

2878

12/31/95

**AGREEMENT**

**Between**

**ALPENA COUNTY  
and  
ALPENA COUNTY SHERIFF**

**-and-**

**POLICE OFFICERS ASSOCIATION OF MICHIGAN**

*Alpena County*

**Effective: January 1, 1994 through December 31, 1995>**

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## AGREEMENT

THIS AGREEMENT, made as of the 1st day of January, ~~<1993,>~~ <1994,> by and between Alpena County (the "County") and the Alpena County Sheriff (the "Sheriff"), hereinafter jointly referred to as the "Employer", and the Police Officers Association of Michigan (the "Union").

### ARTICLE I-RECOGNITION

Section 1.0. Collective Bargaining Unit. The Employer hereby agrees to recognize the Union as the exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours of employment, and other conditions of employment for all the employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time employees of the County of Alpena working in the Sheriff's Department including cooks, deputies, detectives, corrections supervisor, ~~<dispatchers/correctional>~~ <correctional> officers, ~~<balliffs>~~ and clerks, but excluding the Sheriff, Undersheriff, irregular employees, supervisors, confidential employees, ~~<911 employees>~~ and all other county employees.

Section 1.1. Extra Contract Agreement. The County agrees not to enter into any agreement with another labor organization with respect to the employees covered by this Agreement, nor any Agreement or contract with employees covered by the Agreement, individually or collectively, which conflicts with the express terms of this Agreement, during the term of this Agreement.

Section 1.2. New Classifications. If during the term of this Agreement, the County desires to establish a new classification, it shall give notice to the union not less than thirty (30) days prior to the implementation of the new classification; which notice shall include the title of the new Classification, a brief general description of the Job to be performed and the proposed wage rate. The County agrees to negotiate with the union, upon request, as to the wage rate for the new classification and, if the parties are unable to agree as to a wage rate, the position shall be established at the wage rate proposed by the County and the Union may, upon written notice to the County, refer the dispute of the wage rate to binding arbitration under the provisions of Act 312 of the Public Acts of 1969 as amended, if that classification is subject to the provisions of Act 312.

## ARTICLE II-REPRESENTATION

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

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

Section 2.2. Names of Committee Men. The Union shall, in advance, furnish the County in writing with the names of its collective bargaining committee members. The County and the Union shall have the right to have outside representatives present.

## ARTICLE III-SHERIFF'S RIGHTS

Section 3.0. No Discrimination. The parties hereto agree that there shall be no discrimination in the application of this agreement on the basis of race, creed, color, national origin, age, sex or union memberships.

Section 3.1. Rules and Regulations. The Sheriff shall have the right to adopt and enforce rules and regulations concerning standards of conduct and performance of duties of department personnel and otherwise governing the employment relationship. Such rules and regulations shall not contravene any of the provisions of this agreement. If any new rule or regulation is adopted which conflicts with any provision of this Agreement, such rule shall be subject to the grievance procedure. Rules and regulations shall not be applied by the parties hereto in a discriminatory manner.

Section 3.2. Management Rights. The management of the Alpena County Sheriff's Department and the direction of the employees of the Department, including but not limited to the right to determine what work will be done, in what order and by whom; the right to determine whether or not overtime is required and how much; the right to establish and change standards of performance and conduct and to be the sole judge of employees' performance and conduct in connection with those standards, the right to hire, promote, demote, lay off and discipline employees; the right to introduce new methods of work and equipment; the right to determine work



schedules and shifts; the right to decide the number of employees needed at any one time and the right to adopt rules and regulations governing employees' dress, conduct and work performance, shall be vested exclusively in the Sheriff provided that in the exercise of these rights, the Sheriff shall not violate any of the provisions of this Agreement.

Section 3.3. No Strike. Parties hereto mutually agree and recognize that the services performed by the employees are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of the 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 whole or in part from the full faithful and proper performance of the duties of their work, or picket. Union further agrees that there shall be no strike, sit-down, stoppages of work or any acts that interfere in any manner or to any degree with the services of the County and the Sheriff as long as this contract is in force.

Section 3.4. Locker Searches. Employees' locker may be searched in the discretion of the Sheriff, but only under one or more of the following conditions:

- a. The employee is present during the search.
- b. The employee has consented to the search in writing.
- c. The Sheriff is in possession of a valid search warrant.

The parties agree that if an employee is present, he cannot refuse to consent to the search.

#### ARTICLE IV-UNION SECURITY

Section 4.0. Agency Shop. As a condition of 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 County 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 uniformly required of all Union members, or pay to the Union a monthly service fee which shall be less than the periodic monthly dues required of all members. An employee shall be deemed to be in compliance with provisions of this Section if he has tendered the periodic dues or service fee to the Union and if he is not more than thirty (30) days in arrears in payment of such dues or service fees. In the event an employee becomes delinquent thirty (30) days or more in the payment of his dues to the Union the employee shall be

separated from his employment by the County following written notice and demand thereof by the Union.

Section 4.1. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability including but not limited to wages, damages, awards, fines, court costs, necessary attorney's fees and unemployment compensation costs that arise out of or by reason of action taken by the Employer pursuant to Section 4.0.

#### ARTICLE V-GRIEVANCE PROCEDURE

Section 5.0. Definition of Grievance. A grievance is defined as a controversy between the parties relating to interpretations or violations of the provisions of this Agreement.

#### Section 5.1. Grievance Procedure.

STEP I. The Steward or the aggrieved employee shall submit the grievance orally to the employee's immediate supervisor within seven (7) calendar days after the grievance might reasonably become known to exist. The immediate supervisor shall give an oral answer to the Steward and the aggrieved employee within seventy-two (72) hours of receiving the complaint. In the event the complaint is not satisfactorily settled at this point, it shall become a grievance and the procedures hereinafter set forth shall apply.

STEP II. The grievance shall be prepared in writing (in triplicate) and shall state the facts upon which it is based, when they occurred, the remedy desired, and the section of the Agreement which allegedly has been violated. This grievance shall be submitted to the Sheriff or his designee and to the County Board of Commissioners within seventy-two (72) hours of receiving an answer, according to Step I hereof. The Sheriff or his designee shall give a written answer to the Steward within seventy-two (72) hours of receiving the said written grievance.

STEP III. If Step II does not effect a settlement, the grievance shall be referred to the Sheriff or his designated representatives and a representative of the Union. They, together with the Steward, shall meet at the office at the County Jail within fourteen (14) days after the meeting of Step II. Within seven (7) days after conclusion of this meeting the Sheriff shall submit to the Union a written statement of the Employer's decision or position with respect to such grievance.

STEP IV. Arbitration. The Union may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the County through the Secretary to the Board of Commissioners with a copy to the

Sheriff within twenty (20) working days following the receipt of the County's written disposition in Step 3 of the grievance procedure. If the County fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the County through the Secretary to the Board of Commissioners with a copy to the Sheriff not later than forty (40) working days following the date the County's written Step 3 disposition was due. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances.

The arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking the name of an arbitrator from the panel. The Union shall strike the first name from the list of arbitrators. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, that panel may be rejected and another requested. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly; to rule on the discipline, layoff, recall or termination of any probationary employee; or to establish wage scales or rates on new or changed jobs, or to change any rate. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided.

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

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

Section 5.3. Grievance Procedure-General. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall be deemed not to be arbitrable, and no arbitrator shall have any power to review the grievance or issue any award. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

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

Section 5.4. Settlement. The grievance procedure shall stop at any point when the parties involved reach a satisfactory solution to the grievance. This answer shall be in writing with one (1) copy to each of the following: (1) Sheriff, (2) aggrieved employees, (3) Union, and (4) the County Board. This final answer shall be signed by all parties involved or a representative of the parties involved.

Section 5.5. Veterans' Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit covered by this Agreement. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to, no later than Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue his statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any Arbitration proceeding.

#### ARTICLE VI-SENIORITY

Section 6.0. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Alpena County Sheriff's Department since the employee's last date of hire. Classification seniority shall be defined as the length of an



employee's continuous service in his current classification commencing with his last date of hire in that classification. An employee's "last date of hire" shall be the most recent date upon which he first commenced work. Employees who commence work on the same date shall be placed on the seniority list in an order established by the Sheriff at the end of such employee's probationary period.

Section 6.1. Probationary Period. When a new employee is hired in the unit he/she may be considered as a probationary employee for the first twelve (12) months. The Union shall represent probationary employees for purposes including, but not limited to, rates of pay, wages, hours of employment, and grievances concerning interpretation of all aspects of this Agreement, except those related to discharge and discipline.

Section 6.2. Seniority Accrual. Notwithstanding the provisions herein relative to probationary employees, all employees shall accrue seniority from their date of last hire. Employees assigned to region or area law enforcement positions will retain seniority in this unit.

Section 6.3. Seniority List. The Employer shall maintain a roster of employees, arranged according to seniority, showing name, position, class and seniority date, and shall furnish a copy to the Union in the first month each year or as soon as practicable thereafter.

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

- (a) He resigns or quits.
- (b) He is discharged or terminated from work and it is not overturned by the Trial Board or the grievance procedure provided herein.
- (c) He retires.
- (d) He is convicted of a felony or a misdemeanor involving moral turpitude.
- (e) He has been laid-off for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser.
- (f) He is absent from work, including failure to return at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer or his designee, except when the failure to notify into work is due to circumstances beyond the control of the employee.

Section 6.5. Military Leave. The Employer and the Union agrees that the time spent in the armed forces on military leave of absence or other authorized leave, and time lost because of duty connected disability shall be included in the determining of seniority: newly commissioned employees shall acquire seniority upon completion of their probationary period, said seniority shall date from the original date of commencement of the employee's original commission.

Section 6.6. Undersheriff Seniority Rights. An individual who is promoted to the position of Undersheriff shall retain all accrued seniority and shall continue to accrue additional seniority for a period of up to one (1) year. An Undersheriff who is returned to the bargaining unit by the Employer after having been transferred to the position of Undersheriff may be placed in any job classification that has a current vacancy or may displace an employee with less seniority in a job classification to which the Undersheriff was previously assigned to on other than a temporary basis.

#### ARTICLE VII-HOURS AND OVERTIME

Section 7.0. Work Day Defined. A normal work day shall be defined as eight (8) hours in a twenty-four (24) hour period commencing at 6:00 a.m.

Section 7.1. Pay Period Defined. A normal pay period shall be composed of eighty (80) hours in a two week period to coincide with the pay period of the County.

Section 7.2. Overtime. All time over eight hours in a work day, or over eighty hours in a pay period shall be paid for at the rate of time and one-half (1-1/2) the employee's regular rate of pay, except that the overtime rate shall not be paid when more than eight (8) hours are worked in a work day as a result of regular shift changes.

Section 7.3. No Pyramiding of Premium Pay. Hours for which overtime or other premium pay are paid on one basis shall not be counted again for purposes of other overtime or other premium pay.

Section 7.4. Scheduling.

- A. The Sheriff shall post a schedule, covering a 30 day period, at least forty-eight (48) hours prior to its implementation.
- B. The Sheriff shall have the right to change the posted schedule subject to the following limitations:



1. An employee's regularly scheduled day off shall not be changed for the sole purpose of avoiding overtime.
  2. An employee's schedule may be changed in unforeseen or emergency circumstances or to accommodate vacation requests which were not approved more than five (5) days prior to the date the schedule is posted.
- C. Where possible, an employee shall not be scheduled to commence work less than 8 hours after the end of his previously scheduled shift. If an employee is scheduled to commence work less than 8 hours after the end of his previously scheduled shift, he shall be paid overtime for the hours less than 8 hours between shifts. There shall be no pyramiding of overtime and, for example, hours worked after the previous shift for which overtime is paid shall be considered overtime hours for this purpose also.

Section 7.5. Detectives and Compensating Time Off. Employees in the classification of Detective shall be considered salaried employees and exempt from the overtime and call out provisions of this article. Compensating time off will be granted to such employees in return for overtime hours worked. Other employees may elect compensating time off in lieu of overtime pay with the prior approval of the Sheriff. Compensating time off shall be at straight time.

Section 7.6. Call-Ins. Any employee ordered and reporting to work at any time shall receive a minimum of four (4) hours pay. An employee may be assigned to any work in his or her classification in order to fulfill this minimum guarantee.

Section 7.7. Change of Shift for Employee's Convenience. Deputies may agree to change shifts for one or more days at a time with other deputies for their own convenience upon prior written notification to the Sheriff or Undersheriff. It is understood and agreed that no overtime shall result in any way for such voluntary changes and, for overtime and scheduling purposes, it shall be presumed that the shift transfer did not occur.

Section 7.8. Equalization and Overtime. The Sheriff shall maintain a roster of overtime will be divided as equally as is possible among available employees in the classification concerned, considering the nature of the work assignment and the expertise needed to deal with the assignment. Such roster will include overtime worked as well as overtime work offered and refused. An employee on vacation will not be charged with overtime refusal while on vacation or on his off days immediately preceding or following such vacation. Emergency overtime work may be performed

by any available qualified personnel in the classification which normally performs such work.

Section 7.9. Lunch Periods. The Employer shall endeavor to provide Correctional Officers with a fifteen (15) minute lunch period with pay at or near the middle of their shift. During this lunch period employees will not normally be expected to perform duties for the Employer, but remain on duty and must respond to emergencies.

#### ARTICLE VIII-HOLIDAYS

Section 8.0. Recognized Holidays. The following days are recognized as holidays for the purpose of this Agreement:

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

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

Section 8.1. Holiday Pay. Eligible full time employees shall receive eight (8) hours pay at their straight time regular rate of pay, exclusive of all premiums, for each recognized holiday.

Section 8.2. Holiday Work. Employees required to work on a recognized holiday shall be paid at one and one-half (1-1/2) their regular straight time rate of pay for all hours worked on the holiday; provided, however, that all hours worked on a holiday in excess of eight (8) shall be paid at two (2) times their regular straight time rate of pay. For purposes of this section, an employee shall be deemed to have worked on a holiday if his shift starts during the period from 12:01 a.m. to 11:59 p.m. on the day of the holiday and such work, until the end of that shift, shall be considered work on a holiday.

Section 8.3. Holiday Eligibility.

- a. A new employee shall not be eligible for holiday pay until after thirty (30) days from the date of their employment.
- b. The employee shall have worked their scheduled hours of work on their last scheduled workday preceding the holiday and also on their first scheduled workday following the holiday, provided, however, that absence or

tardiness due to illness or other compelling personal reasons, supported by adequate proof of same, shall not disqualify an employee for holiday pay if they meet all of the other conditions stipulated.

- c. Notwithstanding subparagraph (b) above, any employee who is on vacation with pay shall receive the extra eight (8) hours holiday pay in addition to his vacation pay.

Section 8.4. Seven Day Employees. Any holiday which occurs on an employee's regularly scheduled day off shall not be considered as time worked for overtime purposes.

Section 8.5. Five Day Employees. Holidays which fall on Saturday shall be observed on the preceding Friday and holidays which fall on Sunday shall be observed on the following Monday. Holidays shall be counted as time worked for overtime purposes.

#### ARTICLE IX-VACATIONS

Section 9.0. Vacation Allowance. All full-time employees shall be granted vacation leave with pay based upon their length of continuous service with the Employer in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Time Off</u>
at least one (1) but less than six (6) years	13 days
at least six (6) but less than twelve (12) years	18 days
at least twelve (12) but less than twenty (20) years	23 days
at least twenty (20) years	27 days

Vacation leave is credited to eligible employees on their anniversary date each year, based upon their years of continuous service as of that date. Employees who leave the employ of this employer prior to their anniversary date in any year shall not accrue any vacation for that year.

Section 9.1. <Time off for Vacation.> Final determination of vacation schedules is left to the determination of the Sheriff, taking into account the needs of the department. In any event, the employee must be given the opportunity to take time off for vacation purposes before the end of their anniversary year, provided, however, that up to five (5) days of vacation can be carried over from one anniversary year to another.

Section 9.2. <Vacation Selection.> Prior to January 15 of each year a requested vacation schedule shall be established by allowing the most senior employee the choice of a vacation period in one week increments of up to two weeks. The next senior employee shall

then choose one such period and the process shall continue, in order of seniority, until every employee shall have made one choice. The above process shall be then repeated until all vacation time is allocated except for a maximum of five days. Upon approval by the Sheriff, the schedule shall become final and no changes in vacation shall be made thereafter without the approval of the Sheriff. The unallocated five days may be scheduled in one day increments not less than five days prior to the posting of the schedule for the period in which the vacation is taken.

Section 9.3. <Day of Vacation.> A day of vacation shall consist of eight (8) hours at the individual employee's straight time excluding shift differential. If employees request in writing two (2) weeks prior to the date of starting his first week of vacation, they shall be given their vacation check on the payday preceding their vacation covering the amount of vacation they are currently taking.

Section 9.4. <Illness on Vacation.> Should an employee be off sick during their scheduled vacation time, they may be permitted to change their vacation to a subsequent date which will not conflict with another employee's vacation. Consideration of such request is contingent upon prompt notice and proof of illness to the Sheriff.

Section 9.5. <Vacation Pay Upon Termination.> When an employee quits, is discharged, retires or dies, they or their heirs shall be paid for unused vacation in the year of separation. The vacation pay at the time of separation shall not be considered as payment for any time worked after the date of separation.

Section 9.6. <Military Service Credit.> When an employee returns to work from Military Leave of Absence, their total time in military service shall be counted in determining how many vacation weeks they are eligible for.

Section 9.7. <Vacation Restriction.> No more than two employees in the classification of Deputy and one in the classification of Detective shall be allowed on vacation at one time.

#### ARTICLE X-LEAVES OF ABSENCE

Section 10.0. Purpose of Leaves. It is understood by the parties that leaves of absences are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. Without the prior permission of the Employer, any employee who engages in other employment while on a leave of absence shall be considered to have quit.

Section 10.1. Personal Leave of Absence. The Employer may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed thirty (30) calendar days. Requests



for personal leave shall be in writing, signed by the employee, and given to the employee's Department Head. Such requests shall state the reason for the leave. An extension of personal leave of absence may be granted by the Employer in its discretion, provided the extension is requested prior to the termination of the original leave period. No personal leave of absence may be granted for a period in excess of ninety (90) consecutive calendar days. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the employee's Department Head.

Section 10.2. Non-Duty Disability Leave. A disability leave of absence will be granted to employees who have been absent for more than five (5) consecutive working days because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twenty-four (24) consecutive months or the length of their seniority, whichever is lesser. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, shall require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is physically or mentally able to return to work.

Section 10.3. Workers' Compensation Leave. Upon written application, a leave of absence for a period of not more than twenty-four (24) months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of

Michigan and is receiving voluntary payments from the Employer, subject to the Employer's right to require medical proof. Extension of the leave may be granted by the Employer, in its sole discretion, upon written application. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

Section 10.4. Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

Section 10.5. Paid Sick Leave. Full-time employees shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

(a) Paid sick leave will be earned at a rate of one and one quarter (1 $\frac{1}{4}$ ) day for each month of active service with the Employer. For purposes of this section, a full-time employee has a complete month of active service when they work or receive pay for at least sixteen (16) days during any calendar month.

(b) One (1) day of sick leave shall equal eight (8) hours for all employees. Sick leave shall be paid at the employee's regular hourly rate of pay when the sick leave is taken.

(c) Employees may utilize paid sick leave when it is established to the Employer's satisfaction that an employee is incapacitated due to illness, injury or other disability. Disability associated with pregnancy, miscarriage, abortion or child birth shall be treated as any other disability. Employees are not eligible to use sick leave for disability that commenced while on leaves of absence or on vacation.

(d) An employee shall be eligible for paid sick leave only if they make every reasonable effort to notify the Employer of the need to utilize paid sick leave before the start of their scheduled day of work. The Employer may require, in addition to the employee's own statement, a physician's certificate showing that the time off was due to actual disability, provided that such a request is reasonable under existing circumstances. Such a request shall not apply to short sick leaves of one or two days, unless such leaves are habitual. Falsification of the physician's



certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge.

(e) Unused paid sick leave days may accumulate up to a maximum of one hundred eighty (180) days, after which time no more paid sick days will be accumulated except to the extent of restoring paid sick days used.

(f) Sick leave is a benefit for employees to be used in case of illness or injury. It is not a benefit to be converted into wages. Employees whose employment status with the Employer ends shall not be paid for accrued but unused sick leave benefits; provided, however, that employees hired before September 1, 1990, who retire under the County's retirement plan shall be paid all accrued but unused sick leave. Employees hired after September 1, 1990, who retire under the County's retirement plan shall be paid one-half (1/2) of all accrued but unused sick leave.

(g) Paid sick leave may be utilized during periods when an employee is receiving voluntary worker's compensation payments from the Employer to the extent necessary to maintain the employee's net take home pay based upon a forty (40) hour work week or the employee's normal work week, whichever is lesser. In the event that payments shall be found to be a wage continuation program under the Worker's Compensation laws of the State of Michigan, the parties agree to renegotiate this subsection.

(h) Employees shall be entitled to use up to four (4) days of their paid sick leave per year for personal business provided they request this time off at least 48 hours in advance and provided the Department Head approves. It is further understood in case of personal or family emergency situations, the 48 hour requirement will be waived.

Section 10.6. Jury Duty Leave. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of twenty (20) days per year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's regular rate of pay for the employee's regularly scheduled hours and the amount the employee received from the court. In order to be eligible to receive jury duty pay from the Employer, an employee must:

(a) Be a full time employee who has completed the probationary period;

(b) Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;

(c) Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;

(d) Return to work promptly after he is excused from jury duty service.

Section 10.7. Return to Work After Leave of Absence. Employees returning from Employer approved leaves of absence will be reinstated to their former job classification. The provisions of the foregoing notwithstanding, the Employer reserves the right not to reinstate to their former job classification any employee who no longer has the necessary qualifications, skill and ability to perform the work in an effective and efficient manner.

Section 10.8. Fringe Benefits on Leave of Absence. Fringe benefits shall not accumulate, accrue, or be paid during any unpaid leave of absence, except as expressly provided in this Agreement.

Section 10.9. Family and Medical Leave. Employees who have been employed for a least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons:

(1) The birth of a son or daughter, and to care for the newborn child;

(2) The placement with the employee of a son or daughter for adoption or foster care;

(3) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and

(4) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

An eligible employee is entitled to a total of 12 workweeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave.

Employees desiring leaves of absence under this section shall provide written notice to the Employer setting forth the reasons for the requested leave, the anticipated start date of the leave, and its anticipated duration. A request for leave to care for the employee's spouse, son, daughter, or parent with a serious health condition, or due to the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, must be supported by a certification issued by the health care provider of the employee or the employee's ill family member. If the Employer has reason to doubt the validity of a medical certification, it may require the employee to obtain a

second opinion at the Employer's expense from a health care provider of its choice. If the opinions of the employee's and the Employer's designated health care providers differ, the Employer may require the employee at the Employer's expense to obtain certification from a third health care provider designated or approved jointly by the Employer and the employee. The Employer may request recertification at any reasonable interval.

Employees on leaves of absence under this section shall be paid in accordance with the following:

(1) In instances where the leave is needed due to the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order:

- (a) Paid sick leave
- (b) Paid personal leave
- (c) Paid vacation

(2) In instances where the leave is needed for reasons other than the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order:

- (a) Paid personal leave
- (b) Paid vacation

As a condition of the leave, employees must utilize available paid leave in the order set forth above and cannot elect to have unpaid leave in order to retain paid leave for use at other times. Upon the exhaustion of accrued paid leave days, the remainder of the leave shall be without pay. While on leave, an employee's coverage under any group health plan shall be continued on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.

On return from leave, an employee shall be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, unless the employee is no longer qualified for the position because of their physical or mental condition or the failure to maintain a necessary license or certification. Employees whose leave was occasioned by a serious health condition that made the employee unable to perform their job are required to obtain and present certification from the health care provider that they are fit for duty and able to return to their work. This certification must be provided at the time the employee seeks reinstatement at the end of the leave, and the



Employer may deny restoration until satisfactory certification is provided.

The provisions of this section are supplemented by the County's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act.

#### ARTICLE XI-LONGEVITY

Section 11.0. Longevity Pay. All regular full-time employees shall be paid longevity pay based upon their length of continuous service with the Employer in accordance with the following schedule:

##### Employees hired after 09-01-90

<u>Continuous Service</u>	<u>Longevity Pay</u>
Less than five (5) years	\$ -0-
At least five (5) but less than ten (10) years	\$100.00
At least ten (10) but less than fifteen (15) years	\$150.00
At least fifteen (15) but less than twenty (20) years	\$200.00
At least twenty (20) years	\$250.00

##### Employees hired prior to 09-01-90

<u>Continuous Service</u>	<u>Longevity Pay</u>
Less than five (5) years	\$ -0-
At least five (5) but less than ten (10) years	2-1/2% of base pay
At least ten (10) but less than fifteen (15) years	3-1/2% of base pay
At least fifteen (15) but less than twenty (20) years	4-1/2% of base pay
At least twenty (20) years	6% of base pay

The provisions of this section notwithstanding, for employees hired in full-time positions prior to September 1, 1990, the maximum longevity benefits shall be \$1,000 for deputies and \$700 for corrections/dispatch and cooks.

Longevity pay is a lump sum annual payment to eligible employees, one-half (1/2) of which is paid on the pay day nearest to June 1 and December 1 of each year. For purposes of this Section, an

employee's years of continuous service shall be computed from the most recent date upon which the employee commenced work for the Employer through January 1 for the applicable year for the June payment and July 1 of the applicable year for the December payment. An employee's continuous service shall only be broken by a loss of seniority.

In order to be eligible for longevity pay, an employee must be on the Employer's active payroll as of June 1 and December 1 of the applicable year. Employees who are not on the active payroll such as those who quit or are discharged shall not be eligible for longevity pay, but individuals who retire under the Employer's retirement plan, are on a workers compensation leave or an extended sick leave for a period of more than two consecutive months, or who are laid off will receive a pro-rated longevity payment for that year.

#### ARTICLE XII-BEREAVEMENT LEAVE

Section 12.0. Death in the Immediate Family. In the event of a death in the immediate family of any employee or the employee's spouse, the employee shall be entitled to up to three (3) paid bereavement leave days at his regular rate of compensation in each instance, except if it is necessary to attend a funeral more than three hundred (300) miles from the employee's place of residence, such bereavement leave shall not exceed five (5) days without the loss of pay. The immediate family for purposes of this Section shall be defined as husband, wife, parents, grandparents, grandchildren, children, natural or adopted, brothers and sisters, and parents-in-law or close relative living with the employee. One (1) working day shall be granted for Brother-in-law or Sister-in-law. Prior notification to the Sheriff shall be required before commencing Bereavement Leave.

#### ARTICLE XIII-UNION BUSINESS LEAVE

Section 13.0. State and National Conventions. Employees who are elected to attend state and national Union conventions shall be allowed time off without pay to attend conventions in accordance with the requirement of the Union Constitution and convention; provided, however, that such time off shall not exceed seven (7) days in any one (1) calendar year, at any one (1) particular time, such employees do not number more than one (1).

Section 13.1. National Conferences. Employees who are elected to represent their local unit in special, state or national conferences shall be allowed time off without pay to attend such conferences, not to exceed five (5) days in any fiscal year, upon written request by the Union, and with prior approval of the

Sheriff or his designee, further, provided, that such employees number no more than one (1) at any given time.

#### ARTICLE XIV-LAYOFF AND RECALL

Section 14.0. Layoff Definition. Layoff shall mean a separation of employees from the active work force. Recall shall mean return to work to a permanent position within the Department.

Section 14.1. Order of Layoff.

- (a) No permanent employee shall be laid off from his position with the Sheriff's department while any probationary employees are serving in the same position, class or department.
- (b) Except as provided below, layoff of probationary or permanent employees in the Department shall be in inverse order of seniority within the classification affected.

Section 14.2. Demotion in Lieu of Layoff. An employee subject to layoff who so requests within 24 hours after receipt of notice of layoff shall, in lieu of layoff, be demoted to a position within the department, including part-time and temporary positions, if he has greater length of total continuous service in the department than the employee holding such position, providing that the employee has previously held that position and providing the employee is qualified to perform that position. Demotion shall be through those classes in which an employee previously held permanent status.

Section 14.3. Recall From Layoff. Employees on layoff status who retain seniority shall be recalled for any permanent position which becomes open in which they have previously held permanent status and for which they are qualified. Such recalls shall be in order of seniority. The Sheriff shall notify the employee of recall by certified letter to the employees last known address and if the employee does not report within ten days of the date of such letter is sent, or such longer time as shall be acceptable to the Sheriff, the employee shall be deemed to have refused recall. The Sheriff may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure.

#### ARTICLE XV-DISCIPLINARY ACTION

Section 15.0. Written Statement. In the event the Sheriff takes disciplinary action against an employee involving a written reprimand, suspension or discharge, the Sheriff shall furnish the employee and the union with a written statement sufficient to inform the employee of the nature of the acts or conduct giving



rise to the disciplinary action. Such statement shall be furnished within three working days after the penalty is imposed.

Section 15.1. Past Infractions. In imposing any discipline on a current charge, the Employer will not base his decision upon any prior infractions of the department rules or regulations which occurred more than one (1) year previously, unless related to the current charge.

Section 15.2. Past Violations of State or Federal Laws. Whenever an employee has been disciplined because of a conviction of law or ordinance, and employee has not been discharged from the Sheriff's Department, a record of the action taken against the employee will be kept as a permanent record and can be used to base a disciplinary decision at any time in the future regardless of the type of violation committed. The employee shall have the right to examine his personnel file containing such records on demand in the presence of the Sheriff or his designated representative.

Section 15.3. Just Cause. All disciplinary action will be for just cause subject to the Sheriffs rights under M.C.L.A. 51.70. Probationary employees shall not be entitled to the benefits and procedures herein provided in case of disciplinary action or discharge.

#### ARTICLE XVI-PROMOTIONS

Section 16.0. <Promotions.> The Sheriff shall consider qualified employees of the department for promotional opportunities that become available. Selection of employee for promotional opportunities shall be made by the Sheriff in his complete discretion based upon such factions as he deems relevant.

#### ARTICLE XVII-RETIREMENT

Section 17.0. Retirement. During the term of this Agreement, the program of retirement and benefits provided for in Plan C-2 (B-1 Base) with F-55 (25) of the Michigan Municipal Employees Retirement System shall be in effect for employees covered by this Agreement, provided, however, that all new employees hired as cooks after September 1, 1990, will be enrolled with the remainder of the County's employees in its B-1 Plan without the F-55 (25) Rider. The Employer shall pay all contributions to this retirement plan. The specific terms and conditions governing the retirement plan are controlled by the statutes and regulations establishing the Michigan Municipal Employees Retirement System.

## ARTICLE XVIII-UNIFORMS

Section 18.0. <Uniforms.> The Sheriff shall provide, at County expense, an initial issue of uniforms and equipment for newly hired deputies and dispatchers limited to the items listed below. The Sheriff shall further provide to each deputy an annual amount equal to the lowest bid price on the annual uniform bid for the total of the items shown under replacement allowance.

<u>Initial Issue</u>	<u>Replacement Allowance</u>
Winter Jacket	1/3
Summer Jacket	1/2
Trousers (3 Pr.)	full
Shirts-Short Sleeve (3)	full
Shirts-Long Sleeve (3)	full
Hat-Winter*	1/2*
Hat-Summer*	1/2*
Raincoat*	1/3*
Leather*	1/4*
Badge	-----

\* Deputies only

Section 18.1. <Uniform Orders.> The Sheriff shall order uniforms on or before January 15 of each year or within 30 days of the adoption of the final budget for the County of Alpena, whichever is later.

Section 18.2. Safety Vests. The Sheriff shall provide, at County expense, safety vests of the Sheriff's choice for all deputies and detectives. The vest shall be replaced at six (6) year intervals unless technological change will allow longer replacement periods. If any employee wishes to purchase a different type of vest than furnished by the County, such employee may purchase such vest and the employee shall be required to pay the difference between the bid cost of vests furnished by the County and the vest selected by the employee.

## ARTICLE XIX-WAGES

Section 19.0. Wages. During the term of this Agreement, wages shall be as set forth in Appendix A attached hereto and made a part hereof. The straight time regular rate of pay for employees shall be the hourly rate set forth in Appendix A. Employees shall begin at the "start" rate and shall progress from step to step in the wage classification upon completion of the specified period of time in that classification. The Employer reserves the right to place employees at advanced steps in the wage classification based upon prior work experience.

Section 19.1. Shift Premium. Shift premium shall be paid according to the following schedule:

8:00 a.m- 4:00 p.m.	no premium
4:00 p.m- 12:00 midnight	\$.20 per hour
12:00 midnight - 8:00 a.m.	\$.30 per hour

In all cases shift premium shall be paid on the basis of actual hours worked in each of the above periods; provided that, if an employee performs continuous work during more than one of the above periods, they shall receive shift premium for their total hours of continuous work based upon the shift premium applicable to the period in which the majority of such hours fall. (In case the hours of work fall equally within two (2) periods, the higher premium shall be paid for all hours worked). It is understood and agreed that employees in the classification of Detective will not receive shift premium payments.

#### ARTICLE XX-INSURANCE BENEFITS

Section 20.0. Hospitalization Insurance. The Employer will make available a group insurance program covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program. The insurance program will provide the coverages set forth on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

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

Section 20.1. Payment of Health Insurance Costs. During the term of this Agreement, the Employer agrees to pay the full amount per month for single subscriber, two person and family coverage for eligible full time employees who elect to participate in the group insurance plan. Employees electing sponsored dependent and/or family continuation coverage are responsible for payment of the premium costs for this additional coverage. The Employer's obligation shall be limited to these amounts.

Section 20.2. Payment of DRI 275 Deductible. In the event that an employee incurs medical expenses that are not paid by the insurance carrier solely due to the deductible provisions of Rider DRI 275, the Employer agrees to reimburse the employee for these expenses, up to a yearly maximum of \$275 per person or \$550 per family.

Section 20.3. <Dental Insurance. The Employer will make available a group insurance program covering certain dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program. The insurance program provides the coverages set forth on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

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

Section 20.4. Payment of Dental Insurance Costs. During the term of this Agreement, the Employer agrees to pay up to \$25.00 per month for single subscriber, two person and family coverage for eligible employees who elect to participate in the group dental insurance plan. All premium costs for family continuation and sponsored dependent coverage and all premium increases in excess of these stated amounts shall be paid by the employee electing to have the insurance coverage. The Employer's liability under this section shall be limited to these payments.

Section 20.5.> Term Life Insurance. The County will provide group term life insurance in the amount of Fifteen Thousand (\$15,000) Dollars for each employee covered by this agreement as soon as possible after the signing of this agreement.

Section <20.4> <20.6>. Liability Insurance. The present liability insurance provided by the County shall continue in force throughout the life of this agreement.

Section <20.5> <20.7>. Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation,



layoff, or unpaid leave of absence commences. Employees on Employer approved leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work. The provisions of the foregoing notwithstanding, the Employer will continue to pay insurance premiums for eligible employees who are entitled to worker's compensation benefits because of a job related injury for a period of up to eighteen (18) months, and who are on a disability leave of absence or laid off for a period of up to six (6) months.

Section <20.6> <20.8>. Insurance Carrier. The Employer reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance programs; provided, however, that the benefits provided shall remain substantially equivalent or better. Prior to changing carriers a special conference will be called to discuss the changes and disputes over whether the benefits are substantially equivalent or better are subject to the grievance procedure.

Section <20.7> <20.9>. Employees Not Needing Health Care Insurance. Employees who have available health care insurance through a plan with their spouse's employer and elect to drop out of the County's health care plan shall be eligible to receive \$75.00 per month in lieu of health care insurance. This may be paid to the employee in a separate check each month or put into the employee's account under the County's deferred income plan. This election shall be made on an annual basis and shall be effective for that full year.

#### ARTICLE XXI-TRAINING

Section 21.0. Required Schooling. Any specialized police schooling which may be required by the Sheriff as part of necessary training will be paid by the County. Also, employees attending these schools, seminars or training sessions will received the cost of meals regularly consumed during the schooling time, the cost of mileage if he uses his own vehicle, and wages not exceeding eight (8) hours per day at straight time. Such expenditures of money shall be first approved by the Sheriff.

Section 21.1. Firearms Training. County will provide firearms training twice per year for deputies and detectives. Employees shall be paid for such training at straight time and hours spent on such training shall not be considered time worked for purposes of overtime, time between shifts and other premium pay situations.

## ARTICLE XXII-SAFETY

Section 22.0. <Equipment Safety.> The Sheriff and the County shall have the responsibility to maintain all equipment in a safe operating condition when furnished by the County for use by the employees in the performance of their assigned duties, except employees shall maintain in a safe use and operating condition all uniforms, clothing, and other equipment issued to them by the Sheriff upon entry into the County's service.

Section 22.1. <Reporting Unsafe Equipment.> When the employee shall find the equipment furnished by the County as unsafe for use in the performance of his assigned duties, the employee shall be required to immediately report the condition to his immediate superior or supervisor; and if the condition is not satisfactorily resolved, the employee may have recourse through grievance procedures provided herein.

Section 22.2. Shields in Patrol Cars. The County will provide full shields in all patrol cars.

## ARTICLE XXIII-UNION BULLETIN BOARD

Section 23.0. <Bulletin Boards.> The County agrees to furnish the Union adequate bulletin boards in such number and locations as shall be mutually agreeable to the Employer and the Union; the Board shall be used for notices and bulletins pertaining to the following:

- (a) Union Meetings
- (b) Union Elections
- (c) Union Reports
- (d) Union Rulings or Policies
- (e) Union Recreational or Social Events

Notices and announcements shall not contain anything of political or partisan nature.

## ARTICLE XXIV-PART TIME EMPLOYEES

Section 24.0. <Part Time Employees.> A part time employee is one who is regularly scheduled to work 24 hours per week or less.

Section 24.1. <Part Time Seniority.> Part time employees shall accrue seniority in the proportion that their hours worked in a year bears to 2080 hours.

Section 24.2. <Part Time Benefits.> Unless otherwise agreed to in writing, part time employees shall not be entitled to sick leave,



vacation, funeral leave or any other benefit plan provided by this agreement.

Section 24.3. <Part Time Holidays.> Part time employees shall be entitled to holiday pay only for those holidays on which they were regularly scheduled to work. Holiday pay shall be provided for the hours which such employee was scheduled to work on that holiday.

Section 24.4. <Restriction on Part Time Employees.> There shall be no more than three part-time employees in the Department exclusive of part-time cooks <and bailiffs>.

#### ARTICLE XXV-VALIDITY

Section 25.0. <Validity.> In the event that any section of this Contract shall be declared invalid or illegal, such declaration shall in no way affect the validity or legality of the other provisions.

#### ARTICLE XXVI-MILEAGE

Section 26.0. <Mileage.> In cases where an employee is directed by the Sheriff or Undersheriff to use his private vehicle in the performance of his job duties, the employee shall be reimbursed for actual mileage at the current rate allowed by the County.

#### ARTICLE XXVII-DURATION AND RENEWAL

Section 27.0. <Duration.> This agreement shall be binding upon the parties hereto, their successors and administrators. This agreement shall become effective as of January 1, <1993> <1994>, except as otherwise noted, and continue until December 31, <1993> <1995>. The agreement shall then be automatically renewed for additional periods of one (1) year unless either party shall notify the other party at least sixty (60) days before the expiration date of its desire to change or terminate the Agreement.

APPENDIX "A"

WAGES

Effective the first full pay period beginning on or after January 1, ~~1993~~ 1994:

<u>Classification</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>	<u>After 4 Years</u>
Detective	<del>&lt;\$25,203&gt;</del>	<del>&lt;\$25,959&gt;</del>			
Deputy Sheriff	<del>11.42</del>	<del>11.69</del>	<del>11.80</del>	<del>11.99</del>	<del>11.14</del>
Corrections <del>&lt;9.88</del>					
Supervisor*					
Dispatcher/Corr.					
>Officer <del>&lt;8.32 8.60 8.88&gt;</del>		<del>8.57</del>	<del>8.86</del>	<del>9.15*</del>	
Bailiff	7.57	7.86	8.15		
Cook	<del>&lt;6.81 7.07 7.32&gt;</del>	<del>&lt;7.01</del>		<del>7.28</del>	<del>7.54</del>

Effective the first full pay period beginning on or after January 1, 1995:

<u>Classification</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>	<u>After 4 Years</u>
Detective	\$26,738				
Deputy Sheriff	11.47	11.76	12.04	12.15	12.35
Corrections Officer	8.83	9.13	9.42*		
Bailiff	7.83	8.13	8.42		
Cook	7.22	7.50	7.77		

\* The rate for the Corrections Supervisor is \$1.00 higher than the top ~~<Dispatcher/corrections>~~ <Corrections> Officer rate.

APPENDIX "B"

INSURANCE COVERAGE

The hospitalization insurance program provides the following coverage, currently through Blue Cross/Blue Shield:

Comprehensive hospital-medical/surgical MVF-1 with D45NM Master Medical Option I (\$100/200 deductible, 80/20 co-pay), \$5.00 prescription drug rider with PD-MAC (generic drugs), DRI-275 (\$275/550 deductible for hospital costs); FAE-RC (accidental injury); ML (medical liability waiver); FC (family continuation); SD (sponsored dependents); PPNV-1 (pre-natal care); PREDETERMINATION

<The dental insurance program provides the following coverage:

50/50 Class I and II>

ALPENA COUNTY

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN

---

Letter of Understanding Regarding Deputy James Marquardt

The provisions of Section 11.0. Longevity Pay notwithstanding, it is agreed between the parties that Deputy James Marquardt's longevity pay will be capped at \$1,148.

ALPENA COUNTY

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Staff Representative

\_\_\_\_\_  
Chairman-Board of Commissioners

\_\_\_\_\_  
Chairman-Bargaining Committee

\_\_\_\_\_  
Chairman-Salary & Personnel  
Committee

\_\_\_\_\_  
Member-Bargaining Committee



ALPENA COUNTY

-AND-

ALPENA COUNTY SHERIFF

-AND-

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Letter of Understanding Regarding <Employment of Temporary Employees> <Miscellaneous matters>

The <parties agree that the Employer shall have the right to hire persons to perform law enforcement duties on a temporary basis. The number of such temporary employees and their duties shall be determined by the Sheriff. These temporary employees shall not be covered by the Collective Bargaining Agreement, and are not within the collective bargaining unit recognized in Section 1.1 of the Agreement, and shall not be entitled to the rights and benefits contained in the Agreement, except as determined by the Sheriff. The Sheriff agrees that no bargaining unit employee shall be laid off from his position with the Sheriff's Department while any temporary employees are serving in the same position.

><dental plan created in Section 20.3 shall be implemented as soon as administratively possible. The dental plan will pay 50/50 on Class I and Class II procedures, or such better plan as the parties may mutually agree.

The wages for 1994 are set forth on Appendix A. These amounts shall be paid retroactively from the first full pay period on or after January 1, 1994.

The Employer desires more time to review payments in lieu of health care insurance under Section 20.7, and reserves the right to reopen this provision of the contract at any time during its term upon giving ten (10) days notice.

ALPENA COUNTY>  
<ALPENA COUNTY and>  
SHERIFF>

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN <ALPENA COUNTY

\_\_\_\_\_ <-----> \_\_\_\_\_ <----->  
\_\_\_\_\_ <-----> \_\_\_\_\_ <----->  
\_\_\_\_\_ <-----> \_\_\_\_\_ <----->

Sheriff

Staff Representative



Chairman-Board of Commissioners Chairman-Bargaining  
Committee

----- < A G R E E M E N T >  
<Between> <Chairman-Salary & Personnel Member-Bargaining  
Committee>  
<ALPENA COUNTY  
and  
ALPENA COUNTY SHERIFF

-and-

~~POLICE OFFICERS ASSOCIATION OF MICHIGAN~~

Effective: ~~January 1, 1993 through December 31, 1993~~ <Committee>

ALPENA COUNTY

-AND-

ALPENA COUNTY SHERIFF

-AND-

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Letter of Understanding Regarding Miscellaneous matters

The dental plan created in Section 20.3 shall be implemented as soon as administratively possible. The dental plan will pay 50/50 on Class I and Class II procedures, or such better plan as the parties may mutually agree.

The wages for 1994 are set forth on Appendix A. These amounts shall be paid retroactively from the first full pay period on or after January 1, 1994.

The Employer desires more time to review payments in lieu of health care insurance under Section 20.7, and reserves the right to reopen this provision of the contract at any time during its term upon giving ten (10) days notice.

ALPENA COUNTY

Thomas A. Mal  
Sheriff

James H. Bell  
Chairman-Board of Commissioners

Richard B. Bensch  
Chairman-Salary & Personnel  
Committee

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

Robert J. Gidd  
Staff Representative

Steven J. Kroligowski  
Chairman-Bargaining Committee

William L. Medina  
Member-Bargaining Committee

APPENDIX "A"

WAGES

Effective the first full pay period beginning on or after  
January 1, 1994:

<u>Classification</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>	<u>After 4 Years</u>
Detective	\$25,959				
Deputy Sheriff	11.14	11.42	11.69	11.80	11.99
Corrections Officer	8.57	8.86	9.15*		
Bailiff	7.57	7.86	8.15		
Cook	7.01	7.28	7.54		

Effective the first full pay period beginning on or after  
January 1, 1995:

<u>Classification</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>	<u>After 4 Years</u>
Detective	\$26,738				
Deputy Sheriff	11.47	11.76	12.04	12.15	12.35
Corrections Officer	8.83	9.13	9.42*		
Bailiff	7.83	8.13	8.42		
Cook	7.22	7.50	7.77		

\* The rate for the Corrections Supervisor is \$1.00 higher than  
the top Corrections Officer rate.