

COPY

AGREEMENT

between

COUNTY OF LEELANAU and
SHERIFF OF LEELANAU COUNTY

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN
(COAM)

Law Enforcement Sergeants

Effective January 1, 2008 - December 31, 2010

Signature Copy

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AGREEMENT

THIS AGREEMENT, made and entered this 18th day of December 2007, effective the 1st day of January 2008, by and between the COUNTY OF LEELANAU and the SHERIFF OF LEELANAU COUNTY, hereinafter referred to as the "Employer," and COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM) Law Enforcement Sergeants, hereinafter called the "Union."

PREAMBLE

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and the employees; and of promoting and improving peaceful industrial and economic relations between the parties;

WITNESSETH

- 0.1: Unless otherwise expressly defined in this Agreement all words shall connote their common meaning.
- 0.2: The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.
- 0.3: Wherever, in this Agreement the masculine or feminine pronouns "man", "men", "he", "she" or related pronouns may appear, either as words or as parts of words, they have been used for literary purposes and are meant in their generic sense (i.e., to include humankind - both female and male sexes.)
- 0.4: Unless otherwise provided, wherever in this Agreement the term Employer is used in a communications context, such communication shall be directed to the Sheriff and copied to the County Board of Commissioner's Office. Similarly, wherever the term Union is used such communication shall be directed to the Local President unless otherwise provided.
- 0.5: Non-Discrimination. It shall be the joint concern of the Sheriff and the Union to afford equal employment and advancement opportunity to all qualified individuals regardless of their race, color, sex, religion, age, national origin, physical or mental handicap, Vietnam Era or Disabled Veteran Status, and to conform to all applicable laws and regulations.

ARTICLE I - RECOGNITION

- 1.1: Collective Bargaining Unit. The Employer hereby agrees to recognize the Union as the exclusive bargaining representative, as defined in Act 335 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, for all of the employees employed by the Employer in the following described unit:

All Law Enforcement Sergeants in the Leelanau County Sheriff's Department, BUT EXCLUDING the Sheriff, Undersheriff, and all others.

- 1.2: Definitions. The terms "employee" and "employees" when used in this Agreement shall refer to and include only those regular full-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Section 1.1 of this Agreement. For purposes of this Agreement, the following definitions shall be applicable:

Regular Full-time Employee. A regular full-time employee is an employee who is working the normal workweek on a regular schedule at a job classified as permanent.

ARTICLE II - UNION SECURITY

- 2.1: Agency Shop. 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 any employee regarding such matters.

A. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received 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 not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pays his own way and assumes his fair share of the obligation along with the grant of equal benefit contained in this paragraph.

B. In accordance with the policy set forth under Sections 1.1 and 2.1 of this Agreement, all employees in the bargaining unit shall share fairly in the financial support of their exclusive bargaining representative by paying to the exclusive bargaining representative a service fee which may be

equivalent to the amount of dues uniformly required of members of the exclusive bargaining representative. For present regular employees, such payment shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later. For new employees, the payment shall start thirty-one (31) days following date of employment.

- 2.2: Check Off. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local, provided however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.
- A. Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.
 - B. Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union under the same circumstances as prescribed above for the deduction and transmission of Union dues and initiation fees.
 - C. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising out of these provisions or from complying with any request for termination of these provisions.

ARTICLE III - REPRESENTATION

- 3.1: Collective Bargaining Committee. The Employer agrees to recognize a collective bargaining committee composed of not more than two (2) employees plus one representative from COAM. Members of the collective bargaining committee shall act in a representative capacity for the purposes of contract negotiations and processing grievances as provided in the grievance procedure. The Union shall advise the Employer in writing of the names of the committee members in advance of the Employer's recognition.
- 3.2: Lost Time. On-duty officers who are members of the bargaining committee shall be paid for lost time from their regular schedule during negotiations. It is intended, however, that bargaining shall be scheduled when the least number of persons on the negotiating team are on duty. If, in the course of a bargaining session, it is necessary for the on-duty officer to answer calls, bargaining sessions will be postponed and rescheduled, if necessary. The processing of grievances may also be done during on-duty time without loss of pay or benefits provided, however, that off-duty time is unavailable.

ARTICLE IV - MANAGEMENT RIGHTS

- 4.1: Employer's Rights. It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the Employer's operations, and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer, assign and retain employees in positions within the County consistent with the employee's ability to perform the assigned work. Further, to suspend, demote, discharge non-initial probationary employee for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the Employer. It is also agreed that the Employer has the right to determine the method and means of work and the number of personnel, by which the business of the Employer shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof. The Employer shall also have the power to make rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement, and said rules and regulations shall be reasonable.
- 4.2: Temporary Employees. The Employer reserves the right to hire temporary or irregular employees provided these employees are not hired to displace regular full-time employees. Such employees shall not be subject to the terms of this Agreement.
- 4.3: Rules and Regulations. The Employer reserves the right to establish and publish, from time to time, reasonable rules and regulations of which it shall deem proper to govern the conduct of its employees, not inconsistent with this Agreement. The Union shall receive a copy of such rules.

ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURE

- 5.1: Grievance Procedure. It is mutually agreed that all grievances, disputes or complaints arising under this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Union and the Employer.

No grievance shall be presented based on facts or events the employee had knowledge of which occurred prior to five (5) days before the grievance is presented; and in any event, no grievance shall be presented in writing based on facts or events which have occurred prior to twenty (20) days before the grievance is presented. Any grievance not carried to the next step by the Union within the time limits herein, or such extension as may have been agreed to in writing, shall be automatically closed on the basis of the last disposition.

The County shall not be required to pay back wages or make a monetary settlement covering any period beyond twenty-five (25) days prior to the date a written grievance is presented; provided, however, that in the case of pay shortage of which an employee may not have been aware before receiving his pay, any adjustment made shall be retroactive to the beginning of the pay period in which the shortage occurred, if the employee presents his grievance within ten (10) days after he/she knew or should have known of the pay shortage.

Time limits may be mutually extended by the County and the Union in writing, in which case then the mutually extended date shall prevail.

When reference to days is made, only weekdays, Monday through Friday, will be considered. Saturday, Sundays and Holidays shall not be considered in those time periods. Time limits set forth in this grievance procedure shall be strictly adhered to unless time shall be extended by mutual written agreement of the parties.

- 5.2: Grievance Procedure. If any such grievances shall be pending at the effective date of this Agreement or arise during the term of this Agreement, such grievances shall be submitted to the following Grievance Procedure:

Step 1. An employee having a grievance as defined above shall first present the matter orally to the employee's supervisor or the Undersheriff. If requested, the employee's steward or other Union representative may be present.

Step 2. If the grievance is not resolved in Step 1, it shall be reduced to writing and presented to the Sheriff or Undersheriff. The written grievance shall be presented within five (5) days of the Step 1 meeting. The written grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance and the specific provision or provisions of the contract alleged to have been violated, shall indicate the relief requested, and shall be signed by the employee. The Sheriff shall answer the grievance in writing no later than ten (10) days after receipt of the written grievance.

X Step 3. For grievances solely of an economic nature (grievances concerning pay and/or benefits), if the grievance is not resolved in Step 2, the grievance shall be presented in writing to the County Administrator within five (5) days of Step 2. The County Administrator shall answer the grievance in writing no later than ten (10) days after receipt of the written grievance.

- 5.3: If the Employer does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next step of the grievance procedure.
- 5.4: Any grievance which arose prior to the effective date of the Agreement, except grievances pending as of the effective date, shall not be processed.
- 5.5: Any agreement between the Employer and Union representative(s) is binding on all employees affected and cannot be changed by any individual.

- 5.6: The sole remedy available to any employee for any alleged breach of this Agreement will be pursuant to the grievance procedure.
- 5.7: If a grievance is not resolved at Step 2 (or Step 3 for economic grievances) of the grievance procedure, and it involves a seniority employee, either party may, at its option, submit the grievance to arbitration by written notice delivered to the other party ten (10) days after receipt of the Employer's last answer. The written notice shall state the issue involved, the position of the parties filing for arbitration, and the relief requested. If no such notice is given within the ten (10) day period, or if the matter is not otherwise properly in arbitration, the Employer's answer shall be final and binding on the Union and the employee(s) involved.
- 5.8: Following receipt of the notice to arbitrate, the Union and the Employer shall proceed to select an Arbitrator. If the Arbitrator is not mutually selected within the ten (10) days following receipt of the written notice, either the Union or the Employer may, within the next five (5) days, apply in writing to the Federal Mediation and Conciliation Service (FMCS) for appointment of an arbitrator under its rules, with a copy to the other side. It is agreed that the application to FMCS will stipulate that all members of the panel proposed shall be members of the American Academy of Arbitrators. It is further agreed that no more than one grievance may be submitted to the same Arbitrator at the same time unless otherwise mutually agreed in writing.
- 5.9: The jurisdiction of the Arbitrator shall be limited to the case presented before him. The Arbitrator shall have no power to substitute his judgment for that of the Employer. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue of arbitrability, including giving both sides the opportunity to file post-hearing briefs, before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without decision.
- 5.10: 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. 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 shall not imply obligations or conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains with the reserved rights of the Employer. The Arbitrator shall have no power to substitute his/her discretion for the Employer's in cases where the Employer is given discretion by this Agreement. However, the Arbitrator shall be empowered to return an employee to full duty if his decision is to make the employee whole. The Arbitrator shall have no power to interpret any state or federal law or state or federal administrative rule or regulation.

- 5.11: Records. Employer records, which are not confidential, pertaining to a pending grievance shall be made available to the Union upon written request.
- 5.12: At the time of the Arbitration Hearing, both the Employer and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the Employer or the Union, or the Arbitrator, a transcript of the hearing shall be made and furnished to the Arbitrator with the Employer and the Union having an opportunity to purchase their own copy. At the close of the hearing, the Arbitrator shall afford the Employer and the Union a reasonable opportunity to furnish briefs.
- 5.13: Each party shall pay its own costs of processing grievances through the grievance and arbitration procedures. The fee of the Arbitrator, his/her travel expenses, and the cost of any room or facilities and the expenses of the arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the Hearing on behalf of a party and all other expenses shall be borne by the party incurring the same, provided that the Grievant shall not be subject to pay reduction while attending the Hearing.
- 5.14: After a case has been appealed to the Federal Mediation and Conciliation Service, it cannot be withdrawn except by mutual written agreement of the parties.
- 5.15: The decision of the Arbitrator, if within the scope of his/her authority as set forth above, shall, subject to the judicial review, be final and binding on both parties.
- 5.16: Any grievance not appealed to arbitration prior to the expiration of this Agreement shall not be subject to arbitration but may be referred to negotiations by the moving party unless otherwise mutually agreed in writing.
- 5.17: Election of Remedies. The Union agrees to limit its representation of employees, covered by this Agreement, in matters involving grievances, to one proceeding related to each such grievance, whether that proceeding involves a grievance arbitration, which the Union shall determine in its sole discretion, veteran's preference hearing, civil rights claim, or other claim before another tribunal or court, unless the additional proceeding involves an unfair labor practice charge before the Michigan Employees' Relations Commission.

ARTICLE VI - SENIORITY

- 6.1: Seniority Definition. Seniority shall be defined as the length of the employee's continuous service in the Department and classification affected commencing from his last date of assignment. Seniority shall continue to accumulate for up to a maximum of twelve (12) months during all approved leaves of absence. Employees who were employed on the same date shall be placed on the seniority list in alphabetical order of surnames. Seniority shall entitle an employee only to such preferences as are expressly provided in this Agreement. Departmental seniority shall be used for benefit purposes. Classification seniority shall be the length of the employee's continuous service in his current rank.

- 6.2: Probationary Period. All supervisory employees shall be on probation for a period of twelve (12) months following their date of promotion. During the employee's probation the employee may be reduced in rank to his former rank by the Employer without regard to or recourse to this agreement, provided said action shall not be taken in an arbitrary or capricious manner. The employee shall have the burden of showing arbitrariness, or capriciousness. If the employee is reduced in rank by the Employer during his term of probation he shall revert back to his former rank without loss of seniority. The employee's probationary period shall be extended for a like amount of days for absences exceeding five (5) consecutive work days, except for vacations.
- 6.3: Loss of Seniority. An employee shall lose his seniority and the employment relationship shall end for any of the following reasons:
- A. If he quits or resigns.
 - B. If he is discharged or terminated and is not reinstated pursuant to the terms of this Agreement.
 - C. If he retires.
 - D. If he is absent from work for two (2) consecutive days without prior notice to the Sheriff and unless a satisfactory reason for such absence is given.
 - E. If he fails to return to work at the specified time upon the expiration of a leave of absence or vacation, unless other arrangements are reasonably agreed upon. Exceptions to paragraphs (D) and (E) hereof may be made at the discretion of the Employer.
 - F. If an employee is absent from work for twenty-four (24) consecutive months due to a compensable condition or injury. At the request of an employee, the Employer may under extraordinary circumstances extend the twenty-four (24) month time limit.
 - G. He/she is convicted or pleads guilty to a felony or high court or domestic violence misdemeanor.
 - H. Knowingly falsifies his/her employment application or any Employer required report.
- 6.4: Shift Assignments. Shift assignments shall be made at the discretion of the Employer.
- 6.5: Layoff and Recall. Employees shall be laid off or recalled by classification according to their classification seniority. Any employee who has been laid off may exercise his seniority to bump an employee with less seniority in the patrol unit in the last classification held while in the patrol unit subject to the provisions contained in the patrol unit contract.

- 6.6: Recall. Employees who are laid off shall be recalled to their former classification in order of their seniority when the work force is to be increased. Notice of recall shall be sent to the employee by registered or certified mail at his address of record with the Employer. If an employee fails to report for work within five (5) calendar days of receipt of the notice of recall, he shall be considered a "Quit."
- 6.7: An employee who is transferred to a job outside the bargaining unit shall retain and accumulate classification seniority whether such transfer was made before or after the Association was first recognized as a bargaining representative for the unit. If such employee is later transferred back to the bargaining unit, he may exercise accumulated classification seniority credits in a classification he last held or in a classification in which he had seniority. This shall not limit the County's right to discipline the employee for cause while resigned to a job outside the bargaining unit. Employees who are transferred or promoted out of the bargaining unit shall, if demoted or transferred back into the bargaining unit, retain their previous seniority and may bump the least senior person in the bargaining unit.

ARTICLE VII - WORKWEEK

- 7.1: Normal Workweek. The normal work period shall consist of eighty (80) hours in the bi-weekly pay period.
- 7.2: Work Schedule. The work schedule shall be established by the Sheriff and shall be posted at least twenty-eight (28) days in advance of the start of the new schedule. A copy of the vacation schedule shall be provided to each court.
- 7.3: Overtime. All employees shall be expected to work reasonable amounts of overtime. Overtime, other than of an emergency nature, must be authorized by a command officer.
- A. It is recognized that there are two different bargaining units employed by the same employer, with the difference being that members of the COAM are in supervisory positions.
 - B. It is also recognized that members from the Bargaining Unit, where the overtime was created, will have the first priority for filling the shift, and will also be responsible for filling the shift if it cannot be filled voluntarily.
 - C. Employees may work up to sixteen (16) hours in a twenty-four hour period, but under normal conditions, they shall not be forced to work in excess of this amount.

Scheduled Overtime: Scheduled Overtime will be assigned as equally as possible within the Bargaining Unit and by the person responsible for the schedule. Scheduled overtime shall be filled in the prescribed manner. The overtime shift shall be posted. Members of either Bargaining Unit may sign up for the entire shift or a portion thereof. If the shift can be filled from Bargaining Unit members from which the shift was created, they shall be awarded the overtime shift. If there are no volunteers, the shift shall be offered on a voluntary basis to the other Bargaining Unit. If the shift is still not filled, the employer will require an employee currently working on that date to hold over and an employee coming in on that date to report early to cover the shift.

Unscheduled Overtime. Unscheduled Overtime shall be filled in the prescribed manner. The most senior Bargaining Unit Member on pass will be called at home and offered the shift. This will continue by seniority until the list is exhausted. If there are no volunteers, the shift currently working will be offered to hold over and the next shift will be offered to report early to cover the shift. If there are no volunteers, the shift may be offered on a voluntary basis to the other Bargaining Unit. If the shift still is not filled, the Employer will required an employee currently working to hold over and an employee coming in shall be required to report early to cover the shift.

Posted Unscheduled Overtime. The shift shall be filled in the same manner as Scheduled Overtime with the exception that "seniority" within the Bargaining Unit, shall be the factor in filling the shift. Preference shall be given to the respective bargaining unit members from which the overtime shift originated.

- 7.4: Premium Pay. Premium pay shall be paid at the rate of time and one-half (1½) the employee's regular rate of pay for all hours paid in excess of the normal workweek. If a holiday occurs during the workweek, the employee shall receive the holiday premium rate if he worked the holiday.
- 7.5: Command officers shall determine who shall transport prisoners and patients.
- 7.6: Non-Police Work. Employees shall not be required to perform non-police functions as a routine assignment. All duties presently performed shall be defined as meaning police work. Any variations may be made by mutual agreement.
- 7.7: Training. Training shall be required at the discretion of the sheriff and shall be compensated at the straight time rate if during working hours.
- 7.8: The Sheriff or his designee will assume the scheduling and posting of overtime responsibilities.
- 7.9: During the period of this Agreement, it shall be the policy of the Sheriff to maintain within Leelanau County, Grand Traverse County or Benzie County two (2) sworn MCOLES Officers for Law Enforcement twenty-four (24) hours a day. It is further understood that members of this Bargaining Unit shall count towards

these minimum staffing numbers, however, it is further recognized that members of this Unit are supervisory positions and may be primary "Calls for Service" providers when there are available POAM members working.

ARTICLE VIII - HOLIDAYS

8.1: Holiday Eligibility. Employees' eligibility for holiday pay are subject to the following conditions and qualifications:

- A. The employee must work his hours on the employee's last regularly scheduled day before and the first regularly scheduled day after the holiday, unless the employee is on a workers compensation leave.
- B. 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 on a workers compensation leave.
- C. If the employee is on vacation, he shall receive holiday pay for any recognized holiday which occurs during the employee's vacation.

8.2: Recognized Holidays. All employees meeting the holiday eligibility requirements in Section 8.1 above shall be granted the following holidays with pay:

New Year's Day	*Labor Day
Martin Luther King, Jr. Day	Veteran's Day
Easter Day	Thanksgiving Day
*Memorial Day	Christmas Day
Independence Day	Birthday – Birthdays, which coincide with a recognized holiday, will be taken on a separate day at the officer's discretion within the same pay period
*President's Day	

8.3: Holiday Premium Pay. Those employees required to work on an established holiday shall receive two and one-half (2½) times the hourly rate for each hour worked. For purposes of all of Article VIII, holidays shall be the traditional day, however, *Memorial Day, *President's Day, and *Labor Day shall be celebrated and paid on the observed day.

ARTICLE IX - VACATIONS

9.1: Vacation Benefits. Full-time employees shall receive vacations with pay in accordance with the following schedule:

One (1) year of service	6 working days (48 hours)
Two (2) years of service	12 working days (96 hours)
Five (5) years of service	18 working days (144 hours)
Ten (10) years of service	20 working days (160 hours)
Fifteen (15) years of service	22 working days (176 hours)

- 9.2: Regular Vacation Selection. Eligible employees may elect to use up to fourteen (14) days of vacation leave, exclusive of leave days, and holidays in any one selection.
- 9.3: Vacation requests of two (2) days or less will be allowed with a minimum of one (1) week notice in the Administration's discretion if the employee's shift(s) can be filled. Employees who schedule six (6) or more consecutive days of vacation will not be ordered in for overtime under paragraph 7.3 during pass days which occur during the scheduled vacation, including those contiguous to the vacation.
- 9.4: Accrual. Vacation in the previous vacation year shall accrue based on 1/12th of the employee's annual amount of vacation for each month the employee worked for the County. In order to constitute a month of work, an employee must be paid for fifty (50%) percent of the scheduled working days in the month.
- 9.5: Employees shall accrue vacation days on a monthly basis to a maximum of thirty (30) days (or 240 hours). No days beyond thirty (30) shall be carried over into another month except in those cases where an employee was not able to use enough time to keep them within the maximum range. Such exceptions shall only be with the approval of the Sheriff.
- 9.6: Buyout of Vacation Hours. An employee is permitted to take regular pay in lieu of vacation days for forty (40) vacation hours, once per calendar year during the month of December. Request to be made no later than December 10th.

ARTICLE X - PAID PERSONAL LEAVE

- 10.1: A. Full-time employees shall be credited on January 1st of each year with 96 personal leave hours. An additional eight (8) hours of leave shall be available annually to be used on an hourly basis. No accumulation or carryover shall be allowed from year to year.
- B. Employees shall normally give the Employer at least forty-eight (48) hours advance notice of their intent to use a personal day unless sickness or injury prevents same. Personal days will normally be granted unless an emergency exists or required staffing cannot be scheduled. Except under special circumstances, personal days will not be granted to more than one officer per division, per shift.
- C. The Sheriff may require, as a condition of return to work from personal leave, used as sick leave, a medical certificate setting forth reasons for the leave and ability to return to work when there is reason to believe that the health or safety of the employee or other personnel may be affected. Falsification of the medical certificate or falsely setting forth reasons for the specific injury or illness may constitute grounds for discipline, up to and including dismissal.

12 days

- D. In cases where employees have exhausted their personal leave, they may use vacation days to meet the eligibility requirements of the sick and accident policy.
 - E. Annual Personal Leave Payoff. To be paid at the sergeant's actual wage as of December 10, on or about December 10th annually.
 - F. If a holiday falls during a time an employee is on personal leave, the employee will receive holiday pay only and will not be charged a personal day. The employee will receive only the pay for the holiday.
 - G. New hires employed after January 1st of each year shall receive pro-rated personal leave days in relationship to the number of months left in the year. New hires shall also be entitled to an additional eight (8) hours of leave annually to be used on an hourly basis.
 - H. Employees who leave the employ of the County other than for retirement, shall have that year's personal leave pro-rated in relationship to the number of months worked in the year the employee leaves.
- 10.2: Sick and Accident Insurance. The Employer agrees to establish a short-term and long-term disability insurance program as soon as practicable following the execution of this Agreement. All full-time employees shall be eligible for sickness and accident insurance coverage in an amount equal to sixty percent (60%) of their normal gross weekly wage (up to \$500.00 per week.) These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or the eighth (8th) day of disability due to sickness, for the first twenty-six (26) weeks.
- Long-term disability insurance will begin on the one hundred eighty first (181st) day of injury/illness upon certification of the disability. Long-term disability shall provide for sixty percent (60%) of an employee's gross weekly wage (based upon forty (40) hours of work per week) up to \$5,000.00 per month. Long-term disability will continue for a period of five (5) years.
- 10.3: Health Insurance. Employees normally eligible for health insurance under Article 11.1 of this Agreement shall continue to receive fully paid health insurance for the first six (6) months of any disability.
- 10.4: Seniority. Seniority for any non-duty related disability shall continue for twenty-four (24) months from the date of injury or illness.
- 10.5: Family Medical Leave Act Leaves. In accordance with the Family and Medical Leave Act (FMLA), the County shall grant an FMLA leave for one or more of the following:
- A. A serious health condition that makes the employee unable to perform the functions of his/her position;

Letter of Understanding

between

Leelanau County Sheriff
County of Leelanau

and

COAM (Law Enforcement)

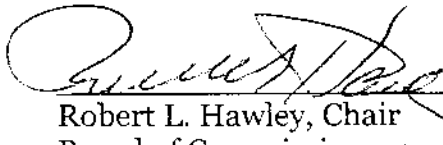
The parties agree to the following change in language in the current labor contract in effect.

Specifically, Article XI - Insurance:

Section 11.1:	Unchanged
Section 11.2:	Unchanged
Section 11.3:	Unchanged
Section 11.4:	Unchanged
Section 11.5:	Unchanged
Section 11.6:	Unchanged
Section 11.7:	Unchanged
Section 11.8:	Unchanged
Section 11.9:	Unchanged
Section 11.10:	Unchanged

Add Section 11.11: As an option, members shall be given the option of enrolling in the Blue Cross PPO2 Plan as offered to other employees of Leelanau County. The co-pay cap process as outlined in Section 11.1 shall be in effect for the PPO2 Plan.

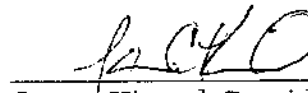
At the time of the execution of this Agreement, the cost for the PPO2 Plan is below the cap, therefore, there is no employee co-pay.


Robert L. Hawley, Chair
Board of Commissioners

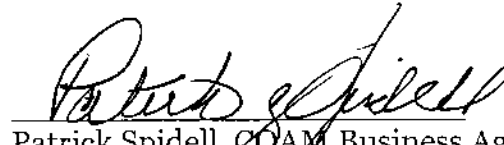
Date: 12-1-08


Michael Oltersdorf, Sheriff

Date: _____


James Kiessel, President
COAM - Law Enforcement

Date: 11-24-08


Patrick Spidell, COAM Business Agent

Date: 12/11/08

- B. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
- C. Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter;
- D. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

When FMLA leave is granted, the employee must utilize accumulated personal days, sick days and accumulated vacation days (in that order) after which time the leave is unpaid.

ARTICLE XI - INSURANCE

11.1: Hospitalization Insurance. The Employer shall make available the Blue Cross PPO Option 1 health insurance plan with \$10/\$20 drug rider for full-time employees. The Employer will pay the full premium for the full-time employee, his wife, and dependent children up to the age of nineteen (19). Participation in this Plan requires properly signed application forms by each employee. Effective date of coverage for new employees will be in accordance with the Blue Cross/Blue Shield provisions. The Employer shall have the right to change carriers or providers as long as equivalent coverage is obtained.

The cost shall be capped at the 2008 levels:

Single	\$436.00 per month
Two Person	\$966.00 per month
Family	\$1,141.00 per month

For 2009 and 2010, the Employer agrees to increase the cap based on July Annual CPI, All Cities NSA, from previous year. The employee co-pays per month for 2008 shall be:

Single	\$40.00 per month
Two Person	\$77.98 per month
Family	\$90.88 per month

The understanding is that as soon as the employer can verify actual cost due to self insuring, the co-pay will be re-evaluated. If the actual cost is less than the cap in effect, the co-pay will be eliminated. If the cost is more than the cap, the employees will pay the difference.

For 2009 and 2010, the Union may request to reopen the contract to negotiate health insurance benefits if large increases in cost occur.

- 11.2: Life Insurance. The Employer agrees to pay the entire premium cost of thirty thousand dollars (\$30,000) of life insurance on all full-time employees.
- 11.3: False Arrest Insurance. The Employer shall provide insurance to cover false arrest.
- 11.4: Legal Assistance. Consistent with the false arrest insurance policy, the Employer will provide to the employee such legal assistance as will be required or needed as a result of the good faith performance of acts occurring when and while said employee is in the legal performance of his police duties and responsibilities.
- 11.5: Eye and Dental. The Employer agrees to provide Eye and Dental Plan equivalent to current coverage for full-time employees and their dependents.
- 11.6: Worker's Compensation. The Employer shall provide Worker's Compensation protection for all employees as required by law. Health insurance benefits ~~to be~~ currently provided to the employee shall continue ~~for~~ the first twelve (12) months while the employee is on Worker's Compensation. Employee to pay the normal co-pay.
- 11.7: Insurance benefits under Sections 11.1, 11.2 and 11.5 are discontinued the last day of the month when an employee is laid off, goes on leave of absence or is terminated except as otherwise is provided in the FMLA or subject to applicable COBRA regulations.
- 11.8: Employees shall be allowed to buy at Employer rates health care coverage for dependents not now covered by the Employer. Employees may purchase FC/DC, 19/25 coverage or "Young Adult Blue" coverage 19/30, current under guidelines set by the carriers riders.
- 11.9: The County will provide 10% of the monthly premium for retiree health insurance costs, provided the retiree is enrolled in the County health plan.
- 11.10: If health insurance is available for an employee through another source, the employee may receive a 50% payout of payment in lieu of obtaining health insurance, if covered under another plan. The employee must provide documentation of enrollment in alternative coverage before receiving opt out payments.

ARTICLE XII - CALL BACK PAY

- 12.1: Call Back Pay. A three (3) hour minimum pay at the scheduled overtime rate shall be paid to employees when called back to work after their normal scheduled shift.
- 12.2: Said members are expected to be available for call back and shall keep the Sheriff or Undersheriff advised of how they can be reached.

- A. It is understood that an employee on a scheduled vacation shall not be expected to be available for call-back during the period of said vacation.

ARTICLE XIII - SHIFT DIFFERENTIAL

- 13.1: Shift Differential. Employees whose shift is scheduled to begin between 6:00 p.m. and 6:00 a.m. shall receive a shift differential of 3% per hour.

ARTICLE XIV - DISCIPLINE

- 14.1: Discipline. No seniority employee shall be discharged or otherwise disciplined except for just cause.

- 14.2: Disciplinary Notice. All employees shall have the right to be represented by their Union representative at all disciplinary conferences or procedures.

- 14.3: Progressive Discipline. The Employer acknowledges the desirability of use of the principles of progressive and corrective discipline where appropriate. The Union acknowledges, however, that progressive discipline need not be utilized for major or chronic offenses. Progressive discipline would typically be applied using the following format:

1st offense - written warning
2nd offense - written reprimand
3rd offense - suspension
4th offense - discharge

- 14.4: Disciplinary Records. The records pertaining to specified minor disciplinary actions shall not be used for subsequent discipline or employment review from an employee's file upon the employee's completion of discipline free periods as set out below:

Written warning - 1 year
Written reprimand - 4 years

BJ. In imposing discipline on a current charge, the Employer shall not consider any minor disciplinary actions which occurred more than four years previously, ~~unless directly related to the current charge~~. In applying this section, minor disciplinary actions shall be defined as written warnings and/or written reprimands.

- 14.5: Policy and Procedures. All policies and procedures of the Sheriff's Department shall be approved by signature and date of the Sheriff before implementation.

ARTICLE XV - BULLETIN BOARDS

- 15.1: The Employer will provide a bulletin board in the Sheriff Office facility, which may be used by the Union for posting notices pertaining to Union business.
- 15.2: Notices of Union meetings, and Union elections and appointments, or other Union business, may be posted on these boards without prior approval by the Employer, no other notices shall be posted thereon without the prior approval of the Employer.

ARTICLE XVI - UNION MEETINGS

- 16.1: Meetings. The Union may schedule and conduct its meetings on Sheriff's Department property provided it does not disrupt the duties of the employees or the efficient operation of the Department.

ARTICLE XVII - FUNERAL/BEREAVEMENT LEAVE

- 17.1: Funeral/Bereavement Leave. Employees will be paid for four (4) days' absence in the case of death in his immediate family and five (5) days if such death is out of state. Immediate family means father, mother, sister, brother, child, wife, husband, grandparent, grandchildren, mother-in-law, father-in-law, step-parent, step-child, step-brother, step-sister, and dependents living at the house. This is in addition to vacation and sick leave time.
- 17.2: Funeral Expenses. The Employer agrees to defray funeral and burial expenses of any Union member of the Sheriff's Office killed in the line of duty, up to a maximum of \$7,500.00.

ARTICLE XVIII - UNIFORM MAINTENANCE REIMBURSEMENT

- 18.1: Uniform Maintenance Reimbursement. The Employer agrees to pay to all full-time sergeants the sum of five hundred seventy-five dollars (\$575). The detective sergeant shall receive as a clothing and cleaning reimbursement the sum of eight hundred fifty (\$850.00) dollars per year.
- 18.2: Payment of the respective maintenance reimbursement will be made in November of each year. For new employees, the reimbursement will be prorated based on months worked in the year (rounded to the nearest whole month; i.e., if the employee starts working on or before the 15th of the month, the employee will receive credit for the month). In the case of officers promoted to command (or demoted to patrol), the reimbursement will be prorated based on time worked in the command rank or the patrol rank, respectively, rounded to the nearest whole month [i.e., ten (10) months and sixteen (16) days in command and one (1) month, fourteen (14) days in patrol] would result in 11/12 of the command reimbursement and 1/12 of the patrol.

The uniform reimbursement will also be prorated for employees on extended leaves of absence or layoff.

- 18.3: Replacement of Damaged Equipment. The Employer agrees to repair or replace, as necessary, an employee's eye glasses, contact lenses, prescription sun glasses and watches up to a value of \$200.00 if such items are damaged or broken in legitimate line-of-duty circumstances documented with the employee's immediate supervisor.

ARTICLE XIX - MILEAGE

- 19.1: Mileage. When an employee is required by the Employer to provide his own transportation for a job assignment or other related duties, he shall receive mileage in accordance with County policy.

ARTICLE XX - PAYCHECK

- 20.1: Paycheck. 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. The Employer shall strive to pay overtime in the pay period earned, but in no event, later than the following pay period.
- 20.2: County Reimbursement. Employees shall be reimbursed for authorized and properly documented County expenses incurred by them within thirty (30) days from the date the expenses are turned in and approved by the Sheriff.
- 20.3: Meal Allowances. Employees who are sent by the Department to conferences or training programs out of the County shall be subject to the applicable County policy on lodging, meals and other expenses. In cases not defined by County policy (including transporting prisoners) which requires that an employee be out of the County for more than six (6) hours on other than his/her normal duties, the employee shall be provided a meal allowance of \$10.00, supported by a receipt.

ARTICLE XXI - EQUIPMENT

- 21.1: Equipment. The County shall make reasonable provisions for the safety of its employees during their hours of employment and shall provide all safety devices and equipment, which the Employer may require, for employees to use during their working hours. The Grievance Procedure will be available to employees who believe they are being required to utilize equipment that they feel is unsafe or unfit for the use intended.
- 21.2: Patrol/Pursuit Vehicles. The County shall continue to follow the practice of purchasing "Police Package" vehicles for patrol use.

- 21.3: Required Equipment. The Employer shall install in each vehicle that is used for patrol purposes: 1) Weapon Security Device, and 2) Cage between driver and rear seat passenger compartments.
- 21.4: Maintenance of Patrol Vehicles. The Employer and County agree to maintain all original and Employer "add-on" equipment at all times.
- 21.5: Safety Inspection of Patrol Vehicles. The Employer agrees to have all vehicles used for patrol use to undergo a Safety Inspection at or about 80,000 miles. This Safety Inspection shall include, but not limited to the following: engine/transmission, exhaust system, personal safety system, steering, front and rear suspension, brakes and tires.
- Upon completion of the Safety Inspection, the Union shall be given a copy of the results and subsequent repairs.
- 21.6: The employees shall make every effort to use and preserve the devices and equipment provided for their safety.
- 21.7: An employee involved in an accident 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 County and shall turn in all available names and addresses of witnesses to any accident.
- 21.8: It is the duty of the employee and he shall immediately or at the end of his shift, report all defects of equipment to his immediate supervisor. Such reports shall be made in multiple copies on the defective equipment/vehicle form, one copy to be retained by the employee. In the event continued defects of equipment are experienced, a written complaint may be filed with the Sheriff.

ARTICLE XXII - PHYSICAL EXAMINATION

- 22.1: The County may require that employees submit to physical and medical tests and examinations by a County-appointed doctor when such tests and examinations are considered necessary to the County in maintaining a capable work force, employee health and safety, etc., provided, however, that the County will pay the cost of such tests and examinations. In the event there is a disagreement between the employee's physician and the County's physician concerning the employee's ability to do his job or return to his job, at the written request of the employee, the employee will be referred to a mutually agreeable physician for examination whose decision shall govern the matter. The County and the employee shall share the cost of the physician.
- 22.2: The Employer may require that employees provide medical data from the employee's doctor for any illness or injury for which the employee was treated by his/her doctor which resulted in loss of work time. When a doctor's statement is provided, it will contain the following information:

- A. The date(s) of treatment by the doctor.
- B. Diagnosis.
- C. Whether or not the employee may return to work for full duty and facts in support of such.
- D. Date the employee may return to work or reasons why a full return to duty is not possible.

Such doctor's statement will be treated as a medically confidential document as required by law, but may also be disclosed in the event of an arbitration where the information is at issue.

ARTICLE XXIII - WEAPONS MAINTENANCE ALLOWANCE

- 23.1: Weapons Maintenance Allowance. The Employer agrees to pay all weapon carrying "certified" sergeants an annual off duty weapons maintenance allowance of one hundred dollars (\$100.)
- 23.2: Payment of the weapons maintenance allowance will be made in November of each year. The weapons maintenance allowance shall be prorated for new employees and for employees on leave of absence or layoff on the same basis as the uniform allowance.

ARTICLE XXIV - DUAL EMPLOYMENT

- 24.1: Outside Employment. Outside employment shall require the approval of the Sheriff. Such approval shall not be unreasonably withheld.
- 24.2: If the County adopts a policy on nepotism, the parties will reopen this Agreement to negotiate said issue.

ARTICLE XXV - PENSION

- 25.1: The Employer shall pay the entire cost of the pension program. Any employee who contributed to the pension plan shall be entitled to withdraw those monies contributed by him plus interest (if any) at time of separation from employment with the County, according to the terms and provisions of M.E.R.S., B-3 level, 50/25 year.
- 25.2: Employees may purchase, at their expense, service credit consistent with MERS rules.

25.3: The employee's pension plan shall be the MERS B-4 level reduced at Social Security eligibility to the B-3 level. The cost of the pension improvement above the employer-paid B-3 level shall be paid by the employees through payroll deduction.

ARTICLE XXVI - LONGEVITY

26.1: The Employer agrees to provide a longevity program with the following pay schedule payable in February of each year for those who have at least five (5) years of service as of January 1 (one) of each year.

5 years through 9 years	\$ 600.00
10 years through 14 years	800.00
(15) years or more	1,200.00

ARTICLE XXVII - WAGES

27.1: In recognition of the parties' desire to maintain an appropriate wage differential between command and non-command staff which is comparable to that of other units, the parties have established the following wage increases. The Classifications and Wages are incorporated herein:

27.2: Effective January 1, 2008, the pay rates based on 2,080 hours shall be as follows for the below listed classifications:

<u>Classification</u>	<u>Start</u>	<u>1 year</u>
Law Enforcement Sergeant	\$49,332.00	\$51,363.00

27.3: Effective July 1, 2008, the pay rates based on 2,080 hours shall be as follows for the below listed classifications:

<u>Classification</u>	<u>Start</u>	<u>1 year</u>
Law Enforcement Sergeant	\$50,319.00	\$52,370.00

27.4: Effective 2009 and 2010, increase to be based on the July Annual CPI All Cities NSA, however, such increases shall not be less than 2%, nor more than 3.5%.

27.5: Wages are retroactive to the dates indicated for all hours paid for all employees in the bargaining unit.

ARTICLE XXVIII - PYRAMIDING OF PREMIUM PAY

28.1: There shall be no duplication or pyramiding of any premium rate set forth in this Agreement.

ARTICLE XXIX - TUITION

- 29.1: Employees covered by this Agreement are eligible for financial assistance for tuition cost for college or university courses taken in an approved technical, undergraduate, or graduate program after one (1) complete year of full-time County employment. The County shall reimburse fifty percent (50%) of tuition cost if:
- A. Recommended by the department head and the County Administrator and approved by the Board of Commissioners prior to enrollment in the course.
 - B. The college or university is approved by the department head and the County Administrator. The course taken must be directly job related, as determined by the department head or County Administrator.
 - C. Prior to being reimbursed for tuition expenses, the employee must present to the County Administrator a receipt for payment and proof of a grade of "C" (or its equivalent or higher.)
 - D. Employees eligible for education compensation under the Veterans G.I. Bill or other government sponsored programs will have to exhaust their other benefits prior to being eligible for County education benefits.
 - E. Reimbursement includes tuition, registration, books, lab fees, and administrative fees but not meals or travel expenses.
 - F. Reimbursement is subject to and conditioned upon money being appropriated in the employee's department budget for this specific purpose.
 - G. Tuition reimbursement is subject to all IRS required tax withholding.

ARTICLE XXX - WAIVER

- 30.1: 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 understanding 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 waives 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 by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement. It is not the intent of this clause to delete any of the established practices which are uniformly applied in the Department relating to wages, hours and working conditions.

ARTICLE XXXI - NO STRIKE CLAUSE

- 31.1: During the life of this Agreement the Union shall not cause, authorize, sanction or condone nor shall any member of the Union take part in, any strike, sit down, stay in, slow down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, sympathy strike, or interference with the operations of the County of any kind for any reason, including a labor dispute between the County and any labor organization. The Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any picketing of the County buildings, offices, or premises because of a labor dispute arising out of this Agreement.
- 31.2: The Union agrees that it, and its officers, will take prompt affirmative action to prevent or stop unauthorized strikes, sit downs, stay ins, slow downs, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work, sympathy strikes or interference with the operation of the County. The Union further agrees that the County shall have the right to discipline, up to and including discharge, any or all employees who strike or engage in any of the other prohibited activities noted in Section 30.1 in violation of this article.
- 31.3: It is understood that any disciplinary action taken by the County pursuant to this Article is subject to the grievance procedure on the question of if it occurred, not the penalty.

ARTICLE XXXII - SEPARABILITY AND SAVINGS CLAUSE

- 32.1: If any Article or Section of this Agreement, or any Appendix 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 shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby.
- 32.2: A special conference shall be held within ten (10) days with the employee affected by this provision to discuss the provision in question that may be invalid.

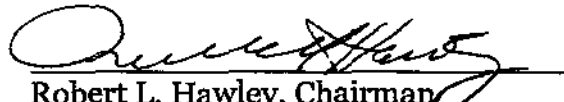
ARTICLE XXXIII - TERMINATION

33.1: This Agreement shall be in full force and effect from January 1, 2008 (with wages retroactive for all hours paid) to and including December 31, 2010, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either upon the other at least sixty (60) days prior to date of expiration. It is further provided that where no such cancellation or termination notice is 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 December 31, 2010.

**COMMAND OFFICERS ASSOCIATION
OF MICHIGAN**


Patrick J. Spidell, Business Agent

**LEELANAU COUNTY BOARD
OF COMMISSIONERS**


Robert L. Hawley, Chairman

**LEELANAU COUNTY COMMAND
OFFICERS ASSOCIATION OF MICHIGAN**


James Kiessel, President

SHERIFF OF LEELANAU COUNTY


Michael Oltersdorf, Sheriff

Dated: December 18, 2007