

4403

12/31/2000

AGREEMENT

Between

COUNTY OF BENZIE

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(POAM)

*Benzie County*

Effective January 1, 1998 to December 31, 2000



AGREEMENT

THIS AGREEMENT, effective January 1, 1998, by and between the BENZIE COUNTY SHERIFF and the BOARD OF COMMISSIONERS, located at Beulah, Michigan, party of the first part and hereinafter termed the "Employer," and the POLICE OFFICERS ASSOCIATION OF MICHIGAN - POAM, located at 27056 Joy Road, Redford, Michigan, 48239-1949, party of the second part hereinafter called the "Union".

Ratification. That the agreed contract shall become a binding contract when executed by the respective parties. Prior to the execution of the contract by the chairperson of the Benzie County Board of Commissioners, this contract must be ratified and approved by the Benzie County Board of Commissioners by a formal resolution.

ARTICLE I  
PURPOSE AND INTENT

1.1: The general purpose of this agreement is to set forth terms and conditions of employment, so that the parties hereto, may in an orderly and peaceful fashion carry out their mutual desire to work together harmoniously and continue to maintain labor relations that will facilitate the peaceful adjustment of grievances, prevent strikes and lockouts. The parties agree that each must continue to promote improving relations between the parties and fulfill the objectives of the Sheriffs Department to discharge its responsibility to the public in securing the public safety and welfare to inspire the confidence and respect of the public which will serve the best interest of the Employer, the Union, the employees of the Sheriffs Department and the citizens of Benzie County.

ARTICLE II  
RECOGNITION

2.1: Collective Bargaining Unit. The employer recognizes the Police Officers Association of Michigan (POAM) as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended, for:

All Full-time and Regular Part-time Deputies, Corrections Officers, Communication Clerks, Court Officers/Zero Tolerance Officer, and Full-time Marine Deputies of the Employer, EXCLUDING the Sheriff, Undersheriff, Lieutenant, Sergeant, Corporal, Lead Dispatcher, Part-time Marine Deputies, Matrons and Managerial, Supervisory, Confidential, Temporary, and Seasonal employees.

2.2: Definition of Employees. The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those regular full-time employees and regular part-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Section 2.1. For purposes of this Agreement, the following definitions shall be applicable:

- A. Regular Full-Time Employees. Employees regularly scheduled on a permanent basis to work forty (40) or more hours per week shall be considered as regular, full-time employees.
- B. Regular Part-Time Employees. Employees who are regularly scheduled to work less than forty (40) hours, but more than twenty (20) hours per week, shall be classified as regular, part-time employees.
- C. "County" shall mean Benzie County, Michigan.
- D. "Sheriff" shall mean the duly elected sheriff of Benzie County.
- E. "Employer" shall mean the Sheriff and the County.
- F. "Union" shall mean the Police Officers Association of Michigan (POAM), whose address is 28815 W. Eight Mile Road, Suite 103, Livonia, MI 48152.
- G. "Association" shall mean the Benzie County Deputy Sheriffs Association (BCDSA).
- H. "Employee" shall mean all employees of the bargaining unit.
- I. "He" or "she" when used shall include both genders.
- J. "Bargaining committee" or "committee" shall mean a committee elected by the Association in conjunction with the Union.
- K. "Stewards" shall mean representatives elected by the BCDSA to represent employees.
- L. "Internal investigation" shall mean an investigation conducted by the Sheriff and/or such other person so designated by the Sheriff of an employee for the violation of any criminal or civil laws of the United States, the State of Michigan, the County of Benzie, or any other local law.

ARTICLE III  
UNION SECURITY

3.1: 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 an employee regarding such matters.

- A. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as 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 own way and assume his 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 paragraph A of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union the periodic monthly dues and initiation fees uniformly required of all members, or pay the Union a service fee to be set by the Union in accordance with applicable provisions of the State and Federal laws. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later. For new employees, the payment shall start thirty-one (31) days following the date of employment.
- C. The Union agrees that in the event of any and all claims, liability or litigation against the Employer, its agents or employees, arising out of this provision, the Union will defend, indemnify and hold harmless the Employer, its agents and employees for any monetary award, costs or less arising out of such litigation.

ARTICLE IV  
DUES DEDUCTION

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

BY \_\_\_\_\_  
(Please Print) Last Name First Name Middle Name

TO \_\_\_\_\_  
Name of Employer Department

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

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and State

4.2: Completed Check-Off Forms. A properly executed copy of the written check-off authorization form for each employee for whom dues, initiation and service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written checkoff authorization forms which have been properly executed and are in effect. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.

4.3: Deductions. Deductions for dues, initiation and service fees for any calendar month shall be made from the first (1st) pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or service fees. In the event an employee is absent from work during the first (1st) pay period, such deduction shall be made from the first (1st) period of the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the

designated financial officer of the Union not later than the fifteenth (15th) day of each month.

4.4: Duplicate Payments. In cases where a deduction is made which duplicates a payment already made to the Union by the employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

4.5: Dues and Fees. The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.

4.6: Dispute. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

4.7: Termination of Employment. The Employer shall not be responsible for Union dues or service fees after an employee's employment relationship with the Employer has ended. The procedure for deducting Union dues or service fees to take into periods of absence due to layoff or leaves shall be governed by the provisions of the Union's Constitution and By-Laws.

4.8: Liability. The Employer shall not be liable to the Union, its members or the employees it represents once such sums have been remitted to the Union and, further, shall not be liable if such sums are lost when remitted by the United States Postal Service.

4.9: Union Address. All dues and service fees so deducted shall be sent to the Treasurer of the Police Officers Association of Michigan at 28815 W. Eight Mile Road, Suite 103, Livonia, Michigan 48152, or such other address as the Employer may be advised of in writing by the Union.

4.10: Hold Harmless. The Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues or the service fee and to indemnify and defend the Employer against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer pursuant to this section and Article III.

ARTICLE V  
REPRESENTATION

5.1: Stewards. The Employer agrees to recognize one (1) steward elected or appointed by the Union from among employees in the bargaining unit with one or more years of seniority for the purpose of processing grievances, and/or recognizing non-employee

representatives. An alternate steward will be recognized by the Employer when the regular steward is absent from work. The Union agrees that the steward will not let his stewardship interfere with his duties or the operations of the Sheriff's Department, and the Employer agrees to give the steward reasonable time and access to other officers to fulfill his obligations hereunder. The authority of the steward and alternate so elected by the local union shall be limited to, and shall not exceed, the following duties and activities:

- A. To investigate and present grievances to his Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement.
- B. 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:
  - 1. Have been reduced to writing, or
  - 2. If not reduced to writing, are of a routine nature, and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The local President shall serve as the steward and the local Vice President shall serve as the alternate steward.

5.2: Notification. The Employer shall be informed in writing of the names of the steward and alternate. All official communication from or to the Employer shall be from or to the steward.

5.3: Visitation. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours, to talk with the steward of the local union and/or representatives of the Employer concerning matters covered by this Agreement, provided the representatives of the Union first announce their intentions to the officer in charge who shall make the necessary arrangements for such consultation so as not to disrupt the work of the department and the employee(s) involved.

5.4: Special Conferences. For important matters of mutual concern not being processed as a grievance under this Agreement a special conference will be arranged between the Employer, steward, and POAM and any outside parties requested to attend. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be

for the purpose of conducting collective negotiations, nor to in any way, modify, add to or detract from the provisions of this Agreement.

ARTICLE VI  
MANAGEMENT RIGHTS

6.1: Management Rights. The management of the Employer, the determination of all matters of management policy; the services to be furnished; the nature and number of facilities and departments to be operated and their location; the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend, or discharge for just cause, promote, transfer or layoff employees, or to reduce or increase the size of the working force; to unilaterally establish reasonable rules and regulations, or to make judgments as to the ability and skill, is within the sole prerogatives of the Employer, provided, however, that they will not be used in violation of any provisions of this Agreement. The Employer shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service, the schedules and standards, or work, methods, processes, means and materials to be used, except as prohibited in this Agreement. The Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment and outside assistance (sub-contracting) if necessary. It is understood that except as expressly limited in this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the Sheriff's Department operations.

6.2: Separation of the Term Employer When Necessary. In sections of the contract wherever the authority and obligation for performance is that of the Sheriff, the term "Sheriff" shall be used in place of "Employer".

ARTICLE VII  
GRIEVANCE AND ARBITRATION PROCEDURE

7.1: Definition of Grievance. A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of a specific provision of this Agreement which is subject to the grievance and arbitration procedures established herein.

Step 1. Verbal Procedure. An employee with a complaint shall discuss the matter with the Sheriff or his representative within ten (10) calendar days following

the incident which gave rise to the complaint. If requested by the employee, he may have his steward present. If the complaint is not satisfactorily settled, it may be advanced according to the written procedure.

Step 2. Written Procedure. Within ten (10) calendar days from the Sheriff's answer in the verbal procedure, the complaint shall be reduced to writing, citing the sections of the contract which are alleged to have been violated and signed by the employee or the Union and then presented to the Sheriff. The Sheriff and the Union representative and grieving party, if requested by the Union representative, shall discuss the grievance in an attempt to resolve the matter. The Sheriff shall place his answer on the grievance form and return it to the Union representative within ten (10) calendar days after the grievance meeting. If the grievance is not satisfactorily settled, it may be advanced according to Step 3.

Step 3. Appeal to the County Personnel Committee. Failing to resolve the issue in the second step, the Union shall within ten (10) calendar days of the Sheriff's or his designee's disposition provide a written request, delivered to the County Clerk's Office, to the Chairman of the County Board of Commissioners' Personnel Committee to arrange a meeting between the Union and the Personnel Committee to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, ten (10) calendar days from the time the Union contacts the County unless a longer time is mutually agreed upon. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

Step 4. Request for Arbitration. In the event that the last step fails to settle the grievance, the Union may submit the grievance to arbitration by giving the Employer written notice within thirty (30) days following the Employer's answer.

Notwithstanding the provisions above, in the case of a grievance involving a discharge, suspension without pay, or a lay-off, the time limits in steps 1, 2 and 3 shall be five (5) days instead of ten (10) days.

7.2: Selection of Arbitrators. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. The Employer and the Union agree to use the

following arbitrators on a rotating basis with arbitrator "A" being selected first.

- |                  |                     |
|------------------|---------------------|
| A. Mario Chiesa  | C. Patrick McDonald |
| B. David Grissom | D. Richard Kanner   |

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

7.3: Arbitrator's Powers. The arbitrator shall be limited to the application and interpretation of this Agreement as written. He shall have no power to add to, subtract from, or modify this Agreement in any respect, nor shall he have power to change any classification wage rate, to rule on any claim arising from a decision of a third party carrier, nor shall he have authority to rule upon the exercises of the Employer's rights not specifically abrogated by specific provisions of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside of this Agreement or rule upon which persons the Sheriff shall deputize and which persons will be delegated the Sheriff's law enforcement authority. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. No decisions in any one case shall require retroactive wage adjustments in any other case. All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned, less any compensation or unemployment benefits that he/she may have received from any employment source during the period of the back pay. Any grievance which arose prior to the effective date of this Agreement shall not be processed and no award of the arbitrator shall be retroactive any earlier than the time the grievance was first submitted. The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees of the bargaining unit.

7.4: Time Limitation. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement.

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

7.6: Grievance Settlements. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved.

7.7: Statutory Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment which establishes a procedure whereby the employee may challenge the Employer's determinations regarding the employee's employment status, wages, hours or working conditions, will be required to, no later than Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or his/her statutory remedies as his/her single means of challenging the Employer's determination. If the employee elects to pursue his/he statutory remedy, or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the employee and the Union and, further, shall not thereafter be subject to any arbitration proceeding. This section shall not apply to unfair labor practice charges filed with the Michigan Employment Relations Commission.

ARTICLE VIII  
SENIORITY

8.1: Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Sheriff's Department commencing from his last date of hire. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

- A. All full-time employees shall serve an original probationary period of one (1) year uninterrupted service, during which time they will be termed "probationary employees".
- B. The Union shall represent probationary employees for the purpose of collective bargaining, however, probationary employees may be terminated at any time during the probation period by the Employer, in its sole discretion, and neither the employee nor the Union shall have recourse to the grievance procedure over such termination.

8.2: Seniority. The seniority of any employee shall commence from the last date of hire, provided the employee has successfully completed his/her probationary period which is mutually agreed upon between the Union and the Employer or as provided by this Agreement. An employee shall forfeit seniority and employment for the following reasons:

- A. If he/she resigns, quits or retires.
- B. If he/she is discharged or terminated and the termination or discharge is not reversed.
- C. If he/she has been on layoff status and not employed by the County for a period of time equal to his/her seniority or two (2) years, whichever is less.
- D. If he/she is absent from work for four (4) consecutive working days without authorization from the Employer.
- E. If he/she fails to return to work on the required date from a leave of absence, vacation or disciplinary suspension. In case of an emergency, up to a seventy-two (72) hour grace period may be allowed.
- F. If he/she is convicted of a felony.
- G. If he/she makes an intentional false statement on his/her employment application or on any official police report relating to law enforcement functions (e.g. warrants, complaints and similar documents).
- H. If he/she fails to report for work within five (5) days following notification of recall from layoff sent by certified mail, return receipt requested, to his/her last known address.

- I. If he/she has been on sick leave for a period of time in excess of accumulated time.
- J. If a settlement with the employee has been made for total disability.

8.3: Seniority List. And up-to-date seniority list shall be furnished to the Union from time to time, upon request.

ARTICLE IX  
PROBATION

9.1: Probationary Period. All full-time and regular part-time employees shall serve a probationary period of twelve (12) months. If an employee is absent from work because of illness or other reasons for a period of seven (7) consecutive days or longer, such period of his absence shall be added to the twelve (12) months probationary period. Absence because of an in-service training or job related injury shall be not added to the probationary period.

9.2: Representation. Until an employee has completed the probationary period, he/she may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedure. The Union may represent probationary employees with regard to wages, hours and working conditions, but shall not represent the employees for any of the aforementioned issues. There shall be no seniority among probationary employees.

9.3: Benefits. During the probationary period an employee shall be eligible for employee benefits, except as otherwise provided within this Agreement.

ARTICLE X  
DISCHARGE, DEMOTION AND DISCIPLINE

10.1: Definition. Discipline, as used in this Agreement, shall mean an action from a written reprimand to any action taken which results in loss of pay and/or discharge. Verbal and/or written counseling reports and employee evaluations are not considered to be disciplinary actions and are, therefore, not subject to the grievance procedure. Such counseling reports and evaluations shall not used as a basis for future disciplinary actions, except to verify that an employee has been made aware of the Employer's concern in the areas covered.

10.21: Notice of Discharge or Demotion. The Employer agrees that no non-probationary employee will be disciplined or demoted without cause. The Employer further agrees to promptly, upon the

discipline or demotion of a non-probationary employee, notify in writing the steward of the discipline or demotion and the reasons for the same.

10.3: Discussion of Discharge or Demotion. A discharged or demoted non-probationary employee will be allowed to discuss his discharge or demotion with the steward, so long as such discussion does not interfere with his assigned duties, and the Employer will provide a suitable room, on or off the premises, where they may meet. Upon request, the Employer or his designated representative will discuss the discharge or demotion with the non-probationary employee and the steward. Any non-probationary employee may request the presence of the union steward in any conference in which the Employer intends to impose discipline involving discharge or demotion and a conference with an non-probationary employee to impose such discipline will be adjourned at the request of the employee until the steward is available to join the conference.

10.4: Appeal of Discharge or Demotion. Should the discharged or demoted non-probationary employee consider the discharge or demotion to be improper, a complaint shall be presented in writing through the steward to the Employer within two (2) regularly scheduled working days of the discharge or demotion. The Employer will review the discharge or demotion and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the non-probationary employee, the matter shall be referred to Step 3 of the grievance procedure.

10.5: Discipline. A disciplined non-probationary employee will have full rights under the grievance procedure. Disciplinary warnings will not be used after two (2) years if an employee has no further disciplinary actions in that two (2) year period, unless they are directly related to the current discipline. A discipline in which the penalty is ten (10) days or more to which a probationary period is assessed shall not be used after four (4) years, if the employee had no further discipline in which the penalty was ten (10) suspension days or more, or to which a probationary period was assessed during the four (4) year period.

10.6: Statements. The Employer, as a condition of employment, shall not require any employee to make any statements, oral or written, which could lead to discipline or discharge of that employee.

ARTICLE XI  
LAYOFF AND RECALL

11.1: Layoff. In the event of any reduction of personnel is made, as determined by the Employer, layoff shall be by classification within the Department, with temporary employees

being laid off first. Thereafter, employees with the least seniority in that classification shall be laid off, provided that the remaining employees with more seniority in the classification are qualified to perform the work.

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

- A. The bumping employee cannot move into a position of a higher salary grade.
- B. The bumping employee must have more departmental seniority than the employee in the position who is being bumped.
- C. The bumping employee must possess the necessary skill, experience and certifications which will qualify the employee to perform the work. The necessary "Skill, experience and certification" shall be determined by the required qualifications as listed in the job description. If a laid off employee does not have the required certification at the time of layoff, he/she may, at his/her own expense and on his/her own time, acquire such certification. Upon attainment of the required certification, he/she may exercise his/her seniority rights and return to employment in the lower paying classification.
- D. The bumping shall not apply in temporary cases of layoff which do not exceed ten (10) working days.

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

11.3: Recall. The last employee laid off in a classification shall be the first employee recalled, provided the employee is qualified to fill the open position. Notification of recall may be made by telephone and shall be followed by certified mail delivered to the employee's last known address. An employee shall respond to the certified notice of recall within forty-eight (48) hours of the receipt thereof. If an employee fails to respond to a notice of recall within forty-eight (48) hours of receipt thereof, the Employer shall assume that the employee has voluntarily quit. An employee that retains seniority rights shall have recall rights up to four (4) years following the original layoff.

11.4: Return to Unit by Layoff. In the event of layoffs by classification, members of the Command Officers Association of Michigan (COAM) unit who are laid off shall be allowed to return to the POAM unit and to exercise their bumping rights, provided they have enough Departmental seniority to displace another employee, provided the POAM unit has agreed to such bumping rights.

11.5: Benefits. Employees who are laid off shall not be entitled to any benefits extended pursuant to this Agreement, nor shall seniority accrue during such layoff period. However, employees on layoff status may continue their health insurance to the extent permitted by Federal law, provided the employee pays the premium for such insurance in advance, and, provided continued coverage is permitted by the insurance carrier.

11.6: Vacation Use. In the event of layoff, an employee may use accumulated vacation leave prior to receipt of unemployment compensation, provided the employee is entitled to the same.

11.7: Layoff Alternatives.

A. Voluntary Layoffs. When faced with a layoff, the Employer may, at its sole option, prior to enactment of the above layoff provisions, solicit voluntary layoffs from members in the bargaining unit. An employee electing a voluntary layoff shall not have the right, at a later date, to rescind the election and return to work. His/her sole right to return to work shall be pursuant to the recall provisions in section 11.3 of this article.

## ARTICLE XII VACANCIES AND TRANSFER

12.1: Temporary Assignments. An employee who is assigned by the Sheriff or his designee to a higher classification shall receive the pay of said higher classification, if the assignment exceeds two (2) weeks. An employee may be temporarily assigned to work in any position in the same or lower classification and shall not suffer any loss of pay during the period of such temporary assignment.

12.2: Permanent Vacancies. The Employer will fill permanent classification vacancies as soon as possible when need for such action is necessary, as determined and/or established by the Employer. However, the Employer may make temporary assignments for no more than a one (1) year period.

ARTICLE XIII  
PROMOTIONS

13.1: Promotions. Promotional opportunities for employees will be posted for a minimum period of six (6) days, and employees desiring to be considered for such promotions shall advise the Sheriff in writing. In making such promotions, the Sheriff will consider the seniority and the qualifications of the applicant. If the qualifications of two (2) or more applicants are equal, the promotion will be awarded to the applicant with the most seniority. In considering qualifications, the Sheriff will consider the applicant's work record, training and experience, and non-discriminatory oral and written examinations. The jobs required to be posted under the provisions of the agreement include all promotions within the department, excluding the Undersheriff.

13.2: Non-Bargaining Unit Position. In the event a unit employee is promoted to a supervisory or other non-bargaining work position and he elects on or before ninety (90) days in the new position to return to his former job in the bargaining unit, he may do so without loss of seniority or benefits. Further, in the event an employee returns to the bargaining unit after fulfilling a non-bargaining unit position beyond ninety (90) days, all seniority accumulated while in the bargaining unit shall not be lost, but such time shall not accrue during the non-bargaining work assignment, but shall be reinstated upon return to the bargaining unit.

13.3: Rate of Pay. An employee from the bargaining unit that is promoted to a higher bargaining unit classification shall be paid at the lowest rate of the higher classification which is at least five percent (5%) above his/her regular rate of pay prior to the promotion. The employee shall then progress up the remaining steps for the new position on an annual basis effective on the anniversary date of the promotion.

13.4: Promotional Trial Period. All promoted employees shall serve a ninety (90) day trial period. Employees may be returned to their previous position at any time during the trial period by the Employer in its sole discretion, and neither the employee so assigned nor the Union shall have recourse through the grievance procedure over such reassignment. The employee may also elect to return to their former position without loss of seniority and benefits during this trial period.

ARTICLE XIV  
HOURS OF WORK AND OVERTIME

14.1: Work Schedule. Work schedules will be posted thirty (30) days in advance of implementation. The work schedule of the deputies and dispatchers shall continue to be rotated, unless

otherwise agreed upon by the Union and the Employer. Work schedules shall not be changed except for emergencies without an agreement between management and the employee involved. For purposes of this section, emergency shall include any voluntary termination in which the employee fails to give a two (2) week notice. A transfer to a different job on the same shift shall not constitute a change in the work schedule.

14.2: Four (4) Days - Ten (10) Hours. The County and the Union may enter into a 4 day - 10 hour work week plan for any division if both the County and union mutually agree. Special assignments shall be dealt with on a case by case basis. In such case, the overtime rate shall be paid on all hours worked in excess of ten (10) hours in a day or eighty (80) hours in a pay period.

14.3: Overtime. All hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1-1/2).

14.4: Compensatory Time. Employees in the bargaining unit shall have the option to choose their compensation for overtime pay. The options are as follows:

- A. An employee may, at his/her option, elect to be compensated at overtime rates in pay for any and all hours work that by the current collective bargaining agreement call for premium or overtime compensation rates.
- B. An employee may, at his/her option, choose in lieu of overtime payment in cash and elect to receive compensation for overtime work in compensatory time off. Such time off shall be earned and paid at overtime rates. For example, if an employee works two (2) hours of overtime, and that employee elects to receive compensation in the form of compensatory time off, that employee's compensatory time bank will be credited for three (3) hours toward time off to be taken at a later date. An employee wishing to take time off by using accrued compensatory time must have prior approval from the department head before taking the desired time off. Compensatory time off requests shall not be unreasonably denied.

14.5: Call-in Coverage. Call-in coverage shall mean vacancies that the Employer becomes aware of less than 24 hours prior to the assignment. The department shall post a call-in sign up sheet at least every four (4) months for each division. Call-in coverage shall be offered first to those employees in that division that are scheduled off duty and have signed that list, with first opportunity being given to the most senior qualified employees. If

a replacement is not filled, the next step shall be to split the open shift between the employees working the shift before and the shift after the vacant shift. This section shall apply when filling a full shift of work. However, in the case of an emergency call-in, the closest available qualified officer will be called.

14.6: Call-In Overtime. Employees called in two (2) hours or more prior to the start of their regular shift or called back to work after completion of their regular shift shall be guaranteed a minimum of two (2) hours of pay at the rate of one and one-half (1½) times their straight-time hourly rate, inclusive of all court appearances. Continuing work at the completion of a regular shift shall not constitute call-in. Call-in assignments shall be made on a rotating basis so that employees within a classification shall have a reasonably equal opportunity for such assignments.

14.7: Notice of Court Dates. Insofar as possible and if the Sheriff has advance notice, he will attempt to notify employees at least one (1) week in advance of an anticipated court date. The Union understands that it is not always possible that advance notice be given.

14.8: Shift Differential. Effective January 1, 1999, employees will be paid a differential of fifteen cents (\$0.15) per hour for all hours worked between 4:00 p.m. and midnight and a differential of thirty cents (\$0.30) per hour for all hours worked between midnight and 8:00 a.m. For purposes of computing overtime pay the shift premium is not part of the base rate of pay.

14.9: No Pyramiding. Effective January 1, 1990, there shall be no pyramiding or duplication of overtime premium, shift premium, call-in pay, court time, holiday or other overtime or premium payments. This section shall not apply to persons ordered into work on a holiday, except in the case of a bonafide emergency such as acts of God, riots, fire, etc.

14.10: Supervisors. Supervisors may perform POAM bargaining unit work, however, overtime is available to perform POAM unit work, then qualified POAM bargaining unit employees shall be afforded the assignment first.

14.11: Filling Scheduled Vacancies. When vacancies occur in the schedule that the Employer intends to fill that the Employer becomes aware of more than 24 hours prior to the assignment and for vacancies created to grant employees personal leave, holiday or vacation time off, the vacancy may be first offered to qualified part-time employees.

If vacancies cannot be filled by part-time employees by part-time employees, the call-in sheet shall be used to fill the vacancy. If a replacement is not found, the next step shall be to

split an open shift between employees working the shift before and the shift after the vacant shift.

ARTICLE XV  
LEAVES OF ABSENCE

15.1: Personal Leave. Personal leaves of absence without pay for a period not to exceed thirty (30) days will be granted at the discretion of the Employer. Permission for extension must be secured from the Employer. All sick time, vacation time, and personal leave must be used prior to obtaining personal leave without pay.

15.2: Benefit Accumulation. No benefits shall accrue to the employee when on an authorized and approved leave.

15.3: Seniority During Leaves of Absence. During the period of absence, the employee shall not engage in gainful employment in the same type of work in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights or discharge for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights unless the sick or injured employee's employment is terminated.

15.4: Military Leave. The re-employment rights of former employees who have served with the military forces shall be covered in accordance with applicable laws and regulations.

15.5: Sick Leave.

- A. Sick leave days shall be used for actual sickness only, except as hereinafter provided.
- B. All members covered by this Agreement may accumulate sick leave at the rate of eight (8) hours for each full month of employment, with accumulation up to and including four hundred eighty (480) hours. Employees hired before July 1, 1995 may accumulate in excess of four hundred eighty (480) hours, and upon employee option, hours in excess of four hundred eighty (480) hours may be converted to vacation hours at two (2) for one (1) ratio provided that the employee will not convert more than ninety-six (96) hours to forty-eight (48) vacation hours in any one year. Employees hired after June 30, 1995 shall accumulate up to four hundred eighty (480) hours sick leave. All accumulations in excess of four hundred eighty (480) hours may only be paid on a two (2) hour accumulated for one (1) hour paid basis, on the first pay period of December.

- C. In the event sick leave time exceeds three (3) days, the Employer may request a certificate from the employee's physician. In cases of suspected abuse, a request may be made in less than three (3) days absence.
- D. An employee who terminates his/her employment and provides two (2) weeks written notice shall be paid for one-half (½) their accumulation of sick leave hours.
- E. An employee who retires or dies while employed shall be paid in full for accumulated sick leave. Upon the death of the employee, the employee's designated next of kin will receive payment for unused sick leave.
- F. Employees will be paid sick pay based on their regular pay classification at the time when the sick leave was taken.

15.6: Funeral Leave. All members covered by this Agreement may be allowed three (3) days as funeral leave, not to be deducted from sick leave, for death in the immediate family. "Immediate family" is defined as follows: mother, father, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, grandparents of both the member and his/her spouse and a member of the employee's immediate household. An employee must attend the funeral to be eligible for funeral leave. If the funeral is held five hundred (500) miles or more away from Beulah, Michigan, one (1) additional day will be granted. An employee may elect to take two (2) additional days provided that said days are chargeable to sick leave.

ARTICLE XVI  
HOLIDAYS

16.1: Recognized Holidays. All regular employees will be credited with sixty-four (64) hours of future holiday leave as of January 1. Designated holidays are as follows:

|                  |                  |
|------------------|------------------|
| New Year's Day   | Thanksgiving Day |
| Memorial Day     | Christmas Day    |
| Independence Day | Veteran's Day    |
| Labor Day        | Easter Sunday    |

16.2: Holidays worked. All employees working on an established holiday will be paid time and one-half (1-1/2) for all hours worked in addition to holiday time.

16.3: Personal Time. All full-time employees shall be entitled to twenty-four (24) hours personal time annually. Personal time may be used with the approval of the sheriff or his/her designee, and approval will not be unreasonably withheld. It is understood that if it is difficult to obtain coverage, the sheriff shall have the right to use qualified part-time employees for the coverage.

16.4: Employee's Birthday. All employees shall be entitled to time off with pay on their birthday.

16.5: Proration. For any employee who either enters or leaves employment in mid-year, the holiday, and personal days will be pro-rated. Proration will be based upon the date the employee actually begins work or the last date the employee actually works. The Employer shall have the right to deduct any money due from the employee's final check.

ARTICLE XVII  
VACATIONS

17.1: Vacation. Employees with the required seniority shall earn vacation leave with pay in accordance with the following schedule:

|                                |          |
|--------------------------------|----------|
| After one (1) year . . . . .   | .10 days |
| After four (4) years . . . . . | .15 days |
| After ten (10) years . . . . . | .20 days |

- A. As far as possible, vacations will be scheduled at the convenience of the employee. However, the Employer reserves the right to establish regulations for picking the vacation schedule.
- B. Vacation time may be carried over to new year with a maximum carryover equal to the employee's annual accrual.
- C. Vacation year definition: The vacation year, for the purpose of this Agreement, is a twelve (12) month period, beginning with the employee's last hiring date with the Employer.
- D. Vacation time shall not accumulate during any personal leave of absence.
- E. Employees will be paid vacation pay, based on their regular pay classification, immediately prior to the vacation.

ARTICLE XVIII  
INSURANCE

18.1: Hospitalization - Medical Coverage.

A. Health insurance. The Employer agrees to provide the following health insurance programs for eligible full-time employees and dependents:

1. Blue Cross/Blue Shield hospitalization and medical coverage with semi-private room with Rider D; Michigan Variable Fee I with Riders FC, SD, COBO 3, D45NM, PPNVI, FAE-RC, VST, Master Medical II, over 65 options 2-1; prescription drugs \$5.00 co-pay; predetermination rider; second surgical opinion rider; DRI-275/550 rider; and A-80 vision rider. The Employer agrees to reimburse employees for co-pays paid by the employees as a result of the DRI-275/550 rider upon receipt of the employee's bills verifying the expense.

2. Blue Cross/Blue Shield Community Blue-PPO.

B. Dental Insurance. The County will provide the employees with a dental plan for which the County will bear the entire cost, as follows:

|       |   |                            |
|-------|---|----------------------------|
| 50/50 | - | Class I                    |
| 50/50 | - | Class II                   |
| 50/50 | - | Class III maximum \$800.00 |

C. In the event the cost of these insurances increase in an amount significantly more than the cost of living increases, the Union and the Employer agree to meet to explore changes in the health insurance program which would lessen the costs.

18.2: HMO. Employees may, if they so desire, enroll in health maintenance organization coverage by Blue Care Network, which coverage would be in lieu of the Blue Cross/Blue Shield coverage provided in Section 18.1 above. In the event the premium for HMO coverage is greater than that which the Employer would otherwise pay for health insurance pursuant to its agreement with the Blue Cross/Blue Shield then, in the event, each individual employees, through payroll deduction, shall be responsible for the difference. Employees electing the HMO coverage shall be permitted to revert back to Blue Cross/Blue Shield coverage at least once annually. Notwithstanding the foregoing, implementation of this section is contingent upon an employee electing, in writing, to participate in the HMO, and upon the HMO provider being willing to extend such

coverage to the employee or employees electing this option, and upon the County reaching an agreement for such coverage with the HMO provider.

18.3: Duplicate Coverage. An employee may choose not to be covered by the dental and hospitalization insurance stated under this Article when he/she has coverage with another company. If employees waive County hospitalization coverage, they can still carry County dental insurance. The decision to waive coverage can only be made once per calendar year. A waiver agreement, provided by the Employer, must be signed by the employee. In the event the employee elects not to be covered by such dental and hospitalization insurance, the Employer shall pay the employee \$46.15 per pay period if the employee would be eligible for full family or two-person coverage, and \$27.69 per pay period in the case of an employee eligible for single person coverage. In the event that an employee elects to waive hospitalization insurance, but retains dental coverage, the applicable dental insurance cost shall be deducted from the above amounts. The employee had the right to rejoin with no waiting period if they are no longer covered by the other company.

18.4: The parties agree that the County may provide hospitalization insurance equivalent to Blue Cross/Blue Shield options listed in Section 18.1 and 18.2.

18.5: Life Insurance. The Employer agrees to pay the full cost for a twelve thousand dollar (\$12,000.00) life insurance policy for all employees with accidental death and dismemberment.

18.6: Liability Insurance. The Employer agrees to notify the Union if it is changing from its liability coverage with its current carrier, and if such change occurs, the Union may request to negotiate regarding the same.

ARTICLE XIX  
SCHOOLS AND TRAINING

19.1: Schools and Training. All school courses and training programs made available to the employees shall be posted ten (10) days in advance of the commencement date, if possible. Any employee desiring to attend such schools or training programs may indicate in writing to the Sheriff within three (3) days after the posting. The determination of the number of personnel and the selection of personnel shall be made by the Sheriff, based on the needs of the department.

ARTICLE XX  
NO STRIKE - NO LOCKOUT

20.1: Strike Defined. During the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of an employee's duties) for any purpose whatsoever.

20.2: No Strike/No Lockout. The Union further agrees that, during the life of this Agreement, it will not cause, authorize or permit any of its members to cause, promote, instigate or take part in any strike as herein defined or any other activity that may disturb or interfere with the services and responsibilities of the Employer and violation of any of these provisions may be cause for immediate discharge of any individual employee participating in any such strike. Any appeal to the grievance and arbitration procedure regarding discipline imposed for a violation of this Article shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited in this Article. The Employer fully agrees not to cause any lockout of the employees during the term of this Agreement.

ARTICLE XXI  
SAFETY AND EQUIPMENT

21.1: Safety and Equipment. The Union agrees to cooperate with the Sheriff in maintaining the premises and equipment. The Union further agrees to follow all safety rules and practices. It shall be the obligation of each employee to report any defects in equipment no later than the end of his shift. The Sheriff or his representative will inspect any equipment reported to be defective as soon as possible and promptly cause necessary repairs to be made.

21.2: Committee on Safety & Equipment. The parties to this agreement shall establish a Joint Equipment & Safety Committee consisting of one (1) representative of the Union, one (1) representative of the Sheriff and one (1) representative of the Chairman of the Board of Commissioners. All safety ideas and complaints will be handled by the Joint Safety Committee. A written safety code shall be prepared and published by the Joint Safety Committee and will contain regulations to take immediate effect.

ARTICLE XXII  
WORKERS' COMPENSATION

22.1: Each employee will be covered by the applicable worker's compensation laws and the Employer further agrees that an employee, if eligible for worker's compensation benefits, will receive, in addition to his worker's compensation benefits, an amount to be paid by the Employer sufficient to make up the difference between the worker's compensation benefits received and his/her regular weekly income base on forty hours. To receive this worker's compensation supplement, the employee shall sign over the worker's compensation check to the County. If sick or other non-working time is used to account for pay during the time worker's compensation is effective but prior to being received, that time will be reinstated upon the County receiving any worker's compensation checks covering that period. The Employer's subsidy will terminate one year following the commencement of worker's compensation benefits. There will be no loss of sick time during the period the worker's compensation covers.

ARTICLE XXIII  
RESERVE DEPUTIES

23.1: Reserve Deputies. Reserve deputies may be utilized by the Department as determined by the Sheriff, provided, however, that no deputy shall be required to ride with a reserve deputy on routine patrol without the consent of the deputy involved. Reserves will not be assigned to any patrol except in the company of a certified officer.

ARTICLE XXIV  
UNIFORMS AND EQUIPMENT

24.1: Uniforms and Equipment. The Employer agrees to furnish each employee with the necessary uniforms and equipment in order for said employee to carry out his responsibilities as a police officer, and shall replace or repair property damaged or destroyed in the line of duty, provided, however, an employee may be held personally liable for any damage or destruction to the Employer's property caused by his own negligence. A report of such lost or damaged property shall be made to the Sheriff or Undersheriff.

24.2: Cleaning. The Employer agrees to pay for the needed cleaning for employee's uniforms in the bargaining unit.

ARTICLE XXV  
MISCELLANEOUS

25.1: Computation of Benefits. The Union shall have the right to examine the time sheets and other records pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. Other records pertaining to a specific dispute may be examined by the Union upon specific grievance, subject to applicable laws.

25.2: Captions. The captions used in sections of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

25.3: Name Tags. Corrections officers and communication clerks will be provided name tags showing their names and designation as corrections officers or communication clerks, as applicable.

25.4: Weapons Training. The Sheriff or his designee will schedule at least one (1) paid weapons and/or firearms training session at least every sixty (60) days, weather permitting. Ammunition will be furnished.

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

25.6: First Aid Kits. The Employer will furnish first aid kits for each patrol vehicle.

25.7: Residency. All Sheriff's Department employees shall be required to reside in the County of Benzie within thirteen (13) months after he/she is hired.

25.8: Detective Assignment. Effective January 1, 1999, any employee who works more than two (2) weeks on a plainclothes detective assignment shall receive \$400.00 clothing allowance on an annual basis, prorata as to time put in. Effective January 1, 2000 the allowance shall be \$500.00 subject to terms as set above.

25.9: Prisoner Transport. All prisoners considered dangerous shall be transported by two (2) certified officers. Any prisoner transport in excess of one hundred (100) miles shall be made by two (2) certified officers. In the event of a female prisoner one certified officer and a woman corrections officer used. The Union agrees that employees in the classification of corrections officer will be allowed to assist in the transportation of prisoners provided that the employee has been properly sworn in and has successfully completed the corrections officers training program. For transports that result in overtime, the call-in sheet under section 14.5 shall be used to fill the assignment.

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

25.11: Past Practices. The parties agree that any prior practice inconsistent with the specific terms of this Agreement will be superseded by this Agreement.

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

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

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

25.15: Nondiscrimination. The Employer and the Union hereby agree not to discriminate because of race, religion, creed, color, national origin, handicap, age, sex or marital status as required by law.

25.16: Night Patrol. The County agrees that two (2) deputies will be assigned to road patrol duties to any shift between dusk and dawn. The sergeant may be the second man on the shift.

ARTICLE XXVI  
WAGES

26.1: Wage Scale. The annual wage rates below are effective the first pay period on or after the dates indicated: Figure in parenthesis ( ) is hourly rate.

Effective January 1, 1998

A. Upon signing, employees will receive a signing bonus of \$650.00 first year.

|   | <u>Start</u>        | <u>1 Year</u>       | <u>2 Years</u>      | <u>3 Years</u>      | <u>4 Years</u>      |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|
| Deputy Wage Rates:  | \$23,670<br>(11.38) | \$25,230<br>(12.19) | \$26,042<br>(12.52) | \$27,373<br>(13.16) |                     |
| Emergency Communications Specialist<br>Wage Rates:                              | \$18,699<br>(8.99)  | \$19,386<br>(9.32)  | \$19,739<br>(9.49)  | \$20,114<br>(9.67)  |                     |
| Zero Tolerance Officer/<br>Court Bailiff/<br>Corrections Officer<br>Wage Rates: | \$20,738<br>(9.97)  | \$22,048<br>(10.60) | \$22,755<br>(10.99) | \$24,253<br>(11.66) | \$24,773<br>(11.91) |

Effective January 1, 1999

|   | <u>Start</u>        | <u>1 Year</u>       | <u>2 Years</u>      | <u>3 Years</u>      | <u>4 Years</u>      |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|
| Deputy Wage Rates:  | \$24,972<br>(12.01) | \$26,618<br>(12.80) | \$27,474<br>(13.21) | \$28,878<br>(13.88) | \$29,455<br>(14.16) |
| Emergency Communications Specialist<br>Wage Rates:                              | \$20,223<br>(9.72)  | \$20,966<br>(10.08) | \$21,694<br>(10.43) | \$22,436<br>(10.79) | \$22,886<br>(11.00) |
| Zero Tolerance Officer/<br>Court Bailiff/<br>Corrections Officer<br>Wage Rates: | \$21,879<br>(10.52) | \$23,260<br>(11.18) | \$24,006<br>(11.54) | \$25,587<br>(12.30) | \$26,135<br>(12.56) |

Effective January 1, 2000

|   | <u>Start</u>        | <u>1 Year</u>       | <u>2 Years</u>      | <u>3 Years</u>      | <u>4 Years</u>      |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|
| Deputy Wage Rates:  | \$25,721<br>(12.37) | \$27,416<br>(13.18) | \$28,298<br>(13.60) | \$29,745<br>(14.30) | \$30,338<br>(14.59) |
| Communications Clerk<br>Wage Rates:   | \$20,830<br>(10.01) | \$21,595<br>(10.38) | \$22,345<br>(10.74) | \$23,110<br>(11.11) | \$23,572<br>(11.33) |
| Zero Tolerance Officer/<br>Court Bailiff/<br>Corrections Officer<br>Wage Rates: | \$22,535<br>(10.83) | \$23,958<br>(11.52) | \$24,727<br>(11.89) | \$26,354<br>(12.67) | \$26,920<br>(12.94) |

ARTICLE XXVII  
LONGEVITY

27.1: Longevity Payments. Employees shall receive longevity payments as a separate check on the first pay period following the employee's anniversary date each year in accordance with the following schedule:

|                             |       |
|-----------------------------|-------|
| After completion of 5 years | \$300 |
| After completion of 8 years | \$500 |

ARTICLE XXVIII  
PENSION

28.1: Pension. Effective January 1, 1988, an employee who has attained the age of 55 and has completed 25 years of credited service should be eligible for normal retirement.

28.2: Contributions. The County shall pay the employees' contributions to said pension system (MERS).

28.3: The current pension plan is the Michigan Municipal Employees Retirement Plan of the State of Michigan (MERS). The current benefit level is the B-2 level with V-8 and F55 (25 years). Effective January 1, 2000, the benefit level shall be improved to the B-3 (2.25 multiplier).

ARTICLE XXIX  
MEDICAL EXAMS

29.1: Medical Exams. The Sheriff's Department may require a physical and/or psychological exam by a physician or psychologist, at the Employer's expense, to determine the employee's ability to perform his/her regular duties if the Sheriff has a reasonable

basis to question the ability. The employee may obtain a second opinion, at the employee's expense, and in the event that there is a dispute between the Employer's physician and the employee's physician, both of these physicians shall select a third physician whose decision shall be final and binding on the parties. The expense of the third physician's opinion shall be split 50/50 by the Employer and the employee, if not covered by the employee's insurance.

ARTICLE XXX  
DURATION

30.1: Termination. This Agreement shall be deemed to have become effective the 1st day of January, 1998 and shall remain in force and effect up to and including December 31, 2000.

30.2: Extension. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, or, to the extent any employees may not be eligible for 1969 PA 312 Arbitration, to impasse.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 15<sup>th</sup> day of September, 1995.

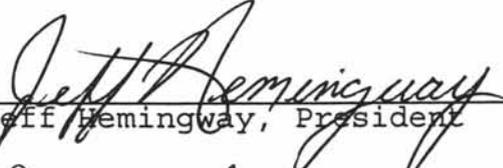
POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

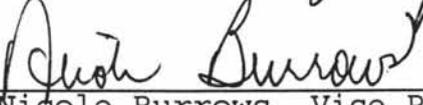
  
Patrick J. Spidell  
Business Agent

BENZIE COUNTY SHERIFF

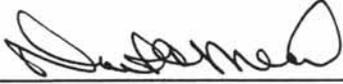
  
Vance Bates, Sheriff

BENZIE COUNTY DEPUTY SHERIFFS  
ASSOCIATION

  
Jeff Hemingway, President

  
Nicole Burrows, Vice President

BENZIE COUNTY BOARD OF  
COMMISSIONERS



  
Ted Rineer, Secretary

  
(Cathy) Mary Reed, Treasurer



# POLICE OFFICERS ASSOCIATION OF MICHIGAN

27056 Joy Road • Redford, MI 48239-1949

LETTER OF UNDERSTANDING  
BETWEEN  
BENZIE COUNTY  
AND  
BENZIE COUNTY SHERIFF  
AND  
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Telephone (313) 937-9000  
FAX (313) 937-9165  
Voice Mail Extension

Re: Article XXV, Section 25.4  
Weapons Training

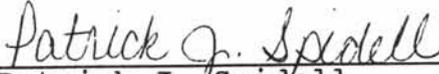
It is agreed that the agreement between the Board of Commissioners and Sheriff for the County of Benzie and the Police Officers Association of Michigan, effective January 1, 1998 through December 21, 2000, shall be amended to read:

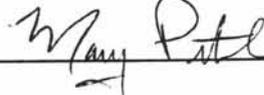
25.4: Weapons Training. The Sheriff or his designee will schedule at least one (1) paid weapons and/or firearms training session annually. Additionally six (6) or less firearms training sessions will be scheduled throughout the year, weather permitting. Ammunition will be furnished.

This amendment replaces the previous section on weapons training (25.4) in the collective bargaining agreement.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

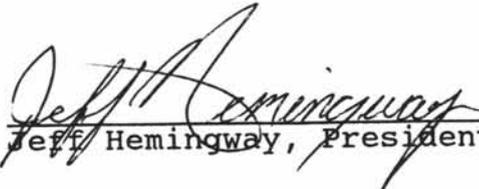
COUNTY OF BENZIE

  
Patrick J. Spidell  
Business Agent

  
Mary Patel

BENZIE DSA

SHERIFF OF BENZIE

  
Jeff Hemingway, President

  
Vance Bates, Sheriff

Dated: 1-29-99