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BY
GARY R. KLACKING
OGEMAW COUNTY CLERK

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AGREEMENT

BETWEEN

COUNTY OF OGEMAW

-AND-

OGEMAW COUNTY SHERIFF OFFICE

-AND-

**POLICE OFFICERS LABOR COUNCIL
OGEMAW COUNTY SHERIFF DEPARTMENT
COMMAND OFFICERS UNIT**

OCTOBER 1, 2009 Through SEPTEMBER 31, 2012

RECEIVED JUN 29 2011

AGREEMENT

This Agreement made and entered into 15th day of October, 2009, by and between the Ogemaw County Sheriff, hereinafter referred to as "Sheriff," the Ogemaw County Board of Commissioners, hereinafter referred to as the "County" and the Police Officer's Labor Council, hereinafter referred to as the "Union."

RECOGNITION

Section 1.0: Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public "Acts of 1965, as amended, the County hereby recognized the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment as set forth in this Agreement, for the employees employed by the Ogemaw County Sheriff Department in the following described unit:

All Lieutenants and Sergeants of the Ogemaw County Sheriff Department, excluding the Jail Administrator and all other employees.

Section 1.1: Extra Contract Agreements. The County agrees not to enter into any agreement with any other labor organization with respect to the employees covered by this Agreement nor any agreement or contract with employees covered by this Agreement, individually or collectively, which conflicts with the express terms of this Agreement, during the term of this Agreement unless otherwise agreed to by signed Letter of Understanding.

Section 1.2: New Classifications. If, during the term of this Agreement, the County desires to establish a new classification, it shall give notice to the Union not less than thirty (30) days prior to the implementation of the new classification. Said notice shall include the title of the new classification, a brief general description of the job to be performed and the proposed wage rate. The County agrees to negotiate with the Union, upon request, as to the wage rate for the new classification and, if the parties are unable to agree to a wage rate, the position shall be established at the wage rate proposed by the County after MERC Mediation.

REPRESENTATION

Section 2.0: Stewards. The County recognizes the right of the Union to designate a Steward and Alternate from the seniority list of the unit described in Section 1.0. Once the Steward and Alternate are selected, their names will be submitted to the County and the sheriff for their information.

Section 2.1: Duties of Steward. When requested by an employee the Steward or Alternate may investigate any alleged or actual grievance and assist in its preparation. He may be allowed reasonable time off as determined by the Sheriff during working hours without loss of pay or benefits, upon notification and prior approval of his immediate supervisor outside of the bargaining unit. When an employee presents his own grievance without intervention of the Steward or the Alternate, said Steward or Alternate shall be given the opportunity to be present if the employee requests.

Section 2.2: Bargaining Committee. The County agrees to recognize not more than two (2) non-probationary employee of the bargaining unit as a Bargaining Committee, provided however, that during negotiations, no more than one of the said Committee shall be on duty. The Union shall furnish the names of the Committee members to the County in writing. 'The County and the 'Union' shall both have the right to have outside representatives present during negotiations.

COUNTY AND SHERIFF'S RIGHTS

Section 3.0: No Discrimination. The hereto agree that there shall be no discrimination in the application of this Agreement on the basis of race, creed, religion, color, national origin, age, sex, or Union membership, as required by law.

Section 3.1: Rules and Regulations. The Sheriff shall have the right to adopt and enforce rules and regulations concerning standards of conduct and performance of duties of Department personnel and otherwise governing the employment relationship. Such rules and regulations shall not contravene any of the provisions of this Agreement. If the application of any new rule or regulation conflicts with the provisions of this Agreement, then the rule may become a subject for the grievance procedure contained herein. Rules and regulations shall not be applied by the parties hereto in a discriminatory manner.

Section 3.2: Management Rights. The management of the Ogemaw County Sheriff's Department and the direction of its employees including but not limited to the right to determine what work will be done in what order and by whom; the right to determine whether overtime is required and how much; the right to establish standards of performance and conduct in connection with those standards, the right to hire, promote, demote and lay off employees; the right to discipline employees; the right to introduce new methods of work and equipment, the right to determine work scheduled and shifts including the right to make special assignments to secondary road patrols, STING unit,, traffic detail, ORV and Marine programs. In the event the Sheriff desires to add new programs, the program shall be discussed with the Union. The right to decide the number of employees needed at any one time and the right to adopt rules and regulations governing employees' dress, conduct and work performance, shall be vested exclusively in the Sheriff, provided that in the exercise of these rights, the Sheriff shall not violate any of the provisions of this Agreement.

Section 3.3: No Strike. The parties hereby mutually agree and recognize that the services performed by the employees are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of service for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of their work. The Union further agrees that there shall be no strike, sit-down, stoppages or work or any acts that interfere with the services of the County and the Sheriff.

Section 3.4: No Lockouts. The County agrees there shall be no lockouts.

UNION SECURITY

Section 4.0: Agency Shop. As a condition of employment, all employees included in the bargaining unit as set forth in Section 1.0 of this Agreement, thirty-one (31) days after the start of their employment with the County or the effective date of this Agreement, whichever is later, shall either become members of the Union or shall pay the monthly labor service fee that is uniformly required of all Union members to the Union. An employee shall be deemed as in compliance with this section if he is not more than thirty (30) days in arrears of payment of Union dues or the monthly service fee. In the event, an employee becomes delinquent thirty (30) days or more in the payment of such dues or fees, he shall be separated from his employment by the County following written notice and demand thereof by the Union.

Section 4.1: Dues Check-off. Dues shall be paid by payroll deduction. The County agrees to make such payment for all employees upon receipt of a signed Dues Check-off Card from each employee. The Union shall provide the Check-off cards.

Section 4.2: Save Harmless Clause. The Union shall indemnify and save the County and the Sheriff harmless against any and all claims, demands, suits, liability and other actions arising from this Section or compliance therewith by the County.

GRIEVANCE PROCEDURE

Section 5.0: Definition of a Grievance. A grievance is defined as a claim of an alleged violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

Section 5.1: Procedure.

STEP I. The Union or the aggrieved employee shall submit the grievance orally to the Sheriff or his/her designee within three (3) working days after the grievance might reasonably become, known to exist. The Sheriff or his/her designee shall give an oral answer to the Union and the aggrieved employee within seventy-two (72) hours of receiving the complaint. In the event the complaint is not satisfactorily settled at this point, it shall become a grievance and the procedures hereinafter set forth shall apply.

STEP II. The grievance shall be prepared in writing and shall state the facts on which it is based, when they occurred, the Section or Sections of the Agreement which have allegedly been violated and the remedy desired. The written grievance shall be submitted to the Sheriff with a copy to the County Attorney within seventy-two (72) hours of the receipt of the oral answer in STEP I. The Sheriff or his designee shall give a written answer to the Union within seventy-two (72) hours of receiving the written grievance.

STEP III. If the answer in STEP II does not effect a settlement, the grievance shall be referred to the Sheriff or the County Attorney and a representative of the Police Officers Labor Council. They, together with the Steward, shall meet at the office of the Sheriff within fourteen (14) days of the answer in STEP II, for the purpose of discussing the grievance and attempting to reach a solution. Within seven (7) days of the conclusion of this meeting, the Sheriff or the County Attorney shall submit the Employer's decision 'in writing to the Union. In this conference, either party may be represented by legal counsel.

STEP IV. If a settlement is not effected in STEP III, the Union shall have the right to submit the matter to an impartial arbitrator in accordance with the procedures and rules of the Federal Mediation and Conciliation Service, provided, however, that the Union shall give written notice to the Employer of its intention to arbitrate, within twenty (20) days of the receipt of the answer in STEP III. The loser of a coin flip shall have the option of striking the first name from the list and the parties shall alternatively strike names from the list until only one name remains. That person shall be the arbitrator. The parties may reject the entire panel and request another list. The cost of the arbitrator shall be borne equally by the County and the Union.

Arbitrator's Powers: The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He/she shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance, if arbitrability is affirmatively decided. It is the intent of the parties that arbitration shall be used to resolve disputes which arise concerning the express provisions of this Agreement which reflect the only concessions

which the Employer has yielded. The arbitration award shall not be retroactive earlier than the date the grievance was first submitted in writing. The arbitration award shall be final and binding on the Employer, Union and employees. However, each party reserves the right to challenge arbitration or awards there under if the arbitrator has exceeded his jurisdiction or has arrived at his award fraudulently or by improper means.

Section 5.2. In all steps of the grievance procedure described above, either the Employer or the Union shall have the right to specify that the aggrieved employee be called in to discuss the details of the grievance in the presence of the proper representatives of both the Employer and the Union.

Section 5.3: General Procedures. Time limits at any step of the grievance procedure may be extended by mutual agreement of the Union and the Employer. Such extension agreement shall be reduced to writing and signed by the parties. In the event that the Union does not appeal from one step to another within the time limits allowed, the grievance shall be considered as settled on the basis of the last answer. Failure of the Employer to respond within the time limits shall be considered a denial of the grievance and it may be automatically processed to the next step, including arbitration. Saturdays, Sundays and Holidays shall not be counted as days in the time limits included in this grievance procedure.

Section 5.4: Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract. If any employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. In the event that an Unfair Labor Practice (ULP) is filed by the Union and MERC determines it does not have jurisdiction and remands the matter back for arbitration, the above prohibition shall not apply.

SENIORITY

Section 6.0: Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Ogemaw County Sheriffs Department since the employee's last date of hire. Classification seniority shall be defined as the length of an employee's continuous service in his current classification commencing with his last date of hire in that classification. An employee's "last date of hire" shall be the most recent date upon which he first commenced employment. Employees who commence

employment on the same date shall be placed on the Seniority list in alphabetical order of surnames. Any employee who changes his surname between the time he commences employment and the time he attains seniority shall be placed on the Seniority list according to the first letter of his or her surname at the time of employment.

Section 6.1: Probationary Period. When a new employee is hired, he or she shall be considered a probationary period for the first twelve (12) months of service. Probationary employees off work for ten (10) or more days shall have their probation extended by like amount. During this period of probation, the Union shall represent probationary employees for the purpose of, but not limited to, rates of pay, wages, hours of work and grievances concerning all aspects of this Agreement except those related to discharge or discipline. Probationary employees are at will and may be disciplined or discharged for any or no reason.

Section 6.2: Seniority Accrual. Notwithstanding the provisions herein relative to probationary employees, all employees shall accrue seniority from their last date of hire.

Section 6.3: Seniority List. The Employer shall maintain a Seniority List which shall be updated semiannually and which list indicates name, position, class and seniority date. This list may be viewed by the Union on demand.

Section 6.4. Loss of Seniority. An employee shall lose his seniority if:

- A. He resigns or quits
- B. He is discharged or terminated from work and such discharge is not overturned by the grievance procedure contained herein
- C. He retires
- D. He is convicted of, or pleads guilty or no contest, to a felony or is convicted of a misdemeanor for conduct involving dishonesty or moral turpitude
- E. He is laid off for a period of time equal to his seniority or two (2) years whichever is lesser
- F. He is absent from work including failure to return at the expiration of a leave of absence or extension, vacation or disciplinary layoff for three (3) consecutive working days without notifying the Employer or his designee, except when the failure to notify is due to circumstances beyond the control of the employee
- G. He makes an intentionally false statement on his/her employment application or request for leave of absence.

- H. Inability to return to work for medical reason after expiration of sick leave or leaves of absence or any extension thereof.

Section 6.5: Military Leave. An employee shall be allowed a military leave of absence as mandated by state and/or federal laws upon presentation of official orders requiring said leave. Benefits shall continue during the military leave as required by law.

Section 6.6. An officer off work on a duty disability shall continue to accrue seniority.

HOURS AND OVERTIME

Section 7.0: Work Day. The normal work day for personnel in the bargaining unit shall be either eight (8) or ten (10) or twelve (12) hours in a twenty-four hour period, at the sole discretion of the Sheriff, commencing at 12:01 a.m., and eighty (80) hours in a pay period.

Section 7.1: Pay Period. A normal pay period for full time employees shall be composed of eighty (80) hours in a fourteen (14) day period. The pay period shall coincide with that of other County' employees.

Section 7.2: Overtime. All time worked over the regularly scheduled shift or eighty (80) hours in a pay period for all employees shall be paid at the rate of one and one-half times the employee's' regular hourly rate of pay, except that overtime shall not be paid when more than eight (8), ten (10) or twelve (12) hours are worked in one work. day for said employees as the result Of a regularly scheduled shift change. Provided, however, at least eight (8) hours shall have elapsed between the end of one shift and the beginning of the 2nd shift. If less than eight (8) hours have elapsed between shifts, the employee shall be paid at the rate of time and one-half for all hours worked during the second shift.

Section 7.3: Pyramiding. Hours for which overtime or other premium pay are paid on one basis shall not be counted again for purposes of other overtime or other premium pay.

Section 7.4: Compensatory Time. Employees may elect to bank compensatory time off in lieu of overtime pay provided, however, that compensatory time off may not be banked in excess of thirty two (32) hours. Such compensatory time off shall be computed at the rate of one and one-half hours for each hour of overtime worked. Employees requesting compensatory time off shall submit said request to their immediate supervisor at least forty-eight (48) hours in advance of the date requested. Requests for compensatory time off shall not be denied except for just cause. For the purposes of this section, "just cause" shall be defined as cases of Department emergency whereby all Department personnel, within the classification of the requesting employee are ordered to work or in cases where a replacement employee cannot be

found to fill the vacancy. The Sheriff shall have the right to either fill or not fill the vacancy in his sole discretion.

Section 7.5: Call-In Pay. Any employee ordered in and reporting for work at any time, except when said employee is in a paid leave status such as Workman's' Compensation or sick leave, but excluding vacations and holidays, for any purpose including training sessions, and court appearances shall receive a minimum of three (3) hours pay at one and one-half times his/her regular hourly rate of pay. An employee may be assigned to work in his/her classification to complete the three (3) hours on such calls.

Section 7.6: Shift Swapping. Employees may agree to trade shifts with other employees within the same pay period for one or more days at a time, for their own convenience upon prior notification and approval of the Sheriff or his/her designee. It is understood and agreed that no overtime shall result in any way from such voluntary changes, and, for pay, overtime and scheduling purposes, it shall be presumed that the shift trade did not occur. Under no circumstances shall an employee be permitted to use paid time off to cover the day he/she traded to work.'

Section 7.7: Equalization of Overtime. The Sheriff shall attempt to distribute overtime as equally as possible among the available employees in the classification concerned. Any employee offered overtime and refusing to work shall be charged as having worked all hours offered for equalization purposes. Notwithstanding the provisions of this section, emergency overtime work maybe performed by any available qualified personnel in the classification which normally performs such work. Employees will not be considered for overtime while they are on vacation or leave 'of absence either with or without pay, unless so required by a Department emergency. Employees who were not offered overtime in error shall be offered the next available overtime.

HOLIDAYS

Section 8.0: The following days shall be recognized as holidays of the Ogemaw County Sheriffs Department:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Easter	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Years Eve Day
Martin Luther King Day	

All fulltime employees covered by this Agreement shall receive eight (8) hours pay at their regular straight time rate of pay exclusive of all premiums for each of the above recognized holidays in addition to any regular wages paid for the holiday. All fulltime employees covered by this Agreement who work on New Year's Eve Day, New

Year's Day, Easter, Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, or Christmas Day will be paid one and one-half times their hourly rate for all hours worked on such day in addition to eight (8) hours of holiday pay.

Section 8.1: Pay. All payments of holiday pay shall be paid in the pay period in which the holiday occurs.

Section 8.2: Holiday Eligibility. Any employee who is on vacation when one of the holidays enumerated in Section 8.0 occurs shall receive an additional eight (8) hours of vacation or holiday pay at his option. A new employee shall not be eligible for any holiday pay during the first thirty (30) days of his employment, to be eligible for holiday pay, an employee must have worked his scheduled hours on the last scheduled work day preceding the holiday and on the first scheduled work day following the holiday, providing, however, that absence due to illness or other compelling personal reasons supported by adequate proof of the same shall not disqualify an employee for holiday pay if he meets all of the other conditions stipulated.

Section 8.3: Days Off. Any holiday which occurs on an employee's regular day off and for which the employee is paid will not be considered as time worked for overtime purposes.

Section 8.4: Personal Holidays. All employees except newly hired employees shall receive five (5) personal days on October 1st of each year to be used in the fiscal year at the discretion of the employee subject to the limitations enumerated subsequently herein.

Newly hired employees shall receive personal days in the calendar year of hire in accordance with the following schedule:

- A. Hired between October 1 through January 31, accumulate four (4) personal days
- B. Hired between February 1 through May 31, accumulate three (3) personal days
- C. Hired between June 1 through September 31, accumulate two (2) personal days

Prior notice of the use of such personal holidays shall be given to the employee's supervisor at least forty-eight (48) hours in advance. More than one (1) personal holiday may be taken at any one time providing that the Employer is notified. However a personal holiday shall not be used to work outside employment. A properly submitted request for a personal holiday(s) (other than to work outside employment) shall be approved by the immediate supervisor and will not be denied except for reason of "just cause." For purposes of this section, "just causes" shall be defined as cases of

employee absence(s); Department emergency whereby all Department personnel within the classification of the requesting employee are ordered to work; or in cases where a replacement employee cannot be found 'to fill the vacancy. The sheriff shall have the right to fill or not fill the vacancy in his sole discretion. Personal holidays not used in the calendar year will be reimbursed by the 2 pay day of October in the next year at the rate Of Forty (\$40.00) Dollars per day, except when personal days were requested and. denied for reasons set forth above and the employee was unable to take said days prior to the end of an to the of the calendar years, in which case the employee' shall be reimbursed at his/her regular hourly wage for all hours not used.

VACATIONS

Section 9.0: Vacation Periods. Beginning January 1, 1995, all employees will earn a portion of their annual vacation each pay period. The amount earned each pay period will equal the amount of vacation for which an employee is eligible divided by twenty-six (26) pay periods. On January 1, 1995, all unused vacation will be placed in each employee's bank. Each employee will maintain a bank of his earned and unused vacation with a maximum allowable accumulation in each bank of 200 hours. All vacation earned after the employee has accumulated 200 hours will be lost so long as the unused vacation in the, bank is 200 hours.

For employees on the payroll on December 31, 1994, length of seniority as employee's anniversary date shall determine eligibility for vacation hours according following schedule:

After 1 year	40 hours
After 2 years	80 hours
After 5 years	12 hours plus eight (8) hours for each year in excess of five (5) years seniority up to a maximum of 168 hours providing that an employee on an approved leave of absence, such as sick leave or workers' compensation in excess of ninety (90) days, would not earn vacation time during such leave, but would retain any unused vacation which may be taken up on his return to work.

For employees hired on or after January 1 1995, length of seniority as of an employee's anniversary date shall determine eligibility for vacation hours according to the following schedule:

After 1 year	40 hours
After 2 years	80 hours
After 5 years	120 hours

providing that an employee on an approved leave of absence, such as sick leave or workers' compensation in excess of ninety (90) days, would not earn vacation time during such leave, but would retain any unused vacation which may be taken up on his return to work.

Section 9.1: Final determination of vacation schedules is left to the determination of the Sheriff, taking into account the needs of the Department. In any event, an employee must be given the opportunity to take time off for vacation purposes before the end of this anniversary year.

Section 9.2: Prior to April 1st of each year, vacations shall be scheduled with the Sheriff. In determining the vacation schedule, the most senior employee (time in grade and classification) shall be the first to choose vacation, followed by the next senior and so on until each employee has made his initial choice of dates. To equalize prime vacation time, each employee shall be limited to scheduling up to ten (10) days of his vacation on his first selection. The ten (10) days so selected may be used during any available vacation period. After each employee has made his first selection, then each employee shall select the balance of his vacation in the same order that his initial selection was made.

Section 9.3: Advance Pay. Eight (8) hours of vacation shall mean eight (8) hours at the individual employee's regular hourly rate, excluding shift premiums. Upon request at least two (2) weeks in advance of the starting date of an employee's vacation, an employee shall be given his vacation pay covering the amount of vacation he is currently taking. Such payment shall be made on the last pay day preceding the commencement of his vacation.

Section 9.4: Should an employee be off sick during his scheduled vacation time, he may be permitted to change his vacation to another date which will not conflict with another employee's vacation. Consideration of such a request is contingent upon prompt notice and proof of illness to the Sheriff.

Section 9.5: When an employee quits, is discharged, retires or dies, he or his heirs shall be paid for all unused accumulated or earned vacation.

Section 9.6: When an employee returns from military leave of absence, the total time of military service shall be counted for seniority purposes in determining the number a vacation hours for which he is eligible.

Section 9.7: Vacations shall be taken in forty (40) hour increments. However, in unusual situations, and with the prior approval of the Sheriff, vacations may be taken in lesser increments.

SICK LEAVE

Section 10.0: Sick leave shall accumulate at the rate of eight (8) hours for each month of service up to a maximum accumulation of seven hundred sixty-eight (768) hours providing however, that an employee on an approved leave of absence such as sick leave or workers' compensation in excess of ninety (90) days, would not earn sick leave.

Section 10.1: In the event that an employee retires on a regular pension or disability pension, or dies, he or his heirs shall be paid for all unused, accumulated sick leave at the rate of Thirty and No/100 (\$30.00) Dollars for each day of such sick leave.

Section 10.2: In the event an employee terminates his employment through a voluntary quit with twenty-one (21) days notice, he shall be paid for all unused, accumulated sick leave at the rate of Thirty and No/100 (\$30.00) Dollars for eight (8) hours of sick leave.

Section 10.3: Sick leave may be used only in cases of actual sickness, except that a maximum of ten (10) days of paid sick leave per calendar year shall be granted for illness of immediate family members (as defined in Section 11.0). Such absences shall be charged to accumulated sick leave.

An employee shall promptly notify the Sheriff or his designee of any illness or disability of himself or immediate family member which will prevent him from working. Proof of illness and basic nature of illness, by means of a signed statement from a physician, may be required by the Sheriff for any absence in excess of three (3) consecutive working days or when patterns of illness exist which lead management to suspect abuse or if the Employer has reason to believe the employee is abusing sick leave. If the Sheriff or his designee suspects that the employee is abusing such leave, he/she will warn the employee before requiring proof of illness, but the Sheriff or his/her designee may discipline an employee in cases of violation of this section.

By the second payroll of October of each year, an employee shall be paid for all unused sick leave in excess of seven hundred sixty eight (768) hours, at the rate of Thirty and No/100 (\$30.00) Dollars for each eight (8) hours of unused sick leave.

An employee returning from sick leave will resume the classification and shift he previously held, provided that he can do the work.

Accumulation of sick leave shall not begin until thirty (30) days from the date of employment.

An employee whose personal illness extends beyond the period for which compensation is received shall be granted such additional leave of absence without pay, as is necessary for the complete recovery from such illness, provided such additional leave does not exceed a total of six (6) months, which time may be counted towards FMLA Notwithstanding anything to the contrary, additional non-paid sick leave may be granted at the sole discretion of the County Upon return to work from such

leave, an employee shall be assigned to a like position to the one he held at the time he became sick. An employee requesting such leave shall submit a certificate signed by a physician indicating the need for such leave. In the event of any dispute under this provision, the employee shall submit himself to an examination by a Doctor designated by the Sheriff. The cost of this examination shall be borne by the County.

Section 10.4: Family and Medical Leave.

- A. A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months may request an unpaid personal leave of absence for a period not to exceed twelve (12) weeks in one (1) calendar year for the following reasons. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the Sheriff or his designee.
 - (1) A serious health condition that makes the employee unable to perform the functions of his/her position;
 - (2) In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
 - (3) Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter;
 - (4) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter; or
 - (5) To attend an educational institute, or for other reasons deemed appropriate by the Employer
- B. The Employer may require employees to exhaust all accrued paid leave prior to an unpaid leave of absence.
- C. When a husband and wife are both entitled to leave and are employed by the employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) workweeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.
- D. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.

- E. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.
- F. It is the intent of the Employer and Union that this agreement fully comply with the requirements of the Family and Medical Leave Act of 1993..
- (1) Continuation of Benefits. All personal leaves of absence shall be without pay and benefits. The only exception to this policy is that the Employer shall continue to pay health insurance premiums for eligible employees employed for at least one (1) year and who have at least 1250 hours of service in the past twelve (12) months, for up to twelve (12) weeks while the employee is on approved leave of absence under conditions (1), (2), (3) or (4) listed in Section A above. This twelve (12) week period shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick time (except under conditions (3) or (4) listed in Section A above), vacation time, or approved personal leaves of absence under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid personal leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. Employees may continue insurance coverage's at their own expense during approved, unpaid leaves of absence. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.
 - (2) Reinstatement After Leave. When a leave of absence under conditions (1), (2), (3) or (4) of Section A is granted for more than twelve (12) weeks, unless the employee has earned time off in excess of the twelve (12) weeks, the Employer does not guarantee that the employee will be reinstated in his/her former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer.
 - (3) Notice. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

(a) Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;

(b) Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.

(4) Certification for medical leaves. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:

(a) The date on which the serious health condition commenced;

(b) The probable duration of the condition;

(c) The appropriate medical facts within the knowledge of the health care provider regarding the condition;

(d) When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;

(e) When applicable, a statement that the employee is unable to perform the functions of the position of the employer;

(f) In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;

(g) In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and

(h) When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

- (5) Second Opinion. In any case where the Employer has reason to doubt the rapidity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.
- (6) Resolution of conflicting opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may enquire, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designed or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both the Employer and employee.
- (7) Subsequent re-certification. The Employer may require that the eligible employee obtain subsequent re-certifications on a reasonable basis.

BEREAVEMENT LEAVE

Section 11.0: Death in the Immediate Family. In the event a death occurs in the immediate employee, he/she shall be entitled to twenty-four (24) hours off with pay.

Additional time off without pay may be authorized by the Sheriff or the officer may use accrued vacation or sick time. Immediate family is defined as:

Parent, wife or husband, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren.

Section 11.1: An employee will be allowed eight (8) hours off with pay to attend the funeral of other close relatives at the discretion of the Sheriff, provided such funeral day is a normal work day scheduled for the employee.

UNION BUSINESS LEAVE

Section 12.0: State and National Conferences. Upon advance notice and with approval of the Sheriff, leaves of absence without pay for a period of not to exceed ten (10) days will be granted to no more than two (2) employees to attend State and National Conferences. Seniority will accumulate during such leaves.

LAYOFF AND RECALL

Section 13.0: Definition. Layoff shall be defined as a separation of employees from the active work force Recall shall be defined as a return to work at a permanent position in the Department from such layoff.

All part-time, temporary or probationary employees shall be laid off prior to any layoff of permanent employees.

Layoff of employees in the bargaining unit shall be in inverse order of seniority within the Sheriffs Department providing, however, the employees remaining shall have the necessary qualifications and ability to perform the remaining work. In the event the person remaining does not possess the necessary certification or ability, then the least Senior employee without the certification shall be the person laid off.

A party changing jobs as a result of a layoff shall assume the new job at the highest rate of pay set forth if such rate of pay is less than his former rate. In the event the change jobs as a result of layoff would result in an increase in pay, the employee shall be paid the lowest rate for the new job, providing said rate is not less than his former rate of pay.

All employees shall have twenty-one (21) days advance notice before a layoff.

Nothing in this section shall prohibit an employee with enough seniority to avoid layoff, to accept a voluntary layoff. If an employee takes such action, he or she must do) with the full knowledge that recall shall be in inverse order of layoff without regard to his her seniority.

Section 13.2: Recall. Employees on layoff status who retain seniority shall be recalled for any permanent position which becomes open or for any temporary position which will last thirty (30) days or more in which they had previously held permanent status and for which they are qualified. Such recalls shall be in inverse order of layoff with the last person being ld off recalled first. The Sheriff shall notify the employee of recall by Certified Mail to the employee's last known address and, if the employee does not report within ten (10) days the date the letter is sent, or such longer time as shall be

acceptable to the Sheriff, the employee shall be deemed to have refused recall and be considered as a voluntary quit. The Sheriff may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure.

DISCIPLINARY ACTION

Section 14.0: Written Notice. In the event the Sheriff takes disciplinary action against a non-probationary employee involving a written reprimand, a suspension or discharge, the Sheriff or County Attorney shall furnish the employee and the Union with a written notice sufficient to inform the employee of the nature of the acts or conduct which have given rise to the disciplinary action. Such statement shall be furnished at the time the penalty is imposed. The Sheriff or his designee shall notify the Union if a probationary employee is terminated.

Section 14.1: Past Infractions. In imposing any discipline on a current charge, the Employer will not base his decision upon any prior infractions which occurred more than two (2) years previously, unless the previous infraction is directly related to the current charge.

Section 14.2: Just Cause. All disciplinary action imposed shall be for just cause, subject to the Sheriffs rights under M.C.L.A. 51.70. Any question of just cause shall be resolved through the grievance procedure. Probationary employees shall not be entitled to any the benefits and procedures of this section.

PROMOTIONS

Section 15.0: Promotions. The Sheriff shall consider qualified employees of the Department for promotional opportunities that become available. All promotional opportunities shall be posed on the Union Bulletin Board for a period of ten (10) days. Any employees possessing the necessary qualifications may apply for the position within the posting period. Each employee applying shall be interviewed by the Sheriff. The Sheriff shall, in his complete discretion, select the employee for promotion based upon the employee's experience, his ability to perform the available work, his training and background. Any employee who is a member of the bargaining unit on February 1, 1999 (and to include Undersheriff Surbrook), and thereafter who is promoted to the position of undersheriff shall have his seniority frozen on the date of transfer except that he may accrue an additional twelve (12) months seniority while serving as undersheriff. The individual so appointed may bump back into the bargaining unit at any time using his last seniority plus the time, spent as undersheriff (with a maximum allowable time of twelve months) for bumping purposes. Upon rejoining the bargaining unit, the "bump

back" seniority would be the starting basis for the employee's selection right with regard to vacation and shift preference and also with regard to layoff.

RETIREMENT

Section 16.0: The Municipal Employees Retirement System Plan B-4 with a FAC 3 Rider, Benefit Program E2, F55 Rider (full retirement at age 55 with 15 years of service) and F50 Rider (full retirement at age 50 with 25 years of service) shall be continued for all employees covered by this Agreement.

Effective as soon as practicable after execution of the contract in 2000, the MERS 20 years of service and out option shall be provided to the bargaining unit members.

Effective upon the signing of the 2005 Agreement, the "20 years of service and out (no age required) option" will not be available to new employees thereafter promoted/transferred into the bargaining unit, and the employee contribution rate shall be capped at nine and one-half percent (9.5%) for all bargaining unit members.

Effective upon the signing of this 2008 Agreement the employee contribution shall be seven and one-half percent (7.5%).

Section 16.1. Employees promoted into the Bargaining Unit who were hired under the Employer's Defined Contribution Pension Plan will continue in that plan.

UNIFORMS

Section 17.0: Uniforms Provided. The Employer agrees to provide the following uniforms and equipment:

Four winter shirts	Four pairs of trousers
Four summer shirts	One summer hat
One pair plain black shoes or boots	
All uniform accouterment (limited however to two badges and two name plates)	
One helmet with face shield	One winter jacket
One complete set of leather	One spring jacket
One riot baton	

The Detective shall receive one complete uniform as provided the Deputies. In addition, the Detective shall be allowed an annual cash clothing allowance of \$400.00 a year or elect to be reimbursed up to \$400.00 annually for clothes purchased upon presenting the Employer with receipts.

County money allocated for equipment shall be equally divided among employees receiving equipment each year. Employees may replace equipment by

drawing on their individual accounts provided that replacement equipment complies with the uniform dress code prescribed by the Sheriff. Monies not used by an employee may not be carried to following years.

Section 17.1: Any equipment or uniforms provided by the County with the exception of the shoes or boots, remain the property of the County and shall returned to the County in the event an employee terminates his employment with the County.

Section 17.2: In the event any personal property of an employee is lost or destroyed when an employee is in the performance of his duty, a claim may be submitted to the Board of Commissioners for reimbursement of the lost or destroyed article. Each claim will be considered by the Board on its individual merits, and the determination of the Board shall be final and not subject to the Grievance procedure.

WAGES AND PREMIUMS

Section 18.0: Wages: See Appendix A for classification and rate schedule.

Section 18.1: Shift Premium. Shift premium shall be paid according to the following schedule:

6:00 a.m. to 2:00 p.m.	No premium
2:00 p.m. to 10:00 p.m.	\$2.50 per shift
10:00 p.m. to 6:00 a.m.	\$2.75 per shift

In the event an employee's Work schedule overlaps any of the above shifts, he will be paid shift premium for the entire shift if he works in excess of four (4) hours on the premium shift.

Section 18.2: Education Premium. The County will provide the following annual premium to employees having a degree from a recognized junior college, college or university:

- a) \$100.00 to employees with an associate degree
- b) \$200.00 to employees with a bachelor's degree
- c) \$300.00 to employees with a master's degree
- d) \$400.00 to employees with a doctorate degree

Payment of the above sum will, be bay. separate check and in addition to the base hourly rate paid employees. To be eligible for payment, the employee must have the degree on January 1st of the payment year. Newly hired employees with a degree shall

not be eligible for this premium until the January 1st following hire except in the case of any employee who is hired on the 1st, 2nd, or 3rd day of January.

Section 18.3 – Longevity. Bargaining Unit members shall receive an annual longevity payment paid each year on their anniversary date of employment based on the following schedule:

0-4	years of employment =	\$100.00
5-9	years of employment =	\$150.00
10-14	years of employment =	\$200.00
15 & over		= \$250.00

HOSPITAL AND MEDICAL INSURANCE

Section 19.0: Hospital and Medical Insurance. The County will pay the full cost of hospitalization at a level equal to Blue Cross PPO Plan 2, with the primary plan being a PPO 14 with the employee being reimbursed to the PPO 2 level. If the employee has "brought-up" to a PPO Plan 1, the coverage is provided will be a PPO 14 reimbursed to the PPO Plan 1 level.

The Employer may reconfigure the primary insurance/reimbursement ratio provided the coverage provided employees remains at the PPO 2 level, (or PPO-1 if "brought-up) as set forth above..

Employees will be provided with a 3 tier open formulary prescription plan with a \$15/\$50/\$100 co-pay. The employee shall be reimbursed for any cost above \$10 for tier 1 and \$15 dollars for tiers 2 and 3, for a 30 day supply and \$20-\$30 for a 90 day supply.

The method for reimbursement shall be run through each individual department with designated line item. The employee will provide a verification sheet from the pharmacy for reimbursement indicating a generic brand medication was not available for purchase.

The parties agree that there will be a percentage payroll deduction per payroll for the cost of the health, (Appendix A), Drug Rider (Appendix B), Dental (Appendix D), and Optical (Appendix C) insurance, at individual employee subscriber rate of ten percent (10%) of the premium.

In the event that the total premium increases over fifteen percent (15%) in any one year the Employer and employee will split the amount over the employees required ten percent (10%) premium share amount, up to a maximum additional amount of \$420.00. per year. In the event the total premium exceeds that amount this Agreement will reopen for the singular purpose of renegotiating Health Insurance.

These payroll deduction payments shall apply to medical, dental and optical insurances.

Section 19.1: Voluntary Re-Opener. Should either party find a health insurance plan at a lower cost, upon mutual agreement the contract can be opened for the purpose of health insurance only.

Section 19.2: Employee Opt-Out. The Employer will pay employees, who have health insurance from another source and who sign a waiver form, \$208.33 per month.

Section 19.3: Plan PPO-2 Buy-Up. Each year each employee will be given the opportunity, at the County's open enrollment period, to buy up to Community Blue PPO Plan 1. The open enrollment period is the only time that any employee may make this change and they would have to continue that until the next open enrollment period and pay all premium differences for that election.

The Plan will only be allowed if participation within the Plan meets with Blue Cross/Blue Shield underwriting approval. Also, a current suffix must be available in order to change to the Plan. All employees electing this suffix will be in the same suffix and not broken out by their own Union suffix.

Section 19.4: Life Insurance. The County shall provide each covered employee with life insurance in the amount of Twenty Thousand and No/100 (\$20,000.00) Dollars with an accidental death and dismemberment rider.

Section 19.5: Optical Insurance. The County will provide an Optical program with a Twelve and 50/100 (\$12..50) Dollar co-pay provision shall be continued for the duration of the contract.

Section 19.6: Dental Insurance. : The county will provide a Dental Plan for all covered employees with the following dental benefits..

No Deductible: The Plan pays reasonable charges for covered expenses with no deductible.

Coinsurance:

Class I: Diagnostic services, preventive services, and palliative treatment are covered at 100% of reasonable charges.

Class II: Restorative, endodontic, periodontic services, oral surgery, repairs, adjustments and relining of dentures and bridges and adjunctive general services are covered at 75% of reasonable charges.

Class III: Construction and replacement of dentures and bridges covered at 75% of reasonable charges.

Class IV: Orthodontic services are covered at 50% of reasonable charges.

Annual Maximum: Each member is entitled to maximum benefits of \$1,000.00 every contract year.

Orthodontic Lifetime Maximum: Each member (up to age 19) has a lifetime maximum of \$1,000.00 available for orthodontic services.

Section 19.7: Whenever a seniority employee shall be on an approved leave of absence because of illness after having exhausted his accumulated sick leave, the County shall continue to provide the benefits of Section 190 and Section 19.1, 19.2 and 19.3 (if applicable) for each employee for the duration of such leave of absence or, for six (6) months, whichever is less.

Section 19.8: Liability Insurance. The County will provide liability insurance for employees.

TRAINING

Section 20.0: The Sheriff may require employees of the bargaining unit to attend specialized schools at his direction. The Employer shall pay the tuition and related expenses and provide adequate transportation for attendance at any training session. In the event that transportation is not available and an employee is requested to use his own vehicle, he shall receive the mileage allowance at the then current rate paid by the County for such vehicle use. An estimate of any expenses shall be paid in advance. Any difference between the estimate and the actual expenses incurred shall be adjusted within one (1) month after the completion of the training session.

SAFETY

Section 21.0: The Sheriff, the County and employees shall have the responsibility to maintain all equipment and buildings in a safe condition and to provide a place of work that is reasonably free from safety and health hazards. It shall be the duty of the employee to maintain all clothing and equipment issued to him in a safe operating condition.

Section 21.1: When an employee shall find equipment (not vehicles) unsafe for use in the performance of his duties, he has the duty to immediately report such unsafe conditions to his supervisor, and if the condition is not satisfactorily resolved, the employee may have recourse through the grievance procedure provided herein.

Section 21.2: Each bargaining unit member shall be furnished with a bulletproof vest. All vests will be inspected and those five (5) years old or older will be replaced. Issued

vests shall be worn white an employee is on duty unless otherwise authorized by the Sheriff or his designee. A new carrier, if applicable, will be provided each year.

Section 21.3: Whenever possible patrol cars shall be manned with at least two (2) certified officers after the hour of 10:00 p.m. until 6:00 a.m. An officer will not be ordered out on the road alone to answer complaint calls without adequate backup. Adequate backup shall be considered another patrol car within the county which, is able to respond as backup regardless of the department. This agreement will not preclude any "intern" from any certified training program to participate as a ride-a-long on patrol during any shift This ride-a-long, however, will not replace a backup officer as previously described in this section.

Section 21.4: Whenever an employee feels a patrol vehicle is not road worthy, he shall immediately notify his immediate supervisor. Any such vehicles shall be removed from service and examined by 'a certified mechanic. The opinion of the mechanic shall determine the extent of repairs and the road worthiness of the vehicle.

BULLETIN BOARDS

Section 22.0: The County agrees to provide adequate bulletin board space to the Union for the purpose of posting notices of Union meetings, Union elections, Union reports, Union recreational activities, etc. Nothing shall be posted on the bulletin boards that contain anything of a partisan or political nature or anything that may be considered libelous or slanderous of any person.

VALIDITY

Section 23.0: In the event than any section of this contract shall be declared invalid or illegal, such declaration shall in no way affect the legality or validity of any other provisions.

Section 24.0: Mileage. In cases where an employee is required by the Sheriff to use his private vehicle in the performance of his duties, he shall be reimbursed for mileage at the current mileage rate allowed by the County.

Section 24.1: Expenses. Any employee shall be reimbursed for food and lodging for any day on which he is engaged in County business outside the confines of Ogemaw County, in accordance with the reimbursement schedule adopted by the Ogemaw County Board of Commissioners. Applicable per diem allowances shall be paid without the necessity for receipts.

MILITARY LEAVE

Section 25.1: Military Leave. The Employer shall comply with all mandatory Federal and State laws dealing with military leaves of absence.

Section 25.2: Military Reserve Leave. An employee who is a member of the National Guard or Reserve Unit who is called to active duty will be given time off to fulfill his obligation without pay.

PERSONAL LEAVE

Section 26.0: Personal Leaves of Absence: Leaves of absence without pay for a bona fide reason (which shall not include employment for another employer) shall be granted, to employees for periods not to exceed ninety (90) working days per calendar year. Such leave shall not cause any loss in seniority and must be approved in writing. Such periods of leave may be extended for additional ninety (90) day periods subject to the written approval of the Sheriff.

GENERAL PROVISIONS

Section 27.0: Pay Day. Pay days shall be every other Thursday. When a regular Pay Day falls on a holiday, payment shall be made on the day preceding the holiday.

Section 27.1: Voting. If employees are on duty on election day, they will be allowed to vote while on duty.

Section 27.2: Gun Carrying Allowance. Employees who are required to carry a gun during their off duty hours shall be paid the sum of Two Hundred Fifty (\$250.00) Dollars per year in addition to any other pay. Payments of such gun carrying allowance shall be by means of a separate check to be paid on the first Pay Day of December. Payment will be prorated: for those employees who do not serve a full year at the rate of Twenty and No/100 (\$20.00) Dollars per month for each month served.

Section 27.3: Pass Days. Each pass day (day off) authorized in the posted schedule shall consist of at least twenty-four (24) consecutive hours off duty.

Section 27.4: Ammunition (Factory Load). The County shall provide up to fifty (50) rounds of ammunition per month for practice providing, however, that all brass casings shall be returned before new practice ammunition is issued and providing further that any practice ammunition provided shall be used only by the employee to whom it is provided.

Section 27.5: Residency Requirement. The parties agree that residency requirements shall be applicable pursuant to State law. The current law prescribes residency within twenty (20) miles of the County line.

Section 27.6: Outside Employment. Employees must first obtain prior written permission of the Sheriff or his/her designee before engaging in any outside employment. Permission shall not be unreasonably withheld, but under no circumstances shall an employee who is granted law enforcement powers by the Ogemaw County Sheriff be permitted to use such authority outside the service of the Ogemaw County Sheriffs Department.

Section 27.7: An employee working a regular shift whose assigned duties prevent him from obtaining a meal at an outside location shall be furnished a meal by the Sheriffs Department providing said meal is available and served during his shift.

Section 27.8: Retiree Hospitalization. The County will pay full hospitalization (Blue Cross and Blue Shield), including Master Medical, Prescription Drug Program \$5.00: co-pay (effective January 1, 2006 \$10.00 /\$40.00 co-pay), and Rider FAE-RC for all former retired employees and all future retirees.' Payment shall be limited to the retiree only. Retirees shall be responsible to pay for the difference between single, and 2-party or family coverage as the case may' be. The County's liability for payment is further limited to One Hundred Dollars, (\$100.00) per month.

Section 27.9: Department Vehicles. Effective upon execution of this Agreement in 2000, members of the bargaining unit shall not be permitted to take Department vehicles home at the end of Employer compensated duty hours.

Section 27.10 No retroactivity. There will be no retroactive application of the contract unless specifically agreed to in the contract language.

Section 27.11. The Parties agree that there will be no reduction in Bargaining Unit staffing levels during the term of the Agreement.

DURATION AND RENEWAL

Section 28: This Agreement shall be binding on the parties hereto, their successors and administrators. This Agreement is effective October 1, 2009, except as otherwise noted and shall remain in effect until September 30, 2012. The Agreement shall then automatically be renewed for additional periods of one (1) calendar year unless either party, at least sixty (60) days prior to the expiration date shall notify the other party of its desire to modify or terminate the Agreement.

APPENDIX -A

Effective:	October 1, 2009 (1%)	October 1, 2010 (1%)	October 1, 2011 (1.25%)
Lieutenant	\$21.11/hr.	\$21.32/hr.	\$21.59/hr.
Sergeant			
Start:	\$20.25/hr.	\$20.45//hr.	\$20.71/hr.
1-Year:	\$20.41/hr.	\$20.61/hr.	\$20.87/hr.
2-Years:	\$20.59/hr.	\$20.80/hr.	\$21.06/hr.

* Retroactive for employees employed upon the date of ratification by the parties.

GENDER CLAUSE

Section 29.0: Whenever the masculine is used in this Agreement, it shall also mean the feminine, and vice versa.

In Witness Whereof, the parties hereto set their hands on this 3rd day of MAY, 2010, AD.

FOR THE EMPLOYER OGEMAW COUNTY:

John West

FOR THE UNION: (POLC)

H. Paul Clay

David Smith

[Signature]

OGEMAW COUNTY SHERIFF OFFICE:

[Signature]