

**DISTRIBUTED**

6/28/11

**AGREEMENT**

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of June 2011 by and between the OSCODA COUNTY BOARD OF COMMISSIONERS (the County) and the SHERIFF OF OSCODA COUNTY (the Sheriff) together hereinafter referred to as the Employer and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the Union.

**RECOGNITION**

**Section 1.0 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 of all employees of the Employer included in the bargaining unit described below.

All full time and regularly assigned part-time employees of the Sheriff's Department of Oscoda County, but excluding, the Sheriff, Undersheriff, secretaries and confidential Employees.

For the purpose of the recognition granted the Union, it is understood and agreed that individuals utilized on a temporary basis or seasonal basis as Marine Deputies, Park Patrol Deputies, ambulance employees and auxiliaries shall not be within the collective bargaining unit described in this section.

**Section 1.1 Non-Bargaining Unit Personnel.** It is expressly understood and agreed by the Union that the Sheriff and Undersheriff and individuals utilized on a temporary or seasonal basis as grant funded position; i.e. Marine Deputies, Park Patrol Deputies, and auxiliaries shall have the right to continue to perform current duties assigned by the Employer and to carry out their duties and responsibilities in the same manner and to the same extent as in the past and prior to the execution of this Agreement and in the future on a same or similar basis as may be determined by the Employer from time to time.

Temporary/Irregular Employees will carry a Non-Union status and are not a member of the Bargaining Unit and will not be eligible for fringe benefits such as but not limited to, health insurance, life insurance, sick time, vacation time, holiday pay etc. The wage level for Temporary/Irregular Employee will be set by the Board of Commissioners, but in no event will the wage be greater than what is established by this labor contract for bargaining unit employees. The purpose of a Temporary/Irregular, Non-Union Status Employee is to provide a replacement for a Bargaining Unit employee, on a temporary basis, who is on a leave of absence or to augment the workforce if no layoff. The Temporary/Irregular Employee will not displace any Bargaining Unit employee for any purpose, except as here noted.

the Sheriff's Department. The Steward shall return to assigned duties as promptly as possible and shall advise the Stewards supervisor of the return to duty. The Steward shall be paid for time lost in accordance with section 6.12.

**Section 2.2 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 obligation as the regular selected or elected steward or members of the collective bargaining committee during the period of replacement.

**Section 2.3 Identification of Union Representatives.**

The Sheriff and the Chairman of the Oscoda County Board of Commissioners shall be informed in writing of the names of the Steward, members of the Collective Bargaining Committee, the Staff Representative of the Union, and any changes therein, immediately upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of this notice.

**Section 2.4 Special Conferences.**

Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. The Union may be represented at special conferences by the steward and a non-employee representative of the Union. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify or otherwise change the terms of this Agreement nor shall special conferences use as a substitute for the grievance procedure.

**Section 2.5 Bargaining and Special Conference Times.**

Employee participation as bargaining committee members or in Special Conferences is a voluntary activity engaged in 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 and special conferences, provided such release will not interfere with the orderly and efficient operation of the Sheriff's Department. The Steward shall be paid at his regular straight time rate of pay for all reasonable time lost from his regularly scheduled hours in order to participate in collective bargaining negotiations or special conferences; provided, however, that the Employer reserves the right to deny pay if this privilege is being abused.

## UNION SECURITY

**Section 3.0 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 without regard to whether or not the employee is a member of the Union.

**Section 3.1 Union Service Fee.** All employees included in the collective bargaining unit set forth in Section 1.0 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 thirty-one (31) days after the execution of this Agreement, or thirty-one (31) days from the employee's date of hire, whichever is earlier. For purposes of this Agreement, the term service fee shall be defined to mean an amount not in excess of 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 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 3.3. 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.

**Section 3.2 Failure to Pay Service Fee.** An employee required to pay the service fee established in Section 3.1 who fails to pay the service fee is subject to discharge. The Union must request the discharge of an employee who is sixty (60) days or more in arrears of payment of the service by notifying the Employer of the Union's intent to require enforcement of Section 3.1. 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. An employee who has not paid, tendered payment or made arrangements satisfactory to the Union for payment of all service fee arrearages within thirty (30) working days of receipt of a copy of notification from the Employer shall be terminated; provided, however, that should, any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the Employee shall have an additional thirty (30) working days beyond the time that the decision of that forum becomes final within which to pay, tender payment or make arrangements satisfactory to the Union for payment of all service fee arrearages before the employee is subject to termination

### **Section 3.3 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 to the Union at an address authorized for this purpose.
- C. In cases where a deduction is made which duplicated 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. The Union shall notify the Employer in writing of the proper amounts of dues and fees, and any subsequent changes in such amounts.
- E. 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.
- F. The Employers 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.

**Section 3.4 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 3.1, 3.2 and/or 3.3.

### **MANAGEMENT RIGHTS**

**Section 4.0 Rights of Employer.** It is understood and agreed that the Sheriff and the County retain 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 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 discontinue, combine, or reorganize any part or all of its 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 Employer's facilities; to establish job descriptions and work standards; 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. All such rights may be exercised by the Employer without prior bargaining or notice to the Union. The exercise of these rights by the Employer shall be final and binding upon the employees and the Union, and shall not be subject to challenge under the grievance procedure established in this Agreement or otherwise.

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

**Section 4.1 Rules and Regulations.** The Employer has the right to establish rules and regulations not inconsistent with the provisions of this Agreement. All new or revised rules and regulations established by the Employer shall be made available to the Union for inspection and review ten (10) working days before their establishment or revision. If the Union believes that any rule or regulation is inconsistent with the terms of this Agreement, a grievance may be filed within three (3) working days after the establishment or revision of such rule or regulation and thereafter considered in accordance with the grievance procedure. Any rule or regulation or any revision of a rule or regulation that the Union does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement.

**Section 4.2 Discipline Procedures.** The Employer agrees, promptly upon the discharge or suspension of an Employee to notify in writing the Employee and his Steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension. The discharged or suspended Employee will be allowed to discuss his discharge or suspension with his steward. The Employer will

make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the Employee and/or the Steward. In imposing any discipline on a current charge, the Employer will not base his decision upon any prior minor infractions which occurred more than two (2) years previously, unless the previous infraction is directly related to the current charge. The Sheriff's removal of, and/or failure to grant or restore, law enforcement powers to any employee shall not, alone, result in a reduction in pay.

### **WORK STOPPAGES**

**Section 5.0 Continued Work Pledge.** 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 services or any cause whatsoever by the employees it represents, nor shall there be a 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 of work or any acts that interfere with the services of the County and the Sheriff as long as this Agreement is in force. Failure or refusal on the part of any employee to fully observe and obey any and all provisions of this section shall, at the option of the Employer be sufficient grounds for disciplinary action.

**Section 5.1 Union Activity.** Union members will not engage in Union activity on the Employer's time, or engage other employees in Union activity while such employees are on the Employer's time, except as specially provided by this Agreement. Failure or refusal on the part of any employee to fully observe and obey any and all provisions of this Section shall, at the option of the Employer, be sufficient grounds for disciplinary action.

**Section 5.2 No Lockout.** The Employer agrees that for the duration of this Agreement there shall be no lockouts.

### **GRIEVANCE PROCEDURE**

**Section 6.0 Definition of Grievance.** For purposes of this Agreement, a grievance shall be defined as a complaint arising under and during the term of this Agreement filed by an employee covered by this Agreement or the Union concerning the application and interpretation of a specific provision or provisions of this Agreement as written.

Grievances involving more than one (1) employee which allege a violation of the same provision or provisions of this Agreement and which seek the same remedy may be filed by the Union. All such grievances shall be designated as a "group grievance". The Union shall identify in writing, not later than Step 2 of the grievance procedure established in Section 6.2, the names of all employees affected by a group grievance

and consideration of the "group grievance" shall thereafter be limited to the employees so named.

**Section 6.1 Individual Employee Adjustment of Grievances.** Nothing contained in the Grievance Procedure shall be construed to prevent any individual employee from processing a grievance adjusted without the intervention of the Union or any of its employee or non-employee representatives. An individual employee may withdraw a grievance from further consideration up through Step 2 of the Grievance Procedure established in this Agreement. After Step 2, the grievance must be signed by the Union Steward or Union Representative.

**Section 6.2 Grievance Procedure.** All grievances shall be handled in the following manner:

**Step 1. Oral Procedure.** An employee with a complaint shall discuss the matter with the Undersheriff or designated representative, within three (3) working days from the time of the occurrence of the events giving rise to the complaint. If requested by the employee, the Steward shall be present. A request for the Steward to participate in the discussion shall be made by the employee to the Undersheriff, or designated representative, who shall make proper arrangements as soon as convenient. The Undersheriff, or designated representative will endeavor to give an oral answer to the complaint within two (2) working days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this manner.

**Step 2. Written Procedure.** If the complaint is not satisfactorily settled in the Step 1, Oral Procedure, the complaint shall be reduced to a written grievance within five (5) working days from the time of the oral answer. The written grievance shall adequately set forth the facts giving rise to the complaint including the Section or Sections of this Agreement in dispute, and shall be signed by the employee or the steward. The preparation of a written grievance shall not occur during working time. The grievance shall be submitted to the Sheriff or designated, representative. The Sheriff, or designated representative, the employee involved, and the Steward if requested by the employee, may discuss the grievance. A request for the Steward to participate in the discussion of a grievance shall be made by the employee to the Sheriff, or designated representative, who shall make proper arrangements as soon as convenient. The Sheriff, or his designated representative, shall place a written disposition upon the grievance within fifteen (15) working days and return it to the employee.

**Step 3. Written Procedure.** If a grievance is not satisfactorily settled in the Step 2, Written Procedure, the Steward may appeal the Sheriff's decision by delivering to the County through the County Clerks office a written request for a meeting concerning the, grievance within five (5) working days following receipt of the Sheriff's written disposition of the grievance. A copy of this written request shall be provided to the Sheriff. Within fifteen (15) working days after the grievance

has been appealed, a meeting shall be held between representatives of the Employer and the Steward. If the meeting cannot be held within the fifteen (15) working day period, it shall be scheduled for a date mutually convenient for the parties. The Chairman of the Oscoda County Board of Commissioners, or designated representative, shall place a written disposition on the grievance within fifteen (15) working days following the date of this meeting, and return it to the Steward.

**Section 6.3 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 Chairman of the Oscoda County Board of Commissioners and the Sheriff within fifteen (15) working days following the receipt of the Chairman of the Oscoda County Board of Commissioners written disposition in Step 3 of the grievance procedure. If the Chairman of the Oscoda County Board of Commissioners fails to answer a grievance within the time limit set for 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 Chairman of the Oscoda County Board of Commissioners and the Sheriff not later than fifteen (15) working days following the date the Chairman of the Oscoda County Board of Commissioners 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 Chairman of the Oscoda County Board of Commissioners written 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. In the event that a dispute arises concerning whether the Union has invoked arbitration in accordance with this section, the underlying grievance shall not be submitted to arbitration unless a court determines that the Union has fully complied with the requirements of this Section.

**Section 6.4 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 list of arbitrators. After six 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 and all hearing location costs 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.

**Section 6.5 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,



to consider any statute, laws, or other extra contract agreements not specifically incorporated in this Agreement. The arbitrator shall have no authority to rule on the discipline, layoff, recall or termination of any probationary employee; or to rule on any matter which is or might be alleged as a grievance if proceedings have been instituted involving this matter in any administrative action before a governmental board agency or entity or in any court. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the expressed terms 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 the Employer may require a bifurcated hearing in any proceeding in which the arbitrability 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 in writing. 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, provided that the mitigation required by this section shall be calculated on a weekly basis with no more than forty (40) hours of substitute employment to be utilized each week. The Arbitrator shall have no power to order the Sheriff to grant or restore law enforcement powers to any employee.

**Section 6.6. 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.

**Section 6.7 Grievance Resolution.** All grievances which are satisfactorily resolved at Step 1 or Step 2 of the Grievance Procedure, if the grievance has economic implications must be approved in writing by the Board of Commissioners at their next regular scheduled monthly meeting before they shall be final. The time limitations set forth in the Grievance Procedure shall be stayed during the period in which grievances are referred to the Board of Commissioners under this Section. If the resolution of a grievance is not approved, the Steward shall have five (5) working days following receipt by the Steward of written notice of the County Board of Commissioners action to resubmit the grievance at the next higher step in the Grievance Procedure. If the grievance is not resubmitted in a timely fashion of it shall be deemed withdrawn.

**Section 6.8 Non-Employee Representatives.** The Union and the Employer may have a non-employee representatives present at any meeting or discussion concerning a grievance except for discussion held pursuant to the Step 1, Oral Procedure.

**Section 6.9 Grievance Form.** The grievance form shall be supplied by the Union in a form which coincides with the Grievance Procedure established in this Agreement.

**Section 6.10 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 not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step, provided, however, that if the Chairman of the Oscoda County Board of Commissioners 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 Chairman of the Oscoda County Board of Commissioners and the Sheriff no later than five (5) working days following the date the Chairman of the Oscoda County Board of Commissioners written Step 3 disposition was due. The time limits established in the grievance procedure may only be extended by mutual agreement in writing and the period of extension must be specified in written agreement.

**Section 6.11 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.

**Section 6.12 Pay for Processing Grievances.** The Steward and employees necessary for the resolution of the grievances 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 or arbitrations; provided, however that the Employer reserves the right to deny pay if this privilege is being abused.

**Section 6.13 Discharge** All grievances concerning discharge shall be initiated at Step 3 of the grievance procedure. A written grievance signed by the discharged employee shall be filed within three (3) working days of the employee's discharge in order to invoke the grievance procedure.

**Section 6.14 Health and Safety Complaint.** Complaints by an employee about health and safety concerns shall be presented to the Employer for resolution in accordance with the grievance procedure.

**Section 6.15 Election of Remedies.** If the employee chooses to pursue an administrative or legal remedy outside of the agreement, then this shall constitute an election of remedies and shall automatically result in the dismissal of a pending arbitration or preclude submitting the matter to arbitration. This is true, even though the employee subsequently withdraws the administrative or legal action. Oral or written reprimands shall not be processed above level three of the grievance procedure. The Employer agrees to hold the Union harmless for claims made against it if the election procedure results in the dismissal of arbitration or prevents submitting a matter to

arbitration. However, the Employer does not hold the Union harmless for any claims made or costs incurred in conjunction with the Union's handling of the grievance itself.

## **SENIORITY**

**Section 7.0 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. 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. Classification seniority shall be defined as the length of an employee's service within a job classification covered by this Agreement. Seniority and classification 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.

**Section 7.1 Probationary Period.** All new employees shall be considered to be on probation and shall have no seniority for the first twelve (12) months of employment following their first day of work for the Employer, after which time the employee's seniority shall be retroactive to their last date of hire. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been entirely satisfactory to the Employer, the Employer may extend the probationary period for a period not to exceed an additional six (6) months with the prior written approval of the Union. 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 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. There shall be no seniority among probationary employees.

**Section 7.2 Seniority List.** The Employer shall keep a current seniority list showing each employee's date of hire, seniority date, and classification. A copy of the seniority list shall be provided to the Union on or about January 1 of each year and such times as changes to the seniority list are made. The seniority list as provided to the Union shall be conclusively presumed accurate and the Employer shall be entitled to rely thereon unless any alleged error in the list is timely grieved in accordance with the Grievance Procedure.

**Section 7.3 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 quits or retires.
- B. If the employee is terminated or discharged and the termination or discharge is not reversed through the Grievance Procedure set forth in this Agreement.
- C. If the employee is absent from work for three (3) consecutive working days without notifying the Employer, unless the employee's failure to notify the Employer is for a reason satisfactory to the Employer.
- D. If the employee is absent from work for three (3) consecutive working days, unless the employee's absence is for a reason satisfactory to the Employer.
- E. If the employee fails to report for work on the required date for return from and approved leave of absence, vacation or disciplinary suspension, unless the failure to return to work is for reason satisfactory to the Employer.
- F. If the employee is on layoff status for a period of twelve (12) consecutive months or the length of the employee's seniority whichever is lesser.
- G. If the employee is on a disability leave or a worker's compensation leave for a period of twelve (12) consecutive months or the length of the employee's seniority at the time of the leave, whichever is lesser.
- H. If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement unless the employee's failure to return to work is for a reason satisfactory to the Employer.
- I. If the employee is convicted of a felon or a misdemeanor involving moral turpitude.

**Section 7.4 Seniority While on Leave of Absence.** The seniority of employees on Employer approved leave of absence shall continue to accrue during the period of their leave of absence.

**Section 7.5 Transfer to Non-Bargaining Unit Position.** An employee who is transferred to a non-bargaining unit position within the Employer shall retain all accrued seniority but shall not accumulate seniority after the first twelve (12) months that the employee holds the non-bargaining unit position. The Employer has the sole discretion to determine the rates, hours and conditions of employment for non-bargaining unit employees. The Employer also has the sole discretion to determine if any employee transferred to a non-bargaining unit position is to be returned to the bargaining unit. An employee who is returned to the bargaining unit by the Employer after having been

transferred to a non-bargaining unit position may be placed in any job classification with a current vacancy or may displace another employee with less seniority in a job classification to which the returned employee was previously assigned to on other than a temporary basis. In the event that the Employer returns an employee to the bargaining unit, the employee's seniority shall recommence as of the date the employee returns to the bargaining unit.

## **HOURS OF WORK**

**Section 8.0 Tour of Duty.** The normal tour of duty for employees shall consist of eighty (80) hours of work in a period of fourteen (14) consecutive days. The normal workday shall consist of eight (8) hours, or twelve hours, including meal periods. Nothing contained herein shall be construed to constitute a guarantee of eight hours of work or pay per day or eighty (80) hours of work or pay per tour of duty. The Employer may change the normal tour of duty and workday whenever it determines that operating conditions warrant such changes.

**Section 8.1 Overtime.** All employees shall be expected to work overtime upon request by the Employer. Overtime other than of an emergency nature must be authorized by the Sheriff or his designated representative.

**Section 8.2 Work Schedule.** The work schedule with the starting and quitting times for any and all shifts shall be established by the Sheriff. Work schedules shall be posted at least one (1) week in advanced whenever possible; 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.

Deputies will select their shift assignment annually based upon their respective seniority, with the highest seniority Deputy selecting first then the next highest seniority Deputy selecting and so on until the available positions on each shift are filled.

Deputies will list their first and second choice for selection. In the event that an employee fails to make a selection he/she will be placed on a shift at the discretion of the employer.

The employer may limit the number of openings available for selection on each shift and within each classification, based upon the reasonable needs of the department.

Notwithstanding any contrary provision, the Employer may change the normal tour of duty, work day and work hours whenever it determines that operating conditions warrant such change. The Employer continues to maintain all rights to adjust the work hours and work schedule to serve specific needs of the Sheriff's Office.

**Section 8.3 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.

**Section 8.4 Overtime Premium Pay.** Time and one-half (1 ½) the employees straight time regular rate of pay shall be paid for all hours actually worked within a tour of duty in which the number of hours actually worked exceeds eighty (80) hours. For purposes of this section, hours actually worked includes paid leave days, vacations, call-in time and training session time.

**Section 8.5 Training Sessions.** An Employee who is required to attend schools, training sessions, or mandatory departmental meetings, during a time other than their regularly scheduled shift, shall be paid pursuant to the Sections 8.0 and 8.4 of this Article.

**Section 8.6 Compensatory Time Off.** In lieu of receipt of overtime premium pay, or training session pay an employee may elect to have the number of hours worked at training sessions at one and one-half (1 ½) time the number of hours worked as overtime placed in a compensatory time off bank; provided however, that at no time shall the number of hours in the compensatory time off bank exceed forty (40). Compensatory time off, maybe taken at a time requested in advance by the employee subject of the approval of the Sheriff or at a time selected by the Sheriff.

**Section 8.7 Pyramiding.** There shall be no pyramiding or duplication of overtime premium hours or pay, training session hours or pay, holiday premium hours or pay, or, call-in hours or pay.

**Section 8.8 Call-in Pay.** Employees who are called in to work at times other than their regularly scheduled shift shall be paid for a minimum of two (2) hours at time and one-half (1.5X). Employees will not be held over once excused from court. The call-in/court time minimum does not apply if it is contiguous with the employees' regular scheduled shift.

### **LAYOFF AND RECALL**

**Section 9.0 Indefinite Layoff.** When it is determined by the Employer that the work force in a particular job classification is to be reduced for an indefinite time, the Employer shall lay off employees in the following order;

- A. The first employee or employees to be laid off shall be probationary employees (if any) in the particular job classification affected by the layoff.
- B. Further layoffs from the affected classification shall be accomplished by inverse order of seniority.

- C. In the event of lay-off of a Bargaining Unit Employee the use of Temporary/Irregular Employees shall cease, and no Temporary/Irregular Employees shall be used until the Bargaining Unit staffing level is returned to the level that existed prior to the lay-off.
- D. In the event that the currently authorized number of Bargaining Unit Employees is reduced by the Employer, the use of Temporary/Irregular Employees shall cease until such time that the authorized number of Bargaining Unit Employees is restored to the prior (current) authorized level. However, this does not preclude the employer from using a Temporary/Irregular Employee while in the process of filling a vacant authorized Bargaining Unit position or in the event an employee calls in sick or for vacation or other leave time if another bargaining unit employee cannot be found, within a reasonable time, to cover that time.

The Employer shall endeavor to provide at least seven (7) calendar days advance notice of a layoff.

**Section 9.1 Displacement Rights After Indefinite Layoff.** Employees with seniority who are indefinitely laid off shall be entitled to displace the least senior employee in any job classification covered by this Agreement to which the laid off employee was previously assigned to on other than a temporary basis under the following conditions:

- A. The laid off employee has greater seniority than the employee to be displaced.
- B. 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.
- C. The laid off employee elects to exercise their displacement rights within three (3) working days of notification of their layoff.

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.

**Section 9.2 Recall.** When it is determined by the Employer to increase the work force 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 may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure set forth in Section 9.3.

**Section 9.3 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 to 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 employees 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 notification of recall by certified mail, or within forty-eight (48) hours following notification of recall by telephone 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 employees failure to report on the required date is for a reason satisfactory to the Employer.

**Section 9.4 Address and Telephone Numbers.** It shall be the responsibility of each employee to notify the Sheriff in writing, of any change of address or telephone number. The employee's address and telephone number as they appear on the Sheriff's records shall be conclusive.

### **JOB TRANSFERS**

**Section 10.0 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 six (6) working days. A permanent job or vacancy is one that is expected to operate more than ninety (90) consecutive 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.



The Sheriff shall give due consideration to all applicants for the permanent vacancy including applicants from outside the bargaining unit. In considering an applicant's qualifications to perform the required work, the Sheriff shall consider the employee's qualifications skill, ability, experience, training productivity, seniority, work performance, work record and dependability. The applicant considered by the Sheriff in his sole discretion to be the best qualified shall be awarded the permanent vacancy, but the Sheriff reserves the right to determine that none of the applicants are qualified and leave the position open or to see further applicants.

**Section 10.1 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 ninety (90) working days 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 in his sole discretion to disqualify an employee and return be employee to the employee's prior classification at any time during the new job probationary period.

## **LEAVES OF ABSENCE**

**Section 11.0 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. It shall constitute just cause for discipline, up to and including discharge, for an employee to engage in outside employment while on a leave of absence without prior written approval of the Sheriff, or to falsify the reason for leave of absence. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved.

**Section 11.1 Paid Time Off** Employees covered by this Agreement shall earn and be granted Paid Time Off (PTO) which may be used for sick leave of absence with pay under the following conditions and qualifications Upon ratification of this Agreement by the parties the current sick leave will be converted to Paid Time Off (PTO).

- A. **Paid Time Off Annual PTO (Personal Time Off)** will be awarded as follows: ninety-six (96) hours per year, (PTO is to be recognized as 8 hours per month) given on January 1 of each year, with new hired employees prorated. An employee's that leaves employment, before the end of the year, will be required to reimburse, through payroll deduction, for PTO hours used that exceed the recognized PTO 8 hours per month.

- B. One (1) day of PTO for full time employees shall equal eight (8) or twelve (12) hours leave and shall be paid at the employee's straight time regular rate of pay when the leave is taken.
- C. Employees who have completed their probationary period may utilize paid time off when it is, established to the Employer's satisfaction that an employee is incapacitated for the safe performance of work due to illness, injury, or other disability.
- D. An employee shall notify the Employer of the need to utilize paid time off leave as far in advance as possible. The Employer may require as a condition of PTO use for illness/injury a physician's certificate setting forth the reasons for the PTO leave. All illness/injury absences of three (3) or more days shall require a physician's certificate setting forth the reason for the leave. Falsification of the physician's certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline up to and including discharge.
- E. Paid Time Off days will accumulate up to a maximum of ninety-six (96) hours per year except as set forth in this section. Accrued, but unused, days will be paid to the employee(s) at one-half (50%) their regular rate in the second pay period in January annually.
- F. Those prior accrued sick days converted to life-time PTO days locked-in and banked at the current rate up to 31.5 days can be used as additional days off or to supplement Short Term and/or Long Term Disability benefits from .667% to 100% of the employee's then current wage rate. Remaining days from the locked-in bank will be paid to the employee upon retirement.
- G. Employees who incur a work related injury for which they are receiving Workers Compensation benefits may utilize accrued PTO leave days to maintain the difference between the net take home pay and the Workers Compensation benefits received. It is agreed between the parties that this use of PTO leave is not a wage continuation program as that term is utilized in the Worker's Compensation Act, and that this use of PTO leave may be discontinued by the Employer in the event that this use is claimed to be a wage continuation program by the Employer's workers compensation carrier or administrator.
- H. Effective with this Agreement the Employer shall provide and pay the premiums for a Short Term and Long Term Disability programs as follows:
  - 1) Short Term Disability program providing a benefit of sixty-six and two-thirds (66.6%) of the employee's base wage for a period of thirteen (13) weeks. The benefit will begin on the eighth (8<sup>th</sup>) day of a non-duty incurred illness and the first (1<sup>st</sup>) day of a non-duty incurred injury.

2) Long Term Disability program providing providing a benefit of sixty-six and two-thirds (66.6%) of the employee's base wage for a period beginning the ninety-first (91<sup>st</sup>) day of an illness or injury continuing until age sixty-five (65).

**Section 11.2 Disability Leave.** A disability leave of absence will be granted to employees who have been absent for more than seven (7) consecutive working days because of a non-work related injury, illness or other disability, subject to the right of the Employer to require a physicians 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 will qualify an employee for "short term disability benefits set forth under Paid Time Off Section 11.1(H). 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 continuing disability. In situations where the employee's medical condition raises questions 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 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. 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. 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.

**Section 11.3 Maternity Leave.** A pregnant employee will be granted a leave of absence on the same terms and at the same rate as to commencement and duration of leave, availability of extensions, reinstatement and so forth, as any other employee requesting leave due to temporary disability

**Section 11.4 Workers Compensation Leave.** Upon written application, a leave of absence for a period of not more than twelve (12) 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 payments from the Employer, subject to the Employer's right to require medical proof. Extension of the leave may be granted by the Employer, in its sole discretion, upon written application. During the period of a workers compensation leave of absence, the employee shall receive workers compensation payments and supplemented payments in accordance with Section 11.1. 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 determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

**Section 11.5 Personal Leave of Absence.** The Employer may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed thirty (30) calendar days. Requests for a personal leave of absence shall be in writing, signed by the employee, and given to the Sheriff. 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 ninety (90) consecutive calendar days. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the Sheriff.

**Section 11.6 Funeral Leave.** An employee shall be granted up to ninety-six (96) consecutive hours (two twelve hour days for a twelve (12) hour shift employee or three eight (8) hour days for a eight (8) hour shift employee) leave following the death of a member of the employee's immediate family to allow the employee to attend the funeral. Immediate family shall mean the employee's current spouse, children, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, sister, brother, grandparents and grandchildren. Employees who lose work from their regularly scheduled hours shall receive pay at their straight time regular rate of pay for up to eight (8) hours or twelve (12) Hours per day. No funeral leave will be paid to any employee while on leave of absence, layoff or disciplinary suspension.

**Section 11.7 Jury Duty Leave.** Employee's summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day up to a maximum of ten (10) days per year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for their hours actually scheduled to be worked and the amount the employee received from the court. For employees working a twelve (12) hour shift schedule: in the event that the employee's jury duty is finished prior to the end of their scheduled shift, the employee shall return to work to finish the remainder of the shift, or may use PTO, vacation, or comp time, with the approval of a supervisor, to make up the deficit in hours. In order to be eligible to receive jury duty pay from the Employer, an employee must:

- A. Be a full time employee who has completed the probationary period
- B. Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;
- C. Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;

D. Return to work promptly after being excused from jury duty service.

**Section 11.8 Military Training or Emergency Duty Leave.** Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. For each day that an employee is on such leave when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for eight (8) hours and the amount the employee received for such training for up to a maximum of ten (10) days per year. The provisions of this Section do not apply to an employee's initial period of active duty training.

**Section 11.9 Return to Work After Leave of Absence.** Employees returning from Employer approved paid leaves of absence, workers compensation leave, maternity leave and military training or emergency duty leave will be reinstated to their former job classification. Employees returning from other leaves of absence shall be offered reinstatement to the employee's former job classification if a position is currently open and available. If there is no position currently open and available in the employee's former job classification, reinstatement shall not occur until a position in the employee's former job classification becomes open and available. 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 in an effective and efficient manner.

### **HOLIDAYS**

**Section 12.0 Recognized Holidays.** The following days are recognized as holidays for the purposes of this Agreement:

New Year's Day	Labor Day
Presidents Day	Veteran's Day
Good Friday (1/2)	Thanksgiving Day
Easter	Friday after Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
Martin Luther King Day	New Year's Eve

It is understood that employees will be required to work on holidays in accordance with normal scheduling procedures.

**Section 12.1 Holiday Pay.** Eligible employees who perform no work on a holiday shall receive eight (8) hours pay for each recognized full day holiday and four (4) hours pay for each recognized half day holiday. All holiday pay shall be at the employee's straight time regular rate of pay. Eligible employees required to work on a recognized holiday

shall receive holiday pay in addition to pay at time and one-half (1 ½) their regular rate of pay for all work performed on the holiday for an 8 hour shift and as noted for a 12 hour shift.

**EXAMPLES:**

- 8 hour shift + 8 hours of holiday + 4 extra hours of shift pay = 20 hours
- 12 hour shift + 8 hours of holiday + 6 extra hours of shift pay = 26 hours

**Section 12.2 Holiday Eligibility.** In order to be eligible for holiday pay an employee must satisfy all of the following conditions and qualifications:

- A. The employee must work all their scheduled hours on the employee's last regularly scheduled workday before the holiday and on the employee's first regularly scheduled workday after the holiday, unless otherwise excused by the Employer. For purposes of this subsection, employees will be excused if they are on an authorized paid leave of absence or vacation.
- B. The employee must be on the active payroll as of the date of the holiday. For purposes of this subsection a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, or on a disciplinary suspension.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report to work and work the scheduled hours shall not receive any holiday pay for such holiday.

**Section 12.3 Holiday During Vacation.** Should a holiday fall during an otherwise eligible employee's vacation period, the employee will receive holiday pay for that holiday and will not have the day of the holiday deducted from accrued vacation leave.

**VACATION**

**Section 13.0 Vacation Entitlement.** Eligible full-time employees earn vacation leave if the pay in accordance with the following schedule:

<b><u>Years of Continuous Service</u></b>	<b><u>Hours of Pay</u></b>
At least 1 year but less than 2	40
At least 2 years but less than 3	80
At least 3 years but less than 6	96
At least 6 years but less than 9	112
At least 9 years but less than 15	144
At least 15 years	192

Vacation leave accrues and is credited to eligible employees on their anniversary date based upon their years of continuous service as of their anniversary date. An employee's length of continuous service shall be computed from the most recent date upon which the employee commenced work for the Employer, and shall only be broken by a loss of seniority. Notwithstanding the foregoing, employees may utilize unaccrued but earned vacation leave in advance of it crediting through January 1, 1986.

**Section 13.1 Vacation Eligibility.** In order to be eligible for crediting vacation leave on their anniversary date, a full-time employee must have worked a total of at least 1,850 hours during the immediately preceding twelve (12) month period. Full-time 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 1,850 rounded to the nearest half day. For purposes of this Section, hours worked shall include paid sick leave, paid bereavement leave, vacation and all hours actually worked.

**Section 13.2 Vacation Scheduling.** Employees may request time off for vacations after vacation leave has been credited to their use on their anniversary date in each year. Vacation requests must be in writing and normally should be submitted by the employee at least thirty (30) days in advance of the period requested. 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 could interfere with the efficient operation of the Sheriff's Department. Employees are required to take their vacation leave during the twelve (12) months following its accrual and crediting, and employees who do not submit vacation requests may be assigned a vacation period by the Sheriff. In the event that an employee is unable to utilize accrued vacation because scheduled time off is cancelled by the Sheriff, vacation time may be carried over to the next year, provided; however, that at no time may any employee have more than forty (40) days of vacation credited to their use at any one time. Employees shall not be paid for vacation time that is lost pursuant to the carry over restrictions of this Section.

**Section 13.3 Vacation Pay.** Vacation pay shall be at the employee's regular straight time rate, exclusive of all premiums, in effect at the time the employee takes vacation leave. Upon request at least two (2) weeks in advance of the starting date of an employee's vacation, an employee shall be given vacation pay covering the amount of vacation to be taken. This advance payment shall be made on the last day preceding the commencement of the vacation period.

**Section 13.4 Vacation Illness.** Employees who are incapacitated due to illness, injury or other disability during their vacation may utilize accrued sick leave in lieu of vacation, subject to proof satisfactory to the Sheriff of the necessity to utilize paid sick leave.

**Section 13.5 Benefits on Termination.** Employees whose employment relationship with the Employer ends, may receive pay for accrued and credited but unused vacation leave in and 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 four (4) weeks' 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 the layoff.
- D. In the event of the death of an employee, vacation shall be paid to the employee's estate.

### INSURANCE

**Section 14.0 Hospitalization Insurance.** The Employer will make available a Group insurance program covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependants. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance program.

January 1, 2011 to June 30, 2011 – PPO15 – Reimbursed back to: \$300/\$600 deductible. BCBS 10/60 Prescription reimbursed back to \$20 – (90 day 2x Co-pay, reimbursed to 40).

Effective upon ratification of the Agreement by the parties, the insurance program shall be Blue Cross/Blue Shield Community Blue PPO 15 with a 10/20/40 BC/BS RX or Blue Care Network (BCN5) with a 10/20/40 BCN RX Prescription.

Effective July 1, 2011 the County will eliminate the practice of (HRA) Health & RX Prescription reimbursements.

Optical coverage (VSP 12/24/24) & Delta Dental Plan-C (including orthodontic).

Effective July 1, 2011 the 2011 Employee Premium Contribution through payroll deduction for an employee who takes BCN-5:

Single - \$25.00 per month / \$300.00 per year.  
 Double - \$50.00 per month / \$600.00 per year.  
 Family - \$60.00 per month / \$720.00 per year.

The Employee Premium Contribution will be waived for employee's who take the PPO-15.



Effective July 1, 2012 if Health Insurance premiums increase ten percent (10%) or more for 2012, the POLC employee's who take BCN-5 will contribute, by payroll deduction, as follows:

Single - \$37.50 per month / \$450.00 per year.  
Double - \$75.00 per month / \$900.00 per year.  
Family - \$90.00 per month / \$1,080.00 per year.

The Employee Premium Contribution will be waived for employee's who take the PPO-15.

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.

Full-time 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 in a full-time position 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 and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium. During the term of this Agreement, the cost of the required monthly premium for dependant coverage under the insurance program shall be paid in full by the Employer for eligible employees who elect to participate in the group insurance plan. The Employers liability under this section shall be limited to these payments.

**Section 14.1 Term Life Insurance.** All full time employees shall be eligible for term life insurance policy coverage in the amount of Fifteen Thousand Dollars (15,000.00) with double indemnity coverage after completion of the waiting period presently in effect. The specific terms and conditions governing their term life insurance coverage are set forth in detail in the master policy or policies issued by the current carrier or carriers.

During the term of this Agreement, the Employer agrees to pay the total premiums required for eligible dependents.

**Section 14.2 Liability Insurances.** All employees shall be provided with liability insurance coverage for work related claims. The specific terms and conditions governing the liability insurance coverage set forth in detail in the master policy or policies issued by the carrier or carriers, currently Michigan Municipal Risk Management Authority. During the term of this Agreement, the Employer agrees to pay the total premiums required for eligible employees.

**Section 14.3 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. Prior to changing carriers a special conference will be called to discuss the changes.

**Section 14.4 Obligation to Continue Payments.** In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, resigns, is laid off, commences an unpaid leave of absence or is placed on a disciplinary suspension, 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, resignation, layoff, unpaid leave of absence or disciplinary suspension commences. Employees on Employer approved leaves of absence or on a disciplinary suspension 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 dependants, subject to the approval of the insurance program. 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 employees return to work.

For employees who retire on or after January 1, 1995, under the regular and normal provisions of the retirement program in place at the time of retirement, the Employer agrees to pay the sum of One Hundred and No/100 dollars (\$100.00) per month toward the retiree's health care premiums under the County provided health care plan. The retiree shall be responsible and pay for the remainder of the monthly premium. The Employer's obligation under this provision shall end five (5) years from the date of retirement, 12/31/08 and will no longer apply.

For employees who retire on or after January 1, 2004, under the regular and normal provisions of the retirement program in place at the time of retirement, the Employer agrees to pay for health care under the County provided health care plan in accordance with the following table;

<u>Years of Service</u>	<u>Health Care Allowance</u>
15 - 19 yrs of svc	\$125.00/month until Medicare
20 - 24 yrs of svc	\$150.00/month until Medicare
25+ yrs of service	\$200.00/month until Medicare

## **WAGES**

**Section 15.0 Wages.** Appendix A attached hereto and made a part thereof, 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.

**Section 15.1 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 negotiate with the Union upon on upon request over the wage rate for the new classification. In the event that the parties are unable to agree upon the wage rate for the new classification, the classification shall be paid at the wage rate proposed by the Employer, but the Union may refer the dispute to arbitration under the provisions of 1969 P.A. 312, as amended, if the new classification is subject to the provisions of that act.

**Section 15.2 Longevity Pay.** All regular fulltime employees employed prior to January 1, 1984 shall be eligible for longevity pay in accordance with the following:

<b><u>Continuous Service</u></b>	<b><u>Longevity Pay</u></b>
At least 1 year but less than 2 years	\$120.00
At least 2 years but less than 4 years	\$240.00
At least 4 years but less than 6 ears	\$360.00
At least 6 years but less than 10 years	\$480.00
At least 10 years	\$600.00

Longevity pay is a lump sum annual payment to eligible employees and shall be paid the first pay day in December of each year. For purposes of this Section, an employee's years of continuous service shall be computed from the most recent date upon which the employee commenced work for the Employer through November 15 of the applicable year. An employee's continuous service shall only be broken by loss of seniority.

**Section 15.3 Longevity Pay Eligibility.** In order to be eligible for longevity pay an employee must be on the Employer's active payroll as of November 15 of the applicable year and have worked at least a total of 1850 hours during the preceding twelve (12) months. For the purposes of this section, hours worked shall include paid sick leave, paid funeral leave, paid jury duty leave, vacation and all hours actually worked. An employee is not considered to be on the active payroll of the Employer during unpaid leaves of absence, layoffs, when receiving workers compensation or on a disciplinary layoff.

**Section 15.4 Shift Differential.** Employees whose shift, designated by the Sheriff, occurs between the hours of 2:00 PM and 10:00 PM shall receive a shift differential of ten cents (\$.10) per hour. Employees whose shift, designated by the Sheriff, occurs between the hours of 10:00 PM and 6:00 AM shall receive a shift differential of fifteen (\$.15) per hour.

## RETIREMENT

### Section 16.0 Retirement Plan.

As soon as practicable after ratification in 2001, the Michigan Municipal Employees Retirement system, Plan B-3 with F-55/15, F-50/25, and FAC-3 will be amended to the B-4 plan, with the employees paying 100% of the increased cost associated with the B-4 plan. (At the time this contract is executed this cost is equal to 2.58% of payroll.) This contribution is in addition to the 1.00% of payroll currently contributed by the employees, and shall be paid by payroll deduction.

Effective July 1, 2011 members will contribute an additional one-half percent (0.5%) to their MERS retirement.

## MISCELLANEOUS

Section 17.0 Captions. The captions used in each Section of this Agreement are for the purposes of identification and are not a substantive part of this Agreement.

Section 17.1 Reemployment 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 reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment 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 reemployed 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,

Section 17.2 Uniforms and Equipment. The Employer shall provide such uniforms and equipment, and the replacement thereof, as the Employer shall determine is necessary, and will assume the cost of the necessary cleaning of uniforms subject to such rules and regulations for the preservation use, and care of such uniforms and equipment as the Employer may determine.

The minimum uniform issuance shall be as follows:

#### Non-Probationary Employees

3 Summer Shirts  
3 Winter Shirts  
3 Pair Trousers  
1 Hat Plus Badge

1 Set Leather  
1 Winter Jacket

#### Probationary Employees

2 Shirts  
2 Pair Trousers

#### Dispatch/Correction Officers

3 Long Sleeve Shirt  
3 Short Sleeve Shirts

- |   |                              |
|---|------------------------------|
| 1 Pair Shoes (dress black)  | 3 Trousers                   |
| 1 Garrison Belt   | 2 Shirt Badges               |
| 3 Ties  | 1 Wallet Badge               |
| 1 Name Bar  | 1 Badge (Correction Officer) |
| 1 Riot Baton  | 1 Set Collar Brass           |
| 1 Pair Military Dress Boots for Road<br>Officers as needed. (1 pair per year) | 1 Pair Black Shoes           |

The County will issue to each certified full-time Deputy, 1 semiautomatic pistol or 1 current duty weapon of the Sheriff's choice. After the Deputy has achieved ten (10) continuous years of service, the weapon will become the personal property of the Deputy upon the payment of \$5.00. However, the weapon will continue to be used for duty purposes on a permanent basis unless otherwise directed by the Sheriff.

**Section 17.3 Training.** The Employer may require employees to attend schooling, training sessions and departmental meetings at its discretion.

**Section 17.4 Bulletin Board.** The Employer shall provide the Union with adequate space on a bulletin board where the Union may post nonpolitical notices of interest to bargaining unit members. Notices of meetings, Union elections and results thereof, recreational and social functions and health and safety literature are examples of approved uses of the bulletin board, but notices prejudicial to any elected or administrative officer of the Employer are examples of non-approved uses of the bulletin board. All notices must be approved by the Sheriff before being posted, which approval will not be unreasonably withheld

**Section 17.5 Seperability.** 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 addendums 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.

**Section 17.6 Mileage.** In instances where an employee is required by the Sheriff to use the employee's private vehicle on approved duty assignments, the Employer shall reimburse the employee for mileage at the rate which is the current mileage rate paid to other County officials or employees.

**Section 17.7 Pay Periods.** Employees shall be paid biweekly on Fridays, after 9:00 a.m. provided, however, that the Employer reserves the right to alter the pay period in order to accommodate the accounting practices of the Employer.

**Section 17.8 Intent and Waiver.** It is the intent of the parties hereto that the provisions of his 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 referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement even though said subject matter may not have been 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 4.0 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.

**Section 17.9 Residency.** To the extent permitted by law, all full-time and part-time employees, shall be required to reside within twenty (20) miles of the nearest boundary of Oscoda County at time of their employment or within 90 days following the start thereof. Further, as a condition of their continued employment by the Employer, these employees shall abide by the conditions set forth in this section.

**Section 17.10 Emergency Financial Manager.** To the extent required by MCL 423.215 (7), an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act (being MCL 141.1501 *et seq.*) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act."

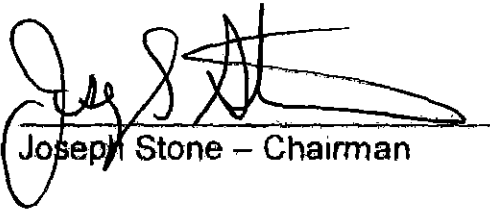
**Section 17.11 Term of Agreement.** This Agreement shall become effective on January 1, 2011 and shall remain in full force and effect through December 31, 2012 at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the ninetieth (90<sup>th</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. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as notice of desire to terminate.

The written notice referred to in this Section shall be given by certified mail and if given by the Employer, shall be addressed to Police Officers Labor Council, 667, E. Big Beaver Road, Suite 205, Troy, Michigan 48083-1413, and if given by the Union, shall be addressed to the Sheriff at 301 Morenci, P.O. Box 141, Mio, Michigan, 48647 and to the County at County Courthouse, Mio, Michigan 48647, or at such other addresses as the parties may designate in writing.

Whereas the parties have set their hand this 28 day of June, 2011.

**OSCODA COUNTY BOARD  
OF COMMISSIONERS**

**POLICE OFFICERS  
LABOR COUNCIL**

  
Joseph Stone - Chairman

  
Dave Stenzil - Steward

  
Michael Hunt - Commissioner

  
Charles Varner - Alternate

  
Thomas Trimmer - Commissioner

  
Jerry Caster - Field Rep.

**SHERIFF OF OSCODA COUNTY**

  
Kevin Grace - Sheriff

**APPENDIX A**

The annual salaries shall be effective on the dates indicated:

Effective 1/1/11 1% Wage Increase:

**DISPATCHER**

START:	\$27,035.41 per year	(\$13.00 per hour)
1-YEAR:	\$28,633.04 per year	(\$13.77 per hour)
2-YEAR:	\$29,832.90 per year	(\$14.34 per hour)
3-YEAR:	\$31,180.00 per year	(\$14.99 per hour)

**DEPUTY**

START:	\$32,829.24 per year	(\$15.78 per hour)
1-YEAR:	\$33,929.13 per year	(\$16.31 per hour)
2-YEAR:	\$35,078.45 per year	(\$16.87 per hour)
3-YEAR:	\$36,753.00 per year	(\$17.67 per hour)

**SERGEANT**

	\$38,751.65 per year	(\$18.63 per hour)
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In addition to the above wage rate employees in each classification shall receive a one-time payment equal to one percent (1%) of their base annual wage which will not be rolled into the base rate, effective July 1, 2011. Stipend is to be issued in a separate check and new hires for 2011 are to be prorated, back to date of hire, after 90-days.



**APPENDIX A**

The annual salaries shall be effective on the dates indicated

Effective 1/1/12 1% Wage Increase:

**DISPATCHER**

START:	\$27,305.76 per year	(\$13.13 per hour)
1-YEAR:	\$28,919.37 per year	(\$13.90 per hour)
2-YEAR:	\$30,131.23 per year	(\$14.49 per hour)
3-YEAR:	\$31,491.80 per year	(\$15.14 per hour)

**DEPUTY**

START:	\$33,157.53 per year	(\$15.94 per hour)
1-YEAR:	\$34,268.42 per year	(\$16.48 per hour)
2-YEAR:	\$35,429.23 per year	(\$17.03 per hour)
3-YEAR:	\$37,120.53 per year	(\$17.85 per hour)

**SERGEANT:**

	\$39,139.17 per year	(\$18.82 per hour)
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In addition to the above wage rate employees in each classification shall receive a one-time payment equal to one percent (1%) of their base annual wage which will not be rolled into the base rate, effective January 1, 2012. Stipend is to be issued in a separate check and new hires for 2012 are to be prorated, back to date of hire, after 90-days.