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12/31/99

AGREEMENT  
BETWEEN  
SANILAC COUNTY

AND  
POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(POAM)

*Sanilac County*

Effective January 1, 1998 through December 31, 1999

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ARTICLE I  
AGREEMENT

1.1: This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between the Sanilac County Board of Commissioners, the Sanilac County Sheriff (jointly hereinafter referred to as the "Employer") and the Police Officers Association of Michigan, as the sole and exclusive bargaining agent for the Sanilac County Deputies (hereinafter referred to as the "Union".)

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

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

ARTICLE II  
PURPOSE AND INTENT

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

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

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

ARTICLE III  
RECOGNITION

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

3.2: All regularly scheduled full and part-time deputies, full and part-time dispatchers, full and part-time secretaries, full and part-time detectives, full and part-time turnkeys and all other new full time or part-time classifications established by the Employer,

and any new departments established by the Employer, excluding supervisors.

ARTICLE IV  
AID TO OTHER UNIONS

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

ARTICLE V  
AGENCY SHOP

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

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

ARTICLE VI  
DUES DEDUCTION

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

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

6.3: The POAM shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested, explaining that he/she is delinquent in not tendering dues or a representation fee, specifying the current amount of the delinquency, and warning him/her that unless the delinquent dues or representation fees are paid or a properly executed deduction form is tendered within fourteen (14) days, he/she shall be reported to

the Employer and a deduction of the representation fee shall be made from his/her salary pursuant to Act 390, Public Acts of 1978.

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

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

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

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

#### ARTICLE VII SAVE HARMLESS

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

#### ARTICLE VIII UNION REPRESENTATION

8.1: The Employer shall permit the local union three (3) representatives. The names of these employees shall be communicated in writing to the Sheriff upon their selection and any subsequent change. These representatives shall be permitted to

represent the employees in matters of grievances, negotiations, or concerns of the membership during his or her working hours without loss of pay, benefits or time.

ARTICLE IX  
SPECIAL CONFERENCE

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

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

ARTICLE X  
GRIEVANCE PROCEDURE

10.1: Definition: A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a provision of this Agreement.

10.2: Discipline or Discharge: Grievances involving discharge and/or discipline imposed by the Sheriff, shall be filed with the Sheriff or his designated representative at Step 3 of the grievance procedure within five (5) duty days following discharge and/or discipline action.

Step I - Verbal: An employee and/or steward, who had a grievance shall take the matter up verbally with the shift sergeant, or the sergeant involved, within five (5) duty days following the act or condition which is the basis of the grievance, who will attempt to resolve it.

Step II - Written: In the event the matter cannot be resolved verbally, the grievance shall be reduced to writing upon the appropriate grievance form and a copy shall be filed with the shift sergeant within five (5) duty days of the verbal discussion. The shift sergeant shall answer the grievance within five (5) (sergeant's) duty days following receipt.

Step III - Sheriff: In the event the sergeant's decision is not acceptable, the grievance may be appealed to the

Sheriff within five (5) duty days from the date of the sergeant's decision.

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

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

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

Within ten (10) working days from the date of the appeal, the Board of Commissioners or its designated representative will arrange for a conference to resolve the grievance. Such conference normally shall be scheduled at a time when there is no disruption of normal routine and duties of the Employer.

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

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

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

10:3: After receipt of an intent to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) calendar days or within a longer period

if mutually agreed upon, either party may submit the matter to the Michigan Employment Relations Commission, within thirty (30) days after receipt of notice of intent, requesting that an arbitrator be selected with assistance and under the rules of the Michigan Employment Relations Commission.

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

10.5: The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement nor to rule on any matter except while this Agreement is in full force and effect between the parties. (The arbitrator shall have no power to establish wage scales or rates on new or changed jobs,) or to change any rate unless it is provided for in this Agreement.

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

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

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

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

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

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

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



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

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

ARTICLE XI  
DISCHARGE AND DISCIPLINE

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

11.2: The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the unit and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the steward.

11.3: Appeal of Discharge or Discipline: Should the representative or an employee who has been discharged or disciplined consider the discharge or discipline to be improper, a grievance shall be presented in writing through the Steward to the Sheriff within five (5) regularly scheduled working days of the discharge or discipline. (See Step 3 of the grievance procedure.)

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

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

ARTICLE XII  
SENIORITY - PROBATIONARY EMPLOYEES

12.1: New full-time employees hired in the unit shall be considered as probationary employees for the first twelve (12) months of their employment, or six (6) months after satisfactory completion of schooling. The twelve (12) month probationary period shall be accumulated within not more than eighteen (18) months.

When an employee finishes the probationary period, by accumulating twelve (12) months of employment within not more than eighteen (18) months, he shall be entered on the seniority list of the unit and shall rank for seniority from the employee's last date of hire. There shall be no seniority among probationary employees.

Part-time employees shall be on probation for the first 1,000 hours of their employment.

12.2: The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article III of this Agreement, except probationary employees who have been discharged and disciplined for other than union activity.

12.3: The Sheriff may extend a new employee's probationary period one time for a period of three (3) months. If such an extension is to be made, the following must occur:

- A. At least one (1) week prior to the twelve (12) month probationary period being up, the Sheriff must call a meeting with the employee, his shift sergeant, the Chief Union Steward, and his training officer, if applicable.
- B. At the meeting, the Sheriff must outline the reasons for the probationary period extension, and what must be done to successfully complete the extension.
- C. During the extension, a meeting must be held once each month with the Sheriff or his designated representative, the employee's shift sergeant and the employee to keep him informed of his status.
- D. At the conclusion of the extension, if the employee has not successfully performed, the Sheriff shall provide the Union steward and the employee with a detailed listing as to why the employee was terminated.

12.4: This extension option granted to the Sheriff does not prevent the termination of a new employee during the original twelve (12) month probationary period.

ARTICLE XIII  
SENIORITY LISTS

13.1: The Employer shall maintain separate seniority lists for all full-time and part-time employees in the bargaining unit

according to the seniority date, showing names, positions, classifications, and seniority date and shall furnish a copy to the Union as soon as possible after the effective date of this Agreement.

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

ARTICLE XIV  
LOSS OF SENIORITY

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

- A. The employee quits, or
- B. The employee is discharged, and not reinstated, or
- C. The employee fails to return to work within seven (7) working days after issuance of the Employer's notice of recall by registered or certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address, or
- D. The employee is absent from work for three (3) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence, or
- E. An employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee, or
- F. The employee gives a false reason in requesting a leave of absence, or engages in other employment during such leave of absence, or
- G. A settlement with the employee has been made for total disability, or
- H. The employee is retired, or
- I. The employee is laid off or has not been employed by the Employer for a continuous period exceeding the length of his employment or twenty-four (24) calendar months, whichever occurs sooner, or

- J. The employee falsifies pertinent information on his application for employment.
- K. He accepts employment elsewhere after he is on a leave of absence or is self-employed for the purpose of making a profit, after a leave of absence is granted; however, the Employer may waive this requirement.
- L. He is convicted of a misdemeanor, excluding any traffic offenses except: DUIL, impaired or reckless driving, when in the discretion of the Sheriff such conviction shall bring discredit upon the department.
- M. He is convicted of any felony, circuit court misdemeanor or high misdemeanor, or
- N. He is declared mentally incompetent by probate court.

ARTICLE XV  
SHIFT PREFERENCE

15.1: Shift preference will be granted full-time employees on the basis of seniority within the classification except for:

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

15.2: Part-time employees shall be granted shift preference on the basis of seniority among other part-time employees.

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

ARTICLE XVI  
SENIORITY OF STEWARDS

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

ARTICLE XVII  
BILL OF RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE XVIII  
LAYOFF

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

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

ARTICLE XIX  
RECALL

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

19.2: Notice of recall shall be sent to the employee's last known address by registered or certified mail. If an employee fails to report for work within seven (7) days of the date of mailing notice of recall, he shall be considered a quit.

ARTICLE XX  
TRANSFERS

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

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

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

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

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

ARTICLE XXI  
PROMOTIONS

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

21.2: Eligibility:

Sergeant Position:

- A. Must have five (5) years seniority as a full-time deputy in the Sanilac County Sheriff's Department, at least two (2) of those in a road patrol capacity.

- B. Must be a certified police officer
- C. Must have successfully completed their probationary period.

Detective Position:

- A. Must have four (4) years full-time department seniority in a road patrol capacity in the Sanilac County Sheriff's Department.

Corrections Corporal:

- A. Must have three (3) years full-time seniority with two (2) years in corrections. Effective December 1, 1989 must have four (4) years full-time seniority with two (2) years in corrections.

Newly Created Positions:

- A. Eligibility for promotions to newly created positions shall be subject to negotiations between the parties of this Agreement.
- B. In the event agreement cannot be reached within thirty (30) days the issue shall be subject to the grievance procedure and shall be submitted at step 5 of the grievance procedure to resolve the issues. The Employer may fill the position on a temporary basis while the issue is being resolved through the grievance procedure.

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

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

21.5: Testing: The testing will be conducted at the conclusion of the posting period. Test scores will be retained for a period of twelve (12) months and any promotions to the classification for which the testing was done will be made from that list unless a more recent test was conducted for such classification.

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



the list and they will become eligible for promotion according to their test score.

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

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

21.9: Scoring.

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

1. Will be developed by Sheriff
2. For sergeant position must get 75% to pass
3. For detective position must get 85% to pass

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

1. Conducted by three (3) person panel selected as follows: One (1) by the Sheriff, one (1) by the Union, and one (1) by mutual agreement of both parties.
2. Must get 75% to pass

C. Work Record - 100 possible points - 30% of overall score.

1. Evaluation of Personnel for Promotion.
2. This evaluation shall be a written evaluation on a form that is negotiated and approved by the parties, requiring the applicant to sign the evaluation form showing that the applicant has had the opportunity to review the evaluation. The evaluation form to be used shall be provided by the Employer and shall contain the basic information agreed to by the parties but may be expanded by the Sheriff to include other relative information. See Appendix A attached.
3. The above evaluation results will account for 70% of the overall work record score. The remaining 30% will be determined by the Sheriff, according to his observations of the applicant and the materials (citations,

reprimands, etc.) in the applicants personnel file.

D. College Credit or Military Service - 5% of overall score, based on the following formula:

1. 10 points for each 30 college credit hours or each two (2) years of military service. Maximum four (4) years of military service.
2. An employee having an Associate Degree in Law Enforcement shall receive five (5) extra points.
3. An employee having a Bachelors Degree in Law Enforcement shall receive ten (10) extra points.

E. Seniority - 10% of overall score. Based on the following formula:

1. .5 point for each month of seniority.
2. Must have the full month in to get credit.

F. Totals. Points will be tabulated as follows:

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

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

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

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

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

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

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

ARTICLE XXII  
NO STRIKE AGREEMENT

22.1: The parties to this Agreement mutually recognize that the service performed by the employees covered by this Agreement are service essential to the public health, safety and welfare. The bargaining unit therefore agrees until the termination of this Agreement, that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in full or in part from the full, faithful and proper performance of the duties of their employment.

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

ARTICLE XXIII  
MANAGEMENT'S RIGHTS

23.1: The bargaining unit recognizes that the Employer is charged with certain powers, rights, authority, duties, and responsibilities by the laws and constitution of the state of Michigan which it must assume and discharge, and which shall not be delegated. Nothing contained herein either expressed or implied shall abridge, abrogate, or usurp such rights or duties of the Employer, except as provided for in this Agreement.

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

23.3: The Employer retains the sole and exclusive right to manage and operate the county sheriff's department in all of its operations and activities not in conflict with the terms of this Agreement. Among the rights of management included only by way of illustration and not by way of limitation is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated, and their location; to direct and control operations as in the past; to establish work rules not contrary to this Agreement; to study and use improved methods and equipment, to manage its affairs efficiently and economically, to determine the quantity and quality of service to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any such service, materials, or methods of operation, to introduce new equipment, methods, machinery, change, or eliminate existing equipment, and institute changes, supplies to be used and purchased, to construct any new facilities or the improvement of existing facilities, to determine the size of the work force and increase or decrease size, to determine the lunch, rest period, clean-up time, starting and quitting time, and the number of hours to be worked, to establish work schedules, to make judgments as to ability and skill, to determine work loads, and in all respects to carry out the ordinary and customary function of management when not in conflict with the terms of this Agreement.

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

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

ARTICLE XXIV  
HEALTH AND SAFETY

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

ARTICLE XXV  
VETERANS

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

ARTICLE XXVI  
CHANGE IN PERSONAL STATUS

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

ARTICLE XXVII  
WORK RULES

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

ARTICLE XXVIII  
SUPPLEMENTAL EMPLOYMENT

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

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

ARTICLE XXIX  
SAVINGS CLAUSE

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

ARTICLE XXX  
WORK DAY AND WORK WEEK

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

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

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

30.4: Effective January 1, 1993, all employees who work on the second and third shift shall receive, in addition to their regular pay for the pay period, thirty (\$.30) cents per hour and forty (\$.40) cents per hour, respectively, additional compensation.

30.5: Part-time employees shall not be allowed to work more than thirty-two (32) hours per week.

ARTICLE XXXI  
SHIFT HOURS

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

ARTICLE XXXII  
EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

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

32.2: Employees who are in some branch of the Armed Forces Reserve or the National Guard, will be paid the difference between

their reserve pay and their regular pay with the department when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

ARTICLE XXXIII  
LEAVES OF ABSENCE WITHOUT PAY

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

- A. Illness leave, physical or mental
- B. Prolonged illness of the immediate family, limited to father, mother, wife, child, step-child, step-father or step-mother.
- C. Standard education courses and training programs that would be work related or a benefit to the Employer.
- D. Maternity leave.
- E. Serving in an appointed position, with the Sheriff's Department or elected or appointed with the Union.

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

ARTICLE XXXIV  
LEAVE FOR UNION CONFERENCES AND CONVENTIONS

34.1: The Employer will grant leaves with pay to the Union members of the bargaining unit for the following functions:

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

ARTICLE XXXV  
UNION BULLETIN BOARDS

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

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

ARTICLE XXXVI  
RATES FOR NEW JOBS

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

ARTICLE XXXVII  
EQUALIZATION OF OVERTIME HOURS

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

37.2: Whenever overtime is required, the full-time person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours. If no full-time employee accepts the overtime it will be offered to part-time employees following the same procedure as used for full-time employees.

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

37.4: An employee shall not be required or allowed to work more than sixteen (16) hours continuously except in the case of an



extreme emergency as determined by the Sheriff. An employee who has worked sixteen (16) continuous hours shall not be called for overtime during the eight (8) hour period immediately following the sixteen (16) hours worked. A notation shall be made on the call-in sheet to indicate the reason employee was not called.

ARTICLE XXXVIII  
WORKER'S COMPENSATION

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

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

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

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

ARTICLE XXXIX  
SICK LEAVE

39.1: Full time employees shall, commencing on April, 1974, be given one (1) day per month of employment thereafter as sick leave. Effective the first full pay period in February 1982, all bargaining unit employees will accrue sick leave credits on the basis of four (4) hours per pay period and each pay period completed thereafter. Such sick leave will accumulate if not used within the year. Upon retirement of any employee, the employee will be paid for one-half (½) of his accumulated sick days at the rate of pay at the time of retirement. Any unused sick days which employees have accumulated prior to April 1, 1974, shall be credited to the employee's account.

39.2: Any law enforcement employee whose employment is terminated, will be paid for one-half ( $\frac{1}{2}$ ) of his accumulated sick days at the rate of pay at the time of termination, provided the employee has five (5) or more years of service with the Employer.

39.3: Clerical employees upon death or retirement, shall receive one-half ( $\frac{1}{2}$ ) of their accumulated sick leave at the rate of pay at the time of death or retirement, to a maximum of seventy-six (76) days.

39.4: If an employee gets sick while on duty, after having worked four (4) hours, he shall be paid for a full day's pay and not lose a sick day.

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

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

ARTICLE XL  
HOLIDAY PROVISIONS

40.1: The paid holidays for law enforcement employees are the nationally observed holidays designated below.

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

40.2: Employees will be paid their current rate for said holidays, plus time and one-half (1-1/2) for all hours worked on any of said holidays.

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

40.4: An employee must work in full, his regularly scheduled straight time workday prior to the holiday and his regularly scheduled straight time workday following the holiday to be eligible for holiday pay, except in the case of authorized absence due to illness covered by sick leave.

40.5: Paid holidays for full time clerical employees are designated to be those holidays provided for all other General Fund employees as established by the Board of Commissioners.

ARTICLE XLI  
VACATION PERIOD

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

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

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

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

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

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

41.7: A full-time employee will become eligible for vacation in accordance with the following schedule:

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

41.8: Vacations shall be selected by the following procedure:

- A. During the period of January 1 through January 31 each year employees shall have the opportunity to select vacations for the year on the basis of seniority.
- B. All vacation requests made after January 31 each year shall be granted on the basis of date of request. First request submitted to get first choice. In the case of two or more requests submitted on the same date, seniority shall prevail and the senior employee will get first choice.

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

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

ARTICLE XLII  
FUNERAL LEAVE

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

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

ARTICLE XLIII  
OVERTIME

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

ARTICLE XLIV  
COURT PAY

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

44.2: Employees called in for court who are not on duty shall be paid for all hours worked, with the minimum of two (2) hours for each appearance so scheduled at time and one-half (1-1/2) overtime rate or the employee may request in writing to the Shift Sergeant accumulative time at the rate of time and one-half (1-1/2) for use in the future as special days off. However, the maximum accumulative time shall not exceed sixteen (16) hours. Special days off shall be subject to five (5) days prior notice to the Sheriff.

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

ARTICLE XLV  
UNIFORMS

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

45.2: The Employer shall provide one (1) set of footwear, either oxford shoes or boots at the officer's option, to each uniformed officer once per year according to the style as determined by the Employer.

ARTICLE XLVI  
HOSPITALIZATION MEDICAL COVERAGE

46.1: The Employer will pay full premium for Blue Cross-Blue Shield Medical Coverage for full-time employee, spouse and dependents as follows:

MVF I with Master Medical Option II, plus riders, D45NM, ML, PPNV, DC, SD, FAE/RC and \$2.00 drug rider.

46.2: Effective with the first paycheck in December 1988 all regular full time employees of the bargaining unit will receive a separate check in the amount of \$400.00 as a dental/optical allowance.

46.3: Full-time employees hired during the calendar year shall receive a pro-rated dental/optical payment. Employees terminating employment shall also receive a pro-rated amount from the date of last payment to their date of termination.

46.4: Effective February 10, 1992, the Employer will pay 80% of the premium for Blue Cross-Blue Shield medical coverage equal to that provided to active employees for full-time employees separating after February 10, 1992 with a normal age and service retirement or duty disability retirement. Such retiree must make application for Medicare upon earliest eligibility. After such time, the Employer's liability shall be limited to providing the Medicare filler for the retiree only. For any period that a retiree is eligible for health insurance coverage through his/her spouse's employment or retirement, the County of Sanilac shall not be obligated to provide Blue Cross-Blue Shield medical coverage.

ARTICLE XLVII  
PERSONAL LEAVE DAYS

47.1: For full-time employees, 24 hours advance notice shall be required for approval for the use of a personal day. Approval will be contingent upon scheduling needs of the department. Emergency and/or unforeseen circumstances will be taken into consideration for granting such requests with less than 24 hours notice, at the discretion of the Sheriff. Such personal days granted shall not be deducted from sick leave credits and will not accumulate from year to year. Three (3) such personal days shall be the maximum per year.

ARTICLE XLVIII  
LIFE INSURANCE

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

48.2: The Employer shall provide a \$10,000.00 term life insurance policy for all clerical employees as long as they are employed by the Sanilac County Sheriff's Department.

ARTICLE XLIX  
WAIVER

49.1: It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, between the parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted.

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

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

ARTICLE L  
GENERAL PROVISIONS

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

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

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

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

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

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

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

50.6: The Employer's obligation under this Agreement to provide insurance benefits to employees ceases upon the employee's retirement, except as otherwise provided in this Agreement.

50.7: Employees shall be allowed one pay advance per year, if a payday falls during his/her vacation. To receive the pay advance, the employee shall make the request two (2) weeks before starting the vacation.

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

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

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



ARTICLE LI  
RETIREMENT

51.1: Effective January 1, 1982, the Employer will provide full contributions to county employee's retirement system for all members of this bargaining unit.

51.2: Effective December 31, 1984, the Employer agrees to increase the current one and three-fourths percent (1-3/4%) to two percent (2%) of final average earnings in accordance with the pension requirements and permit normal retirement at age 55 through 59 with at least 25 years of service, early retirement at 60 through 64 years of age with at least 8 years of service, or at 65 years of age in accordance with current provisions.

51.3: Effective January 1, 1988 all clerical employees pension benefit formula will be two percent (2%) of final average earnings in accordance with pension requirements.

Effective January 1, 1993 the Employer will provide the full contribution to the County employees retirement system for all clerical employees of this bargaining unit.

ARTICLE LII  
LAW ENFORCEMENT COLLEGE CREDITS

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

52.2: Each full-time law enforcement employee who has thirty (30) credit hours or more for college credits earned in Law Enforcement courses, shall receive fifty dollars (\$50.00). Each full-time law enforcement employee who earns college credits in Law Enforcement courses during the term of this Agreement will receive fifty dollars (\$50.00) per credit hour.

ARTICLE LIII  
NEGOTIATIONS

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

ARTICLE LIV  
FALSE ARREST INSURANCE

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

ARTICLE LV  
CALL IN

55.1: The employee called in to work except for court and training sessions, will receive a minimum of four (4) hours pay at time and one-half (1-1/2) rate. Training sessions, department meetings and court appearances shall be paid at a minimum of two (2) hours pay at time and one-half (1-1/2) rate for each appearance.

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

ARTICLE LVI  
AMMUNITION

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

ARTICLE LVII  
DIVERS PAY

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

ARTICLE LVIII  
WAGES

58.1: Effective January 1, 1998 through December 31, 1998, wages will be as follows for all full-time and part-time employees in the following classifications:

	<u>Start</u>	<u>6 Mo</u>	<u>1 Yr</u>	<u>2 Yrs</u>	<u>3 Yrs</u>
Clerk Typist	9.22	9.54	9.90	10.24	10.60
Correctional/ Dispatcher	11.89	12.31	12.84	13.21	
Correctional/ Officer	11.89	12.31	12.84	13.21	
Deputy	12.89	13.68	14.16	14.65	
Detective	14.97	15.32	15.76		
Corrections Corporal	13.13	13.55	13.99	14.46	

Effective January 1, 1999 through December 31, 1999, wages will be as follows for all full-time and part-time employees in the following classifications:

	<u>Start</u>	<u>6 Mo</u>	<u>1 Yr</u>	<u>2 Yrs</u>	<u>3 Yrs</u>
Clerk Typist	9.68	10.02	10.40	10.76	11.13
Correctional/ Dispatcher	12.49	12.93	13.49	13.87	
Correctional/ Officer	12.49	12.93	13.49	13.87	
Deputy	13.53	14.37	14.87	15.38	
Detective	15.72	16.09	16.55		
Corrections Corporal	13.78	14.23	14.69	15.18	

58.2: In the event that an employee is promoted to a higher classification which has a starting rate lower than the employee's current rate, the employee will be placed at the next rate of the class that will provide a rate increase.

ARTICLE LIX  
EQUIPMENT

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

59.2: Each member of this bargaining unit shall receive a supplemental check of one hundred (\$100.00) dollars with their first paycheck in July. This supplement will be paid by separate check and will be used at the member's discretion for purchase of special equipment.

ARTICLE LX  
UNIFORM CLEANING SUPPLEMENT

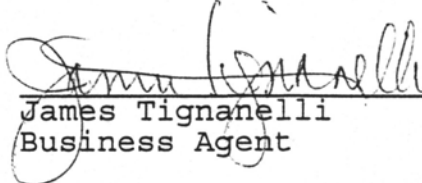
60.1: Each detective and all employees who are required to wear department uniforms shall receive a uniform cleaning supplement of five hundred and fifty (\$550.00) with their first paycheck in December. This supplement will be paid by separate check.

ARTICLE LXI  
EFFECTIVE DATE

61.1: This Agreement shall become effective as of the first day of January, 1998 and shall continue in full force and effect until December 31, 1999, or until a new Agreement has been reached. However, if either party desires to modify, alter, amend or change this Agreement, they may do so by serving written notice on the other party any time after July 1, 1999.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE POLICE OFFICERS  
ASSOCIATION OF MICHIGAN:

  
James Tignanelli  
Business Agent

FOR THE COUNTY OF SANILAC:

\_\_\_\_\_  
John Merriman  
Chairperson, Sanilac County  
Board of Commissioners

\_\_\_\_\_  
Richard Thrall  
Chairperson of Human Services  
Sanilac County Board of  
Commissioners

FOR THE SANILAC COUNTY DEPUTY  
SHERIFFS ASSOCIATION:

\_\_\_\_\_  
Steve Lautner  
President

\_\_\_\_\_  
George Booms  
Chairperson of Finance Committee  
Sanilac County Board of  
Commissioners

\_\_\_\_\_  
James Wagester  
Vice President

  
Virgil Strickler, Sheriff

APPENDIX A

EMPLOYEE PERSONNEL EVALUATION FORM FOR PROMOTION

Work Record - 100 possible points - 30% of overall score.

Scoring on a scale of 1-20

Poor	=	1-2-3-4
Fair	=	5-6-7-8
Average	=	9-10-11-12
Good	=	13-14-15-16
Excellent	=	17-18-19-20

Name of Applicant: \_\_\_\_\_

1. How does the applicant relate to other members of the department? \_\_\_\_\_

2. How well does the applicant present himself/herself to the public? \_\_\_\_\_

3. How does the applicant's appearance reflect on the department? \_\_\_\_\_

4. Does the applicant offer assistance to others? \_\_\_\_\_

5. How well does the applicant function in stressful situations? \_\_\_\_\_

6. Is the applicant willing to make decisions? \_\_\_\_\_

7. Does the applicant show an interest in the department as a whole? \_\_\_\_\_

8. Is the applicant cooperative with others? \_\_\_\_\_

9. Does the applicant treat others fairly? \_\_\_\_\_

10. What is your overall view of this applicant? \_\_\_\_\_

-----  
Evaluation of Personnel for Promotion - Command Personnel Only

1. Does the applicant respect the concept of a command structure? \_\_\_\_\_
2. Does the applicant do his job without continual prompting? \_\_\_\_\_
3. Is the applicant prompt in turning in necessary reports? \_\_\_\_\_
4. Does the applicant follow up on necessary complaints? \_\_\_\_\_
5. Does the applicant report for work promptly? \_\_\_\_\_

-----  
Person conducting the Evaluation: \_\_\_\_\_

My signature below shall show that I have had the opportunity to review this evaluation completely.

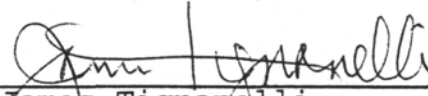
\_\_\_\_\_  
Signature of Applicant Date

LETTER OF AGREEMENT

The parties hereto understand and agree that in the event the Employer determines that services must be reduced which effect members of this bargaining unit, bargaining unit positions will be reduced by layoff rather than partial reduction of the work week or work day hours as permitted in Paragraph 30.1, Article XXX.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE POLICE OFFICERS  
ASSOCIATION OF MICHIGAN:

  
\_\_\_\_\_  
James Tignanelli  
Business Agent

FOR THE COUNTY OF SANILAC:

\_\_\_\_\_  
John Merriman  
Chairperson, Sanilac County  
Board of Commissioners

\_\_\_\_\_  
Richard Thrall  
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Commissioners

FOR THE SANILAC COUNTY DEPUTY  
SHERIFFS ASSOCIATION:

\_\_\_\_\_  
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President

\_\_\_\_\_  
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Sanilac County Board of  
Commissioners

\_\_\_\_\_  
James Wagester  
Vice President

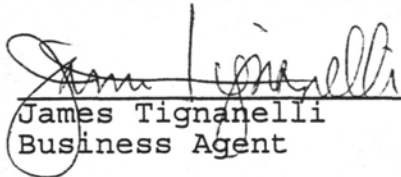
  
\_\_\_\_\_  
Virgil Strickler, Sheriff

LETTER OF AGREEMENT

The parties hereto recognize an issue of concern regarding the number of departmental personnel allowed to take vacations at any given time within the Sheriff's department. The employer and Union representatives will forthwith meet and in good faith work toward a satisfactory resolve.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE POLICE OFFICERS  
ASSOCIATION OF MICHIGAN:

  
James Tignanello  
Business Agent

FOR THE COUNTY OF SANILAC:

\_\_\_\_\_  
John Merriman  
Chairperson, Sanilac County  
Board of Commissioners

\_\_\_\_\_  
Richard Thrall  
Chairperson of Human Services  
Sanilac County Board of  
Commissioners

FOR THE SANILAC COUNTY DEPUTY  
SHERIFFS ASSOCIATION:

\_\_\_\_\_  
Steve Lautner  
President

\_\_\_\_\_  
George Booms  
Chairperson of Finance Committee  
Sanilac County Board of  
Commissioners

\_\_\_\_\_  
James Wagester  
Vice President

  
Virgil Strickler, Sheriff



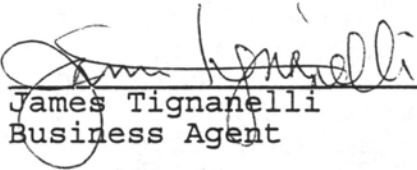
LETTER OF AGREEMENT

The parties hereto recognize an issue of concern regarding the Career Center Coop-students working in a clerical/training capacity within the department and the parties have therefore arrived at the following understanding:

During the term of this Agreement, the Sanilac County Sheriffs Department may continue participation in the Sanilac County Career Center coop-student training program, however, in the event layoff's occur within the department effecting bargaining unit members, said coop-student programs shall be terminated.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE POLICE OFFICERS  
ASSOCIATION OF MICHIGAN:

  
\_\_\_\_\_  
James Tignanelli  
Business Agent

FOR THE COUNTY OF SANILAC:

\_\_\_\_\_  
John Merriman  
Chairperson, Sanilac County  
Board of Commissioners


\_\_\_\_\_  
Richard Thrall  
Chairperson of Human Services  
Sanilac County Board of  
Commissioners

FOR THE SANILAC COUNTY DEPUTY  
SHERIFFS ASSOCIATION:

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Chairperson of Finance Committee  
Sanilac County Board of  
Commissioners

\_\_\_\_\_  
James Wagester  
Vice President

  
\_\_\_\_\_  
Virgil Strickler, Sheriff

LETTER OF AGREEMENT

The parties hereto recognize an issue of concern regarding selection of members of the bargaining unit for assignment to the Sanilac County Drug Task Force. Therefore, the parties have arrived at the following understanding:

1. In the event that the surveillance position within the Drug Task Force Unit becomes vacant and the position is to be continued primarily as surveillance, selection for replacement shall be from interested full-time employees within the POAM bargaining unit, on the basis of requirements of the position. In the event that only one POAM unit member indicates an interest in being considered and the Task Force Board feels that the applicant is not suitable for selection, no further consideration will be giving to bargaining unit members.
2. In the event that permanent layoff's occur effecting law enforcement officers within the bargaining unit during the life of the millage supported Task Force operation, and the layoff's continue for more than thirty (30) days, the surveillance position, if occupied by a non-bargaining unit employee, will be vacated and offered to interested individuals within the bargaining unit subject to qualifications of the position. In the event that layoff's occur that are to be temporary in nature (less than thirty days) this requirement will not apply.
3. Individuals working in positions within the Task Force who are not selected from Sanilac County Sheriff Department personnel will not accrue seniority or have any vesting of rights or benefits with the County.
4. The bargaining unit will be kept informed as to wages and benefits applicable to individuals employed within the Task Force including undercover officers and/or agents and any future increases in wages and benefits.
5. Full-time members of the bargaining unit who are selected for assignment to Task Force activities may have overtime hours compensated on the basis of compensatory time at overtime rates. In the event an officer so assigned subsequently returns to the bargaining unit, all compensatory time shall be paid to the officer from the Task Force budget prior to reassignment.

LETTER OF UNDERSTANDING

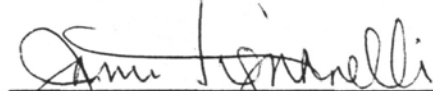
The employer agrees not to hire or retain any part-time employee unless the minimum full-time staffing by classification listed below is maintained

Deputies - ten (10)  
Correctional Officers - eleven (11)  
Dispatchers - five (5)  
Record Clerks - two (2)  
Detective - one (1)

The parties agree that part-time employees shall not exceed twenty-five percent (25%) of the total number of full-time employees in any classification.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE POLICE OFFICERS  
ASSOCIATION OF MICHIGAN:

  
\_\_\_\_\_  
James Tignanelli  
Business Agent

FOR THE COUNTY OF SANILAC:

\_\_\_\_\_  
John Merriman  
Chairperson, Sanilac County  
Board of Commissioners

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Richard Thrall  
Chairperson of Human Services  
Sanilac County Board of  
Commissioners

FOR THE SANILAC COUNTY DEPUTY  
SHERIFFS ASSOCIATION:

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Steve Lautner  
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James Wagester  
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Virgil Strickler, Sheriff

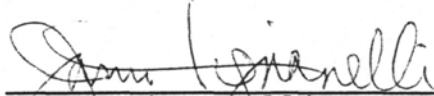
LETTER OF UNDERSTANDING

Both parties understand and agree to the following:

1. That each member of the bargaining unit will receive a one-time cash stipend of one hundred fifty dollars (\$150.00) payable as soon as practicable upon execution of the 1994 collective bargaining agreement.
2. That no later than August 15, 1994 both parties will meet to exchange proposals and commence further negotiations pertaining to the following:
  - A. Phasing in of a reduction of vacation carryover over the next two-year period.
  - B. Adoption of a drug testing policy by January 1, 1995.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE POLICE OFFICERS  
ASSOCIATION OF MICHIGAN:

  
\_\_\_\_\_  
James Tignanelli  
Business Agent

FOR THE COUNTY OF SANILAC:

\_\_\_\_\_  
John Merriman  
Chairperson, Sanilac County  
Board of Commissioners

FOR THE SANILAC COUNTY DEPUTY  
SHERIFFS ASSOCIATION:

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Steve Lautner  
President

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Chairperson of Human Services  
Sanilac County Board of  
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Sanilac County Board of  
Commissioners

  
\_\_\_\_\_  
Virgil Strickler, Sheriff

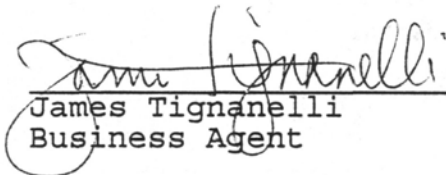
LETTER OF UNDERSTANDING

The parties hereby agree to reopen Article XXXIX, Sick Leave, Article XLVI, Hospitalization Medical Coverage, Article LI, Retirement, Article LVIII, Wages, Article LIX, Equipment, and Article LX, Uniform Cleaning Supplement, for the 1996 and 1997 contract years, commence negotiations regarding these articles for those contract years in January of 1996.

The parties agree to establish a drug/alcohol policy to be adopted by the Sheriff's Department. The parties will set a special conference date at a mutually agreeable time to commence negotiations toward the adoption of such a program.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE POLICE OFFICERS  
ASSOCIATION OF MICHIGAN:

  
\_\_\_\_\_  
James Tignanelli  
Business Agent

FOR THE COUNTY OF SANILAC:

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John Merriman  
Chairperson, Sanilac County  
Board of Commissioners

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FOR THE SANILAC COUNTY DEPUTY  
SHERIFFS ASSOCIATION:

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George Booms  
Chairperson of Finance Committee  
Sanilac County Board of  
Commissioners

\_\_\_\_\_  
James Wagester  
Vice President

  
\_\_\_\_\_  
Virgil Strickler, Sheriff

APR I 1998

**TENTATIVE FINAL AGREEMENT  
MERC CASE NO. D96 H-2083**

**POAM/SANILAC COUNTY DEPUTY SHERIFFS ASSOCIATION  
-AND-  
SANILAC COUNTY**

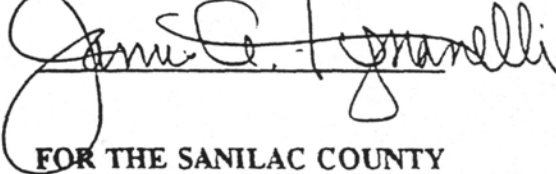
Subject to approval by the full Board of Commissioners of Sanilac County and ratification by the bargaining unit, the parties tentatively agree as follows:

1. The term of the Collective Bargaining Agreement commences January 1, 1996 and terminates December 31, 1999
2. Amend Article LVIII - Wages:
  - 1996 - 4% across the board increase
  - 1997 - 4% across the board increase
  - 1998 - 5% across the board increase
  - 1999 - 5% across the board increase

The 1996 and 1997 increases shall be retroactive to January 1, 1996 and January 1, 1997, respectively. The 1998 increase shall be retroactive to January 1, 1998.

3. All other provision of the 1995-1997 Collective Bargaining Agreement shall remain status quo through December 31, 1999.
4. The employer agrees that it shall amend any benefit provisions of the Collective Bargaining Agreement to be identical to those which may be negotiated with the COAM/Sanilac County Command Officers Association, or which may be awarded in MERC Case No. D93 K-1509. The Union agrees that if Sanilac County and the COAM agree to a term of five years, the identical wages for the fifth year shall also be agreed to by the POAM.

FOR THE POAM:



FOR THE SANILAC COUNTY  
DEPUTY SHERIFFS ASSOCIATION:

FOR THE COUNTY OF SANILAC:

