

12/31/99

4269

Antrim County

AGREEMENT  
BETWEEN  
COUNTY OF ANTRIM  
AND  
SHERIFF OF ANTRIM COUNTY  
AND  
POLICE OFFICERS ASSOCIATION OF MICHIGAN  
REPRESENTING THE CORRECTIONS UNIT

Effective January 1, 1997 through December 31, 1999

AGREEMENT

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by and between the County of Antrim and the Sheriff of Antrim County, hereinafter referred to as the "Employer" and the Police Officers Association of Michigan, hereinafter referred to as the "Union".

PREAMBLE

This Agreement entered into by the Board of Commissioners and the Sheriff for the County of Antrim, hereinafter referred to as the Employer, and Police Officers Association of Michigan, hereinafter referred to as the Union, has as its sole purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work, and other conditions of that employment.

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.

It is the general purpose of this Agreement to promote the mutual interests of the Employer and its employees and to provide for the operation of the services provided by the Employer under methods which will further, to the fullest extent possible, the safety of the employees, economy, and efficiency of operation. elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, and avoidance of interruptions of service. The parties to this Agreement will cooperate fully to secure the advancement and achievements of these purposes.

ARTICLE I  
RECOGNITION

1.1: Collective Bargaining Unit. The Employer hereby agrees to recognize the Union as the exclusive bargaining representative, as defined in Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, for all of the employees employed by the Employer in the following described unit:

All permanent, regular, full time employees in the Sheriff's Department of Antrim County classified and occupying the positions of food server manager, clerk/typist, office manager and corrections officer, but excluding the Sheriff, Undersheriff, deputy, sergeants, telecommunicator, part-time employees, seasonal and casual employees, and temporary employees.

1.2: Part-Time Employees. The Employer reserves the right to utilize part-time employees. The Employer agrees, however, that utilization of part-time employees shall be as has been the established past practice.

1.3: State or Federal Funded Employees. Those employees whose employment with the Employer is funded wholly or partially by temporary State or Federal funded programs may be terminated upon the cessation of such State or Federal funding without regard and without recourse to this Agreement. This section shall not apply to any employee, except as referenced above, who is a regular employee covered by the terms of this Agreement at the time the Employer accepts a State or Federal grant.

ARTICLE II  
UNION SECURITY

2.1: Agency Shop. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee regarding such matters.

- A. Membership in the union is separate, apart and distinct from the assumption by one of his or her equal obligation to the extent that he or she received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his or her own way and assume his or her fair share of the obligation along with the grant of equal benefit contained in this Agreement.
- B. In accordance with the policy set forth under subsection A above, all employees in the bargaining unit shall share fairly in the financial support of their exclusive bargaining representative by paying to the exclusive bargaining representative a service fee which may be equivalent to the amount of dues uniformly required of members of the exclusive bargaining representative. For present regular employees, such payment shall commence

thirty-one (31) days following the effective date of this Agreement. For new employees the payment shall start thirty-one (31) days following date of employment.

2.2: Checkoff. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee, all dues and fees of the Police Officers Association of Michigan, provided, however, that the Union presents to the Employer, authorizations signed by such employees, allowing such deduction and payments to the POAM. This may be done through the Treasurer of the Union.

- A. Amount in fees and dues will be certified to the Employer by the Secretary-Treasurer of the Union.
- B. Monthly agency fees and/or dues will be deducted by the Employer and transmitted to the Union under the same circumstances as prescribed above for the deduction and transmission of Union dues and fees.
- C. The Union shall indemnify and save the Employer harmless from any and all claims, demand, suits or any other action arising out of these provisions or from complying with any request for termination under the provisions of this section.

ARTICLE III  
REPRESENTATION

3.1: Officers of the Union.

- A. The Employer recognizes the right of the Local Union membership to elect one (1) President and one (1) alternate from the Employer's seniority list. The authority of the President and alternate so elected by the Local Union shall be limited to, and shall not exceed, the following duties and activities:
  - 1. The investigation and presentation of grievances with his or her Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement during working hours without the loss of pay.
  - 2. The collection of dues when authorized by appropriate Local Union action.

3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:

A. Have been reduced to writing; or,

B. If not reduced to writing, are of routine nature and do not involve work stoppage, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

B. The President and alternate have no authority to take strike action or any other interfering with or interrupting the Employer's business. The Employer recognizes these limitations upon the authority of the President and his or her alternate and shall not hold the Union liable for any acts unless they are authorized by the Union. The Employer shall have the authority to discipline including discharge, a President who violates his or her authority in causing a strike, slow-down, work stoppage or other action of interference or actions which interrupt the Employer's business.

3.2: Lost Time. The Employer agrees to compensate the President or designee for all reasonable time lost from his or her regular work while the President or designee is processing a grievance in accordance with the grievance procedure. The Union agrees that if the President or designee is on duty at a place other than the offices of the Sheriff's Department, the President shall complete his or her assigned task before he or she begins to process a grievance. The President must first report to his or her immediate supervisor before he or she begins to process a grievance and must report back to his or her immediate supervisor when he or she has completed his or her investigation.

ARTICLE IV  
RESERVATION OF RIGHTS

4.1: Rights of the Employer. It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the Employer's operations. These rights vested in the Employer include, but are not limited to those provided by statute or law along with the right to direct, hire, promote, transfer, assign and retain employees in positions within the County consistent with the employee's ability to perform the assigned work to suspend, demote or discharge for just cause. It is also agreed that the employer



has the right to determine the method and means of work and the number of personnel by which the business of the Employer shall be conducted and to take whatever action is necessary to carry out his or her duties and obligations of the Employer to the taxpayers thereof. The Employer shall also have the power to make rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement.

ARTICLE V  
GRIEVANCE AND ARBITRATION PROCEDURES

5.1: Definition of Grievance. A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement.

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

Step 1. An employee with a complaint shall discuss the matter with the Undersheriff within five (5) days from the date of the incident which gave rise to the grievance. If requested by the employee, he or she may have his or her President or designee present. All settlements are subject to the approval of the Sheriff before they become final.

Step 2. If the grievance is not satisfactorily resolved, it shall be reduced to writing, setting forth the facts, the specific provision or provisions of the Agreement alleged to have been violated and the relief requested, signed by the aggrieved employee and the President, and, within five (5) days following the verbal discussion, presented to the Sheriff. The Sheriff, President or designee and the grievant, if requested by the President, shall discuss the grievance in an attempt to resolve the grievance. The Sheriff shall place his or her answer on the grievance form and return it to the President within five (5) days following the meeting.

5.3: Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time limits procedure is not followed by the Union the grievance shall be considered settled in accordance with the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration unless requested by the Union. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

5.4: Time Computation. Saturday, Sunday, and holidays recognized by this Agreement shall not be counted under the time procedures established in this Agreement.

5.5: Grievance Form. The Union shall furnish a grievance form. This form shall be used in filing a grievance. One (1) copy of the form shall be the property of the employee filing the grievance.

5.6: Arbitration Request. In the event a grievance has not been satisfactorily resolved in Step 2 of the Grievance Procedure, the Union may submit the grievance to arbitration by giving written notice to the Sheriff within thirty (30) days following receipt of the Sheriff's Step 2 answer. If arbitration is not sought within the thirty (30) day period specified in this section, the matter shall be considered settled on the basis of the Employer's last disposition.

5.7: Selection of Arbitrator. A grievance, upon proper notification as provided in this Agreement, may be submitted to one (1) arbitrator chosen by mutual agreement of the parties. If mutual agreement cannot be obtained, the arbitrator will be selected from a panel obtained from the Federal Mediation and Conciliation Service. The compensation and expenses of the arbitrator shall be shared equally by the Employer and the Union. The employee involved, or if a group grievance, one (1) representative from the group may be in attendance without loss of pay. Witnesses shall be compensated for lost time by the party calling the witness.

5.8: Arbitrator's Powers. The arbitrator shall be limited to the application and interpretation of this Agreement as written and shall have no power to add to, subtract from, or modify this Agreement in any respect, nor shall he or she have authority to rule upon the exercises of the Employer's rights not specifically abrogated by specific provisions of this Agreement. No decisions in any one case shall require retroactivity wage adjustment in any other case.

5.9: Discipline Record Use Of. In imposing discipline on a current charge, the Employer will not consider any prior disciplinary action which occurred more than 24 months previously unless directly related to the current charge.

ARTICLE VI  
PROHIBITION

6.1: No Strike-No Lockout. It is the intent of the parties to this agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing

this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in work stoppage, slow-down or strike against the Employer. The Employer agrees that during the same period there will be no lockout. Any individual employee or group of employees who violates or disregards the prohibition of this section may be summarily discharged by the Employer without liability on the part of the County Board of Commissioners or Sheriff or Union.

ARTICLE VII  
SENIORITY

7.1: Definition of Seniority. Seniority shall be defined as the length of the employee's full-time continuous service with the Sheriff's Department commencing from his or her last date of hire. Classification seniority shall mean the length of continuous service in a classification commencing from the date of the employee's entry into the classification. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames.

7.2: Probationary Employees. All new full time bargaining unit employees shall be considered probationary employees for a period of twelve (12) months, provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to schooling or personal reasons if such period of absence is greater than fourteen (14) consecutive days. Upon completion of the probationary period, an employee shall be placed on the seniority list and shall have seniority dating from his or her last date of hire. The Union shall represent probationary employees for the purposes of collective bargaining; however, probationary employees may be laid off or terminated by the Employer at any time without regard and recourse to this Agreement.

7.3: Seniority List. The seniority list on the date of this Agreement shall show the names, classifications and ranks of all employees in the bargaining unit. The Employer will keep the seniority list up-to-date from time to time and will furnish to the Union an up-to-date list at least every six (6) months.

7.4: Loss of Seniority. An employee's seniority with the Employer shall terminate for the following reasons:

- A. He or she quits or retires.
- B. He or she is discharged or terminated and the action is not reversed through the grievance procedure.



- C. He or she is absent for three (3) consecutively scheduled working days without properly notifying the Employer or supplying a justifiable reason for such absence. This section is not to be construed in limiting the Sheriff's right to issue discipline for any unjustified absence.
- D. He or she fails to return to work upon recall or at the specified date at the termination of any leave of absence or vacation unless otherwise excused.
- E. He or she has been on layoff status for a period of two (2) years or the length of his or her seniority at the time the layoff commenced, whichever is less.
- F. He or she makes an intentional and material false statement on his or her employment application, on an application for a leave of absence, or any official police report.

7.5: Super Seniority. For purposes of layoff and recall only, the President shall head the seniority list, provided however, that such officer must have the necessary skill and experience to perform the required work. The Sheriff agrees that this section shall not be applied in an arbitrary manner.

7.6: Layoff. A reduction in the work force shall be accomplished in the following manner:

- A. The first employees to be laid off shall be part-time, seasonal, temporary, and probationary employees within the classification affected by the layoff.
- B. Thereafter, the first employee to be laid off shall be the employee with the least classification seniority in the particular classification affected by the layoff, provide, however, that the remaining senior employees or employees must have the ability to perform efficiently the remaining required work. Further layoffs from the classification affected by the layoff shall be accomplished by the following inverse order of classification seniority, provided, however, that the remaining senior employee or employees must have the ability to perform efficiently the remaining work.
- C. The employer agrees to provide at least ten (10) days notice of any reduction in the work force.

D. Return to Bargaining Unit. Employees who return or are returned to the bargaining unit by the Employer shall have day one (1) seniority for purposes of layoff and recall and for benefits predicated on bargaining unit or classification seniority. Employees may return during an original probationary period without loss of seniority.

7.7: Recall. Employees who have been laid off shall be given two (2) weeks notice of recall to work, mailed to them at their last known addresses by registered or certified mail. In the event employees fail to make themselves available for work at the end of the two (2) weeks, they shall lose all seniority rights under this Agreement. Employees who are laid off or who requested demotion in lieu of layoff, shall be recalled to their former classification in the order of their seniority when the work force is to be increased.

7.8: Job Openings. The Employer agrees to post any vacancies or new positions in the bargaining unit. Such posting shall be made, whenever possible, fifteen (15) days in advance. Bargaining unit employees may request consideration for such open position by notifying the Sheriff in writing of their intent. Such employees will be considered along with outside applicants for the position. In the event the employee is off sick or on vacation, the Employer will notify by mail.

7.9: Temporary Transfers. An employee who is temporarily assigned to a higher paying classification or rank to fill in due to vacations or leaves of absences shall receive the higher rate of pay for such period of temporary assignment. In making the assignment, the Employer will consider seniority, the needs of the Department, and the ability and experience of the employees involved. Such assignments shall not be made in an arbitrary and capricious manner.

#### ARTICLE VIII PROMOTION PROCEDURE

8.1: Purpose of Procedure. The purpose of this procedure is to establish a promotion system for personnel of the Antrim County Sheriff's Department as directed and approved by the Sheriff. The Sheriff shall determine the duties of all positions subject to this procedure. The Employer, in its sole discretion, shall determine whether a vacancy does or does not exist. The promotion procedure shall be to a position above the rank of certified corrections officer within their respective division. This procedure shall not apply to job advancements or transfers between divisions.

8.2: Closed Program. Promotion means to advance from a position to a higher position within a division. This program

involves the upward movement of personnel from within the division. Each promoted employee must be a current member of that division and must meet all the eligibility rules of this Promotion Procedure.

8.3: Program Weight. Scores shall be based upon the written examination and promotion interview board. The weights assigned shall be as follows:

- A. Written examination seventy (70) points (an applicant must receive a minimum score of 70% in order to be eligible to take an oral interview).
- B. Oral interview twenty (20) points
- C. Bonus points of one (1) per year, maximum of (10), for each year of service.

To qualify for a promotion, all applicants must receive a minimum score of fifty (50) points.

8.4: Promotion Interview Board. The Promotion Interview Board shall consist of three (3) members who shall be certified correction officers from outside the Department and the County, and whose rank is the same or is higher than the position being filled. The manner of selection of the members of the Promotion Interview Board shall be at the discretion of the Sheriff.

Results of the written examination shall not be made available to the Promotion Interview Board.

8.5: Roster. For each classified position, a roster of the top three (3) candidates for selection will prevail. Initially, this means that the scores will be in consecutive order with the Sheriff promoting from among the top three (3) scores. When a promotion occurs the candidate with the next highest score will be added to the roster. The roster shall remain in effect for eighteen (18) months.

8.6: Probation. Commencing the first full pay period following promotion, the promoted employee shall be paid at the step in the pay range for the new classification that reflects an increase from his or her present rate. Employees who are promoted shall be on probation for a period of six (6) months immediately following promotion. During such probationary period, the sheriff may demote the employee to his or her former classification or the employee may on his or her own volition, request, in writing, to be relieved of his or her new classification and be returned to his or her former classification. If an employee returns to his or her former classification at his or her own request, his or her name shall be removed from the promotion roster until the next written examination is given. If there is a demotion for any reason, the

Sheriff will promote from among the names on the roster as defined in section 8.5.

8.7: Notification - Posting. Examination notices for all competitive promotion classifications shall be posted on the bulletin board throughout the Department for a minimum of thirty (30) days prior to the examination date. Subjects to be covered in the written examination shall be posted thirty (30) days prior to the examination date. Employees eligible to compete shall submit their letters of intent to participate to the Sheriff no later than fifteen (15) days prior to the examination date.

8.8: Eligibility for Promotion.

- A. Sergeant (shift supervisor): Open to certified corrections with two (2) years continuous employment service in the Department and total of four (4) years experience as a certified corrections officer.
- B. In the event there is to be a promotion to a position other than sergeant (shift supervisor), the parties will meet and decide on the eligibility requirements for applicants.

8.9: Written Examination. The written examination shall be a valid standardized test for corrections officers obtained from a recognized institute or organization.

8.10: Examination Procedure. Any employee has the right to examine the results of his or her own examination. The documents are confidential and they cannot be removed from the files. However, the contents of promotional documents will be made known only to the Sheriff and his or her designated representatives, and the employee himself and his or her designated representative.

8.11: Outside Appointment. The Sheriff may fill a promotion, subject to this procedure, from outside the bargaining unit if no employee has attained a passing score for the examination or the promotion is unable to be filled because employees subject to this procedure have failed to take the examination or declined advancement.

ARTICLE IX  
HOURS OF WORK AND OVERTIME

9.1: Work Schedule. The Employer shall establish the work schedule and shall post the schedule by the fifteenth (15th) of each preceding month. Any employee requesting leave days during the term of such schedule must submit his or her request at least ten (10) days prior to the date of posting such schedule. Any



request for leave days after this time will not be granted unless specifically authorized by the Sheriff. The Sheriff reserves the right to modify such schedule where departmental operations warrant such change. In the event that the Sheriff determines that a major change in the schedule now in effect is warranted, such change may be the subject of a special conference with the Union.

9.2: Tour of Duty. The normal tour of duty shall consist of eighty (80) hours in a fourteen (14) day period. This, however, shall not be construed as a guarantee. No employee shall be required to work more than eight (8) consecutive days without the consent of the employee involved at the time of scheduling.

9.3: Staffing. The Employer agrees to make every effort to maintain two (2) corrections officers on duty on all shifts.

9.4: Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime other than of an emergency nature must be authorized by the Sheriff or his or her designee. Time and one-half ( $1\frac{1}{2}$ ) the employee's regular rate shall be paid for all hours actually worked in excess of eight (8) hours in a workday and/or eighty (80) hours in a tour of duty. There shall be no pyramiding or duplication of overtime premium pay.

9.5: Call-In Pay. An employee called in to work or to attend a mandatory meeting on his/her off duty time shall be paid a minimum of three (3) hours pay at the rate of time and one-half ( $1\frac{1}{2}$ ) his or her regular rate of pay, except for call-ins or meetings which occur one (1) hour or less prior to his or her regularly scheduled shift. In such cases, the employee shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) for all hours actually worked or in attendance at the meeting.

9.6: Lunch and Rest Periods. Each employee shall be granted a thirty (30) minute per break per eight (8) hours of duty. Each employee shall be granted two (2) fifteen minute coffee breaks during each day of duty. An employee required to work more than two (2) hours overtime shall be granted an additional coffee break. An employee who is required to remain on duty in excess of twelve (12) hours shall be granted an additional thirty (30) minute meal period.

9.7: Trading of Shift. Employees within the same classification may trade shifts provided they first obtain permission of the Sheriff or his or her designee. An employee working on a voluntarily traded shift shall not be entitled to overtime premium for working the normally scheduled hours on that shift.



9.8: Training. Mandatory or authorized training which occurs during an employee's off duty hours shall be considered as hours worked for purposes of overtime compensation under section 9.2.

9.9: Overtime Rotation. The Sheriff or his or her designee will be the determining authority on the necessity of overtime. The shift commander shall be responsible for calling the necessary personnel and the Employer shall maintain a current list of employees by seniority for purposes of call in assignments.

Overtime assignments shall be made among employees in the bargaining unit by the classification needed to perform the assignment on a rotational system. The initial rotation shall be by seniority the shift commander will call the most senior employee in the classification needed. Subsequent call-ins for overtime shall start with the most senior employee with less seniority than the employee who reported in for the previous overtime assignment.

Mandatory overtime will be directed to the least senior employee contacted in the classification affected.

If there is a refusal to accept overtime assignments, a notation shall be made next to the refusing employee's name indicating the hours refused.

No employee shall be subject to overtime assignments if off on vacation, personal leave or leave of absence of personal nature. No employee shall be required or permitted to work in excess of sixteen (16) hours in a twenty-four (24) hour period inclusive of overtime except in emergencies.

Rotation of overtime as contained herein shall not include court required functions. These exclusions are not to be used for computation or equalization of overtime assignments.

#### ARTICLE X LEAVES OF ABSENCE

10.1: Personal Leave. Any employee desiring a personal leave of absence without pay from his or her employment shall first secure written permission from the Sheriff. The maximum leave of absence shall not exceed thirty (30) days and may be extended for like periods, provided the Sheriff has granted an extension of the leave prior to the expiration of the original leave.

If a personal leave of absence exceeds thirty (30) days, then such leave shall be without accumulation of any vacation, sick leave, step increases within established salary range, or any other benefits under this Agreement which are conditioned on service. During a personal leave of absence in excess of thirty (30) days, the employee shall be responsible for his or her insurance premiums

and failure to provide the insurance premiums shall result in discontinuance of the employee's coverage.

A personal leave of absence shall not be given for the purpose of engaging in other employment. An employee who engages in other employment during a leave of absence without having received written permission in advance from the Sheriff shall be subject to disciplinary action, up to and including discharge, and such action shall not be subject to the grievance and arbitration procedures established in this Agreement.

10.2: Military Leave. A regular, full-time employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserves shall receive a leave of absence for the period of such duty, and seniority shall continue. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statute and shall be entitled to any other benefits set forth in this Agreement, provided that he or she satisfies the eligibility requirements established in this Agreement.

10.3: Maternity Leave. Maternity leave shall be treated the same as any other personal leave.

10.4: Labor Convention. Subject to the prior approval of the Employer, time off without pay shall be granted without discrimination or loss of seniority rights to one (1) employee designated by the Union to attend a labor convention, provided, however, one (1) week written notice is given to the Employer by the Union, specifying the purpose of the time off and the length of time off desired.

10.5: Paid Personal Leave. All full-time non-probationary employees covered by this Agreement shall be credited with eight (8) paid personal leave days on January 1 of each year. Probationary employees will not be eligible for paid personal leave benefits until they have completed six (6) months of service. Upon completion of six (6) months of service an employee will be credited with a pro-rata amount of personal leave days equal to eight (8) times his or her months of employment prior to January 1 divided by twelve (12). Employees whose first six (6) months of employment overlap January 1 of any year will be credited with eight (8) personal leave days after completion of six (6) months of service. Personal leave shall be available for use by employees in the bargaining unit for the following purposes, as well as general personal use:

- A. Acute personal illness or incapacity over which the employee has no reasonable control.
- B. Absence from work because of exposure to contagious disease which, according to public health

standards, would constitute a danger to the health of others by the employee's attendance at work.

- C. Personal leave for medical or dental extractions or treatment shall be taken in not less than one-half (1/2) day increments.
- D. Personal leave will be authorized when an employee is taken ill on the job.
- E. In the first full pay period in January of each year, an employee will be paid for all unused personal leave days for the prior year at his or her regular rate as of December 31 of such year. The provisions of this subsection shall not apply to an employee who has not completed six (6) months of service by January 1.
- F. There shall be no pyramiding of paid personal leave and sickness and accident insurance benefits.

10.6: Conditions for Personal Leave. Paid personal leave shall be subject to the following conditions:

- A. Generally 72-hour notice shall be given for use of paid personal leave, however, less than 72-hour notice may be given in the case of sickness and emergencies or other extenuating circumstances. The Employer may require documentation of emergency or illness.
- B. Personal leave may not be granted in anticipation of future service. Recognized holidays falling within a period of personal leave shall not be counted as personal days.
- C. Personal leave shall be allowed in cases of sickness or injury occurring during the vacation period, provided a doctor's statement is furnished as to his or her sickness or injury.
- D. For the loss of time on account of injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full workweek, five (5) days, after the accident without drawing on his or her personal leave credits, for any one (1) injury, but shall not be allowed in reoccurrence of previous injury.
  - 1. For loss of time on account of injury incurred in the line of duty as the result of a battery, regular employees shall receive full

pay for up to two (2) full workweeks (10 work days) after the date of disability not deducted from paid personal days or vacation days. No payment will be allowed in the event of a reoccurrence of a previous injury. In the event the employee receives Workers' Compensation for such period, the employee shall assign the Employer such Workers' Compensation payments.

2. The employee will remain on Workers' Compensation until its benefits are exhausted. Employees, if requested, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he or she is physically able to do work available before his or her return to active work.

10.7: Extended Personal Leave. Extended personal leave without pay for a fixed period of time shall be granted automatically upon application from non-probationary employees for illness or injury, subject to the Employer's right to require proof of disability or injury. Extensions of leave may be granted by the Employer, provided, however, the obligation is on the employee to report any change of conditions or request a continuation of leave.

10.8: Medical Certificates and Examinations. Employees requesting personal leave for sickness or injury or a continuation of leave may be required to present a certificate of a physician showing the nature of such sickness or injury and the anticipated time off the job. In situations where an employee's physical or mental condition reasonably raises a question as to the employee's capabilities to perform his or her job, the Employer may require a medical examination at its expense and, if cause is found, require the employee to take or remain on leave of absence. The Employer may require as a condition of any sick leave, regardless of duration, a medical certificate setting forth the reasons for the leave when there is reason to believe the health or safety of personnel may be affected.

10.9: Funeral Leave. A full-time employee shall be granted up to three (3) consecutive calendar days leave (one of which shall be the day of the funeral) to attend the funeral when death occurs in the employee's immediate family. This is in addition to vacation and sick leave time. An employee who loses work from his or her regularly scheduled hours shall receive his or her regular rate for such straight time lost. If the funeral is out of state, the employee will be allowed five (5) consecutive days leave to attend the funeral. This is in addition to vacation and personal leave time. Immediate family means father, mother, sister, brother, child, wife or husband, mother-in-law, father-in-law, stepparents,



stepchild, brother-in-law, sister-in-law or dependent living at home.

10:10: Family and Medical Leave. The Employer agrees to comply with the Family Medical Leave Act of 1993 (FMLA). The Employer shall require the employee to use all however, the employee may elect to save up to ten (10) vacation days.

ARTICLE XI  
HOLIDAYS

11.1: Recognized Holidays. All regular full-time probationary and regular full-time employees will be eligible to receive holiday pay under the following regulations. Employees will be paid their current rate based on an eight (8) hour day for said holidays:

New Year's Day	Christmas Day
Memorial Day	Fourth of July
Labor Day	Thanksgiving Day
Veterans' Day	Good Friday
Christmas Eve Day	New Year's Eve Day
Third Monday in February (Presidents Day)	
Employee's Birthday	

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

- A. An employee who agrees to work on a holiday but fails to report for work shall not be entitled to holiday pay, unless on a paid leave of absence;
- B. The employee must work on the Employer's last scheduled day before and the first scheduled day after the holiday unless on a paid leave of absence;
- C. The employee must not be on an unpaid leave of absence, layoff, or disciplinary suspension.

11.3: Holiday Work. Employees who work on a holiday shall receive one and one-half (1-1/2) times their straight time regular rate of pay for all hours actually worked on the holiday, plus holiday pay.

11.4: Holidays During Vacations. Holidays recognized by Section 11.1 of this Agreement that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or the employee can make arrangements for a personal leave day at a later date.



11.5: Elections. Employees scheduled to work on any National or State Election days will be given one (1) hour off for the purpose of voting without loss of any pay upon presentation of proof of eligibility to vote and notice of their desire to vote given their immediate supervisor at least one (1) day in advance, provided the employee is required to work the full time during which said polls are open. Time taken shall be either the first or last hour of the workday when polls are open.

ARTICLE XII  
VACATIONS

12.1: Vacation Benefits. All regular full-time employees shall be entitled to vacation time with pay in accordance with the following schedule and under the conditions established herein:

Employees who have completed one (1) full year of service shall receive twelve (12) days;

Employees who have completed five (5) full years of service shall receive fifteen (15) days;

Employees who have completed ten (10) full years of service shall receive eighteen (18) days;

Employees who have completed fifteen (15) full years of service shall receive twenty (20) days;

A. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

B. Vacation days can be accumulated only in the amount not to exceed thirty (30) days at the end of each calendar year. However, employees shall be permitted a minimum of five (5) days vacation credit at a time, provided the Employer has been so notified of such intention at the beginning of the day prior to such vacation day, and further provided that such time is authorized by the Sheriff or his or her designee.

C. In cases of retirement, resignation, discharge, or death of an employee, the employee or his or her estate will be paid for all vacation days which have accumulated to his or her credit.

D. Vacation Scheduling. Vacation schedules will be worked out as far in advance as possible. Vacation selection shall be by department seniority (date of

hire). Employees shall pick vacations in the month of December for the period covering January through June. Employees shall pick vacations in the month of June for the period covering July through December. Employees wishing additional vacation time after the December and June selection period shall be granted time off on a first come, first serve basis.

- E. Employees absent for more than one (1) month for other than on-the-job disability will earn a vacation for the first month only and his or her vacation then will be figured on a prorata basis upon his or her return to work.
- F. Employees shall request vacation in blocks of no less than five (5) working days, provided, however, the Sheriff may authorize vacation leaves of less than five (5) working days if such time off does not unreasonably interfere with the efficient operation of the Department. The Sheriff's judgment in this regard shall not be arbitrary or capricious.

ARTICLE XIII  
RETIREMENT

13.1: Pension. The Employer will become a member of the Michigan Municipal Retirement System and all regular full-time employees attaining six (6) months service will become members of this retirement plan. Provision is made for a full-time employee to have his or her service time computed from the day of continuous employment. The Employer will notify each new employee attaining six (6) months of service of this provision. The Employer shall pay the full cost, inclusive of the employee's share, of this pension plan. Effective December 31, 1996, the pension was upgraded for all years of service to MERS Plan Level B-3 inclusive of the F55/20 waiver. The Employer shall continue to pay the full cost, inclusive of the employee's share. During life of this contract employees may purchase pension benefit B-4 as a group. Full cost of the improvement shall be borne by the employees.

ARTICLE XIV  
INSURANCE

14.1: Life Insurance. During the life of this Agreement, the Employer agrees to provide term life insurance in the amount of Fifteen Thousand Dollars (\$15,000.00) with an additional \$15,000.00 for AD&D for all regular full-time employees.

14.2: Hospitalization Insurance. The Employer shall provide for all regular full-time employees and their dependents up to the age of 19 years, a Blue Cross-Blue Shield MVF-1, Ward, group hospital and medical insurance coverage with Master Medical and prescription riders. The effective date of coverage for new regular full-time employees shall be in accordance with Blue Cross-Blue Shield provisions.

Effective January 1, 1994, the hospitalization plan may be amended to include the following:

1. Prescription Rider - \$5.00 co-pay
2. Master Medical Deductibles - \$150/\$300
3. DRI Rider 275/550 on Hospitalization

The Employer is to reimburse the employee/hospital upon presentation of paid receipt or proper billing from hospital.

Effective as soon as practical upon signing of this agreement the Employer will make available to all full time employees and their dependents, in addition to the current plan, five (5) optional plans. Each optional plan will have a premium cap increase of ten (10%) percent per year.

For all employees who retire after the effective date of this Agreement, the Employer shall contribute up to one hundred twenty-five dollars (\$125.00) per month toward the retiree and/or surviving spouse's health insurance and for a period of ten (10) years following the employee's retirement. To be eligible for this benefit the employee must retire under the Employer's retirement system and attain a combination of age and service that equals seventy (70).

14.3: Disability Continuance. The Employer agrees to continue payments of the premiums for life and hospitalization insurance for employees who are on a job related disability

14.4: Sickness and Accident Insurance. The Employer shall provide and pay the cost of a sickness and accident insurance program covering full-time employees. The weekly benefit shall consist of seventy percent (70%) of the employee's gross weekly wage. This benefit shall be payable from the first day of disability due to injury or from the eighth day of disability due to illness for a maximum period of time of twenty-six (26) weeks. In the event of a dispute between the Sickness and Accident Insurance and Workers' Compensation, the Employer will pay the lowest benefit until such time as the dispute is resolved or 26 weeks, whichever is less. The employee is to reimburse the Employer for such payments upon receipt of payments from the carrier or through payroll deduction.

14.5: Dental and Optical Insurance. The Employer agrees to pay the required premiums for each employee, including dependent coverage, under the Employer's dental and optical insurance plan. The optical coverage is only available under the original health care program. There is no optical under the five (5) options.

14.6: False Arrest Insurance. The Employer will provide for the employees, false arrest insurance with the Michigan Municipal Risk.

14.7: Selection of Insurance Carriers. The Employer reserves the right to select or change all insurance carriers provided the level of benefits remains equal or better. In the event that this option is exercised, at no time will the employees be without insurance coverage.

ARTICLE XV  
MISCELLANEOUS

15.1: Union Access. Authorized representatives of the Union shall be permitted to visit the operations of the Employer during working hours, provided that such representative first announces himself to the Sheriff or Undersheriff or officer in command in the absence of the Sheriff or Undersheriff, and provided further, that such visit does not unreasonably interfere with the employees carrying out their assigned duties.

15.2: Pay Periods. The Employer shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his or her earnings and all deductions made for any purpose.

15.3: Bonding. If required by the Employer, regular full-time employees shall be bonded and the cost of said bonds shall be borne by the Employer.

15.4: Safety Committee. A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

15.5: Uniforms and Equipment. Uniforms and uniform allowances shall be supplied to the employees as is currently the practice being done by the Employer at the time of execution of this Agreement. The Employer further agrees to furnish all other reasonable necessary equipment to the correction officers which is necessary for the performance of their duties in their respective job classifications. Subject to the Sheriff's rules, the Employer will provide for the dry cleaning of those items of the uniforms which require dry cleaning.



15.6: Equipment Accidents and Reports.

- A. The Employer shall consider first the personal safety of the employees in establishing operational procedures.
- B. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and, if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation.
- C. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job for that whole day by medical authority will be paid at his or her regular rate for the remainder of the shift.
- D. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.
- E. Any employee involved in any accident shall report said accident and any physical injury sustained immediately to the Sheriff or his or her designee. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.
- F. It is the duty of the employee to report all defects of equipment and he or she shall do so immediately or at the end of his or her shift. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer.

15.7: Locker Rooms. The Employer will provide wash rooms and lockers for the changing and storing of clothing. Lockers of individual officers will not be opened for inspection except with



permission or in the presence of the officer or his or her designated representative or steward.

15.8: Bulletin Board. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer.

15.9: Special Conferences. Either party may request a special conference between the parties to consider matters of mutual concern. Such special conferences shall be scheduled at the mutual convenience of the parties. The party requesting such conference will prepare an agenda and submit it to the other party at least five (5) days in advance of the scheduled date for the conference. Unless otherwise agreed, only those items on the agenda will be discussed. Special conferences shall not be used to circumvent the grievance procedure or used to open up this Agreement to collective bargaining.

15.10: No Discrimination. There shall be no discrimination against any employee or employees by either the Employer or the Union in regard to hiring, tenure of employment, promotions, transfers, or other conditions of employment because of race, color, creed, sex, age, marital status, or religion.

15.11: Captions. The captions used in each Section of this Agreement are for the purpose of identification only and are not a substantive part of this Agreement.

15.12: Policy and Procedures. The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be provided to each employee if such rules, regulations, policies and procedures concern working conditions.

15.13: Discharge and Suspension. The Employer reserves the right to invoke disciplinary suspension or discharges for enforcement of Departmental standards or for improper conduct provided, however, that such action shall be for just cause. The Employer agrees to give the employee suspended or discharged the reason for such action. If the charges involve criminal activity, the employee shall have the right to consult legal counsel before he or she is questioned.

15.14: Savings Clause. Any part of this Agreement which shall conflict with applicable state or federal law now or in the future shall be null and void but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement.

15.15: Wages. Schedule "A" shall constitute a part of this Agreement and lists the wage rates for the respective classifications covered by this Agreement.

15.16: New Classifications. Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have fifteen (15) calendar days from receipt of such notification to object to the assigned rate. Thereafter, the parties shall meet within thirty (30) calendar days to negotiate any changes which might be required. If the parties are unable to reach agreement, the rate of pay shall be subject to the arbitration procedure set forth in this Agreement if the Union gives written notification of its intent to arbitrate to the Sheriff within fifteen (15) calendar days following the meeting of the parties on the subject.

15.17: Mileage. When an employee is required to drive his or her personal vehicle in the performance of his or her job, as directed by the Employer, he or she shall receive reimbursement at the rate established for Antrim County employees.

15.18: Extra Contract Agreements. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employee, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement.

15.19: Medical Arbitration. In the event of a dispute involving an employee's physical or mental ability to perform his or her job and the Employer is not satisfied by the determination of the treating physician, the Employer may require the employee to be examined by a doctor of its own choice and at its expense. If the dispute still exists, final resolution, binding on both parties, shall be a report of a third doctor chosen by the employee's doctor and the Employer's doctor. The cost of this report shall be shared equally by the Employer and the Union.

15.20: Waiver. 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 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 agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement. It is not the intent of this clause to

delete any of the established practices which are uniformly applied in the Department relating to wages, hours and working conditions.

ARTICLE XVI  
DURATION

16.1: Termination. This Agreement shall be in full force and effect from January 1, 1997 to and including 12:00 midnight, December 31, 1999 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve a notice upon the other at least sixty (60) days prior to December 31, 1999.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

Patrick J. Spidell

Patrick J. Spidell  
Business Agent

ANTRIM COUNTY CORRECTIONS  
ASSOCIATION

James School

James School, President

Bonnie Paige

Bonnie Paige, Vice President

ANTRIM COUNTY BOARD OF  
COMMISSIONERS AND SHERIFF

Jack White

Jack White, Chairman  
Antrim County Board of Commissioners

Dale Roggenbeck

Dale Roggenbeck  
Antrim County Sheriff

Schedule A  
 Antrim County Corrections

Effective January 1, 1997 through December 31, 1997

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>3 Years</u>
* Certified Corrections	\$21,453.35	\$23,289.27	\$25,375.44
Food Services Coord.	7.85	8.68	9.87
Clerk/Typist	7.67	8.62	9.27
Office Manager	8.01	8.99	9.92

\* Non-certified corrections officers hired after 10/14/97 shall be paid 10% less than the appropriate corrections wage until they achieve certification, but for no longer than two (2) years without certification.

Non-certified corrections officers hired prior to 10/14/97 shall be grandfathered in and receive a retroactive wage adjustment for 1/1/97 to execution of contract of four and one-quarter (4.25%) percent of their current wage scale (1996). Upon execution of contract they shall be brought to the appropriate certified wage scale.

Effective January 1, 1998 through December 31, 1998

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>3 Years</u>
* Certified Corrections	\$22,365.12	\$24,279.06	\$26,453.90
Food Services Coord.	8.24	9.11	10.36
Clerk/Typist	7.90	8.88	9.55
Office Manager	8.41	9.44	10.42

\* Non-certified corrections officers hired after 10/14/97 shall be paid 10% less than the appropriate corrections wage until they achieve certification, but for no longer than two (2) years without certification.

Effective January 1, 1999 through December 31, 1999

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>3 Years</u>
* Certified Corrections	\$23,315.64	\$25,310.92	\$27,578.19
Food Services Coord.	8.65	9.57	10.88
Clerk/Typist	8.14	9.15	9.84
Office Manager	8.83	9.91	10.94

\* Non-certified corrections officers hired after 10/14/97 shall be paid 10% less than the appropriate corrections wage until they achieve certification, but for no longer than two (2) years without certification.