

**AGREEMENT**

*between*

**THE COUNTY OF LAPEER  
SHERIFF FOR THE COUNTY OF LAPEER**

*and*

**POLICE OFFICERS LABOR COUNCIL  
COMMAND – UNIT “A”**

**Effective: January 1, 2007 – December 31, 2009  
Board Motion #15-07**

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## **AGREEMENT**

This Agreement entered into on this 4th day of January, 2007, between the Board of Commissioners for the County of Lapeer and the Sheriff for the County of Lapeer, hereinafter referred to as the "Employer" and the Police Officers Labor Council, Unit "A" hereinafter referred to as the "Union".

This Agreement incorporates all of the issues resolved in collective bargaining between the "Employer" and the "Union", all of which resolved issues are enclosed herein and made a part hereof.

## **ARTICLE I**

### **PURPOSE AND INTENT**

#### Section 1.

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the County, the Employees and the Union.

#### Section 2

The parties recognize that the essential public service here involved and the interest of the community and the job security of the Employees, depends upon the County's success in establishing and maintaining a proper and uninterrupted service to the community.

#### Section 3.

The parties mutually recognize that the responsibility of both the employees and the County to the public requires that any disputes arising between the employees and the County be adjusted and settled in an orderly manner without interruption of such service to the public.

#### Section 4.

To these ends, the County and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

## ARTICLE II

### RECOGNITION

#### Section 1.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Police Officers Labor Council as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, for the following employees of the Lapeer County Sheriff's Department excluding the Sheriff and Under Sheriff:

Unit A: All full-time Lieutenants and Sergeants

Upon ratification of the 2007-2009 contract by both parties, the Detective Sergeant and Sergeant ranks will be combined into the rank of Sergeant at paygrade 10. All Sergeants will be assigned to either the Road Patrol or to the Detective Bureau by the Sheriff's Department. Sergeants would be given the opportunity to bid for a shift after given an assignment, i.e. Detective Bureau or Road Patrol. Within the classification, individuals may then bid for their appropriate shift choice based on seniority as a Sergeant.

#### Section 2.

It is agreed that persons employed by the County under temporary, part-time or regular part-time basis who work less than (20) hours per week shall be specifically excluded from the terms of this Agreement.

#### Section 3.

It is agreed that the Employer shall not utilize the above-mentioned employees to replace full-time employees except where full-time employees are not available or for emergencies of law enforcement.

The provisions of Article X, Section 7, regarding permanent transfers and Article XXIX, regarding Promotions, shall apply to employees in Unit B regarding permanent transfers to positions in Unit A.

Employees in Unit A will retain all rights to "bump" into Unit B as specified in Article X, Section 6.

**ARTICLE III**

**AGENCY SHOP**

Section 1.

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 to such matters.

Section 2.

Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. 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 are not only for members in the Union.

Section 3.

In accordance with the policy set forth under Section 1 of this article, all employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, a service fee equal to the cost of collective bargaining, contract administration and grievance procedures.

Section 4.

If any of this Article ~~is~~ 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.



Section 5.

The Union will protect and save harmless the Employer from any or all claims, demands, suits and other forms of liability by reason of action taken by the Employer or its designated agent for the purpose of complying with this article.

**ARTICLE IV**

**CHECKOFF**

Section 1.

The County will not interfere with, discourage, restrain, nor coerce County employees because of their membership in the Union or any lawful activities herein. Nor shall the county encourage the membership in said Union. The Union hereby agrees that it will not discourage, restrain, nor coerce any County employee, not belonging to the Union, from doing their legally assigned work arising out of the course of their employment with the County.

Section 2.

The County will deduct, upon receiving signed authorization by the requesting employee, all dues as stated for the Union, and forward the same to the Union each month.

Section 3.

The Union agrees to indemnify and save the County harmless against any and all claims, suits or other forms of liability arising as a result of its deductions from any employee's pay of Union dues. The Union assumes full responsibility for the disposition of the deductions so made once they have been remitted to the Union.

## ARTICLE V

### REPRESENTATION

#### Section 1. - Bargaining Committee

The employees shall be represented by a bargaining committee of three (3) members from the bargaining unit who shall be elected in any manner determined by the employees. All bargaining committees shall be seniority employees of the Lapeer County Sheriff's Department. The bargaining committee shall represent the employees in connection with negotiations leading to a collective bargaining agreement. The employees elected to the bargaining committee shall suffer no loss of pay if they are scheduled to work during such negotiation sessions.

#### Section 2. - Steward

The County recognizes the right of the Union to appoint a Chief Steward. In addition to the Chief Steward, the employees shall elect one (1) steward and one (1) alternate steward on each shift. The authority of the steward and alternate steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a) The investigation and presentation of grievances with the designated County representative upon having received permission from his supervisor to do so, in accordance with the provisions of the grievance procedure.
- b) The transmission of such messages and information, which shall originate with and are authorized by the Union or its Officers, provides such messages and information:
  - 1) Have been reduced to writing; or
  - 2) If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, or any other interference with the business of the Lapeer County Sheriff's Department.

Section 3.

The Union will furnish the County with the names of its Chief Steward, Shift Stewards and Alternate Stewards and members of the bargaining committee who are employed within the unit and such changes as may occur from time to time in such personnel so that the County may at all times be advised as to the authority of the individual representatives of the Union with which the County may be dealing

Section 4.

The Stewards and Alternate Stewards may be required to record time spent in Union representation during working hours. All such stewards and alternates will perform their regularly assigned work at all times except when necessary to leave their work to perform representation according to the terms contained herein.

Section 5.

The Steward and Alternate shall have no authority to take strike action, or any other action interrupting the business of the Employer. The County recognizes these limitations upon the authority of the Steward and Alternate and shall not hold the Union liable for any unauthorized acts. The County, in recognizing such limitations, shall have the authority to impose proper discipline, up to and including discharge, in the event the Steward or Alternate takes unauthorized strike action, slow-down or work stoppage or interference with work.

Section 6.

The Steward or Alternate, in the absence of the Steward, shall upon obtaining permission from their supervisor, be permitted, after the first hour of their work shift, to leave their job for the purpose of investigating grievances and attending meetings with the Employer during working hours.

Section 7.

Authorized representatives of the Union shall be granted permission to enter the buildings and work areas of the Sheriff's department, upon reasonable advance notice, for the purpose of adjusting grievances with the appropriate individuals, provided there is no interference with work.

Section 8.

Special Conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and the Employer or the Employer's designated representative upon the request of either party. Such meeting shall be held between not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda. Conferences shall be held at times mutually agreed upon between the union and the employer. Members of the Union shall not lose pay for time spent in such special conferences. Special conferences shall be scheduled within ten (10) days after the request is made, unless otherwise agreed upon between the parties.

Section 9.

The Employer and the Union shall not discriminate against any Employee because of any basis made illegal by applicable law.

Section 10.

The Employer agrees to grant time off with pay in an amount not to exceed two (2) days in any one calendar year to enable one (1) Union Representative/Steward from A and B Unit to attend Union Conventions and Education Classes. Requests for such leave must be given to the

employee's immediate supervisor in writing ten (10) days in advance of the time the leave is to commence, and shall specify the length of leave time desired. Time off pursuant to this Section shall not cause any disruption of the Employer's operations which would necessitate overtime pay for an employee filling the vacant position created by such time off. Leave time granted under this section may be canceled if the presence of the employee on leave is required due to the existence of emergency conditions in the Department or the County.

## ARTICLE VI

### RIGHTS AND RESPONSIBILITIES

In no event will the Union cause or authorize or permit its members, or any of them, to cause, nor will any member of the bargaining unit take part in any strike, sympathy strike, sit-down, stay-in, slow-down, stoppage, interruption, or impeding of work or interference with any operation of the Lapeer County Sheriff's Department during the term of this Agreement or during any period of time while negotiations are in progress between the Union and the County for the continuance or renewal of this Agreement.

- a) In the event any one or more of the bargaining unit shall fail to observe in any way the responsibility set forth above, the Union shall immediately instruct the involved employees that their conduct is in violation of this Agreement and that they are subject to disciplinary action by the County, up to and including discharge, and instruct all such persons to immediately cease the offending conduct.
- b) The County shall have the right to discipline any employee who instigates, participates in, gives leadership to, or in any other way violates the responsibilities set forth above, which disciplinary action may include any form of discipline up to and including discharge.
- c) In the event of any violation of the responsibilities set forth above, the County shall not be required to negotiate on the merits of any dispute which gave rise to such violation.

## **ARTICLE VII**

### **MANAGEMENT RIGHTS**

#### **Section 1.**

The Union recognizes that the management of the operation of the Sheriff's Department is solely the responsibility of the County and the respective supervisors of the Lapeer County Sheriff's Department, and that nothing in this agreement can restrict, interfere with, or abridge any rights, powers, authority, duties, or responsibilities conferred upon or vested in the County of any of its elected or appointed supervisors of the Lapeer County Sheriff's Department, by the laws and constitution of the State of Michigan of the United States of America.

In addition to all such rights conferred by law, the Employer reserves the right to manage its affairs efficiently and economically, including but not by way of limitation, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operation, the schedules of work, the discontinuance of any service or method of operation, to suspend, or discharge for just cause, to assign, promote, or transfer employees, to determine the amount of overtime, if any, to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, to direct the work force, assign work and determine the number of employees assigned to each job classification, to establish, change, combine or discontinue job classifications and prescribe and assigned job duties, to adopt, revise and enforce working rules and regulations subject to express provisions of this Agreement as herein set forth.

## ARTICLE VIII

### DISCHARGE AND DISCIPLINE

#### Section 1.

The Employer shall not discharge, suspend, or discipline any employee without just cause, but, in respect to discharge, shall give at least two (2) warning notices of the complaint against such employees, to the employee in writing, and a copy of the same to the Union; except no warning notice need be given to an employee before he is discharged, if the cause of such discharge is dishonesty, drunkenness, recklessness while on duty, refusal to make required reports, insubordination, conviction of any criminal offense except minor traffic offenses, improper use of county vehicles, which is not in conjunction with their police duties, or other justified serious offense.

#### Section 2.

The discharged or suspended employee will be allowed to discuss his discharge with his Steward, prior to leaving the Employer's premises, if applicable.

#### Section 3.

Should the discharged or suspended employee consider the charge to be improper, a grievance shall be presented in writing through the Steward to the Employer within five (5) regularly scheduled working days of the discharge or suspension notice. Such action on the part of the employee shall constitute a submission of the grievance directly to Step #3 of the grievance procedure.



## ARTICLE IX

### GRIEVANCE PROCEDURES

#### Section 1.

A grievance shall be a complaint by an employee of the Union concerning the application and interpretation of this Agreement as written. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and it shall set forth the facts pertaining to such alleged violation.

All grievances shall be processed in the following manner:

STEP 1: Any employee having a grievance shall first raise the matter with his immediate supervisor. If not settled at that time, it shall be reduced to writing and signed by the aggrieved employee. Any grievance not submitted within five (5) working days of this occurrence shall be considered automatically closed.

STEP 2: The written grievance shall be discussed between the Steward and/or grievant and the designated supervisor. The designated supervisor shall give his written decision within five (5) working days of receipt of the written grievance.

STEP 3. In the event the grievance is not settled in Step 2, a meeting shall be held between the chief Steward and/or grievant, the Lapeer County Sheriff, and a representative of the Board of Commissioners, selected by the Chairman of said Board within ten (10) working days after receipt of the written decision in the previous step. Either party may have outside representatives present. The decision of the County shall be given in writing within five (5) working days after the termination of the meeting. All grievances involving discharge and suspension shall go directly to step 3 pursuant to the terms and conditions set forth in the Article entitled Discharge and Discipline.

STEP 4. The Union shall have the right within ten (10) working days after receipt of the written decision in the previous step to request the matter to be submitted to an impartial arbitrator, pursuant to the rules and regulations of the American Arbitration Association, if the matter is not resolved in Step 3. The decision of such arbitrator shall be final and binding upon all parties. The arbitrator shall have no power or authority to change, alter or amend, add to or subtract from the terms of this Agreement. Costs of the arbitrator shall be shared equally by the County and the Union, although each party shall be liable for the cost of its own witnesses. The use of the Michigan Employment Relations Commission may be used as an alternative to the American Arbitration Association in the selection of Arbitrators.

Section 2.

Any grievance not appealed from a decision in one of the Steps of the above procedure to the next step, by the Union or Employer, as prescribed, shall be considered settled on the basis of the last answer and not subject to further review.

Section 3.

Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to his former position at the current rate of pay, or as may be agreed to by the parties.

Section 4.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate during normal work hours, less any compensation he may have received from any source of employment during the period in question, except income from previously held part-time employment outside of his regular work hours.

Section 5.

Should any employee be substituted for by an employee of lesser seniority, contrary to the seniority provisions of this Agreement, the employee adversely affected shall receive compensation as therein provided.

Section 6.

The compensation such employee receives shall be equal to the rate of pay, times the hours lost during said substitution, provided the time lost shall not start sooner than after notification to the Employer that such substitution exists.

Section 7.

An agreement reached between the Employer and the Union is binding on all employees affected and cannot be changed by any individual.

Section 8.

The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other relevant records of the Employer pertaining to a specific grievance at reasonable times with the employee's consent.

## **ARTICLE X**

### **SENIORITY**

#### **Section 1.**

All newly hired full time law enforcement employees shall be probationary for the first twelve (12) months of employment from the date of enrollment into the Police Academy. All other new employees hired into the bargaining unit shall be probationary employees for twelve (12) months from the date of hire. There shall be no seniority among probationary employees. Probationary periods may be extended by mutual agreement between the parties.

#### **Section 2.**

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of work and other specified conditions of employment, except discharge or suspension, provided such discharge or suspension shall not be for Union activity.

#### **Section 3.**

When employees complete their probationary period, they shall be entered on the departmental seniority list of the bargaining unit and shall rank for departmental seniority from their date of hire. An Employee's "date of hire" shall be defined, for purposes of this Agreement, as that date upon which an employee first receives pay as a full time employee.

Employees shall also accrue seniority within a classification and shall rank for seniority in accordance with the employee's date of entry into the classification. The "date of entry" into a classification shall be defined, for purposes of this agreement, as the date upon which the new rate of pay begins within a given classification. The sum of all classification service time in each and every classification shall be equivalent to an employee's departmental seniority.

- a) Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.
- b) The departmental seniority list will show the name, rank and/or job title of the employee as well as the employee's last date of hire.
- c) The classification seniority list will show the name, rank and/or job title of the employee as well as the employee's date of entry into the classification.
- d) The employer will keep the seniority list up to date and posted at all times and will provide the Local Union membership with up to date copies at least every six (6) months. In the event more than one employee within a job classification starts to work on the same day, their respective standing on the classification seniority list shall be determined in accordance with accrued departmental seniority with the most senior departmental employee being ranked in advance of the less senior employee. When two or more employees are hired by the Employer on the same day, their surname alphabetized shall determine respective ranking.

#### Section 4. - Shift Preference

Requests for shift preference shall be granted on the basis of seniority and ability. All shifts to be worked during any given six (6) month period shall be posted by the employer in advance of the required time to request shift preference.

Employees shall submit their requests for shift preference no later than December 1st of any calendar year for that period of time to be worked, January 1st through June 30th.

Employees shall submit their requests for shift preference no later than June 1st of any calendar year for that period of time to be worked, July 1st through December 31st. Changes in shifts will be made during the first week of January and the first week of July of each year and will be for a period of six (6) months. Vacancies occurring outside the shift preference requesting period shall be filled in accordance with the provision contained herein.

Section 5. - Termination of Seniority

An employee shall have his seniority rights and his employment terminated if:

- a) He quits, retires or receives a pension under the Lapeer County Retirement System (MERS Program).
- b) He is discharged for just cause.
- c) He is absent for three (3) consecutive workdays without notifying the Sheriff's Department giving a satisfactory reason, unless he was physically unable to give notice or have someone give notice on his behalf.
- d) He falsifies a material fact on his application for employment or gives a false reason to obtain a leave of absence subsequent to April 1, 1976.
- e) He fails to report to work upon termination of any leave of absence or layoff without a bonafide reason acceptable to the Lapeer County Sheriff's Department.
- f) He is laid off for a period of twenty- four (24) consecutive months.
- g) He is on a medical leave of absence other than a job related injury for a period of more than two (2) years.
- h) He works for another while on any leave of absence, unless such employment is mutually agreed to in advance by the Lapeer County Sheriff's Department.

Section 6. - Layoff and Recall

In the event the layoff of employees is determined to be necessary by the Employer, temporary, casual, seasonal, part-time and probationary employees shall be laid off first. For purposes of this collective bargaining agreement, those employees know as the "reserve unit or reserve deputies" shall be considered part-time employees.

If additional layoffs are scheduled, seniority employees shall be laid off in reverse order of their job classification seniority.

Laid off employees shall be entitled to exercise their departmental seniority and be assigned to another job classification of equal or lower pay rate, providing Employer determines such employee is capable of performing the work in such other job classification. The decision of the Employer as to the capability of the employee shall not be arbitrary or capricious. Should an employee or employees be displaced by the procedure outlined in this Section, it shall be the

employee(s) with the least job classification seniority. Such employee(s) shall be entitled to exercise departmental seniority as conditioned herein. Effective January 1, 1991, all newly hired employees will not be able to bump into a classification of equal or lower pay rate unless the employee served in that classification. The employee, if eligible, may only bump persons with less classification seniority than the classification seniority earned by the bumping employee.

In the event a full-time bargaining unit employee refuses to work with a reserve deputy for reasons related to the competency level or abilities of the reserve, the full-time employee shall submit the reasons for refusal in writing. Refusals to work with reserve officers shall be reviewed by the Safety Committee. The Safety Committee shall conduct an investigatory hearing regarding the reasons for refusal. Upon completion of the investigatory hearing the Safety Committee shall make its' recommendation, which shall be final and binding upon the refusing employee.

In the event special duty work opportunities become available, such work opportunities shall be offered, by seniority, to full-time bargaining unit personnel on a voluntary basis. The rate of pay for special duty events will be determined by the special duty event contract. For purposes of this agreement special duty events shall be defined as marine patrol, boat races, beer tents, parade duty, fair duty, snowmobile patrol and other such similar special community functions. In the event full-time bargaining unit personnel decline special duty work opportunities or the required number of full-time bargaining unit personnel cannot be obtained, special duty work opportunities may be offered to part-time or reserve personnel. During periods of layoff, however, the opportunity to work special duty jobs shall be offered to full-time laid off personnel prior to allowing part-time or reserve personnel to work.

- i) Recalls from layoff shall be made by written notice sent by certified mail to the employee's last known address of record. All employees are required to notify proper post office address or change of address shown upon the Lapeer County Sheriff's Department records for all purposes.

- ii) Each employee who is recalled from layoff shall report in person or by certified mail to the Lapeer County Sheriff's Department within three (3) working days after being notified of recall, whether or not he intends to return to work for the Sheriff's Department, and, if he states he will return to work for the Sheriff's Department, he shall report to work on the date specified by the Lapeer County Sheriff's Department which shall not be less than five (5) calendar days from the date of notification of recall.
- iii) Employees who have been reduced in rank shall be returned to their former rank in order of their classification seniority. If an employee fails to notify the Lapeer County Sheriff's Department of his decision, within the three (3) work day period as defined in Section 5, subparagraph (c) of this Article, or notifies the Lapeer County Sheriff's Department that he will not return to work for the Lapeer County Sheriff's Department, or having agreed to return to work for the Lapeer County Sheriff's Department, fails to report on the date specified, unless the failure to report is for justifiable reasons, he shall be considered as having voluntarily quit, and the next employee in order of seniority having the necessary ability shall be recalled to work.

The Union Steward shall be given the names in order of layoff or recall whenever employees are laid off or recalled to work.

#### Section 7. - Permanent Transfers

Whenever a vacancy occurs in any job classification covered by this agreement, the vacancy shall be filled in accordance with the following procedures:

- a) The Sheriff's Department will post a notice of such vacancy for ten (10) calendar days on the bulletin board provided for in this agreement, setting forth the title of the job classification, the rate of pay, and a brief description of the required duties.



- b) All employees in a lower paying classification of this agreement shall be eligible to submit a bid in writing requesting consideration for a permanent transfer to the job classification where the posted vacancy exists. Bids shall be considered first from those who work in the Lapeer County Sheriff's Department, but if the Lapeer County Sheriff's Department determines that there are no qualified bidders in that department, bids may then be considered from persons not covered by this agreement.
- c) Employees who have submitted timely bids to fill the posted vacancy shall be considered in the order specified in the paragraph above. In order to be awarded a permanent transfer, an employee must possess at the time of the award suitable qualifications and abilities to perform the work required by the Lapeer County Sheriff's Department for the posted job classification. If two (2) or more employees possess such qualifications and abilities, the permanent transfer shall be awarded to the employee determined by the Employer to have the better qualifications and abilities. Notice of the successful bidder, if any, shall be posted within ten (10) working days after the bidding closes.
- d) Any employee awarded a permanent transfer to a new job classification pursuant to the provisions of this Section may be required to remain at his old job up to thirty (30) working days, or longer by mutual consent, until a proper replacement can be obtained. An employee awarded a new job classification shall have a training period not to exceed ninety (90) working days to qualify for such new job classification. By mutual agreement of the Union and Sheriff's Department, this ninety (90) working day period may be extended. The Sheriff's Department may disqualify an employee prior to such ninety (90) working day period where lack of ability to qualify is clear to the Sheriff's Department. An employee may also request to be returned to his former position prior to the completion of the ninety

- (90) working day period without loss of seniority rights. An employee who fails to qualify shall be returned to his former classification without loss of seniority rights.
- e) In the event no qualified bidders are available in the opinion of the Lapeer County Sheriff's Department, through the bidding procedure established by this Section, the Lapeer County Sheriff's Department may fill the posted vacancy by hiring a new employee.
- f) Employees shall not be permitted to maintain a name on more than one job classification seniority list at any one time. In the event an employee successfully bids for and is awarded a permanent transfer to a new job classification, he shall be placed on the bottom of the seniority list for the job classification which he is permanently transferred and given a date of entry seniority date for layoff, recall and reduction purposes. His name shall be removed from the seniority list of his former job classification as soon as he has successfully qualified for the new job classification. The new job classification to which he has been permanently transferred shall thereupon become his permanent job classification and he shall hold his classification seniority only in that job classification.

#### Section 8. - Temporary Transfers

In the event there is a temporary job vacancy resulting from vacations, leaves of absence, temporary work increase, etc., the Sheriff's Department may fill such temporary job vacancy without following the procedure set forth above for a period not to exceed ninety (90) days, or such longer time as may be mutually agreed upon by the Sheriff's Department and the Union.

- a) In the event the temporary job vacancy exceeds ninety (90) days and the time for the temporary transfer is not extended by mutual agreement between the Sheriff's Department and the Union, the temporary job vacancy shall be filled for the balance of the temporary absence by following the job bidding procedure set forth

above. Such posting shall be marked as temporary vacancies, so that bidding employees may know of the temporary nature of the vacancy. Vacancies created by a successful bid under this subsection may be filled in accordance with the temporary transfer provisions of this contract.

- b) An Employee temporarily transferred shall acquire no seniority in the job classification to which he is temporarily transferred, and, upon completion of the temporary transfer, the employee so transferred shall return to the job classification where he holds seniority.
- c) An employee temporarily transferred by specific assignment of the Sheriff's Department to a higher grade job shall receive the rate of pay for the job classification to which the temporary assignment is made after working in the classification for a period of four (4) hours per occurrence of assignment, except employees laid off from the classification.

The employee will receive the next pay step higher in the job classification to which transferred than the pay step received in the job classification from which transferred. If the transfer is not to a higher job classification, the employee shall continue to receive the pay for the job classification from which transferred.

Employees temporarily transferred by specific assignment shall remain so assigned until such time as the reason-giving raise to the initial assignment is corrected.

Employees who are laid off from a classification and subsequently are temporarily reassigned to that classification by specific assignment shall receive that rate of pay commensurate with the employee's length of service in the classification assigned.

#### Section 9. - Transfer Out of the Bargaining Unit

Any employee who is transferred out of the bargaining unit covered by this Agreement, but who continues as an employee of the Sheriff's Department, shall retain his seniority within his job

classification in the Sheriff's Department in the event he is returned by the County to the bargaining unit covered by this agreement. Provided, however, such employee shall not accumulate seniority while he is out of the bargaining unit.

Section 10. - Emergency Seniority Adjustment

In the event of an emergency beyond the control of the Sheriff's Department, such as Acts of God, flood, fire, storm, civil disturbances, power failure, labor disputes, or other like events, the Sheriff's Department shall have the right to make temporary adjustments of the work force for a period not to exceed five (5) working days without regard to seniority. If such conditions exceed five (5) working days, the work force shall be adjusted according to the layoff procedure as described in this Article, unless the Sheriff's Department and the Union agree otherwise.

## ARTICLE XI

### HOURS OF WORK AND OVERTIME

#### Section 1.

The normal workday shall consist of eight (8) hours per day inclusive of a paid meal period. This shall not constitute a guarantee of hours or days.

#### Section 2.

The present work schedules in existence at the time of the signing of this agreement shall remain in effect for the duration of this Agreement. Work schedules shall be posted no less than ten (10) days prior to the first day of the month being scheduled. Posted work schedules shall not be changed to avoid the payment of overtime. However, if it becomes necessary to alter or modify a posted work schedule due to the exigencies of law enforcement work, the affected employee shall be given reasonable advance notice of the proposed change. Special duty work opportunities shall be posted adjacent to the employee work schedule a minimum of five (5) days prior to the special duty event to be worked. The special duty job posting shall contain the dates of the event and hours to be worked.

#### Section 3.

Time and one-half (1 1/2) of the employee's regular straight time hourly rate shall be paid for all hours worked in excess of the regular eight (8) hours per day or eighty (80) hours in a scheduled pay period. Employees shall not be required to take time off to compensate for overtime hours worked in the same workweek for purposes of avoiding overtime payment.

#### Section 4.

Employees called into work and who report as required after having completed their normal workday shall be paid a minimum of four (4) hours pay at their regular straight time rate.

## ARTICLE XII

### HOLIDAYS

#### Section 1.

The following days shall be designated and observed as paid holidays:

- New Years Day
- Lincoln's Birthday
- Washington's Birthday
- Easter
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Years Eve

#### Section 2.

In order to be eligible for time off or holiday pay as provided herein, an employee must work their last regularly scheduled workday before the holiday and their first regularly scheduled workday after the holiday. Authorized days off either before or after the holiday shall not operate to disqualify employees from being eligible for holiday benefits as provided in this Article.

#### Section 3.

All full time seniority employees who are not scheduled to work on a recognized holiday, shall receive an additional day off in lieu of receiving eight (8) hours pay, forty hours pay plus additional day off, to be taken at a time mutually agreeable to both the employee and the employer.

All full time seniority employees who are required to work on a recognized holiday shall receive eight (8) hours holiday pay, in lieu of receiving an additional day off, in addition to being paid time and one-half (1 1/2) for all hours worked, except as provided in Section 4 of this Article.

Section 4.

An employee who may be required to perform necessary work in excess of eight (8) hours on any of the above holidays shall receive pay equal to two (2) times their straight time rate for all hours worked on the holiday in excess of eight (8) hours, over and above holiday pay provisions contained in Section 3 of this Article.

Section 5.

The Sheriff's Department shall attempt to schedule holidays on a rotating basis throughout the year.

## ARTICLE XIII

### VACATIONS

#### Section 1.

All full time employees covered by this Agreement shall be entitled to an annual vacation on the basis of the following schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
One (1) Year but less than two (2) Years	10 working days
Two (2) Years but less than eight (8) Years	15 working days
Eight (8) Years but less than twenty (20) Years	20 working days
Twenty (20) Years and thereafter	25 working days

#### Section 2.

New employees shall be entitled to ten (10) working days vacation on their first anniversary of their date of hire.

#### Section 3.

The annual vacation entitlement set forth above shall be credited to each employee on the anniversary of their date of hire.

#### Section 4.

When an employee quits with not less than five (5) working days notice, the employee will be paid for all accrued but unused vacation time.

#### Section 5.

When an employee is laid off for lack of work for an indefinite period, the employee may elect to be paid for all accrued but unused vacation.



Section 6.

In the event of death or retirement of an employee, all accrued but unused vacation shall be paid to the employee or the employee's estate in the same manner as wages due.

Section 7.

If an employee is discharged for just cause or quits without giving five (5) working days notice, no vacation pay will be allowed.

Section 8.

An employee who actually works nine (9) months in the previous calendar year shall be entitled to full vacation privileges. An employee otherwise eligible for vacation entitlement, off work for any reason for more than three (3) months, shall be entitled to a pro-rata vacation based upon 1/12 of his full vacation for each month actually worked during the previous calendar year.

Section 9.

Vacations shall be scheduled within the Sheriff's Department between the Lapeer County Sheriff's Department and the employees involved in order to maintain continuity and efficiency of operations. In case of differences, the senior employees shall be entitled to the preference, provided the senior employee makes his choice of vacation time on or before the end of the scheduling period.

Section 10.

Vacations will be taken in a period of consecutive days. Vacations may be split provided such scheduling does not drastically interfere with the operation of the Sheriff's Department. When a holiday is observed by the Sheriff's Department during an employee's vacation, the vacation will be extended one day continuous with the vacation for the allowance of said holiday.

Section 11.

Employees shall be required to schedule and use all annual accumulations of vacation time. Employees will not be allowed to accumulate vacation from one anniversary year to another unless an employee is requested by the employer to reschedule their vacation or due to the exigencies of law enforcement an employee is unable to schedule and use all accumulated vacation. In such event, the employee shall schedule unused vacation accumulations as soon after the anniversary of their date of hire as reasonably possible.

Section 12.

If an employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his vacation and the employee utilized accumulated sick leave credit for the period of illness, his vacation for the number of days so utilized shall be rescheduled. If said period of illness exceeds three (3) days, verification of said illness may be required by the Employer.

Section 13.

When a holiday observed by the Employer falls during an employee's scheduled vacation, the holiday may be allowed and the vacation leave extended accordingly, or, in the alternative, the employee may receive holiday pay for the observation of said holiday.

SECTION 14.

A vacation advance check not to exceed a two (2) week period may be issued to an employee upon request prior to the taking of his vacation. Such request must be in writing two (2) weeks prior to the starting date of the employee's vacation and presented to the employee's supervisor.

## ARTICLE XIV

### LEAVES OF ABSENCE

#### Section 1.

Employees shall be eligible for leaves of absence after one year of service with the Employer. Leaves of absence are for employees who, in addition to qualified sick leave and vacation time, require additional time off from their employment.

#### Section 2.

Any requests for a leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

#### Section 3.

Authorization or denial for a leave of absence shall be furnished to the Employee by the Employer in writing.

#### Section 4.

An employee on approved leave of absence will retain all accumulated seniority provided, however, employees shall not accumulate seniority while on an approved leave of absence unless otherwise provided herein.

#### Section 5. - Military Leave

Employees who enter the armed services of the United States of America while employed by the County shall be given all benefits accorded them by applicable Federal Law. Employees who are members of the National Guard, Army Reserve, Naval Reserve, Marine Reserve or Air Corps Reserve, who are called to active duty for the limited purpose of defense training only while

maintaining full time employment with the County, shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. Full time seniority employees shall be reimbursed by the Employer for the difference, if any, between their service pay and their base pay under this agreement during the term that they are engaged in active duty for the limited purpose of defense training.

Section 6. - Jury Duty

The County agrees that employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for the time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty.

Section 7.

Employees required by any public agency to appear before a Court or such public agency outside Lapeer County on matters related to the employee's work for the Lapeer County Sheriff's Department and in which the employees is personally involved shall be granted a leave of absence with pay for the period during which the employee is required to be absent from work. Such employee shall be paid the difference, if any, between the compensation they receive from the Court or Agency and their wages for time necessarily spent in such appearance, not exceeding base pay. Employees will be paid for the full day after turning over the witness fees to the Employer.

Section 8. - Union Leave

Members of the Union elected to Union positions or selected by the Union to perform work which takes them from their employment with the employer, shall, at the employee's request, receive a temporary leave of absence without pay, up to a period not to exceed three (3) years and said

leave may be renewable for one (1) additional year. Employees desiring leaves under this section shall notify the Employer thirty (30) days in advance of the date on which said leave is to become effective and shall specify the facts giving rise to the request for the leave. No more than one (1) employee shall be off on leave under this Section at any time,

#### Section 9. - Educational Leave

An employee wishing to further his education in the law enforcement profession may be granted an educational leave for a maximum of two (2) years without pay. This leave may be extended by mutual agreement between the employee and the Employer.

#### Section 10. - Funeral Leave

The Employer agrees in the event of a death in the employee's immediate family (spouse, child, stepchild, grandchild, parent, grand parent, brother, sister, mother-in-law, father-in-law, legal guardian, stepparent, stepbrother, stepsister), the employee shall be excused without loss of pay for the dates on which he has been scheduled to work during the period from the date of death to the date of the funeral, both inclusive, but not to exceed a total of five (5) working days for such absence as is required to discharge specific obligations placed upon him by the death.

The employee shall be excused without loss of pay on the day of the funeral in the case of death of the employee's aunt, uncle, sister-in-law, and brother-in-law. The employee excused from work under this Article shall, after making written application, receive the amount of wages he would have earned by working during straight time hours on such scheduled day of work he is excused.

## **ARTICLE XV**

### **SICK LEAVE**

#### **Section 1.**

All full time employees covered by this collective bargaining agreement shall, after completing one (1) year of service, be entitled to receive paid sick leave benefits as provided in this Article. Employees shall continue to accrue seniority while on paid sick leave.

#### **Section 2.**

Each full time employee shall be entitled to a maximum of thirteen (13) paid sick leave days per year, with a limitation of one hundred seventy (170) days accumulation. Each eligible employee with more than one (1) year of service shall, on such date, be credited with one half (1/2) day of sick leave for each two (2) week pay period in which they perform work or are on approved vacation in the previous year, up to thirteen (13) sick leave days per year.

#### **Section 3.**

Eligible employees with less than one (1) year of service as of the date of this Agreement and new employees shall be entitled to one-half (1/2) sick leave day after the anniversary of their hiring date for each two (2) week pay period in which they performed work during their anniversary year.

#### **Section 4.**

In case of illness, employees who have completed their probationary period but have less than one (1) year of service may use sick days earned during their first year of employment.

#### **Section 5.**

Employees shall be entitled to use accrued sick leave days accredited to them for absences

due to bonafide personal illness or illness of their minor child. Employees shall be allowed to use a sick day for their spouse in the event an emergency occurs requiring the Employee to immediately depart from work. Medical certification will not generally be required to substantiate sick leave absences of one working day. However, medical certificates, or in lieu thereof, a signed written statement from the Employee setting forth the reasons for the sick leave, may be required at the discretion of the Employer for each absence, regardless of duration, should the Employer have reason to believe the Employee is abusing his sick leave privileges. Falsification of the medical certificate, falsely setting forth the reasons for the absence, or failure to obtain the medical certificate when requested, shall constitute just cause

#### Section 6.

Employees shall be entitled to accumulate sick leave days with a limitation of one hundred seventy (170) days accumulation.

#### Section 7

When an employee quits, retires, is discharged or for any reason terminates his employment, all accumulated sick leave days shall be forfeited.

## ARTICLE XVI

### HOSPITALIZATION / MEDICAL COVERAGE

#### Section 1.

1. The Employer will provide Blue Care Network (HMO) with a \$10 generic / \$20 name brand drug rider as the base rate health insurance program and initial base cost with the Blue Cross for Dental and Vision.
2. Employees may elect the County's alternative health insurance options at a monthly cost, subject to payroll deduction, which will be based on the premium amount in excess of the current benefit rates and upon dependents covered. The employee will be responsible to pay the difference in premium expense from the base rate health insurance, if the alternative health insurance rate is higher.
  - a. The benefit rate and employee cost is established as identified in the Compensation Appendix (Appendix B).
  - b. The employee may select at their own expense and subject to payroll deduction the family continuation and/or sponsored dependent riders.
3. The County has established an IRS 125 Plan that will be available to employees covered by this Contract consistent with the County plan.
  - a. Employees covered by this Agreement who elect not to take Health, Prescription, Vision, and Dental coverage will receive a monthly buy-out payment as established in the Compensation Exhibit, which can be applied to 125 Benefits or taken as a cash option. If taken as a cash option, all taxes due will be the responsibility of the employee. Employees must provide proof of other medical coverage if this cash option is selected.
4. The Employer agrees to continue selected health insurance coverage, as agreed upon above, under the terms and conditions set forth below:



a. In the event of layoff, the Employer will continue to provide the benefit option selected by the Employee for one (1) month beyond the month in which the employee was laid off, with the understanding that the Employee makes their applicable payments as agreed.

b. In the event of absence due to illness, the Employer will continue to provide the benefit option selected by the Employee in the Employee's absence not to exceed one (1) year, with the understanding that the Employee makes their applicable payments as agreed.

c. In the event of absence due to a workmen's compensation illness or accident, the Employer will continue to provide option selected by the Employee during the Employee's absence, not to exceed two (2) years, with the understanding that the Employee makes their applicable payments as agreed.

## Section 2.

Employees shall become eligible for Hospitalization Insurance the first of the month following the completion of ninety (90) calendar days from the date of full-time employment.

**ARTICLE XVII**

**WORKER'S COMPENSATION**

**Section 1.**

The Employer shall provide applicable worker's compensation protection of all employees covered by this Agreement. In the event an employee shall sustain an occupational injury, he shall receive payment by the Employer of an amount sufficient to make up the difference between what is paid by Worker's Compensation and his regular rate of pay, so long as said employee is not able to return to employment within the Lapeer County Sheriff's Department, for a period of time not to exceed twenty-four (24) months.

**ARTICLE XVIII**

**UNEMPLOYMENT COMPENSATION**

The Employer shall provide unemployment compensation for all employees as provided by the Michigan Employment Security Commission.

**ARTICLE XIX**

**LIFE INSURANCE**

**Section 1.**

The Employer shall provide each employee with twenty-five thousand (\$25,000.00) dollars of term life insurance under the following terms and conditions as set forth below:

- a) In the event of layoff, the Employer will pay the premium for one (1) month beyond the month in which the employee was laid off.
- b) In the event of absence due to illness, the Employer will pay the premium during such absence, not to exceed one (1) year.
- c) In the event of absence due to a worker's compensation illness or accident, the Employer will pay the premium during such absence, not to exceed two (2) years.

**Section 2.**

Employees shall become eligible for Life Insurance the first of the month following the completion of ninety (90) calendar days from the date of full time employment.

## **ARTICLE XX**

### **RETIREMENT**

#### **Section 1.**

The employees of the Lapeer County Sheriff's Department are covered by a retirement plan known as the Municipal Employees Retirement System. The Union shall be furnished a copy of that plan and any changes which the Employer may institute from time to time.

#### **Section 2.**

Effective January 1, 1991, the Employer agrees to improve the existing retirement program to a plan known and defined by MERS as the B-2, F-50/25 Plan. Further, upon ratification of this Agreement by the parties, the retirement plan as established herein shall be noncontributory in nature; that is, the Employer shall pay all contributions necessary for the continuance of the plan. In addition, the currently established benefit of early retirement at age fifty (50) with twenty-five (25) years of service shall be continued. Effective January 1, 1994, the Employer agrees to provide the MERS B-3 retirement plan for all employees who retire effective January 1, 1994, to present. Effective January 1, 1999, employees shall be placed in the MERS B-4 retirement plan, with a payroll deduction reflecting the difference in the cost for B-3 Program, paid by the County, and the cost for the B-4 Program.

#### **Section 3.**

Due to the nature of the work performed in the Sheriff's Department the Employer agrees to pay a Retirement Enhancement Bonus. Said Bonus will be \$750.00 per year for all employees retiring under the MERS Retirement System, effective January 1, 1989. At the age of 62 the Bonus will be reduced to \$400.00 per year. Said Bonus will cease if the employee secures additional employment and no dual coverage will be permitted. The monies paid are to aid in the

purchase of Health Insurance. Payments shall be made the first payroll in December. Payments will be pro-rated, based on withdrawal date from the Employers Hospitalization Coverage.

#### Section 4.

Employees retiring under the effective MERS Retirement Program (beginning January 1, 1997) shall be eligible to participate in the County Retiree Health Insurance Program consistent with the procedures established in County Policy. Retirees participating in the County Retiree Health Insurance Program shall receive a \$100.00 per month retiree health insurance premium supplement while enrolled in the Program. Retirees must pay the difference between the \$100.00 County supplement and the premium charged by the County's insurance provider to remain active in the Retiree Health Insurance Program. Under no conditions shall payment be made by the County to an individual retiree or to other health insurance providers. Retirees must pay their monthly premium within the guidelines established in the County policy to retain health insurance under this County sponsored plan.

- a) Retirees who retired prior to January 1, 1997, currently receiving the \$750.00 stipend, will continue to receive the same benefit. Those retirees may elect to apply the \$750/\$400 stipend toward the Program described above. Those electing this option will be required to sign an agreement accepting the terms and conditions of the Retiree Health Insurance Program as established.
- b) At Medicare eligible age, retirees shall not be included in the County group insurance plan.

#### SECTION 5. Post Employment Health Plan (PEHP)

1. For those employees who are vested and retire.
  - a. The Employer will provide an individual employee post-retirement healthcare program, which could include Retiree Health Savings Accounts and/or

Post Employment Health Plan (PEHP) with a Provider selected by the Employer. The County is currently using the service of MERS (PEHP). They will be funded as follows:

i. The County will transfer all existing employee's accounts to the MERS PEHP employee vested accounts. If employee terminates prior to vesting, they are entitled only to the account balance that was transferred from Nationwide for that employee.

ii. The County will contribute \$30 per month of credited service to the employee's non-vested PEHP account until employee reaches vesting at ten years of full-time County service.

iii. Upon reaching vesting or for those already vested, the County will transfer the employee's MERS PEHP non-vested account to the MERS vested account.

iv. The County will continue to contribute \$30 per month of credited service to the employee's vested PEHP account.

v. As a vested employee, upon termination, the PEHP account balance shall be portable.

2. Employees covered by this agreement still on the seniority list, hired prior to 1991, and in the bargaining unit prior to 2001, shall be eligible to receive \$200.00 per month retiree health insurance premium supplement while enrolled in the County's program under the same terms and conditions.

**ARTICLE XXI**

**RATES FOR NEW JOBS**

**Section 1.**

When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the Employer will notify the Union when it establishes a classification and the proposed rate. In the event the Union does not agree that the description and rate are proper, the Union shall have thirty (30) days in which to notify the Employer of its objection. The description and rate shall then be subject to negotiations for thirty (30) days, after which it may be the subject of the grievance procedure, in the event a settlement has not been reached. The Employer may fill the position in the interim, and any adjustments subsequently agreed upon or determined through the grievance procedure shall be made retroactive to the date the position is filled.

## **ARTICLE XXII**

### **UNION BULLETIN BOARDS**

#### **Section 1.**

The Employer will provide a union bulletin board in the Lapeer County Sheriff's Department which may be used by the Union for posting notices of the following types:

- a) Notice of Union recreation and social events.
- b) Notice of Union elections.
- c) Notice of the results of Union elections.
- d) Notice of Union meetings.

#### **Section 2.**

The Union shall not post any non-Union related political matters upon the bulletin board provide for herein. Other material may be posted on said bulletin board provided it is mutually agreed upon by the Employer and the Union. No notice shall be posted which is not signed and approved by the Union Steward.

## **ARTICLE XXIII**

### **SAFETY COMMITTEE**

#### **Section 1.**

A safety committee of one (1) employee representative per shift and one Employer representative per shift is hereby established. This committee shall not include Union Stewards or Alternates. The Safety Committee shall be scheduled by the Employer to meet at least once per quarter (or more often if situations warrant), during regular working hours, for the purpose of making recommendations to the Employer.



**ARTICLE XXIV**

**FALSE ARREST INSURANCE**

The Employer shall provide false arrest insurance for the benefit of the employee in such amount of coverage and under such terms and conditions as the Employer shall deem appropriate, provided, however, that the amount of coverage shall not be reduced to an amount less than that existing as of the date of the execution of this Agreement.

**ARTICLE XXV**

**MATRONS**

The Employer hereby agrees that in the absence of regular matrons that other female members of the bargaining unit may serve in that capacity. Further, said other female members of the bargaining unit shall keep the Lapeer County Sheriff's Department advised as to their whereabouts when on call so that they may be reached to perform matron's duties.

**ARTICLE XXVI**

**SHIFT DIFFERENTIAL**

The Employer hereby agrees to pay an afternoon shift differential of thirty-five (\$.35) cents per hour to be paid for time actually worked by employees on the regular afternoon shift.

The Employer hereby agrees to pay a night shift differential of forty-five (\$.45) cents per hour to be paid for time actually worked by employees on the regular night shift.

**ARTICLE XXVII**

**CLOTHING ALLOWANCE**

A clothing allowance in the amount of three hundred fifty and 00/100 (\$350.00) dollars shall be paid to detectives required to wear civilian clothing. Said clothing allotment shall be paid on June 1<sup>st</sup> of each year during their term of this Agreement.

## **XXVIII**

### **GENERAL**

#### **Section 1. - Visits of Union Representative**

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for the time and place prior to the occurrence of such Visits.

#### **Section 2. - Personnel Files**

The Employer and the Union agree that records of service except for background investigations and investigation information, will be kept in the employee's personnel file and citations will be awarded in instance of meritorious performance, above and beyond the call of duty. The employees shall upon request, in the presence of the Employer, have access to this personnel file.

#### **Section 3. - Ammunitions**

The Employer shall make ammunition available to the employees for target shooting at scheduled training sessions.

#### **Section 4. - Schooling**

The Employer shall pay the tuition, reasonable expenses and provide proper transportation for schools provided. Employees will receive mileage reimbursement at the Board approved

mileage rate if the class is held outside Lapeer County and if transportation is not otherwise available.

Whenever an employee is requested by the Employer to use his own personal vehicle in the line of duty and on the business of the Employer, he shall be accorded mileage reimbursement at the Board approved mileage rate.

#### Section 5. - Safe Vehicles

If an employee believes a motor vehicle to be defective, the employee shall immediately inform his supervisor. If the supervisor determines the vehicle to be defective, the same shall be parked and remain parked until cleared by a mechanic as fit for road service.

#### Section 6. - On the Job Injury

An employee who is injured while on the job and is required to leave the job by medical authority will be paid for the whole day.

#### Section 7. - Equipment

The Employer shall furnish all equipment it deems necessary for employees to perform the duties assigned their classification. The employee shall report all such equipment known to him not to be in safe operating condition promptly.

#### Section 8. - Accident Reports.

Any employee involved in any accident shall immediately report said accident and any physical injuries sustained to the Employer. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject such employees to disciplinary action by the Employer.

Section 9. - Bonds

The Employer shall pay the bond premium for any employee who shall be required to be bonded.

Section 10. - Minimum Rest Periods

Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in situation of manpower shortages or emergencies.

Section 11. - Training Schools

Any employee designated by the Employer to attend training school benefiting both the County and the employee shall be remunerated at the regular straight time rate of pay not to exceed eight (8) hours per day. School time shall not be considered towards overtime.

Section 12. - Minimum Court Time

Employees who are subpoenaed to appear in Court on criminal matters on days off or other authorized off duty time will be paid a minimum of two (2) hours at one and one-half (1 1/2) times the straight time rate for their appearance in Court in lieu of any witness fees.

Section 13. - Equalization of Overtime

Overtime shall be distributed equally among employees in each job classification as far as practicable while still maintaining efficiency of operation. Records of overtime worked and refused shall be maintained in each job classification. The Employer shall consider seniority in making such overtime assignments when initially invoking the above system. Employees who refuse overtime assignment shall be credited with that amount refused for purposes of computation. Overtime refused outside an employee's job classification shall not be included in the computations.

Section 14. – Direct Deposit

Require direct deposit for all new employees hired on or after 1/1/07. Employees who do not participate in direct deposit will be charged a fee of \$25.00 for stop payment and/or \$25.00 for separate check run.

## **ARTICLE XXIX**

### **PROMOTIONAL PROCEDURES**

#### **Section 1.**

An examination will be given at such time as vacancies may occur in the Lapeer County Sheriff's Department. The results of said examination will be valid for a period of one (1) year.

#### **Section 2.**

The examination to fill vacancy in the departmental classification will be open to all full time seniority departmental personnel.

#### **Section 3.**

The examination to fill the vacancies of Sergeant and Detective will be open only to those applicants having a minimum of three (3) years seniority (in classification) as a Road Patrol Deputy. The examination to fill the vacancies of Lieutenant will be open only to those applicants having a minimum of three (3) years seniority (in classification) as Sergeant or Detective Sergeant. The examination to fill any rank created above Lieutenant will be open only to those applicants having a minimum of three (3) seniority (in classification) as Lieutenant. The required seniority for promotion in this section shall be obtained on, or before, the testing date to qualify.

#### **Section 4.**

Qualified applicants may apply to write the test for more than one (1) position.

#### **Section 5.**

The following percentages will be applied when scoring applicants:

- a) Written Tests: 40% of total score (applicants must receive a minimum of 70% on the written test in order to pass. Applicants

not receiving 70% on the written test will not be allowed  
to continue testing.)

- b) Oral Test 40% of total score
- c) Seniority 1% for each year completed. Ten percent (10%)  
Example: 4 years = 4%  
7 years = 7%  
10 years = 10%
- d) Evaluation: Ten Percent (10%)

## **ARTICLE XXX**

### **PERSONAL LEAVE DAYS**

#### Section 1.

Each Full time employee covered under the terms of this Agreement shall be entitled to not more than three (3) personal leave days each calendar year. Such personal leave days shall not begin until the employee has completed six (6) months of employment. Such personal leave days shall be limited to use by the employee for personal or business matters that could not normally be handled during hours or days not within the employee's scheduled hours of work.

#### Section 2.

Each regular part-time employee covered under the terms of this Agreement shall be entitled to not more than one and one-half (1 1/2) personal leave days, (12 hours) each calendar year. Such personal leave days shall not begin until the regular part-time employee has completed six (6) months of employment. Such personal leave days shall limited to use by the employee for personal or business matter that could not normally be handled during hours or days not within the employee's scheduled hours of work.

#### Section 3.

Temporary and part-time employees shall not be entitled to personal leave days.

#### Section 4.

Personal leave days shall not accrue from year to year.



**ARTICLE XXXI**

**LONGEVITY**

**Section 1.**

All full-time employees covered by this Agreement who have completed either five (5), ten (10) or fifteen (15) years of continuous service in a full time capacity and who have performed nine (9) months of actual work during their anniversary year, shall on the first payroll period in December following their anniversary date of hire, receive an annual longevity payment based upon the following schedule:

- |    |  |            |
|----|--|------------|
| a) | Upon completion of five (5) years of continuous service:     | \$ 150.00  |
| b) | Upon completion of ten (10) years of continuous service:     | \$ 300.00  |
| c) | Upon completion of fifteen (15) years of continuous service: | \$1,050.00 |

**ARTICLE XXXII**

**DENTAL & OPTICAL**

**Section 1.**

The Employer agrees to provide each full time employee an opportunity to enroll in a Blue Cross/Blue Shield Comprehensive Preferred Dental Insurance program with orthodontic coverage, and a Blue Cross/Blue Shield A-80 Optical Plan with a FLVS-A Rider, under the terms and conditions as set forth in the Compensation Appendix. The Employer agrees to pay the full premium for the described dental and optical coverage for the employee and the employee's family. This coverage shall apply to all full-time seniority employees and the employee's family. The Employer agrees to continue payment of said premiums under the terms and conditions set forth below:

- a) In the event of layoff, the Employer will pay the premium for one month beyond the month in which the employee was laid off.
- b) In the event of absence due to illness, the Employer will pay the premium during such absence, not to exceed one (1) year.
- c) In the event of absence due to a worker's compensation illness or accident, the Employer will pay the premium during such absence, not to exceed two (2) years.
- d) In all cases, the benefits, eligibility, rights and conditions of coverage shall be as limited and defined in the provisions of the insurance policy.

**Section 2**

Employees shall become eligible for Dental/Optical Insurance the first of the month following the completion of ninety (90) calendar days from the date of full-time employment.

## ARTICLE XXXIII

### **SICKNESS AND ACCIDENT INSURANCE**

#### Section 1.

The Employer agrees to provide each employee an opportunity to enroll in a sickness and accident insurance program insured by an insurance carrier selected by the Employer effective January 1, 1984. The Employer agrees to pay the full premium for the aforementioned insurance covering all full time seniority employees.

#### Section 2.

Employees who become totally disabled and prevented for working for remuneration or profit from a non-occupational injury and who are otherwise eligible shall receive from the Employer's insurance carrier weekly indemnity benefits consisting of a maximum of fifty percent (50%) of the employee's weekly wage calculated by applying forty (40) hours not including shift differential. This benefit shall be payable from the first day of disability due to accidental bodily injury or hospitalization or from the eighth day of disability due to sickness, for a period not exceeding twenty-six (26) weeks for any one period of disability.

## **ARTICLE XXXIV**

### **SEVERABILITY AND SAVINGS CLAUSE**

#### **Section 1.**

If any Article or Section of this contract, or if any riders thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and any rider hereto or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.

#### **Section 2.**

In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

**ARTICLE XXXV**

**TERMINATION OF AGREEMENT**

Section 1.

The Agreement shall be in full force and effect from the date of its execution to and including December 31, 2009, and shall continue in full force and effect from year to year and thereafter, unless written notice of the desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the expiration.

Section 2.

It is further provided that were no such cancellation or termination notices served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least, sixty (60) days prior to the expiration date of the contract, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of said Agreement. The respective parties shall be permitted all lawful economic resources to support the request for revision if the parties fail to agree thereon.

**ARTICLE XXXVI**

**EFFECTIVE DATE OF THIS AGREEMENT**

**Section 1.**

The Employer and the Union agree that this collective bargaining agreement shall become effective as of the date of its execution and except for the following provisions:

Classification schedules annexed hereto and described as "Appendix A" shall become effective December 30, 2006 through December 31, 2009.

**EXHIBIT A**

**WAGES**  
**County of Lapeer & POLC**  
**Unit A - Command**

**December 30, 2006 – December 28, 2007**

	<u>UNIT</u>	<u>PAY</u> <u>GRADE</u>	<u>DESCRIPTION</u>	<u>#</u>	<u>ENTRY</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
535	A	10s	Sergeant	9	\$ 18.21	\$ 19.72	\$ 21.24	\$ 22.76
536	A	11s	Lieutenant	3	\$ 19.83	\$ 21.47	\$ 23.12	\$ 24.78

**December 29, 2007 – December 30, 2008**

	<u>UNIT</u>	<u>PAY</u> <u>GRADE</u>	<u>DESCRIPTION</u>	<u>#</u>	<u>ENTRY</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
535	A	10s	Sergeant	9	\$ 18.57	\$ 20.11	\$ 21.66	\$ 23.22
536	A	11s	Lieutenant	3	\$ 20.22	\$ 21.90	\$ 23.58	\$ 25.27

**December 31, 2008 – December 31, 2009**

	<u>UNIT</u>	<u>PAY</u> <u>GRADE</u>	<u>DESCRIPTION</u>	<u>#</u>	<u>ENTRY</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
535	A	10s	Sergeant	9	\$ 18.94	\$ 20.52	\$ 22.10	\$ 23.68
536	A	11s	Lieutenant	3	\$ 20.63	\$ 22.33	\$ 24.05	\$ 25.78

**EXHIBIT B**

**COMPENSATION APPENDIX**

**1. HEALTH INSURANCE**

- A. The County has established Blue Care Network as the base HMO health insurance plan and initial base cost with the Blue Cross for Dental and Vision.

The County will pay 75% of base rate insurance annual increase in each of the contract years (2007, 2008, 2009). Employees 25% share shall be capped at a \$25.00 maximum increase per month each year.

Employees may elect an alternative County health insurance option paying the difference in premium expense from the base rate insurance, if the alternative insurance option rate is higher.

If the employee chooses an alternative County health insurance option with an 80/20 co-payment, the County will purchase a \$1,000 / \$2,000 deductible contract and self fund the plan to reflect a \$100/200 deductible to the employee. The employee will be responsible to pay the \$100 / \$200 deductible.

The County will explore offering a high-deductible insurance option at no cost to the employee.

**B. Benefit Rate:**

<b>2007</b>	<b>S</b>	<b>D</b>	<b>F</b>
Base Rate	\$474.60	\$1,004.41	\$1,078.89
County Cost	\$455.99 [25.91]↑	\$ 962.63 [55.30]↑	\$1,033.99 [59.54]↑
Employee Cost	\$ 19.60 [ 6.48]↑	\$ 41.78 [13.82]↑	\$ 44.90 [14.88]↑

**C. Preferred Prescription Drug Rider: \$10.00 / \$20.00 Co-pay**

- D. DENTAL:** Effective 1995 \$1,000 annual maximum  
Class I Plan pays 100%  
Class II Plan pays 50%  
Class III Plan pays 50%

Orthodontic Services: 50% deductible with \$1,000 lifetime maximum

**E. VISION:**

FLVS-A Rider (exam, frames, and lenses every 12 months)

**2. 125 PLAN**

- A. Employees who elect not to take health, prescription, vision, and dental coverage will receive a monthly buy-out payment based on the rate of \$232.00 per month during the term of the Contract, which can be applied to 125 benefits or taken as a cash option. If taken as a cash option, all taxes will be the responsibility of the employee.




**LAPEER COUNTY AND POLICE OFFICERS LABOR COUNCIL**  
**COMMAND**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the

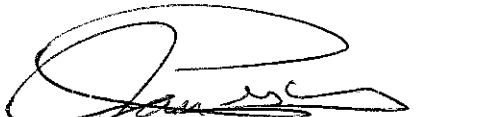

11 day of February, ~~2008~~ 2009  
cp

IN THE PRESENCE OF:

  
Witness  
DAVID TAYLOR, Chairman  
Lapeer County Board of Commissioners  
Lapeer County Salary & Personnel Committee

  
Witness  
JOHN BISCOE, County Controller/Administrator

  
Witness  
  
Lloyd Whetstone, Business Representative  
Police Officers Labor Council

  
Witness  
  
Chief Steward, Unit A  
Police Officers Labor Council

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Chief Steward, Unit A  
Police Officers Labor Council

Effective: January 1, 2007 through December 31, 2009  
Board Motion #15-07