

**AGREEMENT
BETWEEN
SANILAC COUNTY
AND
COMMAND OFFICERS ASSOCIATION
OF MICHIGAN
(COAM)**

Effective January 01, 2008 through December 31, 2011

ARTICLE I
AGREEMENT

1.1: This Agreement entered into this **1st** day of **April, 2008**, between the Sanilac County Board of Commissioners, the Sanilac County Sheriff (jointly hereinafter referred to as the "Employer") and the Command Officers Association of Michigan, as the sole and exclusive bargaining agent for the Sanilac County Lieutenants, Sergeants, Corporals, Dispatch Supervisor, and IT Systems Coordinator (hereinafter referred to as the "Union".)

1.2: The headings or captions used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

1.3: Gender. Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE II
PURPOSE AND INTENT

2.1: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

2.2: The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

2.3: To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE III
RECOGNITION

3.1: Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the Employer does hereby recognize the Command officers Association of Michigan (COAM) as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment

for the term of this Agreement for all employees of the Employer included in the bargaining unit described below:

3.2: All lieutenants, detective sergeants, sergeants, IT Systems Coordinator, dispatch supervisor and corporals. Excluding all other employees.

ARTICLE IV
AID TO OTHER UNIONS

4.1: The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such labor group or labor organization for the purposes of undermining the Union while the Union is the exclusive bargaining agent.

ARTICLE V
AGENCY SHOP

5.1: All current employees covered by this Agreement and all new employees hired after the effective date of this Agreement shall, as a condition of continued employment, become members of the Union and pay the monthly union dues uniformly required of union members or pay to the union a representation fee as herein defined, effective thirty (30) days after the effective date of this Agreement or date of hire, whichever is later.

5.2: The representation fee shall be that amount as determined by the Union to be necessary for negotiations, grievance processing and administration of this Agreement.

ARTICLE VI
DUES DEDUCTION

6.1: For those employees for whom properly executed payroll deduction authorization forms are delivered to the County Treasurer, the Employer will deduct from their first or second pay each month, the monthly union dues or representation fee as per such authorization and shall promptly remit to the COAM any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

6.2: The procedure in cases of non-compliance with the above provisions shall as follows:

6.3: The COAM shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested, explaining that he/she is delinquent in not tendering dues or a representation fee, specifying the current amount of the delinquency, and warning him/her that unless the delinquent dues or representation fees are paid or properly executed deduction form is tendered within fourteen (14) days, he shall be reported to the Employer and a deduction of the representation fee shall be made from his/her salary pursuant to Act 390, Public Acts of 1978.

6.4: If the bargaining unit member fails to comply, the COAM shall give a copy of the letter sent to the delinquent bargaining unit member and the following written notice to the Employer at the end of the fourteen (14) day period:

6.5: The COAM certifies that _____ has failed to tender the periodic representation fee required under the labor agreement and demands that under the terms of this Agreement the Employer deduct the delinquent representation fees from the bargaining unit member's salary. The COAM certifies that the amount of the representation fee includes only the proportionally equivalent amount necessary for negotiations, grievance processing and the administration of the Agreement.

6.6: The Employer upon receipt of said notice and request for deduction, shall act pursuant to the labor contract. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The COAM, in enforcing this provision, agrees not to discriminate between bargaining unit members. The Union will defend and indemnify the Employer against all liability the Employer may incur by reason of deductions made pursuant to this paragraph.

6.7: In the event that a refund is due any employee for sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

ARTICLE VII
SAVE HARMLESS

7.1: In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

ARTICLE VIII
UNION REPRESENTATION

8.1: The Employer shall permit the local union three (3) representatives. The names of these employees shall be communicated in writing to the Sheriff upon their selection and any subsequent change. These representatives shall be permitted to represent the employees in matters of grievances, negotiations, or concerns of the membership during his or her working hours without loss of pay, benefits or time.

ARTICLE IX
SPECIAL CONFERENCE

9.1: In the interest of sound labor relations between the employees and the Employer, special conferences may be held by mutual consent, however, the meeting will be within twenty (20) days from the request, for the purpose of exchanging ideas and information. Arrangements for such conferences shall be handled by the chairman of the unit and the Employer.

9.2: If a bargaining unit employee is scheduled to work during the time of the conference, he shall not lose wages he otherwise would have received while he is in the conference, and will handle emergency calls when on duty.

ARTICLE X
GRIEVANCE PROCEDURE

10.1: **Definition:** *A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation,*

misinterpretation or inequitable application of a provision of this Agreement.

10.2: Discipline or Discharge. Grievances involving discharge and/or discipline imposed by the Sheriff, shall be filed with the Sheriff or his designated representative at Step 2 of the grievance procedure within five(5) duty days following discharge and/or discipline action.

Step 1. **Verbal:** An employee and/or steward, who had a grievance, shall take the matter up verbally with the Sheriff or Undersheriff, within five(S) duty days following the act or condition which is the basis of the grievance, who will attempt to resolve it.

Step 2. **Sheriff:** In the event the verbal decision is not acceptable, the grievance may be reduced to writing and presented to the Sheriff within five (5) duty days from the date of the verbal decision.

Within five (5) working days from the date of receipt of any discharge, discipline, or written grievance, the Sheriff or His designated representative will arrange for a conference to resolve the grievance. Such conference normally shall be scheduled at a time to prevent disruption of normal routine and duties of the department.

Within ten (10) working days from the date of the conference or longer if mutually agreed to, the Sheriff or his designated representative shall answer such grievance in writing.

Step 3. **Board of Commissioners:** If the grievance is not settled at the preceding step, it may be appealed to the Board of Commissioners by sending such notice to the Chairman of the Board within ten (10) working days from the date of the Sheriff's or his designated representative's written answer.

Within ten (10) working days from the date of the appeal, the Board of Commissioners or its

designated representative will arrange for a conference to resolve the grievance. Such conference normally shall be scheduled at a time when there is no disruption of normal routine and duties of the Employer.

Within ten (10) working days from the date of the conference, or longer if mutually agreed to, the Board of Commissioners or its designated representative shall answer such grievance in writing.

Such answer shall be final and binding unless appealed to arbitration within ten (10) working days from the date of the written answer by the Board of Commissioners.

Step 4. **Arbitration:** Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such intent within ten (10) calendar days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

10.3: After receipt of an intent to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) calendar days or within a longer period if mutually agreed upon, either party may submit the matter to the Michigan Employment Relations Commission, within thirty (30) days after receipt of notice of intent, requesting that an arbitrator be selected with assistance and under the rules of the Michigan Employment Relations Commission.

10.4: In the event the parties cannot agree upon an arbitrator from the first list, a second list shall be requested from the Michigan Employment Relations Commission.

10.5: The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement nor to rule on any matter except while this Agreement is in full force and effect between the parties. (The arbitrator shall have no power to establish wage

scales or rates on new or changed jobs,) or to change any rate unless it is provided for in this Agreement.

10.6: The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have mutually agreed that further negotiations should occur to cover the matters in dispute.

10.7: In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

10.8: The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award, under no circumstances shall be based on other extra contract matters not specifically incorporated in this Agreement.

10.9: The expense of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

10.10: It shall be the obligation of the arbitrator to the Employer and to the Union to make his best effort to rule on cases heard by him within twenty-one (21) days of the hearing.

10.11: Priority shall be given to deciding discharge cases and the arbitrator shall make his best efforts to decide these cases within fourteen (14) days of the hearing.

10.12: There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees and on the Employer. The Union will discourage any attempt by any bargaining unit employee in appeal to any court or labor board from a decision of the arbitrator.

10.13: The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case, unless both parties stipulate that the award shall be a binding precedent in like or analogous situations.

10.14: Investigation of grievances shall not be considered as time worked for the purpose of calculation of eligibility of overtime by such investigator.

ARTICLE XI
DISCHARGE AND DISCIPLINE

11.1: Notice of Discharge or Discipline. The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the steward in the unit of the discharge or discipline.

11.2: The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the unit and the Employer will make available an area 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 discipline with the employee and the steward.

11.3: Appeal of Discharge or Discipline. Should the representative or an employee who has been discharged or disciplined consider the discharge or discipline to be improper, a grievance shall be presented in writing through the Steward to the Sheriff within five (5) regularly scheduled working days of the discharge or discipline. (See Step 2 of the grievance procedure.)

11.4: Use of Past Record: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on any employee for falsification of his employment application after a period of two (2) years from his date of hire.

11.5: Acknowledgment of Discipline: The employees will be required to acknowledge receipt of written warnings and reprimands. It shall clearly indicate that the employee's signature does not mean that they agree to the charges or penalties.

ARTICLE XII
SENIORITY-PROBATIONARY EMPLOYEES

12.1: New employees promoted into the unit shall be considered as probationary employees for the first six (6) months of their promotion. The six (6) month probationary period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period, by accumulating six (6) months of employment within not more than one (1) year, he shall be entered on the seniority list of the unit and shall rank for seniority from the employee's last date of hire. There shall be no seniority among probationary employees.

12.2: The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article III of this Agreement.

12.3: Seniority shall be on an employer-wide basis for benefit purposes, in accordance with the employee's last date of hire, and on a unit-wide basis for layoff purposes.

ARTICLE XIII
SENIORITY LISTS

13.1: The Employer shall maintain a seniority list of all employees in the bargaining unit according to the seniority date, showing names, positions, classifications, and seniority date and shall furnish a copy to the Union as soon as possible after the effective date of this Agreement.

13.2: There shall be no discrimination on the basis of sex or race.

ARTICLE XIV
LOSS OF SENIORITY

14.1: An employee's seniority and employment shall terminate if:

- A. The employee quits, or
- B. The employee is discharged, and not reinstated, or

January 01, 2005 through December 31, 2011

SIGNATURE COPY

- C. The employee fails to return to work within seven (7) working days after issuance of the Employer's notice of recall by registered mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address, or
- D. The employee is absent from work for three(3) consecutive days without advising the Employer of an acceptable reason to the Employer for such absence, or
- E. An employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee, or
- F. The employee gives a false reason in requesting a leave of absence, or engages in other employment during such leave of absence, or
- G. A settlement with the employee has been made for total disability, or
- H. The employee is retired, or
- I. The Employee is laid off or has not been employed by the Employer for a continuous period exceeding the length of his employment or twenty-four(24) calendar months, which ever occurs sooner, or
- J. The employee falsifies pertinent information on his application for employment.
- K. He accepts employment elsewhere after he is on a leave of absence or is self-employed for the purpose of making a profit, after a leave of absence is granted; however, The Employer may waive this requirement.
- L. He is convicted of a misdemeanor, excluding any traffic offenses except: DUIL, impaired or reckless driving, when in the discretion of the Sheriff such conviction shall bring discredit upon the department.

- M. He is convicted of any felony, Circuit Court misdemeanor or high misdemeanor, or
- N. He is declared mentally incompetent by Probate Court.

ARTICLE XV
SHIFT PREFERENCE

15.1: Shift preference will be granted on the basis of seniority within the classification except for.

- A. When an officer reaches top pay in his classification his seniority will revert back to his last date of hire less any time spent in a position outside of the bargaining unit.
- B. In the event of a demotion of an employee within the department, the employee's shift preference will be determined by his total bargaining unit seniority.

15.2: The Sheriff may switch shifts of men as in the present manner for the purpose of emergencies and operation procedures.

ARTICLE XVI
SENIORITY OF STEWARDS

16.1: Notwithstanding their position on the seniority list, Stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in the unit which they can perform and shall be recalled to work in the event of a layoff on the first open job in the unit which they can perform.

ARTICLE XVII
BILL OF RIGHTS

17.1: It is recognized that citizen's complaints against police officers must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, that the constitutional rights of those individuals involved shall be preserved.

17.2: Whenever a member of the bargaining unit is under investigation, or subject to examination or questioning by a commanding and/or the appropriate bureau or unit for any reason which could lead to disciplinary action, transfer or charges, such investigation or questioning shall be conducted under the following conditions:

17.3: Members under investigation shall be informed of the specific nature of the investigation and will be allowed time to discuss same with a Union representative if there is reason to believe that disciplinary action or criminal charges may result. Any member required to make a written statement relative to an investigation shall have twenty-four (24) hours to do so.

17.4: Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary.

17.5: The member under questioning shall not be subject to abusive language. No promise of reward shall be made as an inducement to answering any questions; nor shall his name, home address, or photographs be given to the press or news media without his express consent.

17.6: If a tape recording is made of the questioning, the member shall have access to the tape if any further proceedings are contemplated.

17.7: If the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, he shall be completely informed of all his constitutional rights prior to the commencement of any questioning.

17.8: No member of the bargaining unit shall be required to subject himself to a polygraph examination. A member shall not

be subject to disciplinary action for refusal to submit to a polygraph examination.

17.9: No member of this bargaining unit shall be subjected to disciplinary action for appearing before a state or federal grand jury at which he presented testimony under oath and has been sworn to secrecy.

17.10: No member of this bargaining unit will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform (except where prohibited by federal or state laws if such activity adversely reflects on the department).

ARTICLE XVIII
LAYOFF

18.1: The word "layoff" means a reduction in the work force, due to a decrease of work or lack of funds or to abolish positions because of changes in the organization.

18.2: When it becomes necessary to reduce the size of the work force, probationary employees shall be laid off first, providing there are employees with seniority who are available and can satisfactorily perform the work. Thereafter, the employees with the least seniority shall be the ones laid off, providing senior employees are available who can satisfactorily perform the work. The Union and employees to be laid off for an indefinite period shall be given at least seven (7) calendar days prior written notice. The bargaining unit will also be notified of employees who are laid off.

ARTICLE XIX
RECALL

19.1: When the work force is increased from a layoff, employees will be called back to duties according to seniority with the employee having the most seniority being called back first providing they have the ability to satisfactorily perform the work available.

19.2: Notice of recall shall be sent to the employee's last known address by registered or certified mail. If an employee

fails to report for work within seven (7) days of the date of mailing notice of recall, he shall be considered a quit.

ARTICLE XX
TRANSFERS

20.1: Transfer of Employees. If an employee is transferred to a position within the department not included in the unit, and is thereafter transferred again to a position within the unit, he shall pick up his seniority at the point it was when he transferred out. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

20.2: If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than ten (10) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.

20.3: The Employer agrees that in any movement of work not covered above in (20.1) and (20.2); he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

20.4: In the event of a vacancy or a newly created position, which does not constitute a promotion, employees shall be given the opportunity to transfer on the basis of seniority. In such cases, all vacancies and newly created positions shall be posted in a conspicuous place in each building in the district at least seven (7) calendar days prior to filling such vacancy or newly created positions.

20.5: In the event that the sheriff's department shall take over the policing of local villages or townships through contract, the employment of a resident police officer in such community shall not be considered transferred work or work in a different location for the purpose of this contract.

ARTICLE XXI
PROMOTIONS

21.1: Promotions from and within the bargaining unit shall be made according to the following criteria:

21.2: Eligibility: Detective Sergeant, Uniform Lieutenant and Jail Lieutenant Positions:

- A. Must have five (5) years department seniority in a road patrol capacity in the Sanilac County Sheriff's Department for Uniform Lt.
- B. Must have two years in a supervisory capacity to test for Corrections Lt./ Jail Administrator
- C. Criteria for IT Systems Coordinator position will be developed

Newly Created Positions:

- A. Eligibility for promotions to newly created positions shall be subject to negotiations between the parties of this Agreement.
- B. In the event agreement cannot be reached within thirty (30) days the issue shall be subject to the grievance procedure and shall be submitted at step 4 of the grievance procedure to resolve the issues. The Employer may fill the position on a temporary basis while the issue is being resolved through the grievance procedure.

21.2A The parties will develop qualifications and screening procedures for the position of IT Systems Coordinator. It shall be the responsibility of the employer to develop and administer an appropriate testing instrument to determine mastery of the qualifications and testing instrument the County Administrator and Board of Commissioners will review. A Memorandum of Understanding shall be drafted as an addendum to this agreement.

21.2B The parties will develop qualifications and testing procedures for the position of Detective Sergeant prior to the next created vacancy. A Memorandum of Understanding shall be drafted as an addendum to this agreement.

21.3: The Sheriff may waive the above requirements if none of the department personnel apply for the promotion.

21.4: Posting: Job vacancies will be posted for a period of seven (7) calendar days in a conspicuous place in each building. Employees interested shall apply in writing within the seven (7) day posting period.

21.5: Testing: The testing will be conducted at the conclusion of the posting period. Test scores will be retained for a period of six (6) months and any promotions to the classification for which the testing was done will be made from that list unless a more recent test was conducted for such classification.

21.6: An employee who does not have enough seniority to apply for the promotion at the time the testing is done, but will have within the six (6) month period the scores are to be maintained, may apply and go through the testing procedure. Their score will not be placed on the promotion list until the necessary seniority has been attained. When that occurs, their score will be placed on the list and they will become eligible for promotion according to their test score.

21.7: An employee who has enough seniority, but who chooses not to apply for the promotion, will not be eligible for promotion until the next testing is done.

21.8: Testing will be done on a need to do basis.

21.9: Scoring.

A. Written Test- 100 possible points - 25% of overall score.

1. For lieutenant and sergeant position must get 75% to pass
2. For detective position must get 85% to pass

B. Oral Exam - 100 possible points - 30% of overall score.

1. Conducted by three (3) person panel selected as follows: One (1) by the Sheriff, one (1) by the Union, and one (1) by mutual agreement both parties.

2. Must get 75% to pass
- C. Work Record - 100 possible points - 30% of overall score.
1. Evaluation of Personnel for Promotion.
 2. This evaluation shall be a written evaluation on a form that is negotiated and approved by the parties, requiring the applicant to sign the evaluation form showing that the applicant has had the opportunity to review the evaluation. The evaluation form to be used shall be provided by the Employer and shall contain the basic information agreed to by the parties but may be expanded by the Sheriff to include other relative information.
 3. The above evaluation results will account for 70% of the overall work record score. The remaining 30% will be determined by the Sheriff, according to his observations of the applicant and the materials (citations, reprimands, etc.) in the applicants personnel file.
- D. College Credit or Military Service - 5% of overall score, based on the following formula:
1. 10 points for each 30 college credit hours or each two (2) years of military service. Maximum four (4) years of military service.
 2. An employee having an Associate Degree in Law Enforcement shall receive five (5) extra points.
 3. An employee having a Bachelors Degree in Law Enforcement shall receive ten (10) extra points.
- E. Seniority - 10% of overall score. Based on the following.
1. .5 point for each month of seniority.

2. Must have the full month in to get credit.

F. Totals. Points will be tabulated as follows:

1. 100 possible points in each category
2. Points given in each category are multiplied by 1 for each 10% the category is worth.
 - a. Written test score is multiplied by 2.5
 - b. Oral by 3
 - c. Work record by 3
 - d. College Credit by .5
 - e. Seniority by 1

21.10: Results. A tentative list shall be posted listing total scores of each applicant.

21.11: Awarding Promotion. All promotions will be granted by the Sheriff from the two (2) highest total scores attained and any subsequent promotion from the list after one (1) promotion has been made will be selected from the remaining highest score and the next highest score attained.

21.12: Employees shall have the right to review their tests and scores on all sections of the promotional procedure prior to the awarding of any promotion. This review shall be made during the first five (5) days after the posting of the tentative list.

21.13: During the probation period, which shall be the first six (6) months in the new classification, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reason shall be submitted to the employee and the Union in writing by the Employer. The matter may then become a proper subject for the second step of the grievance procedure.

21.14: During the probationary period, the employees will receive the rate of the job they are performing.

21.15: Employees required to work in a higher classification shall be paid the rate of the higher classification.

ARTICLE XXII
NO STRIKE AGREEMENT

22.1: The parties to this Agreement mutually recognize that the service performed by the employees covered by this Agreement are service essential to the public health, safety and welfare. The bargaining unit therefore agrees until the termination of this Agreement, that there shall be no interruption of these services, 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 full or in part from the full, faithful and proper performance of the duties of their employment.

22.2: The bargaining unit further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the county as long as this contract is in force.

ARTICLE XXIII
MANAGEMENT'S RIGHTS

23.1: The bargaining unit recognizes that the Employer is charged with certain powers, rights, authority, duties, and responsibilities by the laws and constitution of the state of Michigan which it must assume and discharge, and which shall not be delegated.

Nothing contained herein either expressed or implied shall abridge, abrogate, or usurp such rights or duties of the board, except as provided for in this Agreement.

23.2: It is agreed that other rights and responsibilities of the Employer including those delegated to the Sheriff by the Employer, and not in conflict with this Agreement, are hereby recognized.

23.3: The Employer retains the sole and exclusive right to manage and operate the county sheriff's department in all of its operations and activities not in conflict with the terms of this Agreement. Among the rights of management included only by way of illustration and not by way of limitation is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines

required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated, and their location; to direct and control operations as in the past; to establish work rules not contrary to this Agreement; to study and use improved methods and equipment, to manage its affairs efficiently and economically, to determine the quantity and quality of service to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any such service, materials, or methods of operation, to introduce new equipment, methods, machinery, change, or eliminate existing equipment, and institute changes, supplies to be used and purchased, to construct any new facilities or the improvement of existing facilities, to determine the size of the work force and increase or decrease size to determine the lunch, rest period, clean-up time, starting and quitting time, and the number of hours to be worked, to establish work schedules, to make judgments as to ability and skill, to determine work loads, and in all respects to carry out the ordinary and customary function of management when not in conflict with the terms of this Agreement.

23.4: The Employer shall have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish penalties for violation of such rules; to establish change work schedules, to provide and assign relief personnel when not in conflict with the terms of this Agreement.

23.5: The bargaining unit hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE XXIV
HEALTH AND SAFETY

24.1: The Employer will make reasonable provisions for the safety and health of its employees while said employees are in the course of their employment. No employee shall be required to use any equipment which is in an unsafe condition to the extent that its use could cause or be reasonably likely to cause

injury to the employee. Employees will make a reasonable effort to report unsafe conditions to their supervisor.

ARTICLE XXV
VETERANS

25.1: The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE XXVI
CHANGE IN PERSONAL STATUS

26.1: Employees shall notify the Sheriff of any change of name, address, telephone number, marital status or number of dependents promptly within five (5) days after change has been made. The telephone number shall be held in confidence.

ARTICLE XXVII
WORK RULES

27.1: The Employer reserves the right to publish and enforce fair and reasonable work rules, policies, and regulations not in conflict with this Agreement. However, the work rules will be in writing and presented to the Union five (5) days before posting. They shall be posted for seven (7) days before they go into effect.

ARTICLE XXVIII
SUPPLEMENTAL EMPLOYMENT

28.1: Members of the bargaining unit may engage in supplemental employment if they so desire, provided, however, that it is understood and agreed that the first obligation of the members of the bargaining unit is to the County of Sanilac Sheriff Department and supplemental employment shall in no way conflict with regularly assigned duties.

28.2: The employee may hold more than one regular job wherein he is employed by another employer to exercise skills similar to those exercised for the Employer, as long as his employment is not in conflict with this Agreement.

ARTICLE XXIX
SAVINGS CLAUSE

29.1: Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, or the Michigan Employment Relations Commission, such invalidation shall not affect the remaining portions of this Agreement.

ARTICLE XXX
WORK DAY AND WORK WEEK

30.1: The normal work day for regular full-time employees shall be eight (8) hours, including a thirty (30) minute lunch period. The normal pay period for regular full-time employees shall consist of ten (10) work days and shall normally be eighty (80) hours duration. This section shall not be construed as, and is not, a guarantee of any number of hours of work per day or per week, or pay per day, or pay per week.

30.2: Nothing shall restrict the Employer from scheduling overtime and employees shall be required to work such overtime unless excused for satisfactory reasons.

30.3: The starting and quitting time of each shift shall be established by the Employer as required to meet operating schedules. For each fifteen (15) minutes or any portion thereof an employee is late he may be subject to loss of pay in one quarter hour increments at the discretion of the sheriff. Three (3) or more violations within one (1) year may subject the offender to further disciplinary action.

30.4: Employees who work on the second and third shift shall receive, in addition to their regular pay for the pay period, thirty-five (\$.35) cents per hour and forty-five (\$.45) cents per hour, respectively, additional compensation.

ARTICLE XXXI

SHIFT HOURS

31.1: The Employer reserves the right to change the shift hours if and when it might become necessary to maintain continuity of public safety.

ARTICLE XXXII
EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

32.1: Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

32.2: Employees who are in some branch of the Armed Forces Reserve or the National Guard, will be paid the difference between their reserve pay and their regular pay with the department when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

ARTICLE XXXIII
LEAVES OF ABSENCE WITHOUT PAY

33.1: Leaves of absence without pay and benefits may be granted at the discretion of the Sheriff for up to one (1) year under subsection A, B, C, D and for up to the term of office under subsection E, without loss of accrued seniority and benefits. Seniority and benefits shall not accrue during such leaves. Leaves of absence shall not be unreasonably withheld.

- A. Illness leave, physical or mental
- B. Prolonged illness of the immediate family, limited to father, mother, wife, child, step-child, step-father or step-mother.
- C. Standard education courses and training programs that would be work related or a benefit to the Employer.

- D. Maternity leave.
- E. Serving in an appointed position, with the Sheriff's Department or elected or appointed with the Union.

33.2: Approved leaves of absence may be extended for a reasonable period at the discretion of the Employer.

ARTICLE XXXIV
LEAVE FOR UNION CONFERENCES AND CONVENTIONS

34.1: The employer will grant leaves with pay to the Union members of the bargaining unit for the following functions: attend the Union's conventions and conferences.

- A. One (1) man for five (5) days every two (2) years to attend Union conventions and conferences.
- B. To obtain the above mentioned leave days, request for leave must be in writing fifteen (15) days in advance showing location and dates of conventions and conferences.

ARTICLE XXXV
UNION BULLETIN BOARDS

35.1: The Employer will provide one (1) bulletin board which may be used by the Unions for posting of notices of the following types:

- A. Notices of recreational and social events
- B. Notices of elections
- C. Notices of results of elections
- D. Notices of meetings

ARTICLE XXXVI
RATES FOR NEW JOBS

36.1: When a new job is placed in the unit and it cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. Thereafter, within ten (10) workdays, the Employer will submit to the Union the description of the job, i.e.; duties, qualifications, minimum requirements and the rate assigned. In the event the Union does not agree that the rate is proper, the rate shall be subject to negotiations.

ARTICLE XXXVII
EQUALIZATION OF OVERTIME HOURS

37.1: Overtime hours shall be divided as equally as possible among employees on the same classifications in their shift. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each building.

37.2: Whenever overtime is required, the person with the least number of overtime hours in that classification within their shifts will be called first and so on down the list in an attempt to equalize the overtime hours.

37.3: For the purpose of this clause time not worked because employee did not choose to work will be charged to that employee in the amount of hours of the man working during the call out period.

37.4: An employee shall not be required or allowed to work more than sixteen (16) hours continuously except in the case of an extreme emergency as determined by the Sheriff. An employee who has worked sixteen (16) continuous hours shall not be called for overtime during the eight (8) hour period immediately following the sixteen (16) hours worked. A notation shall be made on the call-in sheet to indicate the reason employee was not called.

ARTICLE XXXVIII
WORKER'S COMPENSATION

38.1: Each employee will be covered by the applicable worker's Compensation Laws of the State of Michigan.

38.2: In the event an employee becomes disabled due to a work related injury or illness, resulting from hazardous

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exposure in line of duty such as but not limited to a shooting incident, assaults or auto accidents, etc.; for the first six (6) weeks, the county will maintain the difference between Worker's Compensation and the employee's normal take home pay, thereafter, the employee may use accumulated sick leave credits to maintain the difference between Worker's Compensation benefits and the employee's regular base pay at the rate of one (1) sick day for each three (3) compensation days.

38.3: If an employee is injured while in performance of a law enforcement/corrections function while on duty or off duty while assisting or performing an emergency law enforcement act on behalf of the department, and such injury is a treatable medical injury during absence from duty as a result the employee will not be required to use accumulated sick time during such absence prior to qualifying for workers compensation and/or benefits provided in section 38.2.

38.4: The Employer shall continue to provide medical coverage to the employee on a work related disability within the limitations established by the insurance carrier.

ARTICLE XXXIX
SICK LEAVE

39.1: All bargaining unit employees will accrue sick leave credits on the basis of four (4) hours per pay period and each pay period completed thereafter. Such sick leave will accumulate if not used within the year.

39.2: **Pay out at retirement**

a) Upon retirement - an employee will be paid for one-half of unused sick leave at the rate of pay at the time of retirement.

b) The maximum amount of unused sick leave which is subject to pay out shall be 80 days x ½ = forty (40) days pay out. Sick days accrued in excess of 80 days will be lost.

1) **Exception** - Employees who have sick leave balances in effect on January 31, 2008 which exceed 80 days will be grandfathered to the extent their sick leave balances exceed 80 days. Such grandfathered employees shall be entitled to a future payout calculated to include ½ of the unused amount of sick time not to exceed the amount in place on January 31, 2008.

Pay out at Termination

a) Upon termination with a minimum of five (5) years service, an employee will be paid for one half (1/2) of unused sick leave at the rate of pay at the time of termination.

b) The maximum amount of unused sick leave which is subject to pay out shall be 80 days x ½ = forty (40) days pay out. Sick days accrued in excess of 80 days will be lost.

1) **Exception** - Employees who have sick leave balances in effect on January 31, 2008 which exceed 80 days will be grandfathered to the extent their sick leave balances exceed 80 days. Such grandfathered employees shall be entitled to a future payout calculated to include ½ of the unused amount of sick time not to exceed the amount in place on January 31, 2008.

39.3: If an employee gets sick while on duty, after having worked half of the regularly scheduled shift, the employee shall be paid for a full day's pay and not lose a sick day.

39.4: In order to be eligible to receive sick leave pay, Employee must report to the Employer by telephone, the nature of his illness.

39.5: If the Employer feels an employee is abusing his sick leave privileges, the Employer may request and receive a doctor's statement showing proof of illness before returning to work.

39.6: Any member of the bargaining unit who has reached the sick day maximum (80 days or the amount grandfathered on January 31, 2008), shall comply with the following:

1. The employee will receive a payout for 50% of the days (80 day cap or cap as of 1/31/08) upon retirement or termination providing all eligibility requirements have been met.

2. One half (1/2) of any unused sick days in excess of 80 days or the cap as of 1/31/08, shall be paid out at the employee's current per diem rate. The payout will be received annually on the employee's anniversary date. The remaining ½ of the annual allotted sick days shall continue to accumulate beyond the capped amount for purposes of sick leave only. No sick leave beyond the 80 day cap or the 1/31/08 cap shall be paid at retirement.

3. All compensation shall be at the rate for the straight time schedule for the appropriate shift.

4. The BOC shall examine this procedure and in its sole discretion will determine whether this provision shall be continued following the first effective year of the provision. Should the BOC decide to discontinue this provision at any time during the effective term of this agreement, a flexible holiday shall be implemented for the bargaining unit members.

ARTICLE XL
HOLIDAY PROVISIONS

40.1: The paid holidays for law enforcement employees are designated as:

- | | |
|--------------------------------------|---------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Veteran's Day |
| Presidents Day | Thanksgiving Day |
| Easter | Christmas Eve Day |
| Memorial Day | Christmas Day |
| Fourth of July | New Year's Eve Day |

40.2: Employees will be paid their current rate for said holidays, plus time and one-half (1-1/2) for all hours worked on any of said holidays. Martin Luther King's birthday and Presidents' Day shall be paid on the nationally observed day.

40.3: If an employee is called in on a holiday, the employee will be paid straight time plus two times his regular pay for all hours worked.

40.4: An employee must work in full, his regularly scheduled straight time workday prior to the holiday and his regularly scheduled straight time workday following the

holiday to be eligible for holiday pay, except in the case of authorized absence due to illness covered by sick leave.

ARTICLE XLI
VACATION PERIOD

41.1: Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.

41.2: Vacations will be taken in a period of consecutive days. Vacations may be split into one (1) or more weeks, providing such scheduling does not drastically interfere with the operation. Bargaining unit employee will be required to take at least $\frac{1}{2}$ their earned vacation time, including carryover, each year. The remainder of vacation time, not to exceed two (2) weeks shall either be carried over to the following year or paid in cash at the employee's option. Effective July 1, 1985 employees shall be allowed to use up to one-half of their accumulated vacation time on an individual day basis. Request for such days shall be made prior to the posting of the schedule which covers the period in which the requested vacation day or days will fall.

41.3: Pay in lieu of vacation, except as provided in 41.2 will not be granted except as absolutely necessary to meet the staffing requirements and in any event only upon the approval of the Sheriff or Undersheriff.

41.4: If an employee becomes ill and is under the care of a duly licensed physician during his vacation, the balance of his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

41.5: Vacation pay shall be computed at the employee's present rate of pay and a full day of vacation shall be paid for at the rate of eight (8) hours of pay.

41.6: Any employee who terminates his service from the department for any reason whatsoever, shall receive pro-rated vacation time for the year in which his service was terminated.

41.7: An employee will become eligible for vacation in accordance with the following schedule:

After one	(1) year of service	5 days
After two	(2) years of service	10 days each year
After four	(4) years of service	15 days each year
After seven	(7) years of service	20 days each year
After ten	(10) years of service	21 days each year
After fifteen	(15) years of service	23 days each year
After twenty	(20) years of service	25 days each year

41.8: Vacations shall be selected by the following procedure.

A. During the period of January 1 through January 31 each year employees shall have the opportunity to select vacations for the year on the basis of seniority.

B. All vacation requests made after January 31 each year shall be granted on the basis of date of request. First request submitted to get first choice. In the case of two or more requests submitted on the same date, seniority shall prevail and the senior employee will get first choice.

41.9: Vacations are a temporary paid leave from duty. For the purpose of this definition a vacation shall include the standard number of pass days granted in conjunction with the vacation.

41.10: Employees on vacation shall not be ordered to work except in the case of extreme emergency.

ARTICLE XLII
FUNERAL LEAVE

42.1: An employee shall be allowed four (4) calendar days as funeral leave not to be deducted from sick leave for death of the following: parents, spouse, child or stepchild; three (3) days for: stepparents, father-in-law, mother-in-law, brother, sister, grandparents or grandchildren; one (1) day for: brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

42.2: Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) calendar day, not to be deducted from sick leave. A Union representative or his designate shall be allowed one (1) calendar day in the event of a death or a member of the Union, who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

ARTICLE XLIII
OVERTIME

43.1: Overtime will be as follows: employees will be paid time and one-half (1-1/2) for overtime worked in excess of eight (8) hours per day eighty (80) hours per pay period.

ARTICLE XLIV
COURT PAY

44.1: Court appearances as scheduled shall not be considered as overtime hours unless in excess of forty (40) hours per week.

44.2: Employees called in for court who are not on duty shall be paid for all hours worked, with the minimum of two (2) hours for each appearance so scheduled at time and one-half (1-1/2) overtime rate or the employee may request in writing to the Sheriff accumulative time at the rate of time and one-half (1-1/2) for use in the future as special days off. However, the maximum accumulative time shall not exceed twenty-four (24) hours. Special days off shall be subject to five (5) days prior notice to the Sheriff.

44.3: Such days off will be granted if they do not interfere with work schedules, and there are enough sergeants to cover the shift without calling in another man.

ARTICLE XLV
UNIFORMS

45.1: The Employer shall furnish uniforms for the employees as deemed necessary. Employees shall be responsible for negligent use or loss of uniforms. The Employer shall pay an allowance of \$350.00 per year to any detective sergeant employed as uniform allowance.

45.2: The Employer shall provide one (1) set of footwear to each officer including the detective sergeant once per year according to the style as determined by the Employer.

ARTICLE XLVI
HOSPITALIZATION MEDICAL COVERAGE

Health Insurance (provisions apply to all members of COAM)

46.1: Effective April 01, 2008 or as soon thereafter as is feasible to implement, the employer shall provide for full time employees and legal dependents a health insurance plan with benefits comparable to the Blue Cross Blue Shield PPO III. Eligible employees shall be provided with optical and dental insurance comparable to the plans in effect on December 31, 2007. (*Comparable to BCBS Traditional Plus Plan 3 for Dental, BC/BS VSP for Vision*) The maximum out of pocket will be \$500/\$1,000.

46.2: The employer shall select and change the carrier in its discretion.

46.3: The employee shall have the option to buy up to a plan with a higher level of benefits if available from the carrier by payroll withholding for the differential cost in premiums. If an active employee chooses not to receive insurance, one-half of the then-current premium cost shall be paid to an employee opting out of the County Health Insurance coverage.

46.4: The base plan will include a \$10.00 office co-pay and a \$10/\$20 prescription co-pay rider.

46.5: The employer shall select and structure in its sole discretions plans which utilize wraps, self-insurance for all or part of the coverage or utilize third party administration for all or part of coverage.

A. Effective April 01, 2008 and for the duration of this Collective Bargaining Agreement (CBA), retirees who retire under the Sanilac County Retirement Plan during the term of this CBA will be entitled to participate in the County's Health Plan with Employer paid retiree health benefits for the duration of the CBA on the following scales based on

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years of service to the County and the retiree's age. There shall be two schedules for retiree health. One is for current members of the COAM bargaining unit and one for employees who become members but are not unit members on the date of ratification by the Board of Commissioners.

B. The Health Plan in which the Retiree may participate shall be the same plan as active employees are provided which plan will change from time to time as negotiated with active employees. (Current COAM members only) (April 01, 2008) Current retirees who were COAM members and are currently retired (April 01, 2008) shall receive health benefits as those provided active members with the same deductible and co-pays.

C. There shall be no duplicate hospitalization-medical insurance coverage provided to employees or retirees of the County. In the event the County employs more than one member of a family, or the family unit includes a retiree of the County, all of whom could be eligible for coverage under one hospital-medical insurance policy or plan as a spouse or eligible dependents of that family shall be covered by only one spouse or the other. It shall be the responsibility of the family to select a single hospitalization plan. Under no circumstances shall the county be obligated to provide more than one hospitalization-medical plan.

D. The retiree shall have the right to enroll sponsored dependents including the retiree's spouse so long as the retiree shall make monthly payments to the County to cover the cost of the sponsored dependent(s). (This provision does not apply to the spouse of current COAM members) (At time of ratification)

E. Employees who terminate employment with the County with a deferred vested pension shall not be eligible to participate in the above retiree health plan.

F. A retiree who is otherwise age and service eligible but who is, subsequent to such retirement, eligible to receive a medical-hospitalization insurance plan/coverage from another employer that provides similar coverage and benefits as offered by the County and at no greater premium co-pay to the retiree or the retirees' spouse than exists in the County's plan shall not be entitled to the County's

coverage during the period of eligibility under the other plan.

G. There is no cash payment in lieu of option in the event a retiree is eligible for participation in another plan. Married couples who are both members of the Collective Bargaining Unit are eligible to each receive the defined health benefit for benefit allocation for health insurance. This is for coordination of health benefits and there is no option for a cash payment in lieu of health.

H. The retiree's participation in the County plan shall terminate at the age at which the retiree becomes age eligible for participation in Medicare. The current grand parented members of COAM shall be eligible for the Medicare supplement but must apply for Medicare when eligible.

I. The Employer shall implement and offer a Health Savings Account plan whereby active employees may save and plan for retirement health care by contributing to a savings plan for retiree health purposes on a tax deferred or tax exempt basis. This provision shall be implemented at a later date.

J. The coverage levels and above benefits are subject to future contract negotiations between the parties.

The following members of COAM who are currently employed in the department as active COAM employees shall receive the following health insurance coverage according to age and year of service in retirement:

30 years service		100% paid premium	2 person
28 years of service		75% paid premium	2 person
25 years of service		50% paid premium	2 person
20 years of service		30% paid premium	2 person
15 years of service	55 years of age	20% paid premium	2 person
10 years of service	60 years of age	15% paid premium	2 person

The health plan in which the grand parented employee may participate shall be the same plan as active employees are provided which plan will change from time to time as negotiated with active employees. Grand parented bargaining unit members are as follows:

DOB	Name	Date of Hire	Age at Hire	Date at 30 years	Age at 30 years
06/29/56	Jim Johnson	06/19/78	21	06/19/08	51
12/08/49	Terry Dennison	07/31/83	33	07/31/13	63
05/11/52	John Severance	11/06/85	33	11/06/15	63
06/23/59	Bob Willis*	05/10/88	29	05/10/18	59
10/01/62	Jim Wagester	11/04/90	28	11/04/20	58
05/01/63	Paul Rich*	12/14/88	25	12/14/18	55
08/08/62	Nick Romzek*	09/18/89	27	09/18/19	57
10/24/58	Bernie Hawk*	09/18/89	31	09/18/19	61
08/15/66	Dawn Cubitt	03/24/96	29	03/24/26	59
02/13/53	Jan Severance	01/08/86	33	01/08/16	63
03/12/72	John Moody	03/03/96	24	03/03/26	54
10/15/66	Char Washkevich*	05/12/91	25	05/12/21	55
11/19/68	Brad Roff	04/30/95	27	04/30/25	57
01/01/76	Chad Billot	06/30/99	23	06/30/29	53

***Leave time included (as of April 01,2008)**

Bargaining Unit members who are not in the COAM Unit on the date of ratification by both parties will receive retirement health care benefits according to the following schedule:

Eligibility:

Employer Obligation:

34 years of service, 55 years of age:

100% Employer paid Single Subscriber premium up to a maximum employer payment of \$6,000.00 per year / \$500.00 per month.

30 years of service, 55 years of age:

85% Employer paid Single Subscriber premium up to a maximum employer payment of \$5,100.00 per year/ \$425.00 per month.

25 years of service, 55 years of age:

70% Employer paid Single Subscriber premium up to a maximum Employer payment of \$4,200 per year / \$350.00 per month.

20 years of service, 55 years of age:

55% Employer paid Single Subscriber premium up to a maximum Employer payment of \$3,300.00 per year / \$255.00 per month.

15 years of service, 55 years of age:

40% Employer paid Single Subscriber premium up to a maximum Employer payment of \$2,400.00 per year / \$200.00 per month.

10 years of service, 55 years of age:

25% Employer paid Single Subscriber premium up to a maximum Employer payment of \$1,500.00 per year or \$125.00 per month.

The above retiree health scale shall apply to employees who are not currently in the COAM bargaining unit at the time of ratification but become members during the term of this agreement.

ARTICLE XLVII
PERSONAL LEAVE DAYS

47.1: At least 24 hours advance notice shall be required for approval for the use of a personal day. Approval will be contingent upon scheduling needs of the department. Emergency and/or unforeseen circumstances will be taken into consideration for granting such requests with less than 24 hours notice, at the discretion of the Sheriff. Such personal days granted shall not be deducted from sick leave credits and will not accumulate from year to year. Three (3) such personal days shall be the maximum per year. Upon exhaustion of personal days within a calendar year, two additional personal days may be granted by the Sheriff under the above criteria of which will be deducted from the employees accumulated sick leave balance.

ARTICLE XLVIII
LIFE INSURANCE

48.1: The Employer shall carry \$10,000.00 accidental death insurance on each law enforcement employee. The Employer shall carry a \$10,000.00 life insurance policy on each law enforcement employee with double indemnity for accidental death and disability waiver of premium as long as he is an employee of the Sanilac County Sheriff's Department.

ARTICLE XLIX
WAIVER

49.1: It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior

agreements and understandings, between the parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted.

49.2: The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereinafter signed by the parties hereto.

49.3: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or 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.

ARTICLE I
GENERAL PROVISIONS

50.1: The Employer shall not select or change the insurance carrier without consent of the Union during the life of this Agreement but shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind. All benefits shall be subject to standard provisions set forth in the policy or policies.

50.2: Benefits for otherwise eligible new employees will become effective when he/she attains thirty (30) days employment or either according to the insurance policy.

50.3: When employment and seniority is interrupted by layoff, discharge, quit, strike, leave of absence or retirement, except worker's compensation disability; all

insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.

50.4: As a condition of continued receipt of benefits the Employer at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to full-time work.

50.5: The employee shall not be eligible to receive benefits while he is:

- A. On layoff, or
- B. On unpaid leave of absence, or
- C. Has quit his employment, or
- D. Been discharged, and the discharge is not reversed through grievance procedure, or
- E. Retired.

50.6: Pay Advance. If a regular payday falls during an employee's vacation, he will receive that check before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.

50.7: If an employee is laid off or retired, or severs his employment he will receive any unused vacation credit including in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year such credit deducted from his vacation the following year.

50.8: Rate During Vacation. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

50.9: Computation of Benefits: All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

Change in Pay Day - The employer shall have the right to change the day of the week on which paychecks are issued, distributed or directly deposited from Thursdays to Fridays.

ARTICLE LI
RETIREMENT

51.1: The Employer will provide full contributions to County employee's retirement system for all members of this bargaining unit prior to January 1, 2000. Members of the bargaining unit hired on or after January 1, 2000 will contribute five (5%) percent of their gross wages toward the cost of their pension.

51.2: The pension multiplier shall be 2.5% of final average earnings in accordance with the pension requirements and permit normal retirement at age 50 through 59 with at least 25 years of service, early retirement at age 60 through 64 years of age with at least 10 years of service, or at 65 years of age in accordance with current provisions. Vesting will occur following eight (8) years of service for all members hired prior to January 1, 2000. Members of the bargaining unit hired after January 1, 2000 shall vest following ten (10) years of service.

ARTICLE LII
LAW ENFORCEMENT COLLEGE CREDITS

52.1: Each law enforcement employee who has sixty (60) credit hours or more for college credits earned in Law Enforcement courses, shall receive one hundred dollars (\$100.00) maximum.

52.2: Each law enforcement employee who has thirty (30) credit hours or more for college credits earned in Law Enforcement courses, shall receive fifty dollars (\$50.00). Each law enforcement employee who earns college credits in

Law Enforcement courses during the term of this Agreement will receive fifty dollars (\$50.00) per credit hour.

ARTICLE LIII
NEGOTIATIONS

53.1: Members of the bargaining unit shall be permitted a named three (3) member negotiating committee from the Local bargaining Unit. Those committee members who are on duty at the time of negotiations shall suffer no loss of pay. Additionally, if it is necessary for any one of the sergeants to leave negotiations because of an emergency situation, they shall do so.

ARTICLE LIV
FALSE ARREST INSURANCE

54.1: The Employer shall carry \$1,000,000.00 false arrest insurance on each law enforcement employee.

ARTICLE LV
CALL IN

55.1: Employees called in to work will receive a minimum of four (4) hours pay at time and one-half (1-1/2) rate. Training sessions, department meetings and court appearances shall be paid at a minimum of two (2) hours pay at time and one-half (1-1/2) rate for each appearance. Officers with assigned take home vehicles, excluding members of SRT (Special Response Team) and the dive team, shall receive one (1) hour minimum pay at time and one-half (1-1/2) rate.

55.2: Training sessions will normally be scheduled in four (4) hour blocks. Employees on four (4) day pass or vacation shall not be required to attend.

ARTICLE LVI
AMMUNITION

56.1: Practice and duty ammunition will be provided in the amount and type deemed necessary by the Sheriff.

ARTICLE LVII
DIVERS PAY

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57.1: The members of the department dive team, will receive time and one-half (1-1/2) for all practice dive time which exceeds the regular eight (8) hour day or eighty (80) hours per pay period. In addition, they will receive double time for all search and recovery dives.

ARTICLE LVIII

WAGES

58.1: The below listed chart will include the pay scale for the positions in C.O.A.M. bargaining group.

The wage schedule contains adjustments for IT Systems Coordinator, Corrections Corporal and Detective Sergeant. There shall be an adjustment of .23 per hour for Corrections Corporal, \$1.41 per hour for Detective Sergeant and \$1.88 per hour for IT Systems Coordinator. These adjustments shall be incorporated into the wage schedule. There shall be no retroactive pay.

No retroactive pay for 2005, 2006, and 2007. One time \$1,000.00 signing bonus.

The wage scales are as follows:

<i>Hired before 1/1/2000 eligible for ins settlement-5yr step</i>					1-Jan			
	2005	2006	Jan-07	Jun-07	2008	2009	2010	2011
D/Sgt-Lt	0.0%	2.5%	2.0%	1.0%	3.0%	2.5%	2.0%	2.0%
Start	\$20.15	\$20.65	\$21.07	\$21.28	\$21.92	\$22.46	\$22.91	\$23.37
6month	\$20.51	\$21.02	\$21.44	\$21.66	\$22.31	\$22.87	\$23.32	\$23.79
1yr	\$20.87	\$21.39	\$21.82	\$22.04	\$22.70	\$23.27	\$23.73	\$24.21
2yr	\$21.24	\$21.77	\$22.21	\$22.43	\$23.10	\$23.68	\$24.15	\$24.64
3yr	\$21.60	\$22.14	\$22.58	\$22.81	\$23.49	\$24.08	\$24.56	\$25.05
4yr	\$21.96	\$22.51	\$22.96	\$23.19	\$23.88	\$24.48	\$24.97	\$25.47
5yr	\$22.32	\$22.88	\$23.34	\$23.57	\$24.28	\$24.88	\$25.38	\$25.89

<i>Hired after 1/1/2000 NOT eligible for settlement- 5yr step</i>					1-Jan			
	2005	2006	Jan-07	Jun-07	2008	2009	2010	2011
D/Sgt-Lt	0.0%	2.5%	2.0%	1.0%	3.0%	2.5%	2.0%	2.0%
Start	\$19.87	\$20.37	\$20.77	\$20.98	\$21.61	\$22.15	\$22.59	\$23.05
6month	\$20.24	\$20.75	\$21.16	\$21.37	\$22.01	\$22.56	\$23.02	\$23.48
1yr	\$20.59	\$21.10	\$21.53	\$21.74	\$22.39	\$22.95	\$23.41	\$23.88
2yr	\$20.96	\$21.48	\$21.91	\$22.13	\$22.80	\$23.37	\$23.83	\$24.31
3yr	\$21.33	\$21.86	\$22.30	\$22.52	\$23.20	\$23.78	\$24.25	\$24.74
4yr	\$21.69	\$22.23	\$22.68	\$22.90	\$23.59	\$24.18	\$24.66	\$25.16
5yr	\$22.05	\$22.60	\$23.05	\$23.28	\$23.98	\$24.58	\$25.07	\$25.57

<i>Hired before 1/1/2000 eligible for settlement</i>					1-Jan			
	2005	2006	Jan-07	Jun-07	2008	2009	2010	2011
D/Sgt-Lt	0.0%	2.5%	2.0%	1.0%	3.0%	2.5%	2.0%	2.0%

January 01, 2005 through December 31, 2011

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Start	\$22.32	\$22.88	\$23.34	\$23.57	\$24.28	\$24.88	\$25.38	\$25.89
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Hired after 1/1/2000 NOT eligible for settlement

1-Jan

	2005	2006	Jan-07	Jun-07	2008	2009	2010	2011
D/Sgt-Lt.	0.0%	2.5%	2.0%	1.0%	3.0%	2.5%	2.0%	2.0%

Start	\$22.05	\$22.60	\$23.05	\$23.28	\$23.98	\$24.58	\$25.07	\$25.57
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Hired before 1/1/2000 eligible for ins settlement-5yr step

1-Jan

	2005	2006	Jan-07	Jun-07	2008	2009	2010	2011
Sgt.	0.0%	2.5%	2.0%	1.0%	3.0%	2.5%	2.0%	2.0%
Start	\$19.60	\$20.09	\$20.49	\$20.70	\$21.32	\$21.85	\$22.29	\$22.73
6month	\$19.82	\$20.32	\$20.72	\$20.93	\$21.56	\$22.10	\$22.54	\$22.99
1yr	\$20.03	\$20.53	\$20.94	\$21.15	\$21.79	\$22.33	\$22.78	\$23.23
2yr	\$20.25	\$20.76	\$21.17	\$21.38	\$22.02	\$22.58	\$23.03	\$23.49
3yr	\$20.47	\$20.98	\$21.40	\$21.62	\$22.26	\$22.82	\$23.28	\$23.74
4yr	\$20.68	\$21.20	\$21.62	\$21.84	\$22.49	\$23.05	\$23.52	\$23.99
5yr	\$20.91	\$21.43	\$21.86	\$22.08	\$22.74	\$23.31	\$23.78	\$24.25

Hired after 1/1/2000 NOT eligible for settlement-5yr step

1-Jan

	2005	2006	Jan-07	Jun-07	2008	2009	2010	2011
Sgt.	0.0%	2.5%	2.0%	1.0%	3.0%	2.5%	2.0%	2.0%
Start	\$19.33	\$19.81	\$20.21	\$20.41	\$21.02	\$21.55	\$21.98	\$22.42
6month	\$19.54	\$20.03	\$20.43	\$20.63	\$21.25	\$21.78	\$22.22	\$22.66
1yr	\$19.76	\$20.25	\$20.66	\$20.87	\$21.49	\$22.03	\$22.47	\$22.92
2yr	\$19.97	\$20.47	\$20.88	\$21.09	\$21.72	\$22.26	\$22.71	\$23.16
3yr	\$20.20	\$20.71	\$21.12	\$21.33	\$21.97	\$22.52	\$22.97	\$23.43
4yr	\$20.40	\$20.91	\$21.33	\$21.54	\$22.19	\$22.74	\$23.20	\$23.66
5yr	\$20.63	\$21.15	\$21.57	\$21.78	\$22.44	\$23.00	\$23.46	\$23.93

Hired before 1/1/2000 eligible for Settlement-2yr step

1-Jan

	2005	2006	Jan-07	Jun-07	2008	2009	2010	2011
Sgt.	0.0%	2.5%	2.0%	1.0%	3.0%	2.5%	2.0%	2.0%
Start	\$19.60	\$20.09	\$20.49	\$20.70	\$21.32	\$21.85	\$22.29	\$22.73

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6month	\$19.92	\$20.42	\$20.83	\$21.03	\$21.67	\$22.21	\$22.65	\$23.10
1yr	\$20.29	\$20.80	\$21.21	\$21.43	\$22.07	\$22.62	\$23.07	\$23.53
2yr	\$20.91	\$21.43	\$21.86	\$22.08	\$22.74	\$23.31	\$23.78	\$24.25

Hired after 1/1/00 NOT eligible for settlement-2yr step

	1-Jan							
	2005	2006	Jan-07	Jun-07	2008	2009	2010	2011
Sgt.	0.0%	2.5%	2.0%	1.0%	3.0%	2.5%	2.0%	2.0%
Start	\$19.33	\$19.81	\$20.21	\$20.41	\$21.02	\$21.55	\$21.98	\$22.42
6month	\$19.54	\$20.03	\$20.43	\$20.63	\$21.25	\$21.78	\$22.22	\$22.66
1yr	\$19.97	\$20.47	\$20.88	\$21.09	\$21.72	\$22.26	\$22.71	\$23.16
2yr	\$20.63	\$21.15	\$21.57	\$21.78	\$22.44	\$23.00	\$23.46	\$23.93

Hired before 1/1/2000 eligible for ins settlement-5yr step

	1-Jan							
	2005	2006	Jan-07	Jun-07	2008	2009	2010	2011
Dis. Sup/Cpl	0.0%	2.5%	2.0%	1.0%	3.0%	2.5%	2.0%	2.0%
Start	\$16.08	\$16.48	\$16.81	\$16.98	\$17.49	\$17.93	\$18.28	\$18.65
6month	\$16.36	\$16.77	\$17.10	\$17.28	\$17.79	\$18.24	\$18.60	\$18.98
1yr	\$16.64	\$17.06	\$17.40	\$17.57	\$18.10	\$18.55	\$18.92	\$19.30
2yr	\$16.92	\$17.34	\$17.69	\$17.87	\$18.40	\$18.86	\$19.24	\$19.62
3yr	\$17.20	\$17.63	\$17.98	\$18.16	\$18.71	\$19.17	\$19.56	\$19.95
4yr	\$17.47	\$17.91	\$18.26	\$18.45	\$19.00	\$19.48	\$19.87	\$20.26
5yr	\$17.76	\$18.20	\$18.57	\$18.75	\$19.32	\$19.80	\$20.20	\$20.60

Hired after 1/1/2000 NOT eligible for settlement- 5yr step

	1-Jan							
	2005	2006	Jan-07	Jun-07	2008	2009	2010	2011
Dis. Sup/Cpl	0.0%	2.5%	2.0%	1.0%	3.0%	2.5%	2.0%	2.0%
Start	\$15.81	\$16.21	\$16.53	\$16.69	\$17.20	\$17.63	\$17.98	\$18.34
6month	\$16.09	\$16.49	\$16.82	\$16.99	\$17.50	\$17.94	\$18.30	\$18.66
1yr	\$16.37	\$16.78	\$17.11	\$17.29	\$17.80	\$18.25	\$18.61	\$18.99
2yr	\$16.65	\$17.07	\$17.41	\$17.58	\$18.11	\$18.56	\$18.93	\$19.31
3yr	\$16.92	\$17.34	\$17.69	\$17.87	\$18.40	\$18.86	\$19.24	\$19.62
4yr	\$17.20	\$17.63	\$17.98	\$18.16	\$18.71	\$19.17	\$19.56	\$19.95
5yr	\$17.49	\$17.93	\$18.29	\$18.47	\$19.02	\$19.50	\$19.89	\$20.29

Hired before 1/1/2000 eligible for Settlement-2yr step

	1-Jan							
	2005	2006	Jan-07	Jun-07	2008	2009	2010	2011
Dis. Sup/Cpl	0.0%	2.5%	2.0%	1.0%	3.0%	2.5%	2.0%	2.0%
Start	\$16.08	\$16.48	\$16.81	\$16.98	\$17.49	\$17.93	\$18.28	\$18.65

6month	\$16.62	\$17.04	\$17.38	\$17.55	\$18.08	\$18.53	\$18.90	\$19.28
1yr	\$17.19	\$17.62	\$17.97	\$18.15	\$18.70	\$19.16	\$19.55	\$19.94
2yr	\$17.76	\$18.20	\$18.57	\$18.75	\$19.32	\$19.80	\$20.20	\$20.60

<i>Hired before 1/1/00 NOT eligible for settlement-2yr step</i>					1-Jan			
	2005	2006	Jan-07	Jun-07	2008	2009	2010	2011
Dis. Sup/Cpl	0.0%	2.5%	2.0%	1.0%	3.0%	2.5%	2.0%	2.0%
Start	\$15.81	\$16.21	\$16.53	\$16.69	\$17.20	\$17.63	\$17.98	\$18.34
6month	\$16.35	\$16.76	\$17.09	\$17.26	\$17.78	\$18.23	\$18.59	\$18.96
1yr	\$16.91	\$17.33	\$17.68	\$17.86	\$18.39	\$18.85	\$19.23	\$19.61
2yr	\$17.49	\$17.93	\$18.29	\$18.47	\$19.02	\$19.50	\$19.89	\$20.29

					1-Jan			
	2005	2006	Jan-07	Jun-07	2008	2009	2010	2011
Dis. Director	0.0%	2.5%	2.0%	1.0%	3.0%	2.5%	2.0%	2.0%
Start	\$19.95	\$20.45	\$20.86	\$21.07	\$21.70	\$22.24	\$22.69	\$23.14

**ARTICLE LIX
EQUIPMENT**

59.1: The Employer will continue to provide air conditioning in department cars, as in the past, so long as air conditioning is available in the make and model of cars that the County may purchase.

59.2: Along with the first paycheck in July of each contract year, the Employer shall pay, all employees as equipment allowance of \$100.00 (one hundred dollars).

**ARTICLE LX
UNIFORM CLEANING SUPPLEMENT**

60.1: Each detective and all employees who are required to wear department uniforms shall receive a uniform cleaning supplement of five hundred and fifty (\$550.00) with their first paycheck in December. This supplement will be by separate check.

**ARTICLE LXI
PART TIME EMPLOYEES**

61.1: The Employer agrees not to hire or retain any part-time employee unless the minimum full-time staffing by classification listed below is maintained:

Business Agent

**For the SANILAC COUNTY COMMAND OFFICERS
ASSOCIATION**

James Johnson
Union President

DATE:

Nick Romzek
Union Vice President

DATE: