: Job Openings. Should a job opening occur either through promotions or attrition, the employer shall post said opening within fourteen (14) days prior to filling the position. Interested employees shall apply in writing.

ARTICLE IV  
GRIEVANCE PROCEDURE

4.1: Grievance Definition. For the purpose of this agreement, "grievance" means any complaint filed by an employee covered by this Agreement or the Union regarding the meaning, interpretation or alleged violation of the terms and provisions of this Agreement, as written.

4.2: Grievance Procedure. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. All grievances shall be processed in the following manner:

STEP 1:

An employee, with or without his Union representative shall first discuss his grievance with the Undersheriff. If the matter is not satisfactorily adjusted, the employee shall reduce the grievance to writing within

five (5) days after the occurrence of the incident which gave rise to the grievance, and submit the written grievance to the Sheriff or his designated representative. The grievance shall be dated and signed by the aggrieved employee and shall set forth the facts and the provisions of the Agreement that are alleged to have been violated and the remedy desired. The Sheriff will then answer the grievance in writing within seven (7) days from the date of the meeting at which the grievance was discussed.

STEP 2:

If the answer of the Sheriff is not satisfactory, the grievance may be appealed by submitting an appeal to the Sheriff within five (5) days after receipt of the Sheriff's written answer in Step 1. Within ten (10) working days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union. The Employer representative shall be the Sheriff, but shall also include a member of the Board of Commissioners if the grievance has financial implications. The Union's representative shall be the steward or his alternate. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) working day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall place its written answer on the grievance within five (5) working days after the meeting and return the grievance to the steward.

STEP 3: Request for Arbitration.

If the grievance has not been settled in the last step, the Union may submit such grievance to arbitration, provided such arbitration is requested in writing within fourteen (14) working days after receipt of the Step 2 answer.

4.3: Time Computation. Saturdays, Sundays and holidays recognized by this Agreement shall not be counted under the time limits established in the grievance procedure.

4.4: Time Limitation. The time limits established in the grievance procedures shall be followed by the parties and the aggrieved employee. If the time limit procedure is not followed by the Union or the aggrieved employee, the grievance shall be considered settled in accordance with the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but arbitration shall only be instituted upon timely written



notice by the Union. The time limits established in the grievance and arbitration procedure may be extended by mutual agreement reduced to writing and signed by the parties.

4.5: Grievance Settlements. Settlement on any written grievance shall be reduced to writing and signed by the parties.

4.6: Grievance Resolution. All grievances which are satisfactorily resolved in the first (1st) step of the grievance procedure and which have economic implications must be approved by the Board of Commissioners before they shall become final.

4.7: Expedited Grievance. Should an employee who has been discharged or given disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure within three (3) days of such action. The Union may file the grievance on behalf of the employee so disciplined.

ARTICLE V  
ARBITRATION

5.1: Selection of Arbitrator. Upon receipt of a request for arbitration, the parties shall obtain a panel of arbitrators from the Federal Mediation and Conciliation Service. One (1) arbitrator shall be selected by the parties alternately striking a name from the panel, the Union striking first, and the name remaining shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the expenses of its own witnesses.

5.2: Mediation. In the application of Section 5.1, it is agreed that if a panel of arbitrators cannot be obtained from the Federal Mediation and Conciliation Service, the parties will request a list of five (5) arbitrators from the Michigan Employment Relations Commission and select an arbitrator as provided in Section 5.1.

5.3: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be at all times governed wholly by the terms of this Agreement and he shall have no power or authority to amend, alter or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges his limitation of authority, and agrees not to decide an issue which is outside of his jurisdiction under this Agreement. The arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan and that the Employer exists for the purpose of serving the public and the arbitrator

agrees that this Agreement shall be interpreted and construed consistent with such laws. Any award of the arbitrator shall not be retroactive prior to the time the grievance was first submitted in writing.

5.4: Arbitrator's Decision. The arbitrator's decision shall be final and binding on the Employer, Union and employee, provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded his jurisdiction, or that such decision was obtained through fraud or other unlawful action.

5.5: Administrative Procedures. The Union acknowledges that as a right to have arbitration as provided herein, on behalf of itself or any employee that it represents, it agrees that no action will be instituted in any court or before any administrative tribunal or agency until all of the grievance and arbitration procedures established herein have been followed.

ARTICLE VI  
NO STRIKE - NO LOCKOUT

6.1: No Strike - No Lockout. During the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence from his position, or stoppage of work or abstinence in whole or in part) for any purpose whatsoever. The Union further agrees that during the life of this Agreement, it will not cause or authorize or permit any of its members to cause, promote, instigate or take part in any strike as herein defined or any other activity that may disturb or interfere with the services and responsibilities of the Employer. Any individual employee or group of employees who violate or disregard the prohibition of this section may be summarily discharged by the Employer without liability on the part of the County Board or Sheriff or the Union. The Employer fully agrees not to cause any lockout of the employees during the term of this Agreement.

6.2: Local Association Bargaining Committee. The employees covered by this Agreement shall be represented by a Local Association Bargaining Committee, consisting of three (3) employees, and one (1) member shall be designated as an alternate. It shall be the responsibility of the committee to meet with the Employer at the appropriate steps of the grievance procedure established in this Agreement and at such other times as joint Employer-Union negotiations are held. A maximum of two (2) persons shall be released from work without loss of time or pay. Any member of the Local Association Bargaining Committee may be called out of such meetings to work in an emergency. One member of the

commit-tee shall be designated as the Union representative to function at Step 1 of the grievance procedure.

6.3: Lost Time. The Employer agrees to pay for all reasonable time lost by an employee during his regularly scheduled hours while processing a grievance in accordance with the grievance procedure or in attendance at an arbitration and by one Union officer in attendance at an arbitration hearing. In each and every instance, where such time is required, the length of time and the period within the working hours shall be agreed upon previously by the Union representative and the Employer representative. Time spent on grievances shall not interfere with the normal workings of the department.

6.4: Union Visits to Employer. Authorized representatives of the Union shall be permitted to visit the operation of the Employer, at reasonable times and for reasonable durations so as not to interfere with the normal operation of the department, for the purpose of talking with stewards of the local union and for conferring with the Employer, where the parties agree to confer, over matters covered by this Agreement.

ARTICLE VII  
LEAVES OF ABSENCE

7.1: General Rules Regarding Leaves of Absence. All leaves of absence shall be without pay. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence, unless otherwise provided. Leaves of absence shall not be taken for the purpose of obtaining or working at other employment.

7.2: Personal Leave of Absence. Any employee desiring a personal leave of absence without pay from his employment shall secure written permission from the Sheriff. Any personal leave will be in writing and shall state the duration of such leave. Permission for any extension must be secured, in writing, from the Sheriff.

The employee during such leave shall provide all information and/or documentation to the Sheriff upon request for purpose of verification of the merits or reasons for said leave or any extensions thereafter acquired.

Failure of the employee to comply with the above provision may result in the complete loss of seniority rights and/or discharge for the employee involved.

7.3: Union Leave. The Employer agrees to grant time off not to exceed three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to one (1) employee designated by the Union to attend a labor convention, or serve in, any capacity on other official Union business, provided two (2) weeks written notice is given to the Employer by the Union, specifying length of time off and the name of the employee designated for the Union activities. Due consideration shall be given to the department so that there shall be no disruption of the Employer's operations due to lack of available employees or in the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

7.4: Unpaid Sick Leave. Sick leave without pay shall be granted automatically upon application from the employee for illness or injury subject to the Employer's right to require medical proof of disability. An employee may be on sick leave for a period of not more than one (1) year or the length of his seniority, whichever is less, and seniority shall not continue beyond that time. The Employer may request as a condition of continuance of any extended sick leave, proof of continuing disability. In situations where the employee's physical or mental condition reasonably raise a question as to the employee's capability to perform his job, the Employer may require a medical examination by a doctor of Employer's choice and at Employer's expense, and if just cause is found, require the employee to take a sick leave of absence.

7.5: Maternity Leave. Maternity and paternity leave to be treated the same as medical leave under the Family Medical Leave Act and Medical Leave provisions of the contract.

7.6: Paid Sick Leave. Effective January 1, 2009, section 7.6 shall provide as follows:

- A. All employees shall be granted seventy-two (72) hours of sick leave annually.
- B. Sick leave shall be kept track of in terms of hours.
- C. There will be no accumulation of sick hours; however, no current employee will lose any accumulated sick leave hours which have been earned as of the ratification date of this agreement. Hours which are now banked can be used in addition to those granted in "A" above and are also subject to the provisions of paragraph "D" below.
- D. Employees will be paid in full for all accumulated sick leave up to a maximum of sixty (60) days if an employee has five (5) years or more of service upon retirement, termination, medical retirement, or employee is laid off by County due to reduction in

force. Payment of sick leave will be at the employee's then current rate of pay.

- E. Upon returning to duty from sick time, the employee shall sign an affidavit attesting to the nature of the reason for taking such sick day(s). A copy of such affidavit shall be forwarded to the local association.

7.7: Funeral Leave. In the event of death in the immediate family, an employee shall be allowed three (3) days funeral leave with pay. The immediate family is defined as wife, husband, child, brother, sister, father, mother, father-in-law, mother-in-law, step-children, grandparents, or grandchildren. One (1) day paid funeral leave will be allowed in the case of death of an employee's sister-in-law, brother-in-law, aunt, uncle, or other member of the employee's family residing in this household. An employee must attend the funeral to qualify for the paid funeral leave provided above. Additional time off without pay may be granted in extenuating circumstances with the approval of the department head, but the total of that and the paid leave shall not exceed five (5) working days.

7.8: Military Leave. Military leave shall be granted in accordance with applicable State and Federal laws.

- A. Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Coast Guard Reserve, or Air Corps Reserve are called for reserve duty with valid military documentation, they shall be entitled to a leave of absence in addition to their vacation leave from their respective duties. Deployment papers will be required to be given to the Employer prior to approval of leave. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they shall receive pay for the difference between their regular gross pay and their military gross pay, such pay not to exceed two (2) calendar weeks.
- B. Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.
- C. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active military duty; that employee is entitled to a combined total of twenty-six (26) weeks of all types of FMLA leave.

ARTICLE VIII  
GENERAL PROVISIONS

8.1: Pay Periods. The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

8.2: Lockers and Wash Rooms. The Employer will provide wash rooms and lockers for the changing and storing of clothing. In the event of any inspection of the contents of lockers, the steward and employee involved will be notified and given the opportunity to be present.

8.3: Bulletin Boards. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer. The Union agrees not to post offensive material.

8.4: Schooling and Training. For any mandatory schooling or in-service training assigned by the Sheriff occurring on a leave day or off duty time, the employee will be paid at the rate of straight time, the maximum of which shall be no more than eight (8) hours per day.

8.5: Notices of Schools. The Sheriff agrees to post notices of schools and seminars, but this Agreement shall not compel the Sheriff to send any employee to such schools or seminars, or to pay the cost of such schools or seminars.

8.6: Definitions. The term "employee" when used in this Agreement shall refer to and include only those full-time employees described in Section 1.1 which are included in the collective bargaining unit. A part-time or temporary employee is one who is employed in work performed by the bargaining unit on a schedule of less than full-time employment, or an employee employed in work performed by the bargaining unit with a full-time work schedule but for a limited period of time.

8.7: Temporary Employees. The Employer reserves the right to hire temporary or irregular employees. Such employees shall not be subject to this Agreement.

8.8: Part-Time or Temporary Employees. Part-time or temporary employees will not be utilized or hired until all employees on layoff status from that classification who are able to perform the required work have been recalled.

8.9: Court Attendance. Any employee who is subpoenaed to testify as to matters connected with or arising out of said employee's duties or capacity as a law enforcement officer shall suffer no loss of pay while attending court. All court attendance fees and mileage (if the employee uses the Employer's vehicle for travel) shall be paid to the County.

8.10: Temporary Transfer. In the event the Sheriff decides to fill a temporary job opening which is ninety (90) days or less in a higher classification due to illness, emergency, leave, vacations, temporary work increases, weather or other cause, the Sheriff shall select the employee he feels is best suited for such temporary transfer. Consideration shall be given to the employee's ability, work record, qualifications and seniority as exclusively judged by the Sheriff or his designated representative, provided that such judgment shall not be exercised in an arbitrary or discriminatory manner.

8.11: Loss or Damage. Employees shall not be charged for loss or damage of the Employer's property, tools, equipment, mobile or other tangible items, or articles rented or leased by the Employer unless it is shown that said employee used or operated such article or property in a fashion contrary to its intended use in connection with police work, or used or operated said article or property for a private purpose without the permission of the Employer. The employee shall be responsible for damages caused maliciously.

8.12: Other Employment. No employee shall work at other employment which will be a conflict of interest or impair his performance as a law enforcement officer. Written permission from the Sheriff must be obtained before any employment is undertaken if such employment is other than on an irregular or occasional basis. Employees shall not wear the department uniform unless they are working for or under the direction of the Employer. Violation of the provisions of this section shall constitute just cause for dismissal and loss of all seniority rights and benefits provided by this Agreement.

8.13: 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.

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

8.15: Time Sheets Examination. The Union shall have the right to examine relevant time records pertaining to the computation of compensation of any employee whose pay is in dispute, at reasonable times on the Employer's premises, provided the employee consents.

8.16: Notification of Employee Status Change. It shall be the responsibility of each employee to notify the County of any change of address, marital status, dependents, or telephone number. The employee's address and telephone number as it appears on the County records shall be conclusive when used in connection with the layoffs, recalls or other notices to employment. These records are for the official use of the County and will be kept confidential to the extent permitted by law.

8.17: Damaged Personal Property. In the event the following items of personal property have been damaged or destroyed through no fault of the employee, reimbursement, in an amount up to three hundred (\$300), will be made to the employee upon satisfactory proof of the actual cost of the item. This provision covers prescription glasses, contacts and watches.

ARTICLE IX  
SAFETY

9.1: Reports of Accidents. Any employee involved in any accident while on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall fill in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer. Employees shall report any injuries sustained off duty.

9.2: Unsafe Equipment. When an employee is required by a supervisor to work on equipment which the employee regards as unsafe, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and may refer the matter to the Safety Committee for consideration and recommendation. Any equipment that has been written up as unsafe will be inspected by the Sheriff or his representative as promptly as possible, and the Sheriff or his representative will promptly cause such repairs to be made as he determines necessary.

9.3: Condition of Vehicle. The Employer will equip all vehicles with the safety appliances required by law and will maintain vehicles in safe operating condition. Any defects or unsafe conditions in vehicles or other equipment must be promptly reported to the Employer in writing, no later than the end of the employee's shift.

9.4: Special Conference. Special Conferences may be held between the parties upon the mutual consent of both the Sheriff and the Union. Any such conferences held shall be conducted for the purpose of exchanging ideas and information in the interest of sound labor relations, provided, however, that this section shall not be construed as requiring either party to hold such conference nor as requiring the Employer to further negotiate with the Union once this contract has been executed. In the event a Special Conference is scheduled, the agenda shall be established in advance and followed.



ARTICLE X  
WAGES

10.1: Wage Rates. Wage rates for the respective classifications are listed in Appendix A, which is attached to this Agreement.

10.2: New Classification. If the Employer establishes a new classification, the Employer will notify the Union, in writing, of the rate of pay for the classification. If the Union does not agree that the pay is reasonable; it shall notify the Employer within five (5) days after the receipt of notice and the Employer will meet to explain its reasons. If the Union does not then agree that the rate is reasonable, it may file a grievance at the Step 2 level of the grievance procedure within five (5) days after the meeting and may submit the question of reasonableness to an arbitrator in accordance with the grievance procedure.

ARTICLE XI  
HOURS OF WORK AND OVERTIME

11.1: Tour of Duty. An employee's normal tour of duty shall consist of either 8 consecutive hours, 10 consecutive hours, or 12 consecutive hours. The work cycle shall be one hundred sixty (160) hours in a twenty eight (28) day period excluding reporting time. If the sheriff in his discretion establishes a tour of duty less than twenty eight (28) days, the number of consecutive hours within such tour of duty shall bear the same ratio to the number of consecutive days within the work period as one hundred sixty (160) hours bears to twenty eight (28) days.

11.2: Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must be authorized by the Sheriff or his designated representative. If the Sheriff determines to schedule deputy overtime because of absenteeism, regular deputies shall be given opportunities to work such overtime before special deputies are called, provided the regular deputies are readily available.

11.3: Overtime Pay. Except as provided below, employees shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all hours worked in excess of either eight (8) hours, ten (10) hours or twelve (12) hours in any workday or one hundred sixty (160) hours in any twenty-eight (28) day tour of duty.

11.4: Work Schedule. The work schedule shall be established by the Sheriff and be posted thirty (31) days in advance. Once the schedule has been posted in accordance with the provision of the contract, the sheriff will not make changes to scheduled pass days without mutual consent of the affected employee. Shift selection in the work schedule shall be by seniority in that classification, provided that at least one male officer and one female officer are on the scheduled shift, shift selection shall be by seniority by

those of the required sex in that classification. "Classification" for work schedule selection shall mean; deputy, corporal and correction officer. The work schedule shall be in effect for not less than one (1) month, no more than four (4) months. No employee shall work more than two (2) shifts in any one work week. The Sheriff reserves the right to change the starting and quitting times of the work schedule for any and all shifts when operating conditions warrant such change.

11.5: Rest Breaks. Employees will be allowed reasonable amounts of time for rest breaks, up to fifteen (15) minutes in each one-half (1/2) of their shift, which will not interfere with the operations of the department.

11.6: Lunch Periods. All employees shall receive a one-half (1/2) hour lunch period during the approximate middle of their shift. It is recognized that lunch times may vary due to the needs of the department.

11.7: Call Back Time. In the event the employee is called back to duty after completing his ordinary working day, he shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times his regular straight time hourly rate of pay.

11.8: Court Time. An employee who is required to make a court appearance arising out of his duties at a time other than during his regularly scheduled shift shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times his regular straight time hourly rate of pay for such hours.

11.9: Call-In. Any employee called-in to work shall be guaranteed a minimum of three (3) hours at time and one-half their regular rate. This shall also include call-ins on the employee's day off.

11.10: Shift Premium. Employees working the afternoon shift shall be entitled to a shift premium of seventeen (\$.17) cents an hour. All employees working the midnight shift shall be entitled to a shift premium of twenty-two (\$.22) cents an hour. For purposes of this section and for payment of the shift premium, the shifts shall be defined as follows:

0600 - 1200	Day Shift
1200 - 1800	Afternoon Shift
1800 - 0600	Midnight Shift

\*Shift starting times are the times that qualify one for shift premiums.\*

11.11: Pass Days. Unless otherwise mutually agreed to between the employer and the affected employee(s), the employer shall schedule at least two (2) pass days consecutively, and pass days shall be scheduled on a weekend at least once every four weeks.

ARTICLE XII  
HOLIDAYS

12.1: Holiday Pay. All regular full-time employees occupying a job classification covered by this Agreement who have completed sixty (60) days of employment with the Sheriff's Office shall receive holiday pay as described below.

A. Employees scheduled to work a designated holiday will be paid for hours worked at the rate of two hundred fifty (250%) percent of their regular rate. Employees scheduled on a pass day on a holiday will be paid their regular rate of pay for eight hours.

B. Recognized Holidays.

New Year's Eve	Labor Day
New Year's Day	Columbus Day (Oct. 12)
Lincoln's Birthday (Feb. 12)	Veteran's Day (Nov. 11)
Washington's Birthday (Feb. 22)	Thanksgiving Day
Memorial Day (May 30)	Christmas Eve
Independence Day	Christmas Day

12.2: Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- A. The employee must not be on a layoff which began more than seven (7) calendar days prior to the holiday.
- B. The employee must not be suspended for disciplinary reasons, provided, however, if such a suspension is reversed by an arbitrator the employee will receive the applicable holiday pay.
- C. The employee must not be on a leave of absence.
- D. An employee who is scheduled to work on a holiday but fails to report for work shall not be entitled to holiday pay, unless the employee is hospitalized or can produce a valid doctor's certificate or is otherwise excused by the Sheriff.

12.3: Holidays During Vacation. Holidays recognized by Section 12.1 of this Agreement that fall within an employee's vacation period on other than regularly scheduled pass days will be charged as vacation time.

ARTICLE XIII  
VACATIONS

13.1: Amount of Vacation.

A. Regular Scheduled Eight (8) Hour Shifts. All full-time employees working a regular scheduled (8) hour shift with the required seniority as of their anniversary date 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:

<u>Years of Service</u>	<u>Amount of Vacation and Pay</u>
After 1 year	One week (5 days) 40 Hours
After 2 through 5 years	Two weeks (10 days) 80 Hours
After 6 through 10 years	Three weeks (15 days) 120 Hours
After 11 years	Three weeks plus one 8 Hours day for each year of service over ten (10) years. Maximum vacation is 200 hours per year.

B. Minimum incremental use shall be ~~half~~ of scheduled shift.\*

13.2: Vacation Eligibility. In order to be eligible for full vacation benefits, an employee must have worked for the Employer during the immediate calendar year preceding his anniversary date a total of at least 1,700 clock hours. Should any employee fail to qualify for a vacation in accordance with the foregoing plan solely because of the requirement as to hours, he shall receive a percentage of his vacation pay on the basis of his hours actually worked according to his length of service, in accordance with the following schedule, provided he works a minimum of five hundred ten (510) hours:

<u>Number of Hours</u>	<u>% of Vacation Pay</u>
510-679	30%
680-849	40%
850-1,019	50%
1,020-1,189	60%
1,190-1,359	70%
1,360-1,529	80%
1,530-1,699	90%

13.3: Accumulation of Vacations. Vacation leave may be carried over the employee's anniversary date not to exceed 80 hours.

13.4: Vacation Entitlement at Termination. Any employee who terminates his service or is laid off from the department for any reason whatsoever shall receive vacation time for the year in which his service was terminated or laid off on a pro-rata monthly basis. Employees who retire or die prior to their anniversary date will be paid pro-rata for vacation days earned for that year.

13.5: Vacation Times. Vacation leaves shall be granted to employees covered hereby, by the Employer and such vacations will be granted at such times as they least interfere with the efficient operation of the department. Vacation requests must be made at least thirty (30) days prior to the period requested. Exceptions shall be made for emergency cases where the employee provides adequate reason. In case of conflict between employees who have properly applied for vacation, preference shall be given in order of seniority.

ARTICLE XIV  
PERSONAL LEAVE DAYS

14.1: During the term of this contract, each permanent employee shall receive personal time as defined below for each calendar year which shall be credited on January 1<sup>st</sup> of each year. Personal Leave may be taken in increments of one half (1/2) of the scheduled shift, with the approval of the Sheriff.

8 Hour Shift = 28 Hours  
10 Hour Shift = 35 Hours  
12 Hour Shift = 42 Hours

New employees hired before July 1st will receive all of their personal leave, if hired July 1st or after, they will receive one half (1/2) of their personal leave. Personal leave may be taken without presenting reason, but prior notice of at least forty-eight (48) hours must be given, except in cases of emergency, to the immediate supervisor, Sheriff or Undersheriff.

Unused personal leave days may not be carried over in the following year.

ARTICLE XV  
INSURANCE AND OTHER BENEFITS

15.1:

- A. Effective as soon as possible, after July 17, 2007, the County shall provide all full-time employees covered under this agreement and their eligible dependents with Blue Cross/Blue Shield Community Blue PPO Option III (Generic \$10; Brand \$40 drug co-pay and MOPD Rx 2) or its equivalent. A full-time employee eligible for the above coverage who has similar coverage available through a spouse

employed by an employer other than Iosco County and who does not elect to participate in the above plan shall receive in lieu thereof \$1,000.00 per premium coverage year. The election may be made each coverage year during the enrollment period. Employees covered by this contract may not, at the same time, be both a subscriber and dependent on any insurance set forth in this Article. These employees shall have the right to choose which employee shall be the subscriber.

B. Short-Term Disability. Effective January 1, 2009, the County shall provide all full-time employees covered under this agreement with a Short-Term Disability Income Protection Insurance Plan. The Plan pays weekly benefits equal to 60% of weekly earnings to a maximum benefit of \$600.00 per week for twenty-five (25) weeks after an elimination period of seven (7) calendar days of sickness or injury unless hospitalized, at which time the Plan will pay from the first day. While receiving STD the employer shall continue seniority and health care benefits.

C. Long Term Disability. Effective as soon as possible Iosco County shall provide Long-Term Disability Income Protection which shall provide similar benefits for an additional period of two (2) years.

15.2: Dental Insurance. Each employee covered by this Agreement shall be covered by a Dental Plan, family coverage. The plan shall be Michigan Blue Cross/Blue Shield Comprehensive Preferred, CR-100-75-50 MBL \$1,000 or equivalent (Plan Three). One hundred percent (100%) of the cost of such plan shall be borne by the Employer.

15.3: Vision Insurance. The County shall provide all full-time employees covered under this agreement and their eligible dependents with Blue Vision Care.

15.4: Life Insurance. The County agrees to provide thirty thousand dollars (\$30,000) group term life insurance for all full-time employees who have completed ninety (90) days of employment.

15.5: Professional Liability Insurance. The Employer will provide False Arrest and False Imprisonment Insurance for each employee covered by this Agreement in the amount of five hundred thousand dollars (\$500,000).

15.6: Longevity Pay. All full-time employees, having completed five (5) years of employment shall be eligible to receive a longevity bonus for service with the County. Payments to employees who have become eligible by their date of hire shall be due the respective longevity bonus on their regular payroll date following

their anniversary of date of hire. Longevity percentages will be based on the employee's actual base pay for the year. The longevity bonus payment schedule shall be as follows:

<u>Service</u>	<u>Det/Sgt</u>	<u>Deputy</u>	<u>Corr/Clerk</u>	<u>Aco</u>	<u>Cpl</u>
0 - 4 years	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5 - 9 years	\$ 758	\$ 722	\$ 573	\$ 634	\$ 624
10 - 14 years	\$1517	\$1446	\$1145	\$1268	\$1248
15 - 19 years	\$2276	\$2169	\$1718	\$1901	\$1872
20 years to retirement	\$3035	\$2892	\$2290	\$2535	\$2496

The Sheriff shall indicate the amount of the longevity bonus due each employee on the regular payroll voucher which he sends to the Data Process Department. The Sheriff shall authorize the longevity payment and certify the anniversary date. Longevity bonus shall be prorated on a monthly basis for employees who have been terminated, retired, or laid off.

15.7: Retirement.

- A. The Employer will provide the Municipal Employees' Retirement System Plan B-3, at no cost to the employee. Additionally employees shall be permitted to receive a normal retirement (B-3 plan) after twenty-five (25) years of service regardless of age with no reduction in benefits, or cost to the employee. The B-3 plan specifies 2.25% of the member's final average compensation multiplied by the number of years and months of service.
- B. The MERS Plan will be amended to the B-4 plan with the employees paying 100% of the additional cost of changing from the B-3 plan to the B-4 plan upon majority vote of the bargaining unit. To implement this provision, the Employer agrees that, following the ratification and signing of the contract by the principal parties, it will procure the actuarial costs of changing from the B-3 plan to the B-4 plan and will provide the information to the Union. The Union agrees that the change from the B-3 plan to the B-4 plan and the required employee contributions, if adopted by majority vote, shall apply to all members of the bargaining unit.
- C. All employees hired after January 1, 2007 shall (in lieu of the retirement program set forth in sections A and B above) be covered by a defined contribution plan under which the County will contribute seven (7%) percent of the employee's base salary.

15.8: Uniforms. The County will provide uniforms for Sergeants, Deputies, Administrative Secretaries, Animal Control Officers and Assistants, Corrections Officers, Dispatcher/Clerks and in accordance with its established program. Detective clothing

will be furnished in accordance with the present program. The Employer will furnish cleaning as is reasonably necessary. Detectives will receive a clothing allowance of \$500 per year, payable January 1 of each year. The Sheriff shall prescribe uniforms for all employees. The employer shall continue the annual footwear allowance of sixty (\$60.00) dollars annually.

15.9: Worker's Compensation Differential. In the event an employee is disabled due to on-the-job injury and is drawing worker's compensation benefits, he may utilize his accumulated sick leave to make up the difference between his worker's compensation benefit and his regular straight time pay.

A. Duty-Related Injury. In the event an employee is injured in the performance of his/her duties as an Iosco County Sheriff's Office employee, whether during scheduled hours or otherwise and said injuries are covered by the applicable Workers' Compensation benefits, the Employer shall continue all benefits except wages for the length of the employee's injuries. No employee shall lose sick time as a result of a duty-related injury. Seniority and health care shall continue for twenty-four (24) months.

B. Worker's Compensation. The Employer will furnish coverage under the applicable Worker's Compensation laws.

15.10: Separability and Savings Clause. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect and that provision that is declared invalid shall be renegotiated.

15.11: Discontinuation of Insurance Coverage. The insurance coverage listed above in Section 15.1, 15.2 and 15.3 shall be discontinued on the day the employee's services are terminated or quits or retires or the day he goes on any unpaid leave of absence or is laid off, provided that, subject to the approval of the insurance carrier, said coverage will continue for that period for which the County has prepaid the premium for such employee. Eligibility, coverage and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in contracts between the County and the carrier. Any rebates or refunds on premiums paid by the County shall accrue to the County. The County reserves the right to select the insurance carrier, to change insurance carriers and to become self-insured to the extent permitted by law, provided that there shall be no reduction of benefits set forth in Section 15.1, 15.2 and 15.3. The County will notify the Union of any change in insurance carriers and /or self-insurance at least sixty



(60) days prior to implementation of the change. It is further agreed that the only liability assumed under this article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

15.12: Unpaid Leave Benefits. No benefits of any kind will be earned by, or accrued to, an employee during any unpaid leave of absence set forth in this Agreement.

15.13: Waiver of Medical Insurance Coverage. An employee eligible for medical coverage in Section 15.1 and has medical coverage available through a spouse or another source may execute a waiver agreement provided by the Employer. The decision to waive the right to medical insurance coverage shall only be made once per calendar year. In the event an employee elects not to be covered by such medical insurance, the Employer shall pay the sum of one thousand (\$1000.00) dollars directly to the employee as salary. Such payment shall be made once per year at the expiration of a twelve (12) month period of no medical coverage, i.e., no premiums paid to the Employer on behalf of the employee. In the event of an employee who has executed such waiver voluntarily terminates his employment prior to the expiration of the twelve (12) month period, then an amount equivalent to the pro-rata portion of the twelve (12) months shall be paid at the time of termination of employment.

15.14: Health Insurance after Retirement. Employees who retire pursuant to Section 15.6, Retirement, may at the employee's cost maintain the health insurance set forth in Section 15.1, Hospitalization Insurance, for the employee and spouse by submitting the monthly premium payment in advance each month to the County Clerk's Office.

ARTICLE XVI  
WAIVER

16.1: Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.


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 or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or 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.

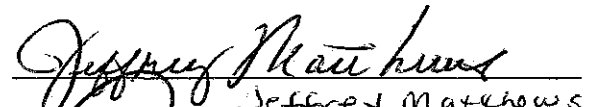
ARTICLE XVII  
DURATION


17.1: Duration. This Agreement shall be in full force and effect from January 1, 2011, to and including December 31, 2011, and shall remain in full force and effect until a subsequent agreement is successfully negotiated. Either party may request to open negotiations to a successor agreement at least sixty (60) days prior to date of expiration.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN:

  
Patrick J. Spidell  
Business Agent

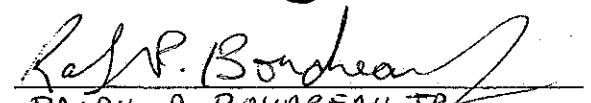
THE IOSCO COUNTY BOARD  
OF COMMISSIONERS:

  
Vice-Chairman Jeffrey Matthews

  
Allan L. MacGregor  
Sheriff

IOSCO COUNTY POLICE OFFICERS  
ASSOCIATION

  
Rhonda Gingerich  
ICPOAM President

  
RALPH P. BOUDREAU, JR.  
Undersheriff

ICPOAM Negotiator

ICPOAM Negotiator

APPENDIX A

Wages

Effective January 1, 2011 %

<u>Classification</u>	<u>Start</u> <u>5 Years</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Detective	40,455	-	-	-	-
Sergeant	40,455	-	-	-	-
Deputy	28,826 38,547	33,476	35,429	37,571	38,005
Corrections Corporal	33,271				
Corrections Officer	24,276 30,535	28,186	28,921	29,756	30,099
Clerks	24,276 30,535	28,186	28,921	29,756	30,099
Animal Control	25,387 33,794	29,353	31,089	32,933	33,315