

COPY

*AGREEMENT*

between

LEELANAU COUNTY

and

LEELANAU COUNTY SHERIFF

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)  
Law Enforcement Division

Effective: January 1, 2010, through December 31, 2011

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## AGREEMENT

This Agreement, effective January 1, 2010 through December 31, 2011, by and between the County of Leelanau and the Sheriff of Leelanau County, hereinafter referred to as the "Employer," and Police Officers Association of Michigan (POAM), Law Enforcement Division, 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 Commissioners' 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 regular full-time Law Enforcement Deputy Sheriffs and all regular part-time Law Enforcement Deputy Sheriffs who are regularly scheduled for a minimum of fifty (50) hours per month, but excluding the Sheriff, Undersheriff, sergeants, lieutenants, seasonal, casual employees, irregular employees 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 and regular part-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.

Regular Part-Time Employee. A regular part-time employee is an employee who is regularly scheduled for a minimum fifty (50) hours per month but not on the same basis as a permanent full-time employee.

Temporary Employee. A temporary employee is defined as an employee hired to augment the work force seasonally or during periods of peak workload or to replace regular employees who are on approved leave of absence. In the event any temporary employee works more than 1560 hours in one year, the position occupied by the employee shall be considered a regular part-time position and subject to the application provisions of this Agreement.

Irregular Employee. An irregular employee is an employee who is working on any basis other than the above definitions of regular full-time employee, regular part-time employee or temporary employee.

## 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. 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 three (3) employees plus one representative from POAM. 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-probationary employees 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**

- 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 of which the employee knew or should have known which occurred prior to five (5) 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 week days, Monday through Friday, will be considered. Saturdays, Sundays and holidays shall not be considered in these 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 on a grievance form provided by the County 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.

- 5.3: If the County 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 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 answer in Step 2. 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 County'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 County shall confer at a mutually agreeable time for the purpose of seeking a resolution of the grievance. If the grievance is not resolved, the parties 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 County 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 County. 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 matter 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 County from this Agreement, it being understood that any matter not specifically set forth herein remains with the reserved rights of the County. The Arbitrator shall have no power to substitute his/her discretion for the counties in cases where the County 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. Copies of all records, reports and other information pertaining to a pending grievance shall be made available to the aggrieved employee upon written request.
- 5.12: At the time of the Arbitration Hearing, both the County and the Union shall have the right to examine and cross-examine witnesses. Upon request of either County or the Union, or the Arbitrator, a transcript of the hearing shall be made and furnished the Arbitrator with the County and the Union having an opportunity to purchase their own copy. At the close of the hearing, the Arbitrator shall afford the County 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. Department seniority shall be defined as the length of the employee's continuous service in the Leelanau County Sheriff's Department commencing from their last date of hire. Classification seniority shall be defined as the length of the employee's continuous service within a classification covered in the bargaining unit commencing from their last date of entry into the classification. Department and Classification seniority

shall continue to accumulate for up to a maximum of twelve (12) months during all approved leaves of absence unless specifically defined otherwise in another section of the collective bargaining agreement. Employees hired on the same date or entering the classification on the same date shall be placed on the seniority lists in alphabetical order of surnames. Seniority shall entitle an employee only to such preferences as are expressly provided in this Agreement. It is understood that a bargaining unit employee applying for a position as a corrections officer shall do so as a new employee and shall be subject to the probationary period outlined in Section 6.2 below provided that such employee shall retain their Departmental seniority for purposes of holidays, vacation benefits under Section 9.1, paid sick leave, insurances, funeral leave, pensions and longevity. Benefits predicated on classification seniority are shift bid, layoff and recall. All classification seniority is lost if continuous service within the classification is broken.

- 6.2: Probationary Period. All newly hired employees shall be on probation for a period of twelve (12) months following their date of hire. If an employee is absent from work due to schooling, illness or other reasons for a period of fourteen (14) days or longer, such period of his absence shall be added to the twelve (12) months probationary period. During an employee's probationary period, he may be laid off, discharged or terminated by the Employer without regard or recourse to this Agreement, and is an employee at-will for discharge and discipline purposes.
- 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 other employment related report.
- 6.4: Positions or assignments, which the Sheriff desires to fill within the bargaining unit, shall be posted. All qualified candidates who apply during the posting period will be interviewed, after receiving five (5) days notice of the interview, by the Sheriff or his designee(s), provided it is understood the decision of the Sheriff shall be final.
- 6.5: Promotions Outside the Bargaining Unit. For the next highest position outside the bargaining unit, selection shall be made by the following competitive procedures:
- A. Promotional vacancies shall be posted for a period of ten (10) calendar days on the departmental bulletin board. The ten (10) day period shall not preclude the Employer from commencing selection actions prior to the end of the posting period.
  - B. Promotion to the classification of Sergeant in the Patrol/Detective sections will be limited to certified officers in those sections.
  - C. A candidate for Sergeant must have three (3) years seniority in an appropriate section of the Leelanau County Sheriff's Department. The Sheriff may choose from the top two candidates.
  - D. The Oral Examination Board for competitive examination shall consist of two (2) command officers from surrounding police or sheriff's departments holding the rank of Lieutenant or higher. The Sheriff may sit on the board as the third person or the third person may also be from a surrounding police or sheriff's department.

The Department's objective in conducting its testing program is to assure an open competitive selection process free from discrimination. The Employer seeks the best-qualified applicant for all openings.

Weighting of the Competitive Selection Factors shall be as follows:

Written Examination	50 points
Oral Examination	50 points
Seniority	For the purpose of scoring the Competitive Selection Factor, Seniority, each applicant shall be credited with 1 point for each year of seniority up to a maximum of 10 points.

The claim of any employee that he/she has been denied a promotion to a vacant position due to a contract violation shall be subject to the Grievance Procedure.

An Act 312 Deputy promoted to the rank of Act 312 Sergeant shall be subject to a probationary period of up to 2080 hours of work. During the term of the probationary period, the employee may elect to return to their former Act 312 Deputy position, or if they fail during the probationary period as solely determined by the Employer, they will retain all bargaining unit/classification seniority. Act 312 Deputies who leave the unit for purposes of promotion to Sergeant for more than twelve (12) months shall have their Act 312 Deputy classification seniority frozen and shall return only with what they had earned prior to promotion.

- 6.6: Vacation Schedule. At least annually a vacation schedule shall be posted by the Sheriff. Employees will be provided the opportunity to sign up for such vacation periods as they are afforded under the terms of this Agreement.
- 6.7: Layoffs. All reductions in the work force shall be accomplished in the following manner:
- A. No permanent or probationary employee shall be laid off from his position in the Sheriff's Department while any part-time employees are serving in the same position in the Department;
  - B. The first (1<sup>st</sup>) employee to be laid off shall be the least senior employee in the classification affected. Further layoffs from the affected classification shall be accomplished by the inverse order of seniority, provided the remaining employees are capable of performing the required work;
  - C. Upon being laid off from his/her classification, an employee who so requests within three (3) days of the notice of layoff shall, in lieu of layoff, be reassigned to a lower paying classification in the Department, provided, however, he/she has more seniority than the employee who he/she is to replace and he/she has been determined by the Sheriff to be qualified to perform the required work;
  - D. Employees reassigned in lieu of layoff shall be placed in the same salary step in the range for the lower paying position to which he/she was placed prior to the reassignment.
- 6.8: 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/she shall be considered a "Quit."
- 6.9: Shift Assignments. In making a shift assignment and choice of furloughs, consideration and recognition will be given to the seniority of the individuals within the unit. However, because of the small department and the need for experienced personnel at all times, the consideration shall not be limited to seniority.

Officers will be given the opportunity, at least annually, to bid their shifts by seniority. A simple majority of officers may allow the officers to rotate shifts no less often than every twenty-eight (28) days and no more often than three (3) months.

When operational considerations (including, but not limited to, court appearances, training, special details, special qualifications or training and discipline) require the presence of a particular officer on a given shift, the Sheriff may assign or re-assign officers as required to meet the needs of the department.

In the event the Sheriff determines the need to assign an employee from one shift to another and it is necessary to replace the employee who was reassigned, volunteers will be sought. If there are not any volunteers to take the place of the reassigned employee, the selection will be made by seniority from the shift having an extra person with the junior person in that shift being assigned. An employee that has been reassigned by the Sheriff will not be eligible to trade shifts as outlined in Section 7.4. Employees that feel they were unreasonably reassigned may file a grievance as a result of a reassignment.

## 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 deferred 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 deferred to the COAM 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: Trading Time. Subject to the operating needs of the department and the pre-approval of the Sheriff or his designee, employees will be allowed to voluntarily trade days and shifts. The trade must not result in overtime or lost time and must occur within the same pay period.
- 7.5: 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 credited in excess of the normal workweek.
- 7.6: 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.
- 7.7: The Sheriff, or his designee, shall have the primary responsibility to determine who shall transport prisoners and patients.

## ARTICLE VIII – HOLIDAYS

- 8.1: Holiday Eligibility. Employees' eligibility for holiday pay is subject to the following conditions and qualifications:
  - A. The employee must work his hours on the Employer's last regularly scheduled day before, and the first regularly scheduled day after the holiday, unless on an excused leave of absence.

- B. An employee who is scheduled to work on a holiday, but fails to report for work unless otherwise excused, shall not be entitled to holiday pay, and may be subject to disciplinary action.
- 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	Veterans Day
Easter	Thanksgiving Day
*Memorial Day	Christmas Day
Independence Day	Birthdays - 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 (2 ½) times the hourly rate for each hour worked. For purposes of all of Article VIII, holidays shall be the traditional day, however, \*Martin Luther King, Jr. Day, \*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:

After one (1) year of service	6 working days (48 hours)
After two (2) years of service	12 working days (96 hours)
After five (5) years of service	18 working days (144 hours)
After ten (10) years of service	20 working days (160 hours)
After fifteen (15) years of service	22 working days (176 hours)

9.2: Scheduling of Vacations. Vacation schedules by division and affected shifts will be worked out as far in advance as possible. To accomplish this and to consider the wishes of seniority employees, after January 1<sup>st</sup>, each employee shall indicate on a yearly calendar his vacation request no later than February 15<sup>th</sup>. After February 15<sup>th</sup>, all employees who have failed to select their vacation time will take whatever time is available on a first-come-first-served basis. Employees will be notified of approval of vacation periods within a reasonable time after February 15 of the applicable year. Vacation schedules approved

during the January 1<sup>st</sup> to February 15<sup>th</sup> period can only be cancelled with twenty-eight (28) days prior notice by the requesting party. Minimum three (3) day blocks.

- 9.3: Vacation requests of two (2) days or less will be allowed with a minimum of one (1) week notice at 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 1/12<sup>th</sup> 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: Vacation Carryover. Employees shall accrue, on a monthly basis, and shall accumulate vacation days 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 on 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 10<sup>th</sup>.

## ARTICLE X – LEAVES OF ABSENCE

- 10.1: A. Full-time employees shall be credited on January 1<sup>st</sup> of each year with twelve (12) (96 hours) personal leave days. 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. One (1) day of personal leave credits shall equal eight (8) hours at the employee's regular hourly rate of pay when he/she takes their personal leave.
- C. 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.
- D. 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.

- E. 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.
- F. Annual Personal Leave Payoff. To be paid in full eight (8) hour blocks at the deputy's actual wage as of December 10, on or about December 10<sup>th</sup> annually.
- G. 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.
- H. 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.
- I. Employees who leave the employ of the County other than for discharge 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: A. Sick and Accident Insurance. The Employer agrees to establish a short-term and long-term disability insurance program. 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 (1<sup>st</sup>) day of disability due to accidental bodily injury or the eighth (8<sup>th</sup>) 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 (181<sup>st</sup>) 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.

- B. 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.
- C. Seniority. Seniority for any non-duty related disability shall continue for twenty-four (24) months from the date of injury or illness.

## ARTICLE XI – INSURANCE

- 11.1: Hospitalization Insurance. The Employer shall make the following Community Blue Options available to full-time employees, spouses, and dependent children up to the age of twenty-six (26), if required by law.

Option 1 – PPO 1

No deductible

10/20 Rx Card

75/50/50 Dental Plan to \$800.00 maximum

VSP Eye Plan

Employee co-pay per month shall be:

Single - \$43.18

Two Person - \$112.14

Family - \$153.64

OR

Option 2 – PPO 2

\$100.00 Deductible

10/40 Rx Card

50/50/50 Dental Plan to \$800 maximum

VSP Eye Plan

Cost to employee - \$0

Effective March 2009, the County's contribution for health insurance shall be capped at the following levels:

Single - \$460.00 per month

Two Person - \$1,020.00 per month

Family - \$1,205.00 per month

Participation in these plans 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, providing equivalent coverage is obtained.

The Union or Employer 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 (\$30,000.00) of life insurance on all full-time employees who enroll in the plan.
- 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: Worker's Compensation. The Employer shall provide Worker's Compensation protection for all employees as required by law. Health Insurance benefits to be provided to the Employee for the first 12 months on Workers Compensation. Employee to pay normal co-pay.
- 11.6: Insurance benefits under Sections 11.1 and 11.2 are discontinued to 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.
- 11.7: 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" 19/30 coverage under the guidelines currently set by the carriers riders.
- 11.8: The County will provide 10% of the monthly premium for retiree health insurance costs, provided the retiree is enrolled in the County health plan.
- 11.9: If health insurance is available for an employee through another source, the employee may receive payments in lieu of obtaining health insurance. The employee must provide documentation of enrollment in alternative coverage before receiving opt out payments.
- Single - \$150.00 per month  
Two Person - \$350.00 per month  
Family - \$400.00 per month
- 11.10: FMLA. FMLA shall run concurrent with sick/accident, long-term disability and worker's compensation.

## **ARTICLE XII – CALL BACK PAY**

- 12.1: 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. Time worked prior to the actual shift shall be paid for actual time worked.

### ARTICLE XIII – SHIFT DIFFERENTIAL

13.1: Shift Differential. Employees shall be paid a shift differential of 3% of their base hourly rate for hours worked between 1800 and 0600 (6:00 p.m. – 6:00 a.m.)

### ARTICLE XIV – NON POLICE WORK

14.1: 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.

### ARTICLE XV – DISCIPLINE

15.1: Discipline. No seniority employee shall be discharged or otherwise disciplined except for just cause. Any claim for an employee that he has been unjustly discharged or otherwise disciplined shall be processed through the Grievance Procedure.

15.2: Disciplinary Notice. All employees shall have the right to be represented by their union representatives at all disciplinary conferences or procedures.

15.3: 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:

1<sup>st</sup> offense - written warning

3<sup>rd</sup> offense - suspension

2<sup>nd</sup> offense - written reprimand

4<sup>th</sup> offense - discharge

15.4: 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

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

- 15.5: Policy and Procedures. All policies and procedures of the Sheriff's Department shall be approved by the Sheriff and signed and dated by the Sheriff before implementation.

#### **ARTICLE XVI – BULLETIN BOARDS**

- 16.1: The Employer will provide a bulletin board in the Squad Room, which may be used by the Union for posting notices pertaining to Union business.
- 16.2: 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 XVII – UNION MEETINGS**

- 17.1: 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 XVIII – FUNERAL/BEREAVEMENT LEAVE**

- 18.1: 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, stepparent, stepchild, stepbrother, stepsister, and dependents living at the house. This is in addition to vacation and sick leave time.
- 18.2: 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 \$5,000.00.

#### **ARTICLE XIX – UNIFORM MAINTENANCE REIMBURSEMENT**

- 19.1: Uniform Maintenance Reimbursement. The Employer agrees to pay to all full-time deputies the sum of five hundred seventy-five dollars (\$575.00.) Part-time deputies shall be paid one hundred fifty dollars (\$150.00) per year for the maintenance of uniforms. Should the County, at its discretion, have a canine officer, he shall receive as a uniform maintenance reimbursement four hundred dollars (\$400.00.)
- 19.1 A. Deputies assigned as Detective: \$750.00 per year.



- 19.2: 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 15<sup>th</sup> 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 1/2 of the patrol.

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

- 19.3: 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 \$100.00 if such items are damaged or broken in legitimate line-of-duty circumstances documented with the employee's immediate supervisor, and approved by the County Administrator.

## **ARTICLE XX - MILEAGE**

- 20.1: 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 XXI - PAYCHECK**

- 21.1: 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. Overtime shall be paid in the pay period earned.
- 21.2: 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.

## **ARTICLE XXII - MEAL ALLOWANCES**

- 22.1: 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 \$7.50, supported by a receipt.

## **ARTICLE XXIII – EQUIPMENT**

- 23.1: 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.
- 23.2: Patrol/Pursuit Vehicles. The County shall continue to follow the practice of purchasing "Police Package" vehicles for patrol use.
- 23.3: 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.
- 23.4: Maintenance of Patrol Vehicles. The Employer and County agree to maintain all original and Employer "add-on" equipment at all times.
- 23.5: 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.

## **ARTICLE XXIV – PHYSICAL EXAMINATION**

- 24.1: 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.
- 24.2: The County 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. Whether or not the employee may return to work for full duty.
- C. Date the employee may return to work.

Such doctor's statement will be treated as a medically confidential document and will not be disclosed except to those County personnel having an official function or decision-making role related to the employee's status, but may also be disclosed in the event of arbitration.

## **ARTICLE XXV – OFF DUTY WEAPONS MAINTENANCE ALLOWANCE**

- 25.1: The Employer agrees to pay all weapon carrying "certified" deputies an annual off-duty weapons maintenance allowance of one hundred dollars (\$100.00.) Employees hired on or after February 3, 2011, will not be eligible for the off-duty weapons maintenance allowance.
- 25.2: 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 XXVI – DUAL EMPLOYMENT**

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

## **ARTICLE XXVII - PENSION**

- 27.1: 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 the 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.
- 27.2: Effective January 1, 2000, the pension shall be improved to the B-4 Level, reduced at Social Security eligibility to the B-3 Level with employees paying the full cost of the improvement by payroll deduction.

**ARTICLE XXVIII - LONGEVITY**

28.1: The Employer agrees to provide a longevity program with the following pay schedule payable on the employee's anniversary date of each year for those who have at least five (5) years of service as of their anniversary date each year.

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

Employees hired on or after February 3, 2011, will not be eligible for longevity.

**ARTICLE XXIX – WAGES**

29.1: The Classifications and Wages are incorporated herein: In lieu of a wage scale increase for 2010 and through the date of ratification by the Union (February 7, 2011), employees shall receive a one-time lump sum payment, less normal tax withholding and other legal deduction, of 2% of the individual employee's annual base rate of pay for 2010.

29.2: Effective February 7, 2011, the pay rates based on 2,080 hours shall be as follows for the below listed classification:

<b>Classification</b>	<b>Start</b>	<b>6 Months</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>
January 1, 2010 through February 6, 2011					
Law Enforcement	\$35,948.64	\$36,994.88	\$40,634.88	\$43,611.36	\$46,090.72
Deputy					
February 7, 2011 through December 31, 2011					
Law Enforcement	\$37,204.96	\$38,288.64	\$42,055.52	\$45,136.00	\$47,702.72
Deputy					

- A. Detective: the position of "Detective" shall serve at the pleasure (indefinite time period) of the sheriff. This assignment will consist of a certified Law Enforcement Deputy who is off probation and subject to requirement of 6.4 of this contract. The Detective shall enjoy an incentive allowance of 2.5% above his/her Deputy salary based on years of service. A Deputy who is assigned as a "temporary detective" for a period less than 90 days (short term-special needs) shall be paid at detective salary but is not subject to the requirements of Section 6.4 of this labor Agreement. This temporary assignment is not entitled to a "pro-rated" Detective uniform allowance. Not applicable to TNT assignment.

## **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.

## **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 31.1 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 it if 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 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

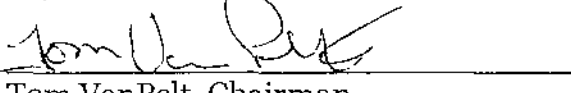
33.1: To the extent required by MCL 423.215 (7), an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act (being MCL 141.1501 *et seq*) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

33.2: This Agreement shall be in full force and effect from January 1, 2010, through December 31, 2011, 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, 2011.

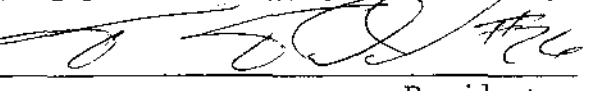
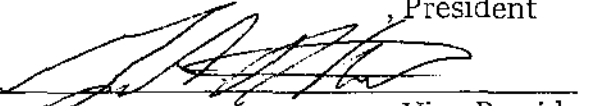
**POLICE OFFICERS ASSOCIATION  
OF MICHIGAN**

  
Patrick J. Spidell, Business Agent


**LEELANAU COUNTY  
BOARD OF COMMISSIONERS**

  
Tom VanPelt, Chairman

**LEELANAU COUNTY  
DEPUTY SHERIFF'S ASSOCIATION**

  
\_\_\_\_\_, President  
  
\_\_\_\_\_, Vice-President

**LEELANAU COUNTY SHERIFF**

  
Michael F. Oltersdorf, Sheriff