

12/31/92

~~DRAFT~~

ratified 9/25/90
by board.

AGREEMENT BETWEEN
GLADWIN COUNTY BOARD OF COMMISSIONERS
AND
GLADWIN COUNTY SHERIFF
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN
(Gladwin Correction Officers Association)

Effective: October 1, 1990 through December 31, 1992

Gladwin County



**POLICE OFFICERS
ASSOCIATION OF MICHIGAN**

Laura

28815 West Eight Mile Road, Suite 103 • Livonia, MI 48152 • (313) 476-3355 • FAX (313) 476-0307

October 12, 1990

Paul Groves
Gladwin County Corrections
Officers Association
1525 S. River Road
Beaverton, Michigan 48612

3 deduct

Dear Mr. Groves:

Effective November 1, 1990 the rates for the members of the Gladwin County Corrections Officers Association will be as follows:

Corrections Officers & Clerks/
Corrections Officers
Corrections Lieutenant

\$14.26

Cooks

\$14.00

If you have any questions, please do not hesitate to call.

Thank you.

Sincerely,

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

Lynn Faielli
Lynn Faielli
Controller

LP/jlh

cc: Patrick Spidell

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
AGREEMENT	1
NON DISCRIMINATION	1
ARTICLE I	
RECOGNITION	1
Section 1.1. Unit Recognition	1
Section 1.2. Definition of Employees.	1
ARTICLE II	
REPRESENTATION	2
Section 2.1. Collective Bargaining Committee	3
Section 2.2. Reporting	3
Section 2.3. Conventions	3
ARTICLE III	
UNION SECURITY	3
Section 3.1. Agency Shop	3
Section 3.2. Union Membership	3
Section 3.3. Checkoff	4
ARTICLE IV	
MANAGEMENT RIGHTS	5
Section 4.1. Rights	5
Section 4.2. Subcontracting	6
ARTICLE V	
GRIEVANCE PROCEDURE	7
Section 5.1. Definition of Grievance	7
Section 5.2. Grievance Procedure	7
Section 5.3. Grievance Resolution	8
Section 5.4. Time Limitations	8
Section 5.5. Grievance Settlements	9
Section 5.6. Supervisory Representation	9
Section 5.7. Expedite Grievance Procedure	9
ARTICLE VI	
ARBITRATION	9
Section 6.1. Exclusive Method	9
Section 6.2. Arbitration Request	9
Section 6.3. Selection of Arbitrator	9
Section 6.4. Arbitrator's Powers	10
ARTICLE VII	
NO STRIKE - NO LOCKOUT	10
Section 7.1. No Strike Pledge	10
Section 7.2. Penalty	11
Section 7.3. No Lockout	11
ARTICLE VIII	
SENIORITY/SERVICE	11
Section 8.1. Seniority Definition	11
Section 8.2. Service Definition	11

Section 8.3.	Probationary Period	11
Section 8.4.	Promotion Out of Bargaining Unit	12
Section 8.5.	Loss of Seniority	12
ARTICLE IX		
LAYOFF AND RECALL		13
Section 9.1.	Layoff	13
Section 9.2.	Bumping	13
Section 9.3.	Recall	14
Section 9.4.	Return to Unit by Layoff	14
ARTICLE X		
HOURS OF WORK		14
Section 10.1.	Normal Work Period - Workday	14
Section 10.2.	Scheduling	14
Section 10.3.	Overtime	14
Section 10.4.	Premium Pay	15
Section 10.5.	No Duplication or Pyramiding of Premium Rates	15
Section 10.6.	Trading Shifts	15
Section 10.7.	Training and Schooling	15
ARTICLE XI		
LEAVES OF ABSENCE		16
Section 11.1.	Active Military Leave	16
Section 11.2.	Funeral Leave	17
Section 11.3.	Paid Sick Leave	17
Section 11.4.	Medical Certificates and Examinations	17
Section 11.5.	Unpaid Personal Leave	18
Section 11.6.	Unpaid Medical Leave	18
ARTICLE XII		
HOLIDAYS		19
Section 12.1.	Holiday Schedule	19
Section 12.2.	Holiday Eligibility	19
Section 12.3.	Worked Holidays	20
Section 12.4.	Holiday Payment	20
ARTICLE XIII		
VACATIONS		20
Section 13.1.	Vacation Schedule	20
Section 13.9.	Vacation Scheduling	21
Section 13.11.	Regular Part time employees	22
ARTICLE XIV		
INSURANCE		22
Section 14.1.	Hospitalization Insurance	22
Section 14.2.	Selection of Insurance Carriers	22
Section 14.3.	Continuation of Benefits	22
ARTICLE XV		
RETIREMENT		23
Section 15.1.	Retirement Plan	23

ARTICLE XVI		
COMPENSATION		
Section 16.1.	Salary Rates and Classifications.	23
Section 16.2.	Placement on the Scale.	24
ARTICLE XVII		
NEW CLASSIFICATIONS		
Section 17.1.	New Classifications	24
ARTICLE XVIII		
UNIFORMS AND EQUIPMENT		24
Section 18.1.	Uniforms and Equipment	24
ARTICLE XIX		
MISCELLANEOUS		24
Section 19.1.	Amendment of Agreement	24
Section 19.2.	Captions	24
Section 19.3.	Gender	24
Section 19.4.	Payday	25
Section 19.5.	Separability	25
Section 19.6.	Temporary, Irregular and Volunteer Auxiliary Employees.	25
Section 19.7.	Statutory Claims.	25
Section 19.8.	Liability Coverage	25
Section 19.9.	Supplemental Employment	25
Section 19.10.	Residency Requirements	25
ARTICLE XX		
SCOPE OF AGREEMENT		26
Section 20.1.	Past Practices	26
Section 20.2.	Waiver Clause	26
ARTICLE XXI		
DURATION		26
Section 21.1.	Termination	26
ARTICLE XXII		
DISCIPLINE/DISCHARGE PROCEDURES		27
Section 22.1.	Union Representation	27
Section 22.2.	Information Provided	27
Section 22.3.	Probationary Employees	27

AGREEMENT

THIS AGREEMENT, entered into this _____ day of September, 1990, and effective the 1st day of October, 1990, by and between the GLADWIN COUNTY BOARD AND COMMISSIONERS and the SHERIFF OF GLADWIN COUNTY, together hereinafter referred to as the "Employer", and POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM), hereinafter referred to as the "Union".

NON DISCRIMINATION

The Board, Sheriff and the Union shall not discriminate because of race, religion, creed, color, national origin, handicap, age or marital status, as required by law.

ARTICLE I

RECOGNITION

Section 1.1. Unit Recognition. The Employer recognizes the Police Officers Association of Michigan (POAM) as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of the State of Michigan for 1947, as amended by Act 379 of the Public Acts of the State of Michigan for 1965, as amended, for the following described unit.

Unit A: All full-time employees employed by the Gladwin County Sheriff's Department classified as corrections officers, corrections/clerks and cooks but excluding the sheriff, undersheriff, animal control officers, all employees classified as and holding the rank of corporal or above, confidential, temporary and seasonal employees and all other employees.

Unit B: All full-time and regular part-time employees employed by the Gladwin County Sheriff's Department classified as corrections corporals, corrections sergeants, or corrections lieutenants, but excluding all other employees.

Section 1.2. Definition of Employees. The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those regular full-time employees and regular part-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Section 1.1. For purposes of this Agreement, the following definitions shall be applicable:

- A. Regular Full-Time Employees: Employees regularly scheduled on a permanent basis to work forty (40) or more hours per week shall be considered as regular, full-time employees.
- B. Regular Part-Time Employees: Employees who are regularly scheduled to work less than forty (40) hours, but more than sixteen (16) hours per week, shall be classified as regular, part-time employees. Part time employees shall not receive

fringe benefits under this agreement, except as otherwise expressly provided.

- C. Special Part-Time Employees: An employee regularly scheduled to work sixteen (16) hours or less per week, shall be considered a special part-time employee. Such employee shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.
- D. Temporary/Seasonal Employees: An employee who is hired for a period of six (6) months or less will be considered a temporary employee and shall not attain seniority in the bargaining unit, shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.
- E. Intermittent Replacements/Casual/Substitute/Relief Employees: These are employees who are not regularly scheduled to work, but are called to work as needed by the Employer as a substitute or intermittent replacement for a regular full-time or regular part-time employee. These employees shall be compensated by wages only and shall not be covered by this collective bargaining agreement.

ARTICLE II

REPRESENTATION

Section 2.1. Collective Bargaining Committee. The Employer agrees to recognize a collective bargaining committee of the Union comprised of not more than two (2) non-probationary employee representatives, including the President of the local association. In the event that contract negotiations are held jointly with the supervisory unit, then the Employer agrees to recognize a collective bargaining committee of the Union for such joint negotiation sessions comprised of not more than three (3) non-probationary employee representatives, including the President of the local association. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for members of the collective bargaining unit as provided in the Grievance Procedure. Members of the committee shall also represent bargaining unit employees in collective bargaining negotiations with the Employer. The Union shall furnish the Employer, in writing, the names of its collective bargaining committee members before they shall be recognized. The Bargaining Committee shall normally conduct Union business on their own time. However, the Employer agrees to allow a release time for committee members to participate in collective bargaining negotiations for the Employer when those negotiations are scheduled during the employee's regular work hours. The Committee may also be allowed a reasonable amount of release time to investigate grievances, after receiving prior permission from their supervisor. A reasonable amount of time shall be construed to be not more than one-half (1/2) hour. After receiving permission from their supervisor, the Union President or alternatively the Union Vice-President, may be released from work to present grievances to the Employer during their normally scheduled working hours. It is

further mutually agreed that providing services to the citizens of Gladwin County is the first obligation of the Employer and the employees, and, thus, release time and processing of grievances may be delayed to the earliest practical time which does not adversely effect or detract from the public's welfare.

Section 2.2. Reporting. When it is necessary for a collective bargaining committee member to leave his work to handle a grievance in accordance with the Grievance Procedure established in this Agreement, he/she shall first obtain permission from the Sheriff or his designated representative. The collective bargaining committee member shall return to his/her job as promptly as possible and upon his/her return shall immediately report to the Sheriff or his designated representative. A collective bargaining committee member who is assigned to road patrol or other duties which require service outside of Sheriff's Department facilities shall perform his/her function in a manner which would not require his/her return to the Sheriff's Department facilities for the sole purpose of performing his/her representation functions.

Section 2.3. Conventions. The Local Association President, with the approval of the Sheriff, will be allowed to attend State and National Association meetings and conferences, not to exceed two (2) days per contract year, with the time taken from vacation accumulations.

ARTICLE III

UNION SECURITY

Section 3.1. Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.0 ~~thirty-one (31) days after the start of their employment~~ with the Employer or the effective date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equivalent to the periodic monthly dues uniformly required of Union members.

Section 3.2. Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. 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 various collective bargaining units without regard to whether or not the employee is a member of the Union. The Union further agrees that it shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic monthly dues uniformly required as a condition of acquiring or retaining membership in the Union.

Section 3.3. Checkoff.

- A. During the life of this Agreement, the Employer agrees to deduct the regular payment of the current rate of monthly Union dues or service fees as established by the Police Officers Association of Michigan from the pay of each employee who voluntarily executes and files with the Employer a proper checkoff authorization form. The following checkoff authorization form shall be used exclusively and shall be supplied by the Union:

BY _____
(Please Print) Last Name First Name Middle Name
TO _____
Name of Employer Department

Effective _____, I hereby request and authorize you to deduct from my earnings each payroll period an amount sufficient to provide for the regular payment of the current rate of monthly _____ 1) Union dues; _____ 2) service fee as established by the Police Officers Association of Michigan. The amount deducted shall be paid to the Treasurer of the Police Officers Association of Michigan.

Employee's Signature Street Address

City and State

- B. A properly executed copy of the written checkoff authorization form for each employee for whom dues, initiation and service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written checkoff authorization forms which have been properly executed and are in effect. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.
- C. Deductions for dues, initiation and service fees for any calendar month shall be made from the first (1st) pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or service fees. In the event an employee is absent from work during the first (1st) pay period, such deduction shall be made from the first (1st) period of the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than the fifteenth (15th) day of each month.
- D. In cases where a deduction is made which duplicates a payment already made to the Union by the employee, or where a deduction is not in conformity with the provisions of the

Union Constitution and By-Laws, refunds to the employee will be made by the Union.

- E. The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts. The Employer agrees to furnish the designated financial officer of the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted.
- F. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.
- G. The Employer shall not be responsible for Union dues or service fees after an employee's employment relationship with the Employer has ended. The procedure for deducting Union dues or service fees to take into periods of absence due to layoff or leaves shall be governed by the provisions of the Union's Constitution and By-Laws.
- H. The Employer shall not be liable to the Union, its members or the employees it represents once such sums have been remitted to the Union and, further, shall not be liable if such sums are lost when remitted by the United States Postal Service.
- I. All dues and service fees so deducted shall be sent to the Treasurer of the Police Officers Association of Michigan at 28815 W. Eight Mile Road, Suite 103, Livonia, Michigan 48152, or such other address as the Employer may be advised of in writing by the Union.
- J. The Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues or the service fee and to indemnify and defend the Employer against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer pursuant to this section and section 3.0.

ARTICLE IV

MANAGEMENT RIGHTS

Section 4.1. Rights.

- A. The Employer on its own behalf and on behalf of the public it serves, hereby retains and reserves unto itself and its designated representatives when so delegated by it, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. 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 to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter the budget; to establish classifications of work; to combine or recognize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to direct the work force; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to establish work standards; to select employees for promotion or transfer of supervisory or other positions; to determine the number of qualifications and competency of employees; to establish training requirements for purposes of maintaining or improving professional skills of employees and for advancement. The Employer shall also have the right to suspend, discipline or discharge employees for just cause, transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine reasonable penalties for violations of such rules; to establish and change work schedules and hours; to provide and assign relief personnel; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

- B. It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as specifically abridged or modified by this Agreement, all of the rights, powers and authority possessed by the Employer prior to the signing of this Agreement are retained by the Employer and remain within the rights of the Employer, regardless of whether such rights have or have not been exercised in the past.

Section 4.2. Subcontracting. Notwithstanding any other contrary term in this contract, the Board of Commissioners reserves the right to subcontract at any time food service bargaining unit work; to purchase any or all food service work processes or services when, in the sole determination of the Board, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others. Prior to subcontracting food service bargaining unit work which will result in a layoff, the Board shall provide sixty (60) calendar days notice to the Union. Upon request, the Board or its designated representatives shall meet with Union officials to discuss the proposed subcontracting within the sixty (60) days. However, the decision to subcontract food service is not grievable and shall be within the Board's sole discretion. In the event that the employee(s) scheduled

to be laid off due to subcontracting does not find other employment by the third week after being laid off, then under such circumstances, the Board shall provide three (3) weeks severance pay to that employee(s).

ARTICLE V

GRIEVANCE PROCEDURE

Section 5.1. Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint 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.

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

Step 1. Verbal Procedure. Within five (5) days of the occurrence of the incident giving rise to a grievance, or within five (5) days following the date the employee first reasonably should have known of the events giving rise to the grievance, the employee affected shall first discuss the matter with the person to whom the employee ordinarily reports with the object of settling the matter informally. If requested by the employee, a collective bargaining committee member may be present. It is expressly understood that if a discussion with the person to whom the employee ordinarily reports is intended to be the initiation of the Grievance Procedure at the Verbal Step, the employee shall also advise the person to whom he/she ordinarily reports of this fact at the time of the discussion. If the person to whom the employee ordinarily reports is not advised of this fact, the discussion shall not be considered an initiation of the Grievance Procedure at the Verbal Step.

Step 2. If the complaint is not satisfactorily resolved by the Verbal Procedure, the employee affected or a collective bargaining committee member shall reduce the employee's complaint to a written grievance and submit it to the Undersheriff. The written grievance shall name the employee(s) involved; state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to have been violated by appropriate reference; state the contention of the employee or the Union with respect to those provisions; indicate the relief requested and be signed by the employee(s)

affected. The written grievance shall be submitted to the Undersheriff within five (5) days after the Employer's answer in the Verbal Procedure. If the grievance is not satisfactorily resolved within five (5) days, the Undersheriff shall place his written answer upon the grievance form and return it to a Union representative.

Step 3. If a grievance is not satisfactorily resolved in Step 2, it may be appealed by submitting a written grievance to the Sheriff within five (5) days after the receipt of the Employer's Step 2 answer. The appeal shall be in writing and shall specify the basis of the appeal. Within fifteen (15) days after the grievance is appealed, a meeting shall be held between representatives of the Union and the Employer. The Union's representative shall be the Steward. The Employer's representative shall be the Sheriff. Either party may have non-employee representatives present, if desired. If the meeting cannot occur within the fifteen (15) day period, it shall be scheduled for a date mutually convenient to the parties. The Sheriff shall give the Steward a written answer to the grievance within fifteen (15) days following the Step 3 meeting.

Section 5.3. Grievance Resolution. All grievances which are satisfactorily resolved at the first (1st), second (2nd) or third (3rd) step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the County Board of Commissioners at its next regularly scheduled monthly meeting before they are binding on the Employer. The time limits set forth in Step 1, Step 2 and Step 3 of the Grievance Procedure shall be stayed during the period in which such grievance resolutions are referred to the County Board of Commissioners under this section. If the resolution of grievance is disallowed by the County Board of Commissioners, the Union shall have five (5) days following receipt by the Steward of notice of the County Board of Commissioners' action to resubmit the grievance at the next higher step in the Grievance Procedure than the grievance held prior to such disallowance. If the grievance is not resubmitted in a timely fashion, it shall be deemed to be withdrawn by the Union.

Section 5.4. Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

Saturdays, Sundays and holidays shall not be counted with regard to the time limitations and dates for submission of grievances, appeals, answers, etc.

Section 5.5. Grievance Settlements. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedence for any future grievance.

Section 5.6. Supervisory Representation. It is expressly understood and agreed to by the parties that no employee holding the rank of corporal or above who is included in the bargaining unit set forth in section 1.0 of this Agreement shall represent employees from another bargaining unit in the presentation or investigation of grievances under the Grievance or Arbitration Procedure set forth in this Agreement.

Section 5.7. Expedite Grievance Procedure. In the case of discharge, discipline resulting in loss of time or benefits, demotion, or layoffs, the employee shall have ten (10) calendar days to file a grievance. Grievances including the above matters shall start at Step 3 with the Sheriff.

ARTICLE VI

ARBITRATION

Section 6.1. Exclusive Method. The Employer and the Union support and subscribe to an orderly method of adjusting grievances. To this end, the parties agree that the Grievance and Arbitration Procedures set forth herein shall be the exclusive method utilized by them to resolve grievance disputes between them.

Section 6.2. Arbitration Request. The Union may request Arbitration of any unresolved grievance by giving written notice to the Sheriff and the Chairperson of the County's Sheriff's Committee of its intent to arbitrate within fifteen (15) calendar days following the meeting between the parties at Step 4 of the Grievance Procedure. The time limits for a request for arbitration may be extended by mutual agreement in writing. If arbitration is not so requested within the said fifteen (15) day period, the matter shall be considered settled on the basis of the Employer's last disposition.

Section 6.3. Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. The Employer and the Union agree to use the following arbitrators on a rotating basis with arbitrator "A" being selected first.

- A. Mario Chiesa
- B. David Grissom
- C. Mark Glazer
- D. Barry Brown

If the arbitrator up for selection is not available, the next arbitrator will be used. If none of the listed arbitrators are available, the Employer and the Union will attempt to agree on an impartial arbitrator. In the event the Employer and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the Federal Mediation and Conciliation Services consistent with such Service's normal procedures. All arbitration proceedings will be conducted in accordance with the rules and procedures of the Federal Mediation and Conciliation Service. Any Federal Mediation and Conciliation Service administrative fees or other charges, and the arbitrator's charges for his or her services and expenses shall be shared equally by the Employer and the Union. Each party shall pay the fees, expenses, wages and other compensation for their own witnesses, representatives and legal counsel.

Section 6.4. Arbitrator's Powers. The arbitrator's power shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he have power to change any classification wage rate, to rule on any claim arising from a decision of the insurance carrier or Retirement System in administering their plans; or to issue a ruling modifying any matter covered by a Statute or Ordinance. Further, the arbitrator shall not be empowered to consider any question or matter outside of this Agreement or to rule upon which persons the Sheriff shall deputize and which persons will be delegated the Sheriff's law enforcement authority. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees of the bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

ARTICLE VII

NO STRIKE - NO LOCKOUT

Section 7.1. No Strike Pledge. The Union agrees that neither it nor its officers, representatives, members or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage or engage in any strike, walk-out, slow-down, sit-in or stay-in; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful and proper performance of their duties, including a labor dispute between the Employer and any other labor organization. The Union shall not cause, authorize, sanction or condone, nor shall any employee covered by this Agreement take part in any picketing of the Employer's buildings, offices or premises because of a labor dispute with the Employer.

Section 7.2. Penalty. Any employee who violates the provisions of section 7.1 shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the Grievance and Arbitration Procedure regarding discipline imposed for a violation of section 7.1 shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by section 7.1.

Section 7.3. No Lockout. During the life of this Agreement, the Employer, in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited in section 7.1, agrees to not lockout any employees covered by this Agreement.

ARTICLE VIII

SENIORITY/SERVICE

Section 8.1. Seniority Definition. Seniority shall be defined as the length of the employee's continuous service in a regular position within the Gladwin County Sheriff's Department since an employee's last date of hire. Classification Seniority shall mean the length of continuous service commencing from the date of the employee's service in this particular classification. An employee's "last date of hire" shall be the most recent date upon which he first commenced work. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 8.2. Service Definition. Service shall be defined as the length of an employee's continuous full-time service with the Gladwin County Sheriff's Department since his last date of hire. An employee's "last date of hire" shall be the most recent date upon which he/she first commenced work. The application of service shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 8.3. Probationary Period.

- A. All new full-time employees shall be considered probationary employees for a period of one (1) calendar year, after which time their seniority shall relate back to their last date of hire. Until an employee has completed the probationary period, he/she may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedure. There shall be no seniority among probationary employees.
- B. All employees that are promoted or transferred shall be considered probationary employees for a period of six (6) calendar months. Promoted or transferred employees shall not attain classification seniority in their new position until they have satisfactorily completed their probationary period, whereupon their classification seniority shall relate back to their date of transfer or promotion.

Promoted or transferred employees shall retain their departmental seniority. Until the employee has completed the probationary period, he/she may be laid off or demoted to his/her prior position at the Employer's discretion without regard to provision of this Agreement and without recourse to the Grievance and Arbitration Procedure.

Section 8.4. Promotion Out of Bargaining Unit. Employees who promote or transfer to a higher classification outside of the bargaining unit may be required to serve a probationary period in such higher classification. During such probationary period, or for six (6) months, which ever is shorter, the employee may voluntarily return to his former classification without loss of seniority. If the employee fails to successfully complete his/her probationary period, he will return to his former classification without loss of seniority.

Section 8.5. Loss of Seniority. An employee's seniority and his employment relationship with the Employer shall terminate for any of the following reasons:

- A. If he/she resigns, quits or retires.
- B. If he/she is discharged or terminated and the termination or discharge is not reversed.
- C. If he/she has been on layoff status for a period of time equal to his/her seniority or two (2) years, whichever is less.
- D. If he/she is absent from work for three (3) consecutive working days without notifying the Employer.
- E. If he/she fails to return to work on the required date from a leave of absence, vacation or layoff or disciplinary suspension.
- F. If he/she is convicted of a felony, a misdemeanor punishable by more than ninety (90) days of imprisonment or OUIL.
- G. If he/she makes an intentional false statement on his/her employment application, on an application for leave of absence or on any official police report relating to law enforcement functions.
- H. If he/she fails to report for work within one (1) week following notification of recall from layoff sent by certified mail, return receipt requested, to his/her last known address.
- I. He/she has been on sick leave for a period of time equal to his/her seniority at the commencement of such leave or one (1) year, whichever is less.

- J. He/she has been on workers' compensation leave for a period of time equal to his/her seniority at the commencement of such leave or two (2) years, whichever is less.

ARTICLE IX

LAYOFF AND RECALL

Section 9.1. Layoff. When it is determined by the Employer that the work force in a particular job classification is to be reduced, the Employer shall layoff employees in the following order:

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

Notwithstanding any provision in this Section, a junior employee may be retained if a more senior employee does not presently have the necessary training, ability and experience to perform the remaining work in an effective and efficient manner. The Employer shall endeavor to provide at least five (5) calendar days advance notice of the layoff and, if known, the anticipated duration of the layoff.

Section 9.2. Bumping. Upon being laid off from his/her classification, an employee may bump lower seniority employees within the bargaining unit under the following conditions:

- A. The bumping employee cannot move into a position of a higher salary grade.
- B. The bumping employee must have more departmental seniority than the employee in the position who is being bumped.
- C. The bumping employee must possess the necessary skill, experience and certifications which will qualify the employee to perform the work adequately, with minimal instructions.
- D. The bumping shall not apply in temporary cases of layoff which do not exceed ten (10) working days.
- E. Part-time employees can not bump full-time employees.

An employee wishing to exercise their bumping rights must inform the Sheriff of his/her decision to bump within three (3) days from the calendar date of receipt of the layoff notification. Employees who exercise their bumping rights shall then receive the rate of pay of the classification into which he/she has bumped.

The bumped employee shall have the same bumping rights as the laid off employee, seniority permitting, and must be given at least two (2) calendar days notification of his/her layoff due to being bumped.

Section 9.3. Recall. The last employee laid off shall be the first employee recalled, provided the employee is qualified to fill the open position. Notification of recall may be made by telephone and shall be followed by certified mail delivered to the employee's last known address. An employee shall respond to the certified notice of recall within forty-eight (48) hours of the receipt thereof. If an employee fails to respond to a notice of recall within forty-eight (48) hours of receipt thereof, the Employer shall assume that the employee has voluntarily quit.

Section 9.4. Return to Unit by Layoff. In the event of layoffs by classification, members of Unit B who are laid off shall be allowed to return to Unit A and to exercise their bumping rights, provided they have enough Departmental seniority to displace another employee.

ARTICLE X

HOURS OF WORK

Section 10.1. Normal Work Period - Workday. An employee's normal work period shall consist of one hundred sixty (160) hours of work performed in a twenty-eight (28) consecutive calendar day period. The normal workday shall consist of eight (8) hours of work performed within a period of twenty-four (24) consecutive hours commencing from the start of an employee's regularly scheduled shift. These definitions shall not constitute a guarantee by the Employer of any number of hours per workday or per tour of duty, or as a limitation of the Employer's right to schedule and require work in excess of the normal workday or normal work period.

Section 10.2. Scheduling. The Employer shall have the right to freely determine, establish and modify scheduling and manpower requirements, including, but not limited to, the number of shifts, the starting and quitting times for all shifts and the manpower required for each shift. A shift schedule will be posted once every thirty (30) days indicating the normal workday of every member of the Department. Said schedule shall be posted at least thirty (30) days prior to its effective date. It is expressly understood that an employee's work schedule and his/her shift may be changed whenever operating conditions warrant such change.

Section 10.3. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must have the prior approval of the Sheriff or

his designated representative. Insofar as possible, scheduled overtime other than that of an emergency, extension of shift or court-time nature shall be distributed among employees covered by this Agreement in as equitable a manner as possible, provided, however, this distribution will not take into account any Sergeant who is not working road patrol. The rotation of overtime opportunities shall be started over again upon completion of each twelve (12) month period under this Agreement. Any imbalance in the distribution of overtime opportunities shall be corrected in the following twelve (12) month period. When an employee is absent for a period in excess of thirty (30) calendar days, he/she shall be charged as if he/she had worked for purposes of rotation of overtime opportunities. If an employee accepts an overtime assignment and fails to report, unless otherwise excused, he/she shall forfeit his/her next two (2) chances in the rotation of such overtime opportunities.

Section 10.4. Premium Pay.

- A. Periodic Premium Pay. Time and one-half (1 1/2) an employee's straight time regular rate of pay shall be paid for all hours worked in excess of one hundred sixty (160) hours in a period of twenty-eight (28) consecutive calendar days. Exceptions to this clause are the cooks who fall under a different FLSA provision.
- B. Straight Time Regular Rate of Pay. An employee's straight time regular rate of pay shall be determined by dividing his annual salary, exclusive of all premiums, by 2,080 hours.

Section 10.5. No Duplication or Pyramiding of Premium Rates. There shall be no duplication or pyramiding of the premium rates set forth in any section of this Agreement with any other section of this Agreement.

Section 10.6. Trading Shifts. Employees may trade shifts only with the approval of the Sheriff or his designated representative. All such shift trades shall be temporary.

Section 10.7. Training and Schooling. Employees who are assigned for training or schooling outside the Gladwin County Sheriff's Department shall be paid for all reasonable time lost by the employee during his/her regular working hours. Lost time shall be compensated at the employee's straight time regular rate of pay, exclusive of all premiums, and shall not be included in determining the hours actually worked for purposes of overtime premium pay. Reimbursement for actual expenses incurred by the employee for such training or schooling shall be in accordance with the ordinance and resolutions adopted from time-to-time by the Gladwin County Board of Commissioners concerning such matters. The Employer shall determine in its sole discretion the number and selection of employees, if any, assigned for training or schooling as well as the nature of such training or schooling. Transportation will either be provided by the Employer to the assigned schooling or training or the employee will receive twenty cents (20¢) per mile round trip if he/she uses his/her own automobile.

ARTICLE XI

LEAVES OF ABSENCE

Section 11.1. Active Military Leave. Any full-time and non-temporary employee who enters active service of the Armed Forces of the United States shall receive a military leave without pay for the period of his/her initial enlistment or induction but not to exceed more than four (4) years plus one (1) additional year for voluntary extension if this service is at the request and for the convenience of the Government plus any involuntary service. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements set forth in this Agreement. Application for military leave of absence shall be made to the Employer in writing as soon as the employee is notified of acceptance or induction into military service and in any event not less than two (2) weeks prior to the employee's separation of employment with the Employer. All benefits such as insurance, vacation or personal days shall cease immediately upon the employee's separation from employment and commencement of his/her leave of absence.

Section 11.2. Funeral Leave.

- A. In the event of a death in an employee's immediate family, he/she shall be excused without loss of pay on the days which he/she was scheduled to work during the period from the day of the death to the day of the funeral, both inclusive, but not to exceed a total of three (3) working days for such absence as is required to discharge specific obligations placed upon the employee by the death. "Immediate family" shall be defined as the employee's spouse, child, parents, brothers, sisters, grandparents and parents of the employee's spouse.
- B. In the event of the death of an employee's close relative, he/she shall be excused without loss of pay for purposes of attending the close relative's funeral, provided such funeral day is one of employee's normally scheduled working days. "Close relative" shall be defined to mean the employee's brother-in-law, sister-in-law, daughter-in-law and son-in-law.
- C. With prior approval of his/her immediate supervisor, an employee may be granted additional time off for travel under either subsection A or B of this section. All such additional time off shall be deducted from the employee's accumulated sick leave; if the employee does not have any accumulated sick leave time, all additional time for travel, if granted, shall be unpaid.

Section 11.3. Paid Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

- A. Upon completion of their probationary period, each full-time employee shall be credited with twelve (12) days of sick leave and will thereafter accumulate additional sick leave at the rate of one (1) day for each full month of employment, exclusive of leaves of absence unless otherwise specifically provided to the contrary, up to a maximum of twelve (12) days per calendar year. Unused paid sick leave credits may accumulate up to a total of one hundred and twenty (120) days.
- B. One (1) day of sick leave credits shall equal eight (8) hours at the employee's straight time regular rate of pay when he/she takes his/her sick leave.
- C. An employee may utilize his/her sick leave allowance pursuant to the Department's established procedure when he/she is incapacitated for the safe performance of his/her duty due to illness or injury.
- D. Upon retirement of an employee, accumulated sick leave credits shall be paid to the employee at fifty (50%) percent of maximum allowed accrual, i.e. maximum an employee may receive is sixty (60) days. Definition of Retirement: When an employee meets and applies for retirement benefits under the County retirement program as outlined in the Municipal Employees Retirement System and begins to receive those retirement benefits.
- E. Upon resignation or dismissal from employment, all sick leave credits shall be cancelled and shall not be reinstated or paid for except that in the event an employee who is dismissed and who is subsequently reinstated pursuant to the grievance procedure, sick leave credits will be reinstated.
- F. Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to wages.
- G. After an employee has exhausted his/her paid sick leave benefits, then such leave shall be without accumulation of any additional paid sick leave.
- H. Sick leave benefits may not be taken in units of less than one-half (1/2) day.
- I. Any violation of the provisions of this section shall be cause for discipline, including discharge.

Section 11.4. Medical Certificates and Examinations. Employees requesting a leave for sickness or injury, or a continuation of sick leave, may be required to present a certificate of a physician showing the nature of such sickness or injury, and the anticipated time off the job. In situations where an employee's physical or mental condition reasonably raise a question as to the employee's

capability to perform his/her job, the Employer may require a medical examination, at its expense, and, if cause is found, require the employee to take or remain on sick leave of absence. The Employer may require, as a condition of any sick leave, regardless of duration, a medical certificate setting forth the reasons for the sick leave when there is reason to believe the health or safety of personnel may be affected or that the employee is abusing sick leave. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute cause for discipline up to and including dismissal.

Section 11.5. Unpaid Personal Leave. An unpaid leave of absence for a period not longer than ninety (90) days may be granted to employees covered by this Agreement. Requests for such leaves must be submitted in writing to the Sheriff or his designated representative at least ten (10) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of the leave request shall be furnished to the employee in writing by the Employer. Employees returning from such leave must provide the Sheriff or his designated representative with at least five (5) days advance notification. If the Sheriff or his designated representative cancels a leave granted under this section, the employee shall be notified by certified mail, return receipt requested, and must thereafter return to work within five (5) days unless other arrangements are made with the Employer.

Section 11.6. Unpaid Medical Leave. A leave of absence without pay due to sickness or injury which prevents the employee from discharging his/her normal duties, shall be granted on the following basis:

- A. An employee who has completed his/her probationary period may be granted a leave of absence by the Sheriff for the period of disability, but not to exceed ninety (90) days, provided his/her request is supported by a physician's statement verifying the need for a leave, diagnosis and expected duration of the leave. Upon the employee's request, the Sheriff may grant up to three (3) ninety (90) day extension periods for such medical leave if, when requested, the need for such extensions are medically verified. However, medical leave shall not be extended to exceed one (1) year, unless for good and sufficient cause; nor shall an employee's leave of absence exceed twelve (12) months in a twenty-four (24) month period. The Employer, after the initial ninety (90) day leave period, may request the employee to provide the Employer with a physician's statement attesting to the employee's continued inability to work every thirty (30) days. Upon the employee's return to work from such leave, the employee shall furnish the Employer with a physician's statement as to his/her fitness for work.
- B. When a medical leave of absence under this provision is granted for a specific period of not more than ninety (90)

days, and is not extended beyond such period, the individual shall be entitled, at the termination of such leave, to be reinstated to his/her former position. When a medical leave is required for a period of more than ninety (90) days, the employee's position will not automatically be held open for him/her, but rather the employee shall have the right to return to the next available opening in their position, until such time as the employee's seniority is lost.

- C. The employee must utilize his/her sick leave if so authorized by this Agreement before requesting a leave of absence for illness or injury.
- D. The Employer may require an employee to submit to and pass a physical examination upon the employee's return from a medical leave of absence, or from an absence from employment during which time the employee has received workers' compensation benefits, if the Employer questions the employee's physical ability to perform the work, or if the employee's presence in the Department may endanger his/her health and safety, or that of the Department's other employees.
- E. Employees on unpaid leaves of absence or on workers' compensation leave pursuant to this Article, shall not accrue economic fringe benefits provided for under this Agreement except as otherwise expressly provided under this Agreement.

ARTICLE XII

HOLIDAYS

Section 12.1. Holiday Schedule. All full-time employees included within the bargaining unit set forth in section 1.1 shall receive eight (8) hours of pay at their straight time regular rate of pay, exclusive of all premiums, for each of the following recognized holidays irrespective of whether they perform any work on the holiday involved, provided they are otherwise eligible.

New Year's Day
President's Day
Memorial Day
Fourth of July

Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 12.2. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- A. In order to qualify for holiday pay, the employee must occupy a job classification covered by this Agreement and have completed ninety (90) days of employment with the Employer.
- B. The employee must work his/her scheduled hours on his/her

last regularly scheduled day before and on his/her regularly scheduled day after the holiday.

- C. The employee must not be on a leave of absence, lay-off or disciplinary suspension.
- D. An employee who is scheduled to work on a holiday, but fails to report for work shall not be entitled to holiday pay.
- E. Holidays falling within the employee's vacation period shall be paid, but no additional time off shall be granted.

Section 12.3. Worked Holidays. Employees who work on a recognized holiday shall receive time and one-half their regular rate of pay for all hours actually worked on the holiday and shall not receive any additional compensation whatsoever unless the employee is eligible for premium pay.

Section 12.4. Holiday Payment. Employees eligible for holiday pay shall receive their holiday pay payment in the pay period in which the recognized holiday falls.

ARTICLE XIII

VACATIONS

Section 13.1. Vacation Schedule.

- A. The vacation schedule for all non-probationary full-time employees shall be as outlined below for persons hired on or after January 1, 1987.

For one (1) through two (2) years seniority	5 days
With three (3) through four (4) years seniority	8 days
With five (5) through nine (9) years seniority	10 days
With ten (10) through fourteen (14) years seniority	13 days
With fifteen (15) years or more seniority	15 days

- B. Non-probationary full-time employees hired before January 1, 1987, vacation shall be as follows:

For one (1) to two (2) years seniority	6 days
With two (2) to four (4) years seniority	9 days
With four (4) to six (6) years seniority	12 days
With six (6) to eight (8) years seniority	15 days
With over eight (8) years seniority	18 days

Section 13.2. Seniority will be determined by the completed years of employment and shall be determined from the anniversary date of employment.

Section 13.3. Any vacation days in excess of five (5) vacation days not used by the anniversary date of the current year will be

forfeited without pay. Vacations shall be scheduled with Sheriff as far in advance as possible.

If the press of departmental business has prevented the granting of vacations during the past year, all earned but unused days may be carried over to the employees next anniversary date PROVIDING: the Sheriff notifies the Chair of the County Commissioners in writing of the reason(s) why he/she had to defer vacations.

Section 13.4. If a holiday falls within an employee's vacation period, it shall not be counted as a vacation day

Section 13.5. Upon termination of service, regular time will be paid for any unused vacation. In the event of death of the employee, the unused vacation pay will be paid to the estate of the employee.

Section 13.6. Vacation shall not be allowed in advance of being earned. If an employee has insufficient vacation credits to cover a period of absence, no allowance for vacation shall be posted in advance or in anticipation of future credits.

Section 13.7. An employee may use vacation only with the prior approval of his/her Sheriff.

Section 13.8. An employee's vacation pay will be based on his/her regular wage rate.

Section 13.9. Vacation Scheduling.

- A. Employees may schedule time off for their vacations during the twelve (12) months following January 1st each year upon proper notice as determined by the Department's rules provided that, in the opinion of the Employer, such time off does not unreasonably interfere with the efficient operation of the Department. Vacation leaves may be denied or cancelled by the Sheriff if there is a Departmental emergency requiring such action.
- B. Vacation schedules shall be posted April 1st of each year. Employees desiring a vacation shall indicate on the posting their preferred leave periods. Conflicts in vacation requests shall be resolved by giving preference by seniority. Unused vacation time may be accumulated from year-to-year up to and including a maximum accumulation of thirty (30) days. No more than twenty (20) days to be used at one time. All vacation time accumulated in excess of thirty (30) days shall be lost.
- C. Under the current practice of one (1) man per shift scheduled on vacation, members of the bargaining unit shall be entitled to apply for, and be granted, vacations throughout the entire year, subject to subsection A above.

Section 13.10. Vacation pay will be computed at the straight time hourly rate, exclusive of all premiums an employee is earning at the time he/she takes vacation leave.

Section 13.11. Regular Part time employees. Any regular part time employee with ten (10) years or more of service averaging nine hundred and ten (910) or more hours per year will receive five (5) days of paid vacation per year. No other part time employee will be entitled vacation benefits.

ARTICLE XIV

INSURANCE

Section 14.1. Hospitalization Insurance. Effective October 1, 1990, the Employer agrees to pay the required premiums for each full-time employee occupying a job classification covered by this Agreement who ~~has completed ninety (90) days of employment~~ with the Gladwin County Sheriff's Department under the County's hospitalization insurance program, provided the employee is eligible and subject to the insurance carrier's enrollment procedures. In addition to spouse and dependent coverage, the Employer agrees to provide eligible employees with benefits substantially equivalent to Blue Cross/Blue Shield MVF-1 with riders ML, the 80/20 Master Medical Program extended to other County employees through the Group Benefits Services, Inc., and the prescription drug program with a generic drug rider equivalent to Blue Cross/Blue Shield PD/MAC, and with a Five Dollar (\$5.00) prescription co-pay.

*include
Vision*

Section 14.2. Selection of Insurance Carriers. The Employer reserves the right to select or change any or all of the insurance carriers, to be a self-insurer, either wholly or partially, and to choose and change the administrator of any self-insurance program for the benefits stated in section 14.1, provided the level of benefits remains substantially equivalent.

Section 14.3. Continuation of Benefits. There shall be no liability whatsoever on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, layoff or retire beyond the month in which such leave of absence, retirement or layoff commences. If an employee is on a paid sick leave of absence, the Employer agrees to continue its applicable insurance contributions for a period of no more than six (6) months, not counting the month in which such sick leave commenced, or the end of that month in which the employee has exhausted his paid sick leave benefits, whichever is shorter. If an employee is on worker's compensation from the County, the Employer agrees to continue its applicable insurance contributions for a period of no more than eighteen (18) months. However, continuation may be permitted on any group health and welfare insurance programs at the employee's cost to the extent required by Federal law.

ARTICLE XV

RETIREMENT

Section 15.1. Retirement Plan. The Employer agrees to continue participation in the C-1 Plan of the Michigan Municipal Employees Retirement System pension plan on the same basis as existed prior to the execution of this Agreement.

Section 15.2. The employee contribution to retirement will be three percent (3%) of payroll for the first forty-two hundred dollars (\$4,200) of annual pay and five percent (5%) of all portions over forty-two hundred dollars (\$4,200).

8 hr.
2080 hr
per year

ARTICLE XVI

COMPENSATION

Section 16.1. Salary Rates and Classifications. The following salary rates will be placed into effect for each of the classifications listed below on the dates indicated:

Corrections Officers and Clerk/Corrections Officer

<u>Effective</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
10-1-90	14,770 7.11	15,509 7.46	16,284 7.83	17,098 8.23
1-1-91	15,290 7.36	16,055 7.72	16,858 8.11	17,701 8.52
1-1-92	15,811 7.61	16,602 7.99	17,432 8.39	18,304 8.80

Cooks

<u>Effective</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
10-1-90	13,529 6.51	14,206 6.83	14,916 7.18	15,662 7.53
1-1-91	14,050 6.76	14,753 7.10	15,491 7.45	16,266 7.83
1-1-92	14,572 7.01	15,301 7.36	16,066 7.73	16,869 8.12

Corrections Lieutenant

<u>Effective</u>	<u>Start</u>
10-1-90	18,098 8.71
1-1-91	18,701 9.00
1-1-92	19,304 9.29

Rise

Section 16.2. Placement on the Scale. All current bargaining unit employees hired prior to April 1, 1990, shall be placed at the three (3) year step level on the salary scales. All persons hired after April 1, 1990, shall be placed on the salary scales based on their service within the Gladwin County Sheriff's Department.

ARTICLE XVII

NEW CLASSIFICATIONS

Section 17.1. New Classifications. Whenever the Employer establishes a new classification within the collective bargaining unit set forth in section 1.0, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have fifteen (15) calendar days from receipt of such notification to object to the assigned rates. If the Union so objects, the parties shall meet within thirty (30) calendar days to negotiate any changes which might be required. In the event the parties cannot reach an agreement, the Board may implement its last best offer once impasse is reached.

ARTICLE XVIII

UNIFORMS AND EQUIPMENT

Section 18.1. Uniforms and Equipment. The County shall provide such uniforms and equipment as the Sheriff and the County shall determine is necessary, subject to reasonable rules for the preservation, use and care of such uniforms and equipment as may be established by the Sheriff from time-to-time. The County shall assume the cost of reasonable necessary cleaning of such uniforms under such rules as the Sheriff may determine. Shoes damaged in the line of duty will be replaced by the County.

ARTICLE XIX

MISCELLANEOUS

Section 19.1. Amendment of Agreement. Upon mutual agreement, the Employer and the Union may amend, supplement, rescind or otherwise alter this Agreement during its term. Any such changes, however, shall not be effective unless it is reduced to writing and signed by duly authorized representatives of both the Employer and the Union.

Section 19.2. Captions. The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 19.3. Gender. The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun, the plural, unless the context clearly requires otherwise.

Section 19.4. Payday. Payday will be every other Friday by 2:00 p.m. Prepayment of checks will be made when holidays fall on payment day, also the afternoon and midnight shift will be paid on Thursday.

Section 19.5. Separability. Any part of this Agreement which shall be invalid or in conflict with applicable State or Federal law by a court of competent jurisdiction, shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. The parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

Section 19.6. Temporary, Irregular and Volunteer Auxiliary Employees. It is mutually understood and agreed that the Employer may continue its practice of using temporary, seasonal, volunteer and auxiliary employees to supplement and augment its normal work force. Temporary, seasonal, volunteer and auxiliary employees shall not be subject to this Agreement, however, temporary and seasonal employees shall not be employed for more than six (6) consecutive months. Scheduled overtime shall be offered to bargaining unit members prior to being offered to temporary or seasonal employees.

Section 19.7. Statutory Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment which establishes a procedure whereby the employee may challenge the Employer's determinations regarding substantially the same issues and the employee seeks substantially the same remedies, he/she will be required to, no later than Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or his/her statutory remedies at his/her single means of challenging the Employer's determination. If the employee elects to pursue his/her statutory remedy, or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the employee and the Union and further, shall not thereafter be subject to any arbitration proceeding.

Section 19.8. Liability Coverage. The Employer agrees to notify the Union if it is changing from its liability coverage with its current carrier, the Michigan Municipal Risk Management Authority, and if such change occurs, the Union may request to negotiate regarding the same. Further, the Employer agrees to provide representation to employees in suits arising from their employment, provided they are the defendant in such action.

Section 19.9. Supplemental Employment. All non-department supplementary employment must be consistent with Article 13.4 of the Departmental Rules and Regulations.

Section 19.10. Residency Requirements. It is recognized by all parties concerned that it is mutually advantageous that all employees covered by this Agreement legally reside in Gladwin County. New hires must comply with this requirements within fifteen (15) months of their date of hire. Present employees must also reside within Gladwin County.

ARTICLE XX

SCOPE OF AGREEMENT

Section 20.1. Past Practices. It is the intent of the parties hereto that the provisions of this Agreement shall govern their entire relationship, be the sole source of any and all claims which may be asserted under this Agreement, and that its terms will supersede all prior agreements, oral or written, express or implied, between them.

Section 20.2. Waiver Clause. 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 matter not specifically referred to or covered by this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXI

DURATION

Section 21.1. Termination. This Agreement shall remain in force from October 1, 1990 until December 31, 1992, at 11:59 p.m., and thereafter for successive periods of one (1) year, unless either party shall, on or before the sixtieth (60th) day prior to the expiration date or subsequent one (1) year period, serve written notice on the other party of a desire to terminate, modify, alter, negotiate or change or amend this Agreement. A notice of a 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 or subsequent one (1) year period, whichever is the case, in accordance with applicable law, and in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof. Notwithstanding the foregoing, any employees who voluntarily or involuntarily terminate their employment prior to the date of ratification and execution of this Agreement by both parties, will not receive salary or benefits retroactively.

ARTICLE XXII

DISCIPLINE/DISCHARGE PROCEDURES

Section 22.1. Union Representation. Any employee shall have the right to have his Union representative present if requested by the employee at any interview where the employee reasonably believes the investigation will result in a disciplinary action. No employee that has requested Union representation in such cases shall be required to make a statement unless the Union representative is present.

Section 22.2. Information Provided. The County shall make available to the Union, upon request, copies of any and all documents or statements along with the names of witnesses, and any and all evidence, facts, etc., that was at the disposal of the Employer at the time the decision was made to impose disciplinary action, except in the case of criminal investigations.

Section 22.3. Probationary Employees. Newly hired employees who are on the their one (1) year probationary period shall have recourse to the grievance procedure on any issue concerning disciplinary action and/or discharge.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of September, 1990.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

COUNTY OF GLADWIN

Bargaining Representative

BY _____
Roy O'Hare, Chairperson,
County Board of Commissioners

Member

BY _____
Terry Walters, Sheriff

Member

BY _____

Member

BY _____

Member

BY _____

LETTER OF UNDERSTANDING

BETWEEN

THE POLICE OFFICERS ASSOCIATION OF MICHIGAN ("POAM")
(Corrections Officers Unit)

and

THE GLADWIN COUNTY BOARD OF COMMISSIONERS AND
THE GLADWIN COUNTY SHERIFF ("EMPLOYERS")

The POAM and the Employers agree that, upon mutual agreement, the parties may negotiate modifications to the sick leave accumulation provisions of the Contract (Section 11.3), in conjunction with adoption of a disability insurance program.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

COUNTY OF GLADWIN

By _____

By _____
Roy O'Hare, Chairperson
County Board of Commissioners

By _____

By _____
Terry Walters, Sheriff

By _____