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February 26, 1997

AGREEMENT

between

MONTMORENCY COUNTY BOARD OF COMMISSIONERS

MONTMORENCY COUNTY SHERIFF

and

MONTMORENCY COUNTY SHERIFF'S DEPARTMENT EMPLOYEES

Affiliated With

POLICE OFFICERS LABOR COUNCIL

January 1, 1997 - December 31, 1999

Montmorency County

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AGREEMENT

THIS AGREEMENT is effective the 1st day of January, 1997, unless otherwise stated, between the Montmorency County Board of Commissioners and the Montmorency County Sheriff, (hereinafter referred to as the "Employer") and the Montmorency County Sheriff's Department Chapter, Police Officers Labor Council, (hereinafter referred to as the "Union").

ARTICLE 1 **RECOGNITION**

Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

"All Sergeants, Detectives, Deputy Sheriffs, Correction Supervisor, Chief Correction Officer, Correction Officers, Chief Clerk Dispatcher and Clerk Dispatchers of the Montmorency County Sheriff's Department, but excluding the Sheriff, the Undersheriff, Executives, other Supervisors and all other County Employees."

ARTICLE 2 **UNION SECURITY**

Section 1. Deduction from Paychecks for Union Dues.

The Employer agrees to deduct Union dues or Union representation fees, as outlined in this section, from employees' paychecks to become effective the first payday of the month, following the employee's completion of thirty (30) days of employment. The Union dues or representation fees shall be sent to the Union's designated officer.

Section 2. Payment of Union Dues.

The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a Union member, the Union's dues, subject to all of the following conditions:

- (A) The Union shall obtain from each of its members a completed and signed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.

- (B) All checkoff authorization forms shall be filed with the County Clerk, who may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no checkoff shall be made until such deficiency is corrected.
- (C) All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a service fee, after receipt by the Employer of a signed authorization card conforming to state and federal laws, and which sum shall accurately represent the amount for that employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.
- (D) The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.
- (E) The Employer's remittance shall be deemed correct if the Union does not give written notice to the County Clerk within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.
- (F) The Union shall provide at least thirty (30) days written notice to the County Clerk of the amount of Union dues and/or representation fees to be deducted from the wages of employees in accordance with this section. Any changes in the amounts determined will also be provided to the County Clerk at least thirty (30) days prior to its implementation.

ARTICLE 3
UNION AGENCY SHOP AND HOLD HARMLESS

Section 1. Continued Employment.

The Union shall notify an employee who has not paid his/her union dues or representation fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or representation fee within thirty (30) days after that notice is received, the Union shall notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate that employee.

Section 2. Hold Harmless and Indemnification.

The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an

employee's pay of Union dues or representation fees, or in reliance upon any list, notice, certification or authorization furnished under this Agreement or the termination of an employee as provided hereunder. The Union assumes full responsibility for the disposition of the deductions for Union dues and/or representation fees once they have been sent to the Union.

ARTICLE 4 **RIGHTS OF THE EMPLOYER**

Section 1.

The Employer retains and shall have the sole and exclusive right to manage and operate the County in all its operations and activities. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all methods, procedures, means and equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work and the number of personnel required; to direct and control operations; to maintain order and efficiency; to discontinue, combine or reorganize any part of or all of its operations; to continue and maintain order and efficiency; to study and use improved methods and equipment and outside assistance whether in or out of the County's facilities and in all respects to carry out the ordinary and customary function of administration of the County. The Union hereby agrees that the Employer retains all rights established by law. These rights shall not be subject to the grievance and arbitration procedures established herein.

Section 2.

The Sheriff shall have the right to hire, promote, assign, transfer, suspend, discipline, or discharge non-probationary employees for just cause, and to establish work rules and to fix and determine penalties for violation of such rules to make judgments as to ability and qualifications, to establish and change work schedules, and the Employer may layoff and recall employees, provided however that these rights shall not be exercised in violation of any specific provisions of this Agreement or any discipline or discharge for non-probationary employees shall be subject to the grievance procedure.

Section 3.

The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer in any way. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Sheriff. The Employer agrees not to lock out employees during the term of this Agreement.

Section 4.

This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

Section 5.

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 are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter.

ARTICLE 5 **UNION REPRESENTATION**

Section 1. Steward.

There shall be one (1) Steward and one (1) Alternate Steward. The names of such persons shall be given to the Employer in writing.

Section 2. Steward's Authority.

One (1) Steward, during his/her working hours, without loss of pay or time, may investigate and present grievances to the Employer in accordance with the grievance procedure, it being agreed that investigation shall be performed with a minimum of interference with work assignments and loss of working time. However, in no event shall the Steward leave his/her work for such purpose without first obtaining permission from his/her Supervisor. The Sheriff may require the Steward to investigate and/or present such grievance or grievances during other than working hours in the event that the Sheriff believes that the work force cannot be adequately covered during the time that the Steward desires to investigate and present grievances. The alternate Steward shall only perform the functions stated hereunder in the absence of the Steward.

Section 3. Union Bargaining Committee.

- (A) The Bargaining Committee will include not more than three (3) employees. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

- (B) Negotiations shall take place at mutually agreeable times. Employees who are negotiating at times which they are regularly scheduled to work, shall be paid their straight time wages for the period of time spent in negotiations. Under no circumstances shall employees be paid overtime pay for time spent in negotiations. Employees shall return to their work station after negotiations have ended, provided there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to start subsequent to the start of their normal schedule.

ARTICLE 6 **SPECIAL CONFERENCES**

The Employer and the Union may agree to meet and confer on matters of mutual concern upon written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing bargaining negotiations nor to in any way modify, add to or detract from the provisions of this Agreement.

Meetings, if agreed to be held by the parties, shall be held at a time and place mutually agreeable to the parties. Each party may be represented by not more than three (3) persons. Employees shall be paid while attending a special conference, but only if held during normal work hours.

ARTICLE 7 **GRIEVANCE PROCEDURE**

Section 1. Definition of Grievance.

The term "grievance" as used in this Agreement is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

Section 2. Grievance Procedure.

Both the Employer and the Union shall make every effort to adjust grievances in any amicable manner. All grievances shall be processed in the following manner:

- Step 1. (a) An employee shall, with or without the Union Steward, first discuss his/her grievance with his/her immediate supervisor, within three (3) working days after the occurrence or should have known of the incident which gave rise to the grievance.

- (b) If the matter is not satisfactorily adjusted in such discussion, the grievance shall be reduced to writing and submitted to the Sheriff or his designated representative within three (3) days after such discussion. The grievance shall be dated, signed by the employee and his/her union steward or his/her alternate steward and shall set forth the facts of the grievance, the provisions of the contract allegedly violated and the remedy desired.
- (c) Upon receipt of the written grievance, the Sheriff or Undersheriff shall, within three (3) working days of receipt of the written grievance, make an appointment with the employee and his/her steward to discuss the grievance, hopefully, to achieve an acceptable resolve. This meeting will take place no later than five (5) working days after notification of the meeting.
- (d) The Sheriff shall give his answer in writing within three (3) working days after the meeting provided for in Step 1 (c). The Sheriff or his designee does not have the authority to provide to any employee economic benefits which exceed those provided under this contract. If the grievance has economic implications, other than disciplinary matters, it must be approved by the Sheriff's Committee of the Board of Commissioners before it shall be final.

Step 2. If the answer from the Sheriff is unsatisfactory, a conference shall be arranged between the grievant and his/her representative and the Sheriff's Committee of the County Board and shall be held within seven (7) working days after receiving the Sheriff's answer. After review by the Sheriff's Committee, the Board of Commissioners shall render a decision in writing to the Union within ten (10) working days after the conference.

Step 3. If the grievance has not been settled in Step 2, the Union may elect to take the grievance to Arbitration, provided such Arbitration is requested in writing within thirty (30) calendar days after receipt of the Step 2 answer.

Section 3. Time Computation.

Working days shall mean Monday through Friday, but excluding holidays.

Section 4. Time Limits.

Time limits may be extended by mutual agreement of the parties. Failure of the Union to advance the grievance within the time limits procedure shall result in the grievance being considered settled in accordance with the Employer's last disposition. Failure by the Employer to follow the time limit procedure shall result in the grievance being automatically advanced to the next step.

Section 5. Grievance Settlement.

Settlement on any written grievance shall be reduced to writing and signed by the parties.

Section 6.

The Sheriff's Committee does not have the authority to alter the decision of the Sheriff on a disciplinary matter for employees working for the Sheriff. If there is a disagreement between the Sheriff and the Sheriff's Committee on an answer to a grievance on an employee disciplinary matter, the answer of the Sheriff shall prevail. The decision of the Sheriff may be appealed by the Union to arbitration as provided hereunder.

Section 7. Election of Remedies.

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure hereunder shall not be applicable and any relief granted shall be forfeited. However, if a state administrative or statutory officer rules that he/she does not have jurisdiction, then the employee may use the contractual remedy. In the event that the Union is sued due to this provision, the Employer shall defend the Union and indemnify and hold it harmless.

ARTICLE 8 **ARBITRATION**

Section 1. Selection of Arbitrator.

Upon receipt of a request for Arbitration, the parties shall obtain a panel of five (5) arbitrators from the Michigan Employment Relations Commission. The parties shall alternately strike names from the list and when one name remains, he or she shall be the Arbitrator. The Employer shall strike the first name. The fees and expenses of the Arbitrator shall be shared equally by the parties.

Section 2. Arbitrator's Powers.

The Arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be at all times governed by the laws of the State

of Michigan and the terms of this Agreement, and he/she shall have no power or authority to amend, alter or modify this Agreement in any respect.

Section 3. Decision of the Arbitrator.

The arbitrator's decision shall be final and binding on the Employer, Union and employees; provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded its jurisdiction, or that such decision was obtained through fraud or other unlawful action.

ARTICLE 9 **PAYMENT OF BACK CLAIMS**

If the Employer fails to give an employee work to which his/her seniority entitles him/her, and a written notice of his/her claim is filed within five (5) days of the time the Employer first failed to give him/her such work, the Employer will reimburse him/her for the earnings he/she lost through failure to give him/her such work.

ARTICLE 10 **COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

ARTICLE 11 **DISCHARGE AND DISCIPLINE**

Section 1.

Notices of discharge or discipline shall be presented to the affected employee in writing. For non-probationary employees, upon request, the Sheriff shall discuss such discharge or discipline with the employee and his/her Union representative before such discharge or discipline is put into effect.

Section 2.

Discharge or discipline for non-probationary employees may be appealed through the grievance procedure commencing at Step 1(b). Probationary employees are employees at will.

Section 3. Past Record.

In imposing any discipline on a current charge, the Sheriff will not take into account any prior infractions which occurred more than two and one-half (2-1/2) years previously, unless such infractions are directly related to the current charge.

Section 4. Personnel Records.

An employee shall have the right to examine their personnel file both in the Sheriff's Department and in the Courthouse as permitted by state law pursuant to MCL 423.501 et seq.

ARTICLE 12 **SENIORITY; PROBATIONARY PERIOD**

Section 1. Probationary Period.

Full-time employees shall serve a six (6) month probationary period, after which time they will earn benefits retroactive to their date of hire.

Further, the Sheriff, within his discretion, may extend an employee's probationary period and/or benefits for an additional six (6) months. During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from his/her last date of hire. There shall be no seniority among probationary employees.

Any leave of absence shall extend the probationary period for the number of days the employee is not at work.

Section 2.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged and disciplined employees for other than Union activity.

Section 3.

Seniority shall be on a unit-wide basis in accordance with the employee's last date of hire.

ARTICLE 13
LOSS OF SENIORITY

Section 1. Loss of Seniority.

An employee's seniority and employment shall automatically terminate for any of the following reasons:

- (A) Employee resigns, quits or retires.
- (B) Employee is discharged or terminated and not reinstated through the grievance procedure.
- (C) Employee has been on lay-off or sick leave or leave of absence status for a period of time equal to his/her seniority at the time of such leave, or two (2) years, whichever is the lesser, excluding a duty occurred injury for which he/she is receiving Workers' Compensation benefits.
- (D) Employee's failure to return to work at the expiration of a leave of absence, vacation, or disciplinary action without notification and proper excuse acceptable to the Sheriff.
- (E) Employee is convicted or pleads guilty or pleads no contest to any felony or high court misdemeanor.
- (F) Employee makes an intentionally false statement on his/her employment application or on an application for leave of absence, or any other departmental report.
- (G) If he/she does not return to work when recalled from layoff as set forth in the Recall Procedure. In proper cases, exceptions may be made within the Sheriff's sole discretion.

ARTICLE 14
SHIFT TRADING

Trading of shifts will be allowed subject to the approval of the Sheriff.

ARTICLE 15
LAYOFFS

In the event of a layoff, the following procedure shall be implemented:

1. Probationary employees will be laid off first on a unit-wide basis.

2. Non-probationary employees will be laid off in accordance with their department wide seniority.
3. When a layoff occurs, the Sheriff may reassign other employees to fill the vacancy created. Such reassignment shall be made on the basis of department wide seniority, that is, the least senior of the remaining employees shall be the first to be reassigned and so on. Provided, however, that the employee(s) to be reassigned presently possess the necessary ability, skills, and qualifications (to include any State mandated certifications) to perform the work assigned.
4. Employees who are notified that they are to be reassigned may elect to accept layoff in lieu of the reassignment. Notice shall be given to the Employer within three (3) calendar days after receipt of notice of reassignment.
5. Employees who are to be laid off will have at least seven (7) calendar days notice of layoff. The Union Steward shall be provided a list from the Employer of the employees being laid off on the same date the notices are issued to the affected employees.
6. Employees who are reassigned to a lower paid position as a result of a layoff, will receive the highest rate of pay in the position assumed, providing that the rate is not higher than the rate of pay being received prior to the reassignment.
7. In the event a full-time employee has been on a lay-off and has been recalled to work, they shall not lose their prior years of service for seniority/longevity purposes.

ARTICLE 16

RECALL PROCEDURE

Section 1.

When the work force is increased after a layoff, employees shall be recalled in inverse order of seniority. The Board of Commissioners shall recall the number of employees it deems appropriate. Recalled employees shall carry with them their seniority that was accumulated at the time of layoff and will be entitled to all benefits afforded by seniority and provisions of this Agreement.

Section 2.

Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail or hand delivered. If an employee fails to report for work within ten (10) days from date of receipt of notice of recall, he/she shall be considered terminated. It is the responsibility of the employee to advise the Employer of his/her last known address.

ARTICLE 17 **PROMOTIONS**

Section 1.

Promotions within the bargaining unit shall be made on the basis of qualifications. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirement for the position in a conspicuous place in the Sheriff's Department. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion who meets the qualifications, shall be granted up to a sixty (60) work day trial period to determine:

1. His/her desire to remain on the job.
2. His/her ability to perform the job.

In the event the most senior applicant is denied the promotion, reasons for denial shall be given in writing. In the event that senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

Section 2.

During the sixty (60) work day trial period, the employee shall have the opportunity to revert back to his/her former classification or the Sheriff may require him/her to return to their former position. If the employee is unsatisfactory in the new position, reasons shall be submitted in writing by the Sheriff to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

Section 3.

During the trial period, employees will receive the rate of the job they are performing.

Section 4. Temporary Assignments to a Higher Classification.

Employees required to work in a higher classification for eight (8) or more consecutive hours shall be paid the rate of the higher classification for the time so assigned.

ARTICLE 18 **VETERAN'S REINSTATEMENT**

The reemployment rights of employees and probationary employees who are veterans will be in accordance with all applicable laws and regulations.

ARTICLE 19 **LEAVE OF ABSENCE FOR RESERVE AND NATIONAL GUARD**

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay with the Employer when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted, subject to a maximum of fifteen (15) days payment each year. To be eligible for the above, the employee must notify the Employer as soon as possible when called upon to report for training.

ARTICLE 20 **LEAVE OF ABSENCE**

Section 1. Family and Medical Leave.

- A. A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months may request an unpaid personal leave of absence for a period not to exceed twelve (12) weeks in one (1) calendar year for any of the other reasons outlined below. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the Employer. A personal leave of absence may be granted in the following cases:
- (1) A serious health condition that makes the employee unable to perform the functions of his/her position;
 - (2) In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;

- (3) Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter;
 - (4) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- B. The Employer may require employees to exhaust all accrued paid leave prior to an unpaid leave of absence.
 - C. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.
 - D. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.
 - E. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.
1. Continuation of Benefits. All personal leaves of absence shall be without pay and benefits. The only exception to this policy is that the Employer shall continue to pay health insurance premiums for eligible employees employed for at least one (1) year and who have at least 1250 hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved leave of absence under conditions (1), (2), (3) or (4) listed in Section 1A above. This twelve (12) week period shall include, if eligible under FMLA, any time in which the employee was absent from work on a paid leave of absence, sick time, vacation time, or approved personal leaves of absence including, but not limited to, casual leave and sick and accident leave, and the Employer shall have no obligation to pay health care premiums for the employee for any time period after twelve (12) weeks from and after the employee's initial absence from work. The Employer may require employees to use their accrued time during FMLA absences. Employees may continue insurance coverages at their own expense during approved, unpaid leaves of absence. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.
 2. Reinstatement After Leave. When a leave of absence under conditions (1), (2), (3) or (4) of Section 1A is granted for more than twelve (12) weeks, or for more than thirty (30) calendar days for any other reason, the Employer does not guarantee

that the employee will be reinstated in his/her former position or to the same grade and step level when he/she is ready to return to work excluding those employees returning from S/A leave. That decision will be at the discretion of the Employer.

3. Notice. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

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

- a. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;
 - b. Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.
4. Certification for medical leaves. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:
 - a. The date on which the serious health condition commenced;
 - b. The probable duration of the condition;
 - c. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
 - d. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
 - e. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;

- f. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;
 - g. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
 - h. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
5. Second opinion. In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.
6. Resolution of conflicting opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.
7. Subsequent recertification. The Employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

Section 3.

An employee on an unpaid leave of absence shall not have his/her fringe benefits continue and/or accumulate during the leave. Fringe benefits that will not continue during that time include, but are not limited to, vacation, sick leave, health insurance except as required under the FMLA and as provided under Article 28, Casual Leave, whereby health insurance shall be paid by the Employer for up to six months, holidays, and retirement. Employees wishing to continue health insurance during an unpaid leave may do so by paying the premiums to the Employer in advance.

Section 4.

Unpaid leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for an unpaid leave of absence. Employees shall not accept employment while on leaves of absence unless agreed to by the Sheriff. Acceptance of employment or working for another Employer without prior approval while on leave of absence may result in immediate termination of employment.

Section 5.

Members of the Union not to exceed one (1) at any one time, elected to attend a function of the Union, such as conventions or educational conferences, shall be allowed time off without pay and without loss of seniority to attend such conferences and/or conventions up to a maximum of three (3) calendar days total per calendar year.

ARTICLE 21 **UNION BULLETIN BOARDS**

The Employer will provide a bulletin board which may be used by the Union for official Union notices and social events. The Employer reserves the right to remove any political or derogatory materials.

ARTICLE 22 **RATES FOR NEW JOBS**

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union of a classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiations, if written notice is given within ten (10) days after the rate is established.

ARTICLE 23 **TEMPORARY ASSIGNMENTS**

Temporary assignments to a higher classification for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for hours worked while filling such vacancy, subject to Article 17, Section 4 provisions.

ARTICLE 24
COURT TIME

Section 1.

Employees who are required to appear in court on criminal matters during off duty hours shall be compensated at one and one-half times his/her regular straight time rate for the actual time spent, but in no case for less than four (4) hours. In cases where the actual time spent in court is less than four (4) hours, the employee may be directed, by the Sheriff, to perform other work for the time remaining in the four (4) hour period.

Section 2.

Employees who are required to appear in court on civil matters during off duty hours shall be compensated at one and one-half times his/her regular straight time rate for the actual time spent, but in no case for less than two (2) hours. In cases where the actual time spent in court is less than two (2) hours, the employee may be directed, by the Sheriff, to perform other work for the time remaining in the two (2) hour period.

Section 3.

In cases where court time becomes an extension of the regularly scheduled work day either prior to or immediately following the regular work hours, compensation shall be at one and one-half times the straight time rate for the actual hours spent.

ARTICLE 25
EQUALIZATION OF SCHEDULED OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees in the same classifications in his/her Department. The Union shall be responsible for posting and maintaining the equalization roster.

Whenever overtime is required, the person with the least number of overtime hours in that classification within his/her department will be called first and so on down the list in an attempt to equalize the overtime hours, except when an employee is already on duty and it is anticipated that the overtime shall be for two (2) hours or less.

Overtime will be equalized annually and differences from low to high hours by employees shall be carried over to the following year. Under no circumstances will hours of overtime carried over to the following year be paid for by the Employer.

Overtime hours will be computed from January 1 through December 31, each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

Although marine and snowmobile patrols are not paid the overtime, they are, however, sources of additional income. During each season the Sheriff shall ask for volunteers and a list shall be prepared containing the names of those persons who volunteer, marine and snowmobile duty shall be equalized among the persons in the same manner as overtime is equalized.

ARTICLE 26 **WORKERS' COMPENSATION**

Each employee will be covered by the applicable Workers' Compensation Laws and the Employer further agrees that an employee being eligible for Workers' Compensation may, at the employee's option, receive, in addition to his/her Workers' Compensation, an amount to be paid from the employee's accumulated casual leave sufficient to make up the difference between Workers' Compensation and his/her regular weekly income. When the casual leave is exhausted, the difference shall stop and income shall be just what Workers' Compensation pays to the employee. It shall be at the employee's option to use his/her accumulated casual leave or not to use his/her casual leave to make up the difference between Workers' Compensation and his/her weekly income.

ARTICLE 27 **WORKING HOURS AND OVERTIME**

Section 1. Work Week.

The standard work day shall consist of and not to exceed ten (10) hours and the standard work week shall consist of forty (40) hours. In the event the Employer desires to change the work day from the present ten (10) hours, the employees shall receive at least ninety (90) days notice before such new schedule is put into effect.

Section 2. Schedule Change.

Any other schedule change affecting the employee's scheduled assignment shall require the Sheriff or his designee to give a fifteen (15) day notice of such change, unless the change is of an emergency nature, as determined by the Sheriff, or unless there are personnel shortages due to sick leave, vacations, workers' compensation and other authorized leaves.

Section 3. Overtime.

Premium pay at the rate of one and one-half times the regular hourly rate shall be paid for all hours worked over ten (10) hours in one (1) work day or over eighty (80) hours in a two (2) week period. In the event the regular daily tour of duty is reduced to eight (8) hours per day and five (5) days per week, premium pay shall be paid for all hours worked

over eight (8) hours in one (1) day or eighty (80) hours in a pay period. Exceptions to the above requirements are provided for in various sections of this contract and shall take precedent. There shall not be any compounding or pyramiding of overtime.

Section 4. Paycheck.

Payday will be every other Friday.

Section 5. Call-In Pay.

Call-In shall be paid a minimum of two (2) hours at time and one-half when an employee is called in from off duty. Excepting however, Breathalyzer Operators shall be paid a minimum of four (4) hours straight time for call in on Breathalyzer Tests. The minimum of four (4) hours shall not apply at the beginning or end of a shift, under those circumstances, overtime shall be paid as required under the contract overtime provisions.

Section 6.

When an employee loses time, he/she will be allowed to make up this time, when agreeable with both the employee and the Sheriff. If the Sheriff refuses, the Sheriff's decision shall not be grievable.

Section 7. Breaks.

Two (2) fifteen (15) minute "Coffee Breaks" will be allowed during each eight (8) hours or more working day without loss of pay. Breaks cannot be taken at the beginning or end of a shift. Breaks do not accumulate if not taken. If conditions so warrant, the Sheriff may prohibit an employee from taking a break.

Section 8. Lunch Break.

Each tour of duty of eight (8) hours or more shall include one (1) forty-five (45) minute paid lunch break. The lunch break shall be taken at those times that will provide minimal interference with regular performance of the employee's assigned duties, and the Sheriff reserves the right to determine the time when an employee may take his/her lunch break. Any employee partaking in a lunch break shall immediately return to the regular performance of his/her assigned duties upon receipt of any Departmental request for his/her services, without delay. Meal breaks cannot be taken at the beginning or end of a shift unless authorized by the Sheriff.

Section 9. Department Meetings.

When it is mandatory that employees attend Department Meetings, they shall be paid at straight time rate for the actual time spent at such meetings, if it is at the beginning or end of the employee's shift. If the meeting is not at the beginning or end of their shift,

the employee shall be paid at straight time rates for the time actually spent with a minimum of one (1) hour pay.

ARTICLE 28 **CASUAL LEAVE**

All non-probationary employees covered by this Agreement shall accumulate one (1) casual leave day per month (eight (8) hours), if they work and/or are compensated by the Employer, on a pro rata basis, not to exceed twelve (12) days (96 hours) per year, with a total of fifty (50) days (400 hours) accumulation before loss of casual leave. Employees do not earn casual leave when on Workers' Compensation. Effective upon implementation of a sickness and accident policy by the Employer, the cap for casual leave accrual shall be reduced to 25 days (200 hours) accumulation before loss of casual leave. Casual leave accrual in excess of 25 days (200 hours) shall be paid off upon implementation of the sickness and accident policy.

Upon implementation of a sickness and accident policy by the Employer, casual leave accumulation shall be reduced to a maximum of eight (8) days (64 hours) per year earned on a monthly pro-rata basis as stated in paragraph 1 above. The sickness and accident benefit will begin 30 calendar days after the qualifying event and last for ten years at 66.67% of base pay. Health insurance shall be paid by the Employer for six (6) months, after which time the employee may continue health insurance coverage at his/her expense by pre-paying the premiums to the Employer. No other benefits will accrue while employee is receiving sickness and accident benefit. The employee is required to comply with the medical verification policies of the Employer or the insurance company. Time off work when on sickness and accident leave shall be counted toward FMLA leave.

All unused casual leave days will be paid at the hourly rate of the employee upon severance of employment or the death of the employee, or layoff, if requested by the laid off employee. In the case of death, it shall be paid to the employee's beneficiary.

An employee, while on paid casual leave, shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and such leave time will be construed as time worked for that purpose.

It is specifically agreed that all employees who were employees on or before January 1, 1986, shall be allowed to accumulate a total of seventy-five (75) days (600 hours) before loss of casual leave and shall be paid said casual leave days up to seventy-five (75) (600 hours) upon the severance of employment or the death of said employee, or layoff, if requested by the laid off employee. Effective upon implementation of a sickness and accident policy, the accumulation of casual leave for employees employed on or before January 1, 1986, shall be capped at 50 days (400 hours) with any excess paid off at the 1997 pay rate upon implementation of the sickness and accident policy.

Further, employees who have reached their total allowed accumulation of casual leave shall continue to accumulate casual days at the normal rate for the following year, not to exceed eight (8) days (64 hours). Prior to the end of the calendar year in which the additional hours above the total allowed accumulation for each employee are earned, the employee must either utilize the additional hours or submit a written request for payment of said hours not to exceed sixty-four (64). Such written request for payment shall be made prior to the end of the calendar year and submitted to the Sheriff.

ARTICLE 29
FUNERAL LEAVE

An employee shall be allowed up to three (3) working days with pay as Funeral Leave for deaths in the immediate family, from the date of death to the day after the funeral. These days are not to be deducted from any leave (comp., casual, or vacation). Immediate Family is defined as Mother; Father; Step-Parents; Brother; Sister; Wife or Husband; Son or Daughter; Step-Children; Mother-in-Law; Father-in-Law; Brother-in-Law; Sister-in-Law; Grandparents and Grandchildren.

ARTICLE 30
VACATION

All regular full-time employees shall be entitled to vacation time with pay under the following schedule:

- (a) Employees who have completed one (1) full year of service shall receive five (5) days.
- (b) Employees who have completed two (2) through four (4) years of service shall receive ten (10) days per year.
- (c) Employees with five (5) through (10) years of service shall receive fifteen (15) days per year.
- (d) After ten (10) years of service employees will receive twenty (20) days per year. (Effective January 1, 1989)
- (e) After eleven (11) or more years of service employees shall receive twenty-five (25) days per year. (Effective January 1, 1989)

Vacations will be granted at such times during the year as are suitable considering both the wishes of the employee and efficient operation of the Department. Vacations may be taken in consecutive days, or split into more than one time period. Vacation time may not be waived by an employee for extra pay, but vacation time may be accumulated for a two (2) year period.

If an employee becomes ill and is under the care of a licensed physician during his/her vacation, his/her vacation will be rescheduled changing his/her lost time from vacation to casual leave. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.

Upon severance of employment, or the employee's death, all unused vacation time shall be paid to the employee or his/her beneficiary at the time prevailing hourly rate for the employee's classification at that time.

ARTICLE 31
PAY ADVANCE

Section 1.

If a regular payday falls during an employee's vacation, he/she may receive that check in advance before going on vacation. If an employee wishes to receive his/her check in advance, he/she shall request it no less than two (2) calendar weeks before starting his/her vacation in writing to the County Clerk with a copy to the Sheriff.

Section 2.

If an employee is laid-off or retired or severs his/her employment, he/she will receive any unused vacation credit, including that accrued during the calendar year. A recalled employee who has received credit at the time of lay-off for the current calendar year will have credit deducted from his/her vacation for the following year. This pay shall be received by the employee no later than fifteen (15) calendar days from the acceptance of his/her resignation, his/her date of lay-off or the date his/her employment was severed.

ARTICLE 32
DEFINITION OF "CERTIFIED ROAD DEPUTIES" AND DISPLACEMENT

The phrase CERTIFIED ROAD DEPUTIES shall mean officers certified by the M.L.E.O.T.C. as police officers in the State of Michigan, and who are within this bargaining unit and shall not be displaced by anyone from outside this unit even if M.L.E.O.T.C. certified (other departments, etc.).

ARTICLE 33
COMPUTATION OF BENEFITS

All hours paid to any employee by the Employer shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE 34
PENSIONS

Municipal Employees Retirement Plan C-2, with B-1 base, with a waiver of Section 47-f after fifteen (15) years of service and attaining age 55, shall be implemented and be effective as of January 1, 1987. On or before December 31, 1999, as determined by the Board of Commissioners, the Employer shall upgrade the Retirement Plan provided for herein to include the F-50 (25 year) rider. The FAC-3 benefit will be effective on or before December 31, 1999, as determined by the Board of Commissioners.

ARTICLE 35
CLASSIFICATIONS AND RATES OF PAY

Section 1.

Probationary rates for the below classifications shall be fifty cents (50¢) per hour less than the Permanent Rates shown for Certified Law Enforcement Officer, and forty cents (40¢) per hour less than the Permanent Rates shown for Clerk Dispatchers and Chief Clerk Dispatchers, except as provided in Section 2 below.

Detectives shall receive an annual clothing allowance of Two Hundred Fifty and No/100 (\$250.00) Dollars in lieu of uniform issue on a pro rata yearly basis.

<u>TITLE</u>	<u>PERMANENT RATES</u>	Effective 1-1-97
Certified Law Enforcement Officer**	\$12.58	
Clerk Dispatchers	\$10.15	
Chief Clerk Dispatchers	\$11.06	
Detective	\$13.42	
Sergeant	\$13.42	
Correction Supervisor	\$13.22	

** If hired before 9-12-96.

The following wage scale shall apply to **Certified Law Enforcement Officers** employed on or after September 12, 1996:

Probationary Rate	\$10.76
One Year	\$11.32
Two Years	\$12.06
Three Years	\$12.34
Four Years	\$12.58

Section 2.

The pay rate and step schedule for **Correction Officers** shall be as follows:

<u>STEP</u>	<u>RATES EFFECTIVE 1-1-97</u>
Probationary Rate	7.98
After Completion of Probation	8.57
Second Year	9.21
Third Year	9.52
Fourth Year	9.78

Section 3.

The pay rate and step schedule for **Clerk Dispatchers** hired after September 6, 1990, shall be as follows:

<u>STEP</u>	<u>RATES EFFECTIVE 1-1-97</u>
Probationary Rate	7.98
After Completion of Probation	8.57
Second Year	9.21
Third Year	9.52
Fourth Year	9.78

Section 4.

The pay rate and step schedule for **Chief Corrections Officer** shall be as follows:

<u>STEP</u>	<u>RATES EFFECTIVE 1-1-97</u>
Probationary Rate	8.59
After Completion of Probation	9.16
Second Year	9.85
Third Year	10.15
Fourth Year	10.40

Section 5.

With one exception, the rates of pay as specified in Sections 1, 2, 3 and 4 of this Article shall be adjusted on January 1 of 1998 and January 1 of 1999 to reflect an increase equal to the Consumer Price Index as recognized by the Federal Social Security Administration, but in no case shall such increase be less than an amount equal to 3% or more than an amount equal to 5%. The one exception is that the probationary rate shall not be increased in the second year of the contract.

ARTICLE 36
SHIFT PREMIUM

Shift premium shall be paid according to the following schedule:

All shifts beginning between 6:00 a.m. and 1:00 p.m., inclusive, shall receive no premium. Shifts beginning after 1:00 p.m. but before 8:00 p.m. shall receive premium pay of 20¢ per hour. Shifts beginning at 8:00 p.m. or later shall receive a premium of 30¢ per hour.

Hours for which overtime pay are paid on one basis shall not be counted again for purposes of premium pay hereunder.

Premium pay is based on when the shift begins as earlier set forth without regard to when it ends.

ARTICLE 37
LONGEVITY

Employees covered by this Agreement will receive longevity pay in accordance with the following:

Section 1.

As of January 1, 1992, employees shall be entitled to longevity pay of Fifty Dollars (\$50.00) for each year of service, to a maximum of twenty (20) years. However, for persons hired on or after September 12, 1996 only, after four years of continuous full-time service, employees shall be entitled to longevity pay of fifty dollars (\$50.00) for each year of service, to a maximum of twenty (20) years to the Montmorency County Sheriff Department. However, employees who received longevity pay under the longevity clause in existence prior to January 1, 1992, and would under this clause realize a decrease in longevity pay shall continue to be paid the amount of longevity entitled to them under the plan in existence prior to January 1, 1992 until such a time as the number of years of service multiplied by the rate placed into effect on January 1, 1992 became equal to or greater than that amount of longevity being paid the employee under the prior provision.

Section 2.

Temporary or part-time employment does not accumulate for longevity time. To be eligible for longevity pay, the employment term must be consecutive. Time lost in the employment term due to layoff or disciplinary action, not overturned by the grievance procedure, shall not be computed as consecutive time for the purpose of computing longevity.

Section 3.

All longevity payments will be received the first pay period in December if the employee is still employed on December 1st, except in cases of resignation or retirement or death, in which case payment shall be made on a pro rata basis.

Section 4.

An employee discharged for cause shall not be entitled to pro-rated longevity payments.

Section 5.

An employee on layoff or other unpaid leave shall receive pro-rata longevity payments for the time worked during the computation period.

ARTICLE 38
HOLIDAYS

Section 1.

The following shall be recognized as holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Good Friday Afternoon (1/2) Day	Christmas Day

Section 2.

Employees shall receive one (1) day's pay for each of the holidays payable as they occur.

Section 3.

In the event that any employee is required to work on any of the above holidays, he/she shall be paid his/her regular hourly rate in addition to the holiday pay in section 2.

Section 4.

The County to provide time off or payment thereof on the one-half (1/2) days of Christmas Eve and New Year's Eve at such times as the Board of Commissioners grants said one-half (1/2) days to other County Employees.

Section 5.

Employee eligibility for holiday pay is subject to the following conditions and qualifications:

1. An employee who is scheduled to work on a holiday but fails to report to work shall not be entitled to holiday pay and may be subject to disciplinary action.
2. The employee must not be on a leave of absence, layoff, or disciplinary suspension.
3. An employee will not be paid for a holiday if he/she has an unexcused absence on the scheduled work day immediately before and/or after the holiday.

ARTICLE 39 **EDUCATION AND EXPENSES**

Section 1.

The Employer shall pay the tuition and all related expenses for attendance at any educational or training courses which the Sheriff may request any employee to attend, subject to the approval of the Board of Commissioners. In the event that transportation is not available and an employee is requested to provide his/her own transportation, he/she will be reimbursed for mileage at the County rate for the actual miles driven to and from the place of attendance.

Section 2.

In-service training may be mandatory for all employees and paid at straight time for off-duty hours.

ARTICLE 40
UNIFORMS AND UNIFORM MAINTENANCE

The Employer will provide all uniformed deputies with the following items of clothing and equipment:

ROAD DEPUTIES: 8 shirts (4 summer, 4 winter)
 6 pants (3 summer, 3 winter)
 3 ties, clip on type
 2 hats (1 summer, 1 winter)
 2 coats (1 summer, 1 winter)
 1 hat badge
 1 shirt badge
 1 coat badge
 1 pocket badge

All needed bars, stripes, collar insignias, patches, leather goods, Kel-lite flashlight, clipboards, etc.

DISPATCHERS, 4 shirts
CLERKS & 4 pants
CORRECTIONS 2 coats (1 summer, 1 winter)
OFFICERS:

Employees shall be granted a uniform replacement as needed in accordance with the above list, when the uniform is unserviceable.

Cleaning will be paid in full by the Employer.

ARTICLE 41
HOSPITALIZATION MEDICAL COVERAGE, LIFE INSURANCE,
FALSE ARREST INSURANCE

Section 1. Health Insurance Coverage.

The Employer agrees to provide for full-time employees, commencing the 15th day after employment, the same hospitalization and medical insurance coverage as is in effect on December 1, 1989, see Attachment A, except that the Employer may go to a Three Dollars (\$3.00) drug rider, subsequent to December 1, 1989. Effective January 1, 1997, the drug rider shall be Five Dollars (\$5.00).

The Employer reserves the right to select a different insurance carrier, become self-funded or obtain any other policy, provided that such different carrier or self-funded provides comparable coverage. Prior to any change in carriers, the Employer shall notify

the Union thirty (30) calendar days in advance and shall meet with the Union, upon the Union's request, within that thirty (30) days to discuss the proposed change. The Union reserves the right to file a grievance if it believes that the proposed change is not going to provide comparable coverage.

Section 2. Health Insurance for Family of Officer Killed in the Line of Duty.

If an employee is killed in the line of duty, the Employer agrees to provide the above coverage for the employee's spouse and minor children until the spouse remarries or has comparable health insurance available from another source, without cost to the spouse.

Section 3.

The Employer agrees to provide the employees with False Arrest Insurance.

Section 4. Retiree Health Insurance

The County agrees to provide, for bargaining unit retirees only (not the spouse or children), the same hospitalization insurance coverage offered to employees in the bargaining unit. To be eligible the retiree must be at least fifty-five (55) years of age and a former full-time employee with a minimum of fifteen (15) years of service. Retiree dependent coverage may be obtained by retirees reimbursing the County for the cost. The obligation of the Employer to pay for health insurance for the retiree shall cease in the event and during the time that health insurance is provided to the retiree through another Employer or other source. For example, if the retiree accepts other employment and health insurance is provided from that Employer, then the County's obligation to the retiree shall cease, or in the event that the retiree is eligible for health insurance through his/her working spouse, the County shall not be obligated to provide health insurance benefits, during that time. All questions of eligibility shall be determined by the rules and regulations established by the carrier providing such coverage. The retiree must coordinate with other available governmental health insurances such as, but not limited to, Medicaid and Medicare, which may be available in part or in total to the retired employee. The retiree receiving health benefits shall be required to apply for Medicaid, Medicare or similar Federal program benefits as soon as he/she is eligible. As of the date of eligibility, all benefits payable by the Employer shall be reduced by an amount equal to the Federal benefits or other benefits available and shall be supplemental to such coverage. In the event that the name of any of the coverages and/or benefits referred to are changed, the replacement programs shall apply to the above requirements.

Section 5. Life Insurance.

The County shall pay the full premium for life insurance coverage of Fifteen Thousand Dollars (\$15,000.00) for all full-time employees starting six (6) months after employment in the bargaining unit. This coverage also includes accidental death and dismemberment (AD&D) coverage. Employees will have the option to purchase additional

life insurance on their own, subject to the approval of the carrier. This coverage also includes accidental death and dismemberment coverage.

Section 6. Payment in Lieu of Health Insurance.

The County will provide an incentive payment to any full-time employee in lieu of medical/hospitalization in the amount not to exceed \$125.00 per month, if said employee has an alternate source of hospitalization. Said incentive payment will begin the first pay of the month following thirty (30) days of employment. An employee who subsequently loses medical/hospitalization coverage from another source shall have the right to re-enroll in the medical/hospitalization coverage from the Employer. Such employee assumes all risks for denial of coverage for "pre-existing conditions" and is subject to any re-enrollment requirements imposed by the Employer's insurance carrier.

If a married couple without children is employed by the County, they shall each be required to have a single plan in lieu of a two person plan if it results in a savings to the County for said plan. The employee shall receive the actual savings, but no more than Two Hundred Fifty Dollars(\$250.00) annually. Those employees shall determine who shall receive the compensation.

ARTICLE 42
GUN ALLOWANCE, AMMUNITION ALLOWANCE

Section 1.

All employees who are required or requested to have or carry weapons, shall carry the assigned weapon of the Department or, at the employee's option, shall carry his/her own weapon.

Section 2.

Employees will be granted one hundred (100) rounds of ammunition per year to be used for practice. Practice is to be conducted by a Supervisor of the Department. (Issue to be fifty (50) rounds per six (6) months.)

Section 3.

Each Deputy shall be issued at least fifty (50) rounds of new service ammunition for on duty use, once each year. When such obsolete ammunition is replaced, it shall be retained by the Deputy for use as practice ammunition. This allowance shall be in addition to the ammunition issue specified in section 2.

ARTICLE 43
PERSONAL VEHICLE USE

All employees required or requested to use his/her own vehicle for Department business shall receive reimbursement for mileage traveled at the rate according to County policy at the time of the travel.

ARTICLE 44
SAFETY OF POLICE OFFICERS

Section 1.

The Sheriff shall assure that staff will have protection when needed.

Section 2.

There shall be provided two (2) certified road deputies per patrol unit involved in all prisoner transports of two (2) or more misdemeanors, or one (1) or more felons, except in an arrest situation. Two (2) certified road deputies shall be provided for a transport of one (1) misdemeanor when the subject is known to be escape or violence prone.

Section 3.

This Article shall not apply in the circumstance where correction officers are used for prisoner transports as provided under Article 51.

ARTICLE 45
RESIDENCY

Upon the completion of the probationary period, as provided in this Agreement, as a condition of continued employment, an employee shall within sixty (60) days thereafter reside within the County of Montgomery. An extension of time may be granted with the approval of both the Sheriff and the Board of Commissioners.

ARTICLE 46
PATROL VEHICLE USE

Section 1.

The Sheriff shall have the sole authority to determine department patrol vehicle use.

It is recognized that as of the signing of this contract, road deputies are permitted to drive department patrol vehicles home from work and then back to work, but not for other personal use. The Sheriff has the right to discontinue that practice. The decision of the Sheriff is not grievable and there shall not be any recourse by the Union and employees for any decision made by the Sheriff pertaining to the use of department patrol vehicles.

Section 2.

The Employer agrees that no vehicle shall be utilized for patrol purposes which is unsafe for patrol use. Further, should an employee be of the opinion that a vehicle is unsafe for patrol use, he/she shall report same to his/her immediate supervisor with the reason for the opinion. The vehicle in question shall be checked by a certified mechanic before being put back in service. Should the employee still feel the vehicle is not safe, he/she shall file a written notice to the Undersheriff/Sheriff. Should the employee feel the vehicle is still not safe after the Sheriff makes his determination, the safety of the vehicle is a grievable action.

ARTICLE 47 **SUPPLEMENTAL EMPLOYMENT**

Employees may engage in supplemental employment if they so desire; provided however, the following rules are complied with:

- (A) Written requests for permission to engage in supplemental employment shall be submitted to the Sheriff stating the nature of work.
- (B) The employee's primary responsibility is to the County of Montmorency Sheriff Department. In the event of any emergency or need, as determined by the Sheriff, the employee must be available for duty with the Department.
- (C) The additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her duties.

ARTICLE 48 **MEDICAL DISPUTE**

The Sheriff reserves the right to require an employee, at the Employer's expense, if not covered by the employee's insurance, to take a physical or mental examination (1) if it should appear that said employee is having difficulty in performing his/her duties, or (2) on return from any kind of leave of absence. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the

determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Sheriff, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third party shall be paid by the Employer, if not covered by the employee's insurance. On the basis of said examination, the Sheriff shall take appropriate action.

ARTICLE 49
SAVINGS CLAUSE

If any provision of this Agreement is found invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 50
GENDER CLAUSE

Whenever the masculine is used in this Agreement, it shall also mean the feminine, and vice versa, except for maternity leave.

ARTICLE 51
TRANSPORTATION OF PRISONERS

Notwithstanding any contrary contract provisions, correction officers may be used to transport prisoners anywhere in Montmorency County and to other adjacent counties for medical purposes. Transportation arrangements will be determined by the Sheriff or Undersheriff.

Transport for other than medical reasons outside of Montmorency County shall be offered to M.L.E.O.T.C. certified officers first. In the event that none of the M.L.E.O.T.C. certified officers are available in a reasonable amount of time it may then be offered to correction officers or dispatcher officers providing there shall be at least one (1) certified M.L.E.O.T.C. patrol officer on felony transports and at least one (1) certified M.L.E.O.T.C. patrol officer on misdemeanor transports where there is a prior risk of assault/escape.

Transport of released inmates shall be offered to M.L.E.O.T.C. road officers first and then to corrections officers.

ARTICLE 52
DISTRIBUTION OF AGREEMENT

The Employer agrees to provide each employee with a copy of this Agreement and to provide a copy of the Agreement to all new employees entering this bargaining unit.

Copies of this Agreement will be provided for any employee who has lost his/her copy by requesting another copy from the Sheriff in writing, provided that the employee reimburses the Employer for the cost.

ARTICLE 53
TERMINATION AND MODIFICATION

Section 1.

This Agreement shall be effective the 1st day of January, 1997 and shall remain in full force and effect until the 31st day of December, 1999.

Section 2.

This Agreement shall automatically be renewed, unless either party notifies the other in writing, not less than ninety (90) days nor more than One Hundred Eighty (180) days prior to the termination date that it desires to modify this Agreement.

IN WITNESS WHEREOF, WE THE PARTIES HAVE CAUSED THIS INSTRUMENT
TO BE EXECUTED ON THIS 26th DAY OF March, 1997.

COUNTY OF MONTMORENCY

3-26-97
Date

Richard E. Hermanson
Richard E. Hermanson, Chairperson

4-1-97
Date

Ron Karr
Ron Karr, Sheriff

POLICE OFFICERS LABOR COUNCIL

Date

Thomas E. Kreis
Thomas E. Kreis, Field Representative

3-25-97
Date

Mike Teets

3-25-97
Date

Ellen P. Baker

3-25-97
Date

Debra A. Allen

MEMORANDUM OF UNDERSTANDING #1

IT IS HEREBY UNDERSTOOD AND AGREED between the Montmorency County Board of Commissioners, the Sheriff of Montmorency County and the Police Officers Labor Council (representing the members of the Montmorency County Sheriff) that:

Any employee in a classification subject to the jurisdiction of the Union who, on or after the execution of this Memorandum in 1995, is promoted/appointed to the position of Undersheriff and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall carry with him/her all accumulated seniority while working in the position of Undersheriff.

The employee who is so transferred or demoted, at the conclusion of his/her service as Undersheriff, shall commence work in a job generally similar to the one he/she held at the time of his/her promotion/appointment and he/she shall maintain the seniority rank he/she held at the time of his/her promotion/appointment.

This Memorandum shall be attached to and become a part of the current collective bargaining agreement between the parties.

Dated this 26th day of March, 1997.

For the County:

For the Union:

3-25-97
Richard S. Harman

Mike Teets 3-25-97
[Signature]

For the Sheriff:

Ronald J. Karr

MEMORANDUM OF UNDERSTANDING #2

IT IS HEREBY UNDERSTOOD AND AGREED between the Montmorency County Board of Commissioners, the Sheriff of Montmorency County and the Police Officers Labor Council (representing the members of the Montmorency County Sheriff) that:

During the first year that S/A is in effect, any employee employed upon the date that the S/A becomes effective who is denied S/A benefits over 120 days due to a pre-existing condition who would otherwise be eligible, shall receive after 120 days, four (4) days of additional compensation.

The above four (4) day payment only applies for the first year S/A is in effect.

Dated this 26th day of March, 1997.

For the County:

Ronald S. Ideman

For the Union:

Mike Teets 3-25-97

A. J. [Signature]

For the Sheriff:

Ronald J. Kare

MEMORANDUM OF UNDERSTANDING #3

IT IS HEREBY UNDERSTOOD AND AGREED between the Montmorency County Board of Commissioners, the Sheriff of Montmorency County and the Police Officers Labor Council (representing the members of the Montmorency County Sheriff) that:

Any employee hired prior to February 24, 1997 shall receive a 4% increase (first year) and 3 to 5% increase (second and third years) under Sections 2, 3 and 4 of Article 35 on page 25 at the Probationary Rate and after Completion of Probationary Rate only.

Dated this 26th day of March, 1997.

For the County:

Ronald S. Bennett

For the Union:

Sgt Mike Teles

For the Sheriff:

Ronald J. Karr