

# **AGREEMENT**

BETWEEN

MISSAUKEE COUNTY

AND

SHERIFF OF MISSAUKEE COUNTY

AND

POLICE OFFICER'S LABOR COUNCIL

Effective: January 1, 2009 thru December 31, 2011

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## AGREEMENT

This Agreement entered into as of the 1<sup>st</sup> day of January, 2009, between Missaukee County (the "County") and the Sheriff of Missaukee County (the "Sheriff"), together hereinafter referred to as the "Employer" and the Police Officers Labor Council (the "Union").

## ARTICLE I

### RECOGNITION

1.1: Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time deputies, dispatchers-correctional officers and cooks of the Missaukee County Sheriff's Department, EXCLUDING the sheriff, under sheriff, animal control officers, secretaries, employees not eligible for Act 312 arbitration, confidential employees, temporary and seasonal employees, volunteers, and all other employees.

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

Full-time Employee. A full-time employee is an employee who is working at least eighty (80) or more hours per fourteen (14) day work period on a regular basis in a job classified by the Employer as permanent.

Regular Part-Time Employee. A regular part-time employee is an

employee who is working at least forty (40) but less than eighty (80) hours per fourteen (14) day work period on a regular basis in a job classified by the Employer as permanent. Single family health insurance and life insurance will be the only benefits available for this definition of employment. Sick leave will be earned at a rate of four (4) hours for each month of active service with the Employer with a cap of 240 hours. (See ARTICLE X).

Irregular Employees. The Employer reserves the right to hire and utilize irregular employees and volunteers from time to time. An irregular employee is an individual not included in the above definitions of full-time and regular part-time employee who is working on any other basis, including temporary, casual or seasonal employees.

Full-time and regular part-time status shall be designated at the time of hiring or promotion. In the event that an employee's status is to be changed because of reduced or increased working hours, the Employer will advise the Union prior to the effective date of the change in status.

1.3: Part-Time and Irregular Employees. The Employer reserves the right to hire and utilize regular part-time employees, irregular employees and volunteers from time to time. Such employees and volunteers are not within the recognition granted the Union and are not covered by the terms of this Agreement. The performance of work by irregular employees and volunteers shall not constitute a violation of this Agreement, even if it could remove potential overtime opportunities; provided, however that the Employer agrees not to utilize irregular employees and volunteers so as to cause employees covered by this Agreement to lose time from their regular scheduled hours or to be laid off.

1.4: Supervisors. It is recognized that an integral part of a supervisory employee's normal work includes the performance of tasks that are also performed by bargaining unit employees. The performance of this work by supervisors shall not constitute a violation of this Agreement, even if it could remove potential overtime opportunities.



## ARTICLE II

### UNION SECURITY

2.1: Union Membership. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit set forth in the Agreement.

2.2: Union Service Fee. All employees included in the collective bargaining unit set forth in section 1.1 shall, as a condition of employment, pay to the Union a service fee. This obligation to pay a service fee to the Union shall commence upon the completion of an employee's first thirty days of employment in the Sheriff's Department. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Union members. The Union shall advise the Employer in writing of the amount of its monthly dues and any changes thereto. An employee's obligation to pay a service fee to the Union may be satisfied by direct payment to the Union by the employee of the service fee, or by payment of the service fee in accordance with the check off provisions of Section 2.3. In addition, any employee who is a member of the Union shall be deemed to have satisfied their service fee payment obligation for any month in which they were in good standing with the Union.

2.3: Failure to Pay Service Fee. An employee required to pay the service fee established in section 2.2 who fails to pay the service fee is subject to discharge. The Union may request the discharge of an employee who is sixty (60) days or more in arrears of payment of the service fee by notifying the Employer of the Union's intent to require enforcement of section 2.2. This notification shall be in writing signed by a non-employee representative of the Union and must include verification of nonpayment of the service fee. The Employer shall deliver to the employee concerned a copy of this notification within five (5) working days of its receipt by the Employer.

2.4: Check off.

- A. During the term of this Agreement, the Employer agrees to deduct service fees, or if applicable, Union membership dues and initiation fees from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper check off authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union.
- B. All authorizations filed with the Employer shall become effective the first (1<sup>st</sup>) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's service fee obligation, or if applicable, Union membership dues and initiation fees owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted monthly to the Union at an address authorized for this purpose.
- C. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Union.
- D. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check off authorization form, no further deductions shall be made until the matter is resolved.
- E. The Employer's sole obligation under this Section is limited to the deduction of service fees and, where applicable, Union membership

dues and initiation fees. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever. Repeat of 2.3

2.5: Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability including, but not limited to, wages, damages, awards, fines, court costs, attorney fees and unemployment compensation costs that arise out of or by reason of action taken by the Employer pursuant to Sections 2.1, 2.2 and/or 2.3.

### ARTICLE III REPRESENTATION

3.1: Collective Bargaining Committee. The Employer agrees to recognize a collective bargaining committee consisting of not more than three (3) employees selected or elected by the Union from employees covered by this Agreement who have seniority. One member of the collective bargaining committee shall be the president of the Union's local association. Members of the collective bargaining committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer. Non-employee representatives of the Union may also be present during collective bargaining negotiations

3.2: Steward. The Employer agrees to recognize one (1) steward, who shall be the Union's local president. It shall be the function of the steward to act in a representative capacity for the purpose of processing grievances in accordance with the grievance procedure established in this Agreement. When it is necessary for the steward to leave assigned duties to process a grievance, the steward shall request to be released from assigned duties. Upon such a request, the supervisor may release the steward from duties, provided that such a release will not interfere with the orderly and efficient operation of the Sheriff's Department. The steward shall return to assigned duties as promptly

as possible and shall advise the steward's supervisor of the return to duty.

3.3: Alternate Stewards and Collective Bargaining Committee Members. Alternate stewards and members of the collective bargaining committee may be selected or elected by the Union from employees covered by this Agreement who have seniority. Alternate stewards and alternate members of the collective bargaining committee shall serve temporarily in the absence of the regular selected or elected steward or members of the collective bargaining committee and such alternate steward or members shall have the same rights, duties, limitations and obligations as the regular selected or elected steward or members of the collective bargaining committee during the period of replacement.

3.4: Identification of Union Representatives. The Employer shall be informed in writing of the names of the steward, members of the collective bargaining committee, alternate stewards or members of the collective bargaining committee, the staff representative of the Union, and any changes therein, upon their selection or election. The Employer will extend recognition to such individuals upon receipt of this notice.

3.5: Special Conferences. Special conferences for important matters will be arranged between the Association president and the Employer or its representative upon the request of either party. Arrangements for such special conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. If practicable, such references shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conference shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure.

3.6: Bargaining Time. Employee participation as a bargaining committee member is an activity engaged on behalf of the Union and the employees which it represents. Employees may, upon request, be released from work to engage in collective bargaining negotiations, provided such release will not interfere with the orderly and efficient operations of the Employer. Such employee will

be paid for the time they are released from their normal work schedule at their rate of pay for that normal schedule work time, but in no event shall the employee be paid beyond the normal work schedule, and any time spent in collective bargaining beyond the normal work schedule will be deemed as a voluntary activity of the employee.

3.7: Union Conference Time. Employee participation in special conferences is a voluntary activity engaged in on behalf of the Union and the employees which it represents, and shall not be paid for time spent in these activities. Employees may, upon request, be released from work to engage in these activities, provided such release will not interfere with the orderly and efficient operation of the Employer.

## ARTICLE IV

### MANAGEMENT RIGHTS

4.1: Management Rights. It is understood and agreed that the Employer retains and shall have the sole and exclusive right to manage and operate the County and the Sheriff's Department in all its operations and activities and to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Among the retained rights of management included only by way of illustration and not by way of limitation are as follows: to determine all matters pertaining to management policy; to adopt, modify, change, or alter its budget; to determine the services to be furnished, and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of operations and departments to be operated and their locations; to eliminate, combine, or establish new departments; to determine the number of personnel required; to determine the number of hours to be worked by any employee; to eliminate, establish or combine classifications; to hire personnel; to determine the number of supervisors; to direct and control operations; to maintain safety, order and efficiency; to continue and maintain its operations as in the past; to study and use different methods, processes or machines; to use

improved methods and equipment and outside assistance either in or out of the County's facilities, including subcontracting and any other form of contracting assistance to perform any or all aspects of the Employer's work or functions; to establish job descriptions, work standards and qualifications; to make judgments as to the skill, ability and performance of employees; and in all respects to carry out the ordinary and customary functions of administration of the County and the Sheriff's Department.

The Employer shall also have the right to promote, demote, assign, transfer, suspend, discipline and discharge for just cause, layoff and recall personnel: to establish work rules and to fix and determine reasonable penalties for violation of such rules and other improper employee actions or inactions; and to establish and change work schedules; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

4.2: Subcontracting. The Employer will not subcontract work normally performed exclusively by bargaining unit employees and for which the Employer has facilities to perform, without first giving the Union ten (10) days written notice of the intent to subcontract and without giving the Union an opportunity to bargain about alternatives and the effect on the employees involved. Bargaining to impasse shall not be required to implement subcontracting.

4.3: Disciplinary Action. Disciplinary action shall be for just cause. Employees shall be advised of the charges against them and provided with an opportunity to discuss these charges prior to the implementation of a decision to discharge or suspend an employee. The Employer may also suspend an employee pending investigation, and such suspended employee shall continue to receive pay for regularly scheduled hours unless the time off becomes a disciplinary suspension or discharge.

4.4: Discipline Record. An employee that has been disciplined, but whose record has remained clear for a period of three (3) years after the effective date of the disciplinary action, shall have his record reviewed by the Sheriff and the

union committee. By mutual agreement, the disciplinary action may be expunged from the employee's record.

## ARTICLE V

### GRIEVANCE AND ARBITRATION PROCEDURE

5.1: Grievance Defined. A grievance under this Agreement is a written dispute, claim or complaint and filed by either an authorized Union representative or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.

5.2: Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Verbal Procedure. An employee with a grievance shall discuss the matter with the Under sheriff or designated representative, within five (5) working days from the time of the occurrence of the events giving rise to the grievance or within five (5) working days from the time that the employee involved first knew or should have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint. If requested by the employee, the steward may be present. The Under sheriff or designated representative will give the employee concerned an oral answer to the grievance within five (5) working days. Every effort shall be made to settle the grievance in this manner.

Step 2. Written Procedure to Sheriff. If the complaint is not satisfactorily settled in Step I Verbal Procedure, the Grievance shall be reduced to writing within five (5) working days from the time of the oral answer and submitted to the Sheriff or designated representative. The Grievance shall be signed by the steward, shall indicate the section or sections of

this Agreement in dispute and shall adequately set forth the facts giving rise to the grievance. The Sheriff or designated representative, the employee involved, and the steward may discuss the grievance. The Sheriff or designated representative shall place an answer on the written grievance within ten (10) working days following the date the grievance was submitted at this step, and return it to the Steward.

Step 3. Written Procedure to County Board of Commissioners. If a grievance is not satisfactorily settled in Step 2 Written Procedure to Sheriff, the steward may appeal the Sheriff's decision by delivering to the County through the County Clerk's office a written appeal concerning the grievance within five (5) working days following receipt of the Sheriff's written disposition of the grievance. The Chairman of the Missaukee County Board of Commissioners, or designated representative, shall place a written disposition on the grievance within fifteen (15) working days following the date of the Board of Commissioners' next regular scheduled meeting, and return it to the steward.

5.3: Arbitration. The Union may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this form to the County through the County Clerk's office with a copy mailed to the Sheriff within ten (10) working days following the receipt of the Employer's written disposition in Step 3 of the grievance procedure. If the Employer fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the County through the County Clerk's office with a copy mailed to the Sheriff not later than twenty (20) working days following the date the Employer's written Step 3 disposition was due. The grievance may thereafter be submitted to arbitration. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have



the power to issue any award or fashion any remedy concerning such grievances.

5.4: Selection of Arbitrator. The arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking the name of an arbitrator from the panel. The Union shall strike the first name from the first list of arbitrators and the parties shall alternate striking the first name from successive lists. After six (6) arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, the panel may be rejected and another panel requested. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses and representatives. If either party desires a verbatim record of the proceeding, it may cause such record to be made, providing it pays for the record.

5.5: Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly, or to rule on the discipline, layoff, recall or termination of any probationary employee. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the expressed term of this Agreement as generalized in the management's rights clause herein. If the grievance concerns the exercise of these rights which are not otherwise limited by the expressed terms of this Agreement, the grievance shall not be arbitrable. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and either party may request a bifurcated hearing in any proceeding in which the arbitrability of the Grievance is at issue. Any award of the arbitrator shall not be retroactive more than five (5) working days prior to the time the grievance was first submitted. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any

unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

5.6: Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees in the bargaining unit: provided, however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

5.7: Non-Employee Representatives. The Union and the Employer may have non-employee representatives present at any meeting or discussion concerning a grievance except for discussions held pursuant to Step 1, Oral Procedure.

5.8: Grievance Form. The grievance form shall be supplied by the Union in a form, which coincides with the grievance procedure established in this Agreement.

5.9: Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall be deemed not to be arbitrable, and no arbitrator shall have any power to review the grievance or issue any award. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

5.10: Time Computation. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

5.11: Pay for Processing Grievances. The Steward and employees necessary for

the resolution of the grievance shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours required to process grievances or participate in grievance meetings; provided, however, that the Employer reserves the right to deny pay if this privilege is being abused.

5.12: Discharge Grievances. All grievances concerning discharge shall be initiated at Step 2 of the grievance procedure. A written grievance signed by the Steward or by the discharged employee shall be filed within three (3) working days of the employee's discharge in order to invoke the grievance procedure in such situations.

5.13: Veterans' Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit covered by this Agreement. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment (Michigan Compiled Laws 35.401 et seq, as amended) entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to, no later than Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue his statutory remedy or fails to make an election, any Grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any arbitration proceeding.

## ARTICLE VI

### NO STRIKE

6.1: Continuing Work Pledge. The Union agrees that during the term of this Agreement neither it nor its officers, representatives, committee persons, stewards, members, nor the employees covered by this Agreement will for any reason, directly or indirectly, call, sanction, support, counsel, encourage or engage in any strike, walk-out, slow-down, sit-in, stay-away, concerted failure to report for duty, or any other activities that may result in any curtailment of work or the restriction or interference with the Employer's operation. It is expressly recognized, and the Union agrees, that the scope of activity prohibited in this paragraph is intended to include, but not limited to, such activities as sympathy strikes, unfair labor practice strikes, and a refusal of an employee or employees to cross any type of picket line at any location for any reason whatsoever.

6.2: Violation of Continued Work Pledge. Any employee who violates the Continued Work Pledge of section 6.1 shall be subject to discipline by the Employer, up to and including discharge. The Union acknowledges and agrees that discharge is the appropriate penalty for violation of section 6.1 that results in a curtailment of work. Any appeal to the grievance procedure concerning an employee disciplined for violation of section 6.1 shall be limited solely to the question of whether the employee or employees did in fact engage in an activity prohibited by section 6.1.

6.3: Further Sanctions. If section 6.1 of this Agreement is violated, the Employer shall have the right, in addition to any action taken pursuant to Section 6.2, to any other legal remedies the Employer may possess, including monetary and injunctive relief.

6.4: Affirmative Action. In the event of a work stoppage or other curtailment or interference of work, Union officers shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that they may be discharged, and instruct all such persons to immediately cease the

offending conduct. The Employer shall not be required to negotiate on the merits of the dispute which gave rise to the work stoppage or curtailment or interference with work until all such actions have ceased.

## ARTICLE VII SENIORITY

7.1: Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Sheriff's Department since the employee's last date of hire. Classification seniority shall be defined as the length of an employee's continuous service in their current classification commencing with their last date of hire in that classification. An employee's "last date of hire" shall be the most recent date upon which the employee first commenced work in the Sheriff's Department. Seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames; provided, however, that any employee who changes surnames between commencement of work and acquisition of seniority shall be placed on the seniority list according to their surname at the time of commencement of work. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

7.2: Probationary Period. New employees hired in the unit shall be considered as probationary employees for the first twelve (12) months of their active employment. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the grievance procedure. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from his last date of hire. There shall be no seniority

among probationary employees.

7.3: Seniority Lists. The Employer shall maintain a seniority list of all employees in the bargaining unit according to seniority showing each employee's name, employment status, classification, and seniority date. The Employer shall post a copy of the seniority list on January 1<sup>st</sup> of each year and shall update the list as changes occur.

7.4: Loss of Seniority. An employee's seniority and employment relationship with the Employer shall terminate for any of the following reasons:

- A. If the employee resigns or quits;
- B. If the employee is discharged and the discharge is not reversed through the grievance procedure;
- C. If the employee retires;
- D. If the employee is convicted of a felony;
- E. If the employee is absent for three (3) consecutive working days, unless the employee's absence is for a reason satisfactory to the Employer;
- F. If the employee does not return to work when recalled from layoff as set forth in the recall procedure, unless the employee's absence is for a reason satisfactory to the Employer;
- G. If the employee fails to return from sick leave, vacation, disciplinary suspension or any leave of absence on the specific date for his return, unless the employee's absence is for a reason satisfactory to the Employer;
- H. If the employee has been on layoff for a period of time equal to his seniority at the time of his layoff or twenty-four (24) months,

whichever is less;

- I. If the employee makes an intentional false statement on his employment application or on an application for leave of absence.

7.5: Transfer to Non-bargaining Unit Position. An employee who is transferred to a non-bargaining unit position within the Sheriff's Department shall retain all accrued seniority and classification seniority, but shall not accumulate any additional seniority or classification seniority, unless otherwise provided in this Agreement. The Employer has the sole discretion to determine the wages, hours and conditions of employment for non-bargaining unit employees. An employee who is returned to the bargaining unit after having been transferred to a non-bargaining unit position may be placed in any job classification with a current vacancy or displace an employee with lesser seniority. In the event that an employee returns to the bargaining unit, the employee's seniority shall commence to accumulate as of the date the employee returns to the bargaining unit.

7.6: Seniority While on Leave of Absence. Employees on approved paid leaves of absence, on a military training or emergency duty leave of absence, or on a workers' compensation leave of absence shall continue to accrue seniority during the period of their leave of absence. Employees on approved unpaid leaves of absence shall continue to accumulate seniority for a period of up to thirty (30) days. Employees on approved unpaid leaves longer than thirty (30) days shall retain their seniority, but shall not accumulate any additional seniority during the remainder of their leave of absence.

## ARTICLE VIII

### LAYOFF AND RECALL

8.1: Layoff. When it is determined by the Employer that the workforce in a particular job classification is to be reduced, the Employer shall lay off employees in the following order:

- A. The first employee or employees to be laid off shall be irregular employees (if any) in the particular job classification affected by the layoff.
- B. The next employee or employees to be laid off shall be regular part-time employees (if any) in the particular job classification affected by the layoff, by inverse order of classification seniority.
- C. The next employee or employees to be laid off shall be probationary full-time employees (if any) in the particular job classification affected by the layoff.
- D. Further layoffs from the affected classification shall be accomplished by inverse order of classification seniority.

The Employer shall endeavor to provide at least five (5) calendar days advance notice of a layoff and, if known, the anticipated duration of the layoff.

8.2: Displacement Rights After Layoff. Employees with seniority who are laid off shall be entitled to displace the least senior employee in a lesser paid job classification covered by this Agreement under the following conditions:

- A. A regular part-time employee may not exercise displacement rights over a full-time employee.
- B. The laid off employee has greater seniority than the employee to be displaced.
- C. The laid off employee presently has the necessary qualifications, skill, ability and experience to perform in an effective and efficient manner the work in the other job classification.
- D. The laid off employee elects to exercise their displacement rights within three (3) working days of notification of their layoff,



provided, however, that if an employee is unable to exercise displacement rights because of the lack of a particular certification, that individual will be allowed an additional period of up to six (6) months to acquire that certification at their own expense as long as they advise the Employer of their intention to exercise displacement rights within the three (3) day period.

An employee displaced under this section shall be laid off unless that employee is also entitled to exercise displacement rights under this section. An employee exercising displacement rights under this section retains the right of recall to their former classification.

8.3: Recall. When it is determined by the Employer to increase the workforce in a job classification after a layoff, employees with seniority previously laid off from that job classification will be recalled in inverse order of layoff, provided that the recalled employee presently has the necessary qualifications, skill and ability to perform in an effective and efficient manner the required work. The Employer will endeavor to advise laid off employees of any changes in qualification for their former position. The Employer may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure set forth in section 8.4.

8.4: Recall Procedure. When employees are to be recalled from layoff the following procedures shall be followed:

- A. The Employer may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone, or if the Employer determines not to use telephone contact, the Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.
- B. Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within forty-eight (48)

hours of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the forty-eight (48) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a reason satisfactory to the Employer.

- C. Recalled employees are required to report for work on the required return to work date following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, or within forty-eight (48) hours following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, whichever is later. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a reason satisfactory to the Employer. For purposes of this section, attempted delivery of notice of recall occurs when the post office returns the notice as undeliverable.

8.5: Address and Telephone Numbers. It is the responsibility of each employee to keep the Employer advised of their current name, address and telephone number, and the current names and addresses of their dependents. Employees shall notify the Employer, in writing, of any change of their name, address, telephone number, and the names and addresses of their dependents as soon as possible after such change has been made. The Employer shall be entitled to rely upon the employee's name, address and telephone number, and the names and addresses of their dependents, as reflected in the Employer's files.

ARTICLE IX  
JOB TRANSFERS

9.1: Permanent Vacancies. When a permanent job or vacancy occurs in a bargaining unit position, notice of the job or vacancy shall be posted on the bulletin board for five (5) working days. The Employer, in its sole discretion, shall determine if a vacancy exists which is to be filled under this Section. Employees interested in the job posting may file a written application with the Employer by the deadline established in the posting. For purposes of this section, a permanent vacancy is a position anticipated to be in existence for six months or more.

The Sheriff shall give due consideration to all applicants for the permanent vacancy. In considering an applicant's qualifications to perform the required work, the Sheriff shall consider the employee's skill, ability, experience, training, productivity, seniority, work performance, work record and dependability. The applicant considered by the Sheriff to be the best qualified shall be awarded the permanent vacancy; provided, however that if the Sheriff determines that the best two or more applicants have equal qualifications, preference shall be given to the applicant with the greater seniority. The Sheriff also reserves the right to determine that none of the applicants are qualified and leave the position open or to seek further applicants.

9.2: New Job Probationary Period. Employees who receive an award of a job under the permanent job transfer provisions of this Agreement shall be required to serve a new job probationary period of six (6) months in the new position to prove that they have the skill and ability to perform all the requirements of the position. If the employee fails to meet all the requirements of the position to the satisfaction of the Sheriff, the employee will be transferred back to the employee's prior classification; provided, however, that the Sheriff reserves the right to disqualify an employee and return the employee to the employee's prior classification at any time during the new job probationary period.

## ARTICLE X

### LEAVES OF ABSENCE

10.1: Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. An employee's seniority and employment relationship with the Employer shall terminate if an employee falsifies the reason for a leave of absence. All leaves of absence shall be without pay or benefits unless specifically provided to the contrary by the provisions of the Leave Section involved.

10.2: Paid Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay and benefits under the following conditions and qualifications:

- A. Paid sick leave will be earned at a rate of eight (8) hours for each month of active service with the Employer. For purposes of this Section, an employee has a complete month of active service when they work or receive pay for at least one hundred sixty (160) hours during any calendar month or are on a worker's compensation leave of absence. Sick leave shall be paid at the employee's straight time regular rate of pay when the sick leave is taken.
- B. Employees may utilize accrued paid sick leave when they are incapacitated from the safe performance of work due to illness, injury, or other disability. Disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other disability. Employees may also utilize accrued paid sick leave in the event of illness, injury or other disability of a member of the employee's immediate family that necessitates the employee's presence with the member of the immediate family, subject to the same verification procedures for personal illness, injury or other

disability. For purposes of this section, a member of the employee's immediate family shall include the employee's spouse, children or foster children, parents, parents-in-law, and brothers and sisters if those individuals are residing with the employee.

- C. An employee shall notify the Employer of the need to utilize paid sick leave as far in advance as possible and no later than two (2) hours before the start of the employee's work shift. In the event that the Employer believes that an employee is abusing sick leave, the Employer may require as a condition of the paid sick leave a note from a physician setting forth the reason for the leave. A note from a physician setting forth the reason for the leave shall be required for all absences of three (3) or more days.
- D. All unused paid sick leave in excess of six hundred (600) hours as of November 1<sup>st</sup> of each year will be forfeited, but 1/6<sup>th</sup> of the value of the number of days in excess of 600 multiplied by the employee's straight time regular rate of pay shall be paid to employees at the same time as longevity payments are made each year.
- E. Sick leave is a benefit for employees to be used in case of illness, injury or other disability, and employees who leave the County employment other than by retirement at age 50 with at least 25 years of service or at age 60 with at least 10 years of service will not be paid for accrued but unused sick leave. Employees who leave the County employment to retire at age 50 with at least 25 years of service or at age 60 with at least 10 years of service will be paid for 1/6<sup>th</sup> of the value of their accrued but unused sick leave multiplied by their employee's straight time regular rate of pay.
- F. Sick Time Posting. The Employer will post on a quarterly basis each employee's available sick hours credited but not taken.

10.3: Disability Leave. A disability leave of absence will be granted to employees who are unable to work because of non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's medical condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, require the employee to take a leave of absence under this section. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. Employees who are anticipating a leave of absence under this section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is medically able to return to work. An employee whose leave ends prior to their being able to return to work will be considered to be on layoff with right to return in accordance with section 8.3, Recall.

10.4: Workers' Compensation Leave. Upon written application, a leave of absence without pay for a period of not more than twenty-four (24) months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Workers' Compensation laws of the State of Michigan

and is receiving voluntary Workers' Compensation payments from the Employer, subject to the Employer's right to require medical proof. Extension of the leave may be granted by the Employer upon the written request of the employee for a period of up to six (6) months if the Employer's medical advisors indicate that the employee will be able to return to work within the period of the extension. The Employer may require at any time, as a condition of continuance of a Workers' Compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end. An employee whose leave ends prior to being able to return to work will be considered to be on layoff with right to return in accordance with section 8.3, Recall.

10.5: Unpaid Personal Leave of Absence. The Employer may in its discretion grant an employee a personal leave of absence without pay or benefits for a period not to exceed thirty (30) days. Requests for a personal leave of absence shall be in writing, signed by the employee, and given to the Employer. Such requests shall state the reason for the leave. An extension of personal leave of absence may be granted by the Employer in its discretion, provided the extension is requested in writing prior to the termination of the original leave period. No personal leave of absence may be granted for a period in excess of one (1) year. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the Employer.

10.6: Funeral Leave.

- A. An employee shall be allowed five (5) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. For purposes of this section, immediate family is to be defined as spouse, children, foster children, stepchildren, parents, brothers, sisters, mother-in-law or father-in-law.
- B. An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death of

a grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law or son-in-law.

- C. An employee shall be allowed one (1) working day with pay as a funeral leave day not to be deducted from sick leave for a death of an aunt or an uncle.
- D. An employee shall be allowed one (1) working day with pay as a funeral leave day not to be deducted from sick leave if they are selected to be a pallbearer.
- E. Funeral leave must be taken at the time of the funeral as it was intended and any pass days that fall during the funeral leave stand as pass days and not as additional days off.

10.7: Military Training or Emergency Duty Leave. Employees required to perform active duty for training in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's commanding officer. In instances where an employee is required to perform emergency duty, the Employer will pay the difference between the employee's regularly scheduled hours and the amount the employee receives from the military service and continue payment of health insurance benefits for a period of up to thirty (30) consecutive days. The provisions of this section do not apply to an employee's initial period of active duty for training.

10.8: Return to Work After Leave of Absence. Employees returning from Employer approved leaves of absence will be reinstated to their former job classification. The provisions of the foregoing notwithstanding, the Employer reserves the right not to reinstate to their former job classification any employee who no longer has the necessary qualifications, skill and ability to perform the work.

10.9: Personal Business Days. Employees shall be allowed to use two (2) days



of sick time as personal business days, which may be taken one (1) day at a time. The employee utilizing personal business time must notify his supervisor at least twenty-four (24) hours in advance when possible, but in any event, no later than eight (8) hours prior to the starting time of the employee's shift. Personal business days may not be carried over into the next calendar year.

## ARTICLE XI

### HOURS OF WORK

11.1: Work Period. The work period shall be a period of fourteen (14) consecutive days. The normal tours of duty for full-time employees shall consist of eighty (80) hours of work in a work period. The normal workday shall consist of eight (8) hours for full-time employees. Nothing contained herein shall be construed to constitute a guarantee of any particular number of hours of work or pay per day or per work period.

- A. The Sheriff shall be able to utilize the Cook on a ten (10) hour work schedule.
- B. Sergeant work assignments can include a twelve (12) hour work shift.

11.2: Overtime. Overtime other than of an emergency nature must be authorized by the Sheriff or his designated representative. The Sheriff will endeavor to distribute overtime work equally among employees in each job classification first, based upon overtime hours worked during the calendar year, but reserves the right to assign over-time without regard to overtime hours previously worked in instances of an emergency. The Sheriff shall post on a quarterly basis a listing of the overtime hours worked and refused by each employee during that calendar year. This list shall not include court time or extended shift time, which for purposes of overtime equalization shall not be considered.

11.3: Work Schedule. The work schedule and the starting and quitting times for any and all shifts shall be established by the Sheriff. Work schedules, including additional shifts on holidays or special events, shall be posted at least fourteen (14) days in advance; provided, however, that the Sheriff reserves the right to change the work schedule where circumstances require that it be changed. In the event that the posted work schedule is required to be changed, the Sheriff will endeavor to give at least twenty-four (24) hours advanced notice of such changes.

11.4: Trading Shifts. Employees may trade shifts only with the prior approval of the Sheriff or his designated representative; provided, however, that no overtime shall result in any way to the individuals involved in such voluntary changes.

11.5: Double Back. Employees shall normally have eight (8) hours off between shifts, except when emergencies occur.

## ARTICLE XII

### HOLIDAYS

12.1: Recognized Holidays. The following days are recognized as holidays for the purposes of this Agreement.

New Year's Day	Fourth of July	Thanksgiving Day
President's Day	Veteran's Day	Friday After Thanksgiving
Christmas Eve Day	Christmas Day	Memorial Day
Employee's Birthday	Labor Day	(1) Floating Holiday

It is understood that employees will be required to work on holidays in accordance with normal scheduling procedures. The employee's birthday holiday must be taken within thirty (30) days of its actual date on a date mutually agreeable to the Employer and employee.

12.2: Holiday Pay. Eligible employees shall receive eight- (8) additional hours pay at their straight time regular rate for each recognized holiday.

12.3: Holiday Eligibility. An employee's eligibility for holiday pay is subject to the following conditions and qualifications:

- A. The employee must work his scheduled hours on his last scheduled day before and his scheduled hours on his first scheduled day after the holiday unless otherwise excused;
- B. The employee must be on the active payroll as of the date of the holiday. For the purposes of this subsection, a person is not on the active payroll of the Employer during unpaid leaves of absence including a Workers' Compensation leave, while on layoff, or on a disciplinary suspension.

12.4: Holiday Work. In addition to holiday pay, eligible employees shall be paid at time and one half (1 ½) their regular straight time rate of pay for all hours worked on a recognized holiday. This holiday premium rate shall be in addition to holiday pay. For purposes of this section, an employee is considered to have worked on a holiday during all hours of their shift that occur during the 24 hour period of the actual holiday.

An employee who is scheduled to work on a holiday but who fails to report to work, unless otherwise excused, shall not be eligible for holiday pay.

## ARTICLE XIII

### VACATIONS

13.1: Paid Vacations. All full-time employees shall be granted vacation leave with pay and benefits based upon their length of continuous service with the Employer in accordance with the following:

<u>Years of Continuous Service</u>	<u>Hours Pay</u>	<u>Time Off</u>
At least 1 year but less than 2 years	40	5 days
At least 2 years but less than 5 years	80	10 days
At least 5 years but less than 13 years	120	15 days
At least 13 years but less than 18 years	160	20 days
At least 18 years	200	25 days

Vacation leave accrues on a yearly basis and is credited to eligible employees each year on their anniversary date, based upon their years of continuous service with the Employer as of their anniversary date. Probationary employees are granted three days (24 hours) of vacation time after completion of six (6) months of probationary service.

13.2: Vacation Eligibility. In order to be eligible for full crediting of vacation leave on their anniversary date, an employee must have worked a total of at least 2,080 hours during the immediately preceding twelve (12) month period. Employees who fail to work the required number of hours shall be entitled to prorated vacation leave based upon the ratio of the hours actually worked to 2,080 rounded to the nearest half day. For purposes of this Section, hours worked shall include paid leaves of absence, hours of paid vacation, and hours lost from their regularly scheduled hours due to a workers' compensation leave for up to three (3) months, and all hours actually worked.

13.3: Continuous Service. For purposes of vacation calculation, an employee's length of continuous service with the Employer shall be calculated from the most recent date that the employee commenced work for the Employer, but shall exclude all time spent on unpaid leaves of absence or on layoff in excess of thirty (30) consecutive days.

13.4: Vacation Scheduling. Employees may request time off for vacations after vacation leave has been credited to their use. Vacation requests must be in writing and normally should be submitted by the employee at least ten (10) days in advance of the period requested. The Sheriff will advise employees of the status of their vacation requests within six (6) working days of its

submission. The Sheriff will endeavor to approve all vacation requests, but reserves the right to refuse to allow an employee to take vacation leave at the time requested if such vacation would interfere with the efficient operation of the Sheriff's Department. Employees with at least fifteen (15) accumulated vacation days for the year will be required to take a minimum of only one (1) five (5) day block inclusive of the employee's pass day and the rest of the accumulated vacation time may be taken in amounts requested by the employee. Except in emergency, employees on vacation will not be called in to work. Employees are required to take their vacation leave during the twelve (12) months following its accrual and crediting, and all vacation leave not used during the twelve (12) months following its crediting shall be forfeited; provided, however, that in the event that an employee is unable to utilize accrued vacation the employee shall be allowed to carry over up to five (5) days to the next year.

13.5: Vacation Pay. Vacation pay shall be at the employee's regular straight time rate in effect at the time the employee takes vacation leave. If a regular pay day falls during an employee's vacation, the Employer will provide that check in advance upon the request of the employee. Requests for advance payments must be made two (2) weeks prior to the last day worked.

13.6: Benefits on Termination. Employees whose employment relationship with the Employer ends for any reason may receive pay for accrued but unused vacation leave in any of the following circumstances:

- A. If an employee retires in accordance with the retirement plan currently in effect.
- B. If an employee resigns from employment and a minimum of fourteen (14) days advance notice is given to the Employer.
- C. If an employee is laid off and requests payment of vacation pay; provided, however, that such vacation pay shall be designated to the period of layoffs.

- D. In the event of the death of an employee, accrued vacation pay shall be paid to the employee's beneficiary, or spouse, in the event that there is no spouse or beneficiary, to the employee's estate.

13.7: Posting of Vacation Leave. The Employer will post on a quarterly basis each employee's available vacation hours credited but not taken.

## ARTICLE XIV

### INSURANCE

14.1: Health Insurance. The Employer will make available a group insurance program covering certain hospitalization, surgical, medical and dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all employees who elect to participate in the insurance program. The insurance program currently provides the coverages listed on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

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

14.2: Payment of Health Insurance Costs. Eligible full time employees are required to pay the following amounts each month towards the premium for single, two person and family coverage of BC/BS PPO 4 and the Blue Cross dental program:

	2009	2010	2011
Single	\$20.00	\$25.00	\$30.00
2 Person	\$40.00	\$50.00	\$60.00
Family	\$45.00	\$55.00	\$65.00

The Employer will pay the remainder of the cost for this coverage; provided however that if the increase in premium as of the beginning of any premium year (February 1<sup>st</sup>) is more than 10% higher than the premium for the prior year all premium costs in excess of a 10% premium increase shall be split on a 50%/50% basis between the Employer and the employee electing to have the insurance coverage and the employee's portion these additional costs will be added to the amounts set forth above. This same cost sharing arrangement will continue in future premium years, with the amount that the Employer paid in any year inclusive of any 50/50 cost-sharing to be the premium figure upon which to base the next year's 10% premium increase. The entire premium cost for sponsored dependent and/or family continuation coverage is to be paid by the employee electing to have the insurance coverage. The Employer agrees to pay the amount that it is paying for single subscriber health care insurance minus the employee contribution amounts set forth above towards the premium for regular part-time employees. The Employer's obligation shall be limited to these amounts.

14.3: Payment of Deductibles and In-Network Co-Pay Amounts. In the event that an employee or their dependents incur medical expenses that are not paid by the insurance carrier solely due to the deductible/in-network co-pay provisions of the BC/BS PPO Medical Plan, the Employer agrees to reimburse the employee on a bi-weekly basis 100% of all co-pays and deductibles except for chiropractic visits and for the \$20 office call rider; provided, however that the Employer will reimburse the co-pays associates with up to 3 office and/or chiropractic visits per covered family member per calendar year. See attached Appendix B.

In the event that an employee or their dependents incur prescription expenses that are not paid by the insurance carrier solely due to the deductible/in-network co-pay provisions of the BC/BS PPO Drug Card Plan, the Employer

agrees to reimburse the employee as follows: The first \$100 will be the responsibility of the employee and the next \$500 will be the responsibility of the Employer. All amounts over \$600 will be the responsibility of the employee. See attached Appendix B.

14.4: Term Life Insurance. During the term of this Agreement, the Employer agrees to maintain for eligible, full-time employees, one and one-half times the salary or capped at \$50,000 term life insurance.

14.5: Insurance Carrier. The Employer reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance programs; provided, however, that the benefits provided shall remain substantially equivalent or better. Prior to changing carriers a special conference will be called to discuss the changes and disputes over whether the benefits are substantially equivalent or better are subject to the grievance procedure.

14.6: Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff, or unpaid leave of absence commences. Employees on Employer-approved leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1<sup>st</sup>) day of the premium month following the date of the employee's return to work. The provisions of this section notwithstanding, the Employer shall continue insurance premium payments for individuals on workers' compensation leaves of absence for a period of up to twenty-four (24) months and for the family of an officer who is killed in the line of duty for a period of thirty-six months.



14.7: Professional Liability Insurance. Upon a request from the Union the president or designate of the local may review the Professional Liability Insurance Policy and applicable payment vouchers during normal working hours at the location that said document is filed.

14.8: Flexible Benefit Plan. The Employer shall put into place a 125K plan to allow employees to use pre-tax dollars for health care premiums and services.

## ARTICLE XV

### RETIREMENT

15.1: Pension. Effective January 1, 2004, the Employer shall enroll all current and future employees in the MERS retirement system. The plan level shall be the B-4 benefit, vesting at 10 years, FAC-5, and the F-50/25 rider. The Employee shall pay 2% of their gross payroll and the Employer shall pay the balance. The Union agrees to not bring any pension improvements to the Employer for a period of 9 years expiring 12-31-2011.

## ARTICLE XVI

### WAGES AND PREMIUM PAY

16.1: Wages. Appendix A attached hereto and made a part hereof contains the annual salaries to be paid to employees in classifications covered by this Agreement. An employee's regular hourly rate of pay shall be determined by dividing the annual salary by 2,080 hours, rounded to the nearest whole cent. Employees shall begin at the "start" rate and shall progress from step to step in the wage classification upon completion of the specified period of time in that classification.

16.2: New Classifications. If the Employer establishes a new classification covered by this Agreement, the Union shall be provided prior to the implementation of the classification with the title of the new classification, a brief description of the job to be performed and the proposed wage rate. The Employer agrees to bargain with the Union upon request over the wage rate for

the new classification.

16.3: Overtime Premium Pay. Time and one half (1 1/2) the employee's straight time regular rate of pay shall be paid for all hours worked in excess of an employee's regular schedule (8, 10 or 12 hours) or eighty (80) hours within a two (2) week work period. For purposes of this section, hours worked shall include time on paid leaves of absence, hours of paid vacation and all hours actually worked.

16.4: Call-In Pay. Employees called in to work at a time other than their regularly scheduled shift shall be paid for two (2) hours at time and one half (1½) or for the time actually worked, whichever is greater. The hourly pay guarantee of this section does not apply in instances where the employee is required to report early for their regularly scheduled shift or to perform duties past the scheduled termination of their regularly scheduled shift. During the hours that the Department does not provide police coverage, the individual to be assigned a call-in will normally be the employee or employees who most recently went off duty until two (2) hours before the start of the next shift; when it will change to the employee or employees who will next be reporting for duty; provided, however, that the Employer reserves the right to assign the call-in to another individual if that individual can more promptly handle the complaint.

- A. Court Attendance Day. Employees required to go to court regarding matters arising out of law enforcement duties on days other than regular scheduled work time shall be paid for the actual time spent or two (2) hours, whichever is greater, and said pay will be at the base rate of pay for that employee, or the base overtime rate, whichever might be applicable. The employee must turn in all witness fees in order to receive court time pay.

16.5: Pyramiding. There shall be no pyramiding or duplication of overtime premium hours or pay or call-in guarantee hours or pay or holiday premium pay.

16.6: Longevity Pay. All regular, full-time employees shall be eligible for longevity pay in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Longevity Payment</u>
Less than five years	\$ -0-
At least five years but less than eight years	\$180
At least eight years but less than eleven years	\$205
At least eleven years but less than fourteen years	\$230
At least fourteen years but less than seventeen years	\$300
At least seventeen years but less than twenty years	\$350
At least twenty years	\$425

Longevity pay will be paid in December by a separate check to those employees in the active service of the Employer as of December 1 of a particular year. In order to be eligible for the full longevity payment, an employee must have accrued one complete year of continuous service during the immediately previous period from December 1 to November 30. Employees who accrue less than a complete year of continuous service during the period receive a pro rata reduction in their longevity payment. For purposes of this Section, continuous service shall mean the length of unbroken service beginning with the employee's last date of employment with the Employer. Employer-approved leaves of absence and layoff do not break an employee's continuous service; but time when on unpaid leaves of absence, layoff, or any other time not directly paid for by the Employer shall be disregarded when calculating an employee's continuous service.

## ARTICLE XVII

### MISCELLANEOUS

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

17.2: Bulletin Board. The Employer agrees to maintain and furnish a suitable

bulletin board in a convenient place for the posting of Union notices and other materials, which are not defamatory. The person posting each notice on the bulletin board shall sign his or her name to the notice posted. Unsigned notices shall be removed from the bulletin board by the Union at the request of the Employer.

17.3: Re-employment Following Active Military Service. Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to re-employment rights in accordance with the Federal and State statutes governing such re-employment rights in effect at the time the individual seeks re-employment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the employee is notified of acceptance and departure dates. Individuals re-employed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

17.4: Animal Pick Up. Employees will not be required to pick up animals on patrol cars except in emergency situations.

17.5: Uniforms, Uniform Cleaning and Special Clothing Allowance. The Employer will provide uniforms to all employees required to have uniforms, and including the dispatchers. For the purposes of this section, the dispatcher uniform needs shall be four (4) summer shirts, four (4) pairs of pants, one (1) winter jacket and one (1) summer jacket.

- A. The Employer will provide a special clothing allowance to officers assigned to special duty (for example, undercover duty), where the officer is required to wear clothes other than a uniform. This allowance shall be paid for special duty assignments that are expected to be longer than six (6) months in duration. Such allowance will be paid at the rate of four hundred (\$400.00) dollars over a year. Payment will be two hundred (\$200.00) dollars at the beginning of the special duty and every six (6) months thereafter

while on special duty.

- B. The Employer shall pay the cost of necessary dry cleaning of uniforms at a location selected by the Employer.

17.6: Outside Employment. No employee shall work at other employment which would lead to a conflict of interest or impair their performance as an employee of the Sheriff's Department. Written permission from the County Sheriff must be obtained before any outside work or employment is undertaken. If supplemental employment would violate this policy, the employee shall resign either the supplemental employment or their position with the Sheriff's Department. All approvals of supplemental employment will be reviewed on an annual basis by the County Sheriff.

17.7: Pay Period. Employees shall be paid every two weeks.

17.8: Police Cars. All cars shall be properly maintained and serviced at all times. Employees will not be required to drive vehicles that are in an unsafe condition.

17.9: Personal Property. Watches, eyeglasses and other items of personal property of employees with a value of less than two hundred (\$200.00) dollars (\$300.00 for glasses or contacts) damaged in the employee's line of duty shall be repaired or replaced by the Employer.

17.10: Miscellaneous. Per Diem, housing and meal allowances will be as follows:

- A. Housing: As approved by the Board of commissioners, or elected department head.
- B. Meals: Maximum allowable will be (receipt required)
  - \$ 5.00 Breakfast
  - \$10.00 Noon meal
  - \$15.00 Evening meal

- C. County sponsored group meals must be approved in advance.
- D. Charge for individual meals will be authorized only when the individual is required to eat outside the County except if required by court order.
- E. Use of Personal Vehicle. Whenever an employee is required to use their personal vehicle on the business of the County, they shall be accorded mileage at the rate of twenty-five (\$.25) cents per mile. No mileage allowance will be made without prior approval of the department head prior to the use of the employee's vehicle.
- F. Training and Training School. The Employer will provide, at the Employer's expense up to twenty-four (24) hours of training for officers and up to ten (10) hours of training for dispatchers per year. The cost of such training will include the cost of any training school, mileage and travel costs. Employees will be paid straight time for actual time spent attending scheduled training. If the training is held outside of Missaukee County, employees will be paid straight time for travel to and from the training location, with the Sheriff's Office being the start and finish of the travel time. No time will be charged to the county above the actual training and travel time for overnight stays if the training requires overnight accommodations. All training and selections of training under this section will be at the discretion of the Sheriff.

17.11: Residency. All employees must live within a twenty- (20) mile radius of Missaukee County geographic borders. All employees must comply with this section within eighteen (18) months of their date of hire.

17.12: Removed from contract

17.13: Severability. If any section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of

competent jurisdiction, or if compliance with or enforcement of any section should be ruled invalid by such tribunal, the remainder of the Agreement and addendum's shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Section.

17.14: Intent and Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which contains all of the economic and non-economic conditions of employment, supersedes all prior agreements or understandings, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in the grievance procedure hereunder or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to in this Agreement even though said subject matter may not have been made within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Specifically, the Union agrees it has waived its right to notice, to demand bargaining, or to bargain over any matter reserved to the Employer pursuant to the Management Rights provisions of section 4.1 during the term of this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by all parties.

17.15: Term of Agreement. This Agreement shall become effective as of January 1, 2009 and shall remain in full force and effect through December 31, 2011 at 11:59 p.m. and thereafter for successive periods of one (1) calendar

year unless either party shall on or before the ninetieth (90<sup>th</sup>) calendar day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. The parties agree to commence negotiations for a successor collective bargaining agreement two (2) months prior to its expiration.

The written notice referred to in this Section shall be given by mail and if given by the Employer, shall be addressed to POLC, 667 East Big Beaver Road, Suite 205, Troy, Michigan 48083 and if given by the Union, shall be addressed to the County at the Missaukee County Clerk's Office, P.O. Box 800, Lake City, MI 49651, or at such other addresses as the parties may designate in writing.

POLICE OFFICERS LABOR COUNCIL

MISSAUKEE COUNTY

-----  
Mike Wronko, Business Agent

-----  
Susan Rogers, Chairman

MISSAUKEE COUNTY DEPUTY  
SHERIFFS ASSOCIATION

SHERIFF OF MISSAUKEE COUNTY

-----  
Michael Wiers, President

-----  
James D. Bosscher, Sheriff

-----  
Monie Shafer, Vice-President



APPENDIX A  
WAGES

I. Effective the first full pay period on or after January 1, 2009, the following wage rates shall be in effect (3.00% increase)(The salary figures for Sergeant will be \$2,250.00 over the wage of Deputy Sheriff):

Classification	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Deputy Sheriff	31,613	34,604	37,946	42,153	
	\$ 15.1989	\$ 16.6369	\$ 18.2433	\$ 20.2662	
Sergeant	33,863	36,854	40,196	44,403	
	\$ 16.2802	\$ 17.7182	\$ 19.3250	\$ 21.3475	
Disp/Corrections	27,760	30,342	33,311	36,954	
	\$ 13.3461	\$ 14.5878	\$ 16.0150	\$ 17.7665	
Sergeant	30,010	32,592	35,561	39,204	
	\$ 14.4278	\$ 15.6692	\$ 17.0966	\$ 18.8480	
Cook	18,489	19,222	19,957	20,689	24,066
	\$ 8.8891	\$ 9.2417	\$ 9.5948	\$ 9.9469	\$ 11.5706
Part-time Cook	\$ 8.8891				

II. Effective the first full pay period on or after January 1, 2010, the following wage rates shall be in effect (2.50% increase)(The salary figures for Sergeant will be \$2,250.00 over the wage of Deputy Sheriff):

Classification	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Deputy Sheriff	32,403	35,469	38,894	43,206	
	\$ 15.5785	\$ 17.0524	\$ 18.6993	\$ 20.7725	
Sergeant	34,653	37,719	41,144	45,456	
	\$ 16.6600	\$ 18.1341	\$ 19.7807	\$ 21.8538	
Disp/Corrections	28,454	31,100	34,143	37,877	
	\$ 13.6798	\$ 14.9521	\$ 16.4152	\$ 18.2105	
Sergeant	30,704	33,350	36,393	40,127	
	\$ 14.7615	\$ 16.0336	\$ 17.4966	\$ 19.2918	
Cook	18,951	19,702	20,455	21,206	24,667

	\$ 9.1111	\$ 9.4723	\$ 9.8345	\$ 10.1953	\$ 11.8594
Part-time Cook	\$ 9.1111				

III. Effective the first full pay period on or after January 1, 2011, the following wage rates shall be in effect (2.50% increase)(The salary figures for Sergeant will be \$2,250.00 over the wage of Deputy Sheriff):

Classification	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Deputy Sheriff	33,213	36,355	39,866	44,286	
	\$ 15.9678	\$ 17.4783	\$ 19.1665	\$ 21.2914	
Sergeant	35,463	38,605	42,116	46,536	
	\$ 17.0495	\$ 18.5600	\$ 20.2480	\$ 22.3730	
Disp/Corrections	29,165	31,877	34,996	38,823	
	\$ 14.0218	\$ 15.3257	\$ 16.8252	\$ 18.6653	
Sergeant	31,415	34,127	37,246	41,073	
	\$ 15.1033	\$ 16.4072	\$ 17.9067	\$ 19.7466	
Cook	19,424	20,194	20,966	21,736	25,283
	\$ 9.3388	\$ 9.7089	\$ 10.0799	\$ 10.4500	\$ 12.1556
Part-time Cook	\$ 9.3388				

APPENDIX B  
INSURANCE COVERAGE

A. Major Medical/Comprehensive Insurance

1. Health insurance. Community Blue 4 (\$500/\$1000 deductible, \$1,500-\$3,000 co-pay at 80/20 in Network, \$500.00 Preventative Services, \$20.00 Office Visit Rider, \$10.00 Generic/\$40.00 Brand Name RX. In addition, the County will offer Community Blue 1 (\$10.00 Office Visit Rider, \$10.00 Drug Co-pay) provided that the minimum number of employees sign up for any of the alternative programs to meet the BC/BS requirements to offer the alternative program and with the understanding that the employee will pay the full difference in premium between the two plans.

2. Dual coverage. If an employee provides evidence of health care coverage with another carrier, the employee may elect to receive \$300 per month in lieu of health and dental insurance, subject to the terms of change in status in eligible coverage.

B. Dental. The dental insurance program provides the following coverage's through Delta Dental:

\$800 maximum yearly amount

Class I (50/50 co-pay)

Class II (50/50 co-pay)

Class III (50/50 co-pay)

Orthodontics at \$600 a lifetime

Delta Dental will pick up the first \$600 of the yearly amount and the employee will have to turn in billings to the County Clerk for the additional \$200 of benefits.

