

64410

12/31/2003

Old Business No. 2

cc: D Benda
J Reder
R Busch

July 11, 2000

To the Honorable Chairman and
Members of the Board of Commissioners

Ladies and Gentlemen:

I recommend that the Board of Commissioners approve the attached Agreement between the County of Midland, the Sheriff and the Police Officers Association of Michigan that was reached on June 21, 2000.

Respectfully submitted,

Rose Marie McQuaid

Rose Marie McQuaid
County Commissioner
District No. 9

Motion by Commissioner McQuaid to adopt the Agreement.

Motion carried by roll call.

ATTESTED *Karen A. Holcomb*
Karen A. Holcomb, County Clerk
and Clerk of the Midland County
Board of Commissioners
Dated: July 11, 2000

Midland County

12/31/2003

67710

A G R E E M E N T

between the

MIDLAND COUNTY SHERIFF

the

MIDLAND COUNTY BOARD OF COMMISSIONERS

and the

POLICE OFFICERS ASSOCIATION OF MICHIGAN

January 1, 1999 to December 31, 2003

Midland County

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ARTICLE I

AGREEMENT

1.1 THIS AGREEMENT, entered into this _____ day of _____, between the MIDLAND COUNTY BOARD OF COMMISSIONERS, a Michigan County, and the MIDLAND COUNTY SHERIFF, as joint employers, hereinafter referred to as "Employer," or "County" or "Sheriff", and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as "Association".

1.2 The County and the Sheriff each mutually agree to enter into this Agreement with the Association for and in consideration of the mutual promises each respectively made by and with the Association.

1.3 Wherever in this Agreement the term "men" or its related pronoun appears, either as a word or as a part of a word, it is meant in its generic sense and shall include both males and females.

ARTICLE II

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Association, employees and the citizens of the County of Midland, Michigan.

ARTICLE III

RECOGNITION

3.1 Pursuant to and in accordance with Sections 26 and 27 of Act 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of the Public Acts of 1947, as amended, the County and the Sheriff hereby recognize the Police Officers Association of Michigan as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all regular full-time and part-time Patrol Deputies, Court Security Deputies, Corrections Deputies, Corrections Shift Leaders, Detectives, Animal Control employees, Cooks, Records Clerk Typists, Secretaries, Records Clerks, Records Clerk II, and Kennel Maintenance employees employed by the Midland County Sheriff's Office and Animal Control Department; but excluding the Sheriff, Undersheriff, Captains, Lieutenants, Chief Jail Administrator, Assistant Jail Administrator, Sergeants, Supervisors, temporary employees, reserve deputies, and all other employees.

3.2 Unless these actions are authorized under state and federal law:

a. The Employer agrees and shall cause its designated agents not to aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or to make any agreement with any such group or organization for the purpose of undermining the Association or otherwise.

b. The Employer further agrees to prohibit any collective bargaining with anyone other than Midland County Sheriff Office Employees' Association on behalf of members of this bargaining unit.

ARTICLE IV

REPRESENTATION

4.1 The names of the Association's Bargaining Committee Members and Officers shall be furnished to the Sheriff and the County's Director of Personnel.

4.2 The Association's Bargaining Committee shall be allowed time off with pay during regularly scheduled working hours for negotiations and/or conferences with the County and/or Sheriff, and the investigation and settling of grievances, without any requirement that said time be made up; provided, however, that such time off with pay shall not extend to more than three (3) Association Bargaining Committee members per session in the case of negotiations and conferences. One Committee Member or, with the concurrence of the Sheriff, two Committee Members, may participate in the investigation of grievances.

4.3 The President of the Association or his representative may attend meetings of the County's Board of Commissioners while on duty, with the permission of the Sheriff.

ARTICLE V

NONDISCRIMINATION

5.1 The provisions of this Agreement shall be applied fairly and equally to all employees in the bargaining unit without favor or discrimination because of age, sex, marital status, race, color, creed, national origin, religious beliefs, handicap, political affiliation or Association membership.

5.2 The Employer agrees that there shall be no discrimination, interference, restraint or coercion by any of its agents or servants, on behalf of or against any employees because of membership in the Association.

5.3 No supervisor or representative of the Employer shall discriminate against any employee because he has formed, joined or chosen to be represented by the Association or because he has given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the Association recognized under the terms of this Agreement.

ARTICLE VI

ASSOCIATION MEMBERSHIP - AGENCY SHOP

6.1 As a condition of employment, all employees in the bargaining unit shall within 30 days of the effective date of this Agreement or within 30 days of their date of hire, whichever is later, become members of the Association, or, in the alternative, pay to the Association a monthly service fee in an amount equal to the cost of representation or an amount equal to dues uniformly required for membership, whichever is lesser.

6.2 An employee shall be deemed to be in compliance with this Article so long as he is not more than 30 days in arrears in payment of dues or service fees.

6.3 An employee who has failed to comply with 6.1 above shall be terminated provided the following pre-termination procedure has been adhered to:

a. The Association shall notify the employee by certified mail explaining that he is delinquent in not tendering required membership dues or service fees, specifying the current amount of the delinquency, the period of delinquency and warning the employee that unless delinquent membership dues or service fees are tendered within 30 calendar days of such notice, he shall be reported to the County and Sheriff for dismissal.

b. If the employee fails to comply, the Association shall give a copy of the letter sent to the employee and the following written notice to the Sheriff and the County's Director of Personnel at the end of the 30 day period set forth in paragraph a. above:

The Association certifies that (name of employee) has failed to tender either the Association membership dues or service fees required as a condition of employment under the Collective Bargaining Agreement and demands that, under the terms of said Agreement, his employment be terminated.

A copy of such notice shall at the same time be sent by the Association to the employee via certified U.S. Mail.

c. Within 10 working days of receipt of such notice the Sheriff shall communicate the Association's request for termination to the employee and advise such employee that he must present proof of payment of all back membership dues or service fees owed the Association within 10 working days of mailing of said notice by the Sheriff (unless otherwise extended by the Association and the Sheriff) or he shall be deemed to have refused to make said payment and shall be terminated.

d. If the employee fails to present proof of payment as herein provided, the Sheriff, or his designees, shall terminate the employee.

6.4 The County agrees to deduct all Association membership dues, initiation fees and service fees from the wages of any employee who, on the standard form provided by the County, individually and voluntarily, gives the County written authorization to make said deductions. The written authorization for the deduction of Association initiation fees, dues and service fees shall remain in full force and effect until it is withdrawn, in writing, by the employee or until the employee's termination of employment, whichever is sooner.

6.5 While the Association shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them, the County agrees to turn over to the Association those monies deducted as herein provided as soon as possible after the first pay of each month. The County or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Association's last known address, the County and its officers and employees shall be released from all liability to the employee and to the Association under such assignments.

6.6 All dues, initiation fees and service fees shall be authorized, levied, and certified in accordance with the constitution and bylaws of the Association. Each employee and the Association hereby authorizes the County to rely upon and to

honor certifications by the Association regarding the amounts to be deducted.

6.7 Payroll deductions shall become effective at the time a properly executed authorization is given to the County and deductions shall be taken from the first pay of each month, commencing with the month following the month in which the authorization is submitted to the County.

6.8 Each remittance by the County to the Association shall be accompanied by a list setting forth the names of all new hires and separations from the bargaining unit, the names of all current employees for whom dues, initiation fees, and service fees have been deducted, the amount deducted and the names of any current employees who have withdrawn their payroll deduction authorizations during the previous month.

6.9 The Association agrees to indemnify, protect and save harmless the County and the Sheriff, from any and all claims, demands costs, suits, judgments, or other forms of liability, including attorneys fees, incurred by reason of action taken or not taken by the County and/or the Sheriff for the purpose of complying with the provisions of this Article.

ARTICLE VII

ASSOCIATION BULLETIN BOARDS

The Sheriff agrees to provide the Association with adequate space on existing bulletin boards at such locations as shall be agreed to between the Association and the Sheriff, for posting notices of Association recreational and social affairs, elections, appointments and related business matters.

ARTICLE VIII

SPECIAL CONFERENCES

The parties may meet in special conference for the purpose of considering matters of mutual interest during the term of this Agreement. Any matters discussed or any action taken pursuant to a special conference shall not change or alter any of the provisions of this Agreement, or the rights of the Sheriff, the County or the Association, except as they may otherwise expressly agree in writing.

ARTICLE IX

ASSOCIATION MEETINGS

The Association may schedule and conduct membership meetings in the Sheriff's Office. Such meetings shall be limited to employees who are off duty, and shall not disrupt the work of on-duty employees or the efficient operation of the Office. On duty employees may attend meetings on County property with the permission of the Sheriff, or in his absence, his designee.

ARTICLE X

RECORDS AND INFORMATION

10.1 This Agreement shall be printed at the expense of the County and a copy shall be provided to the Association, employees, and the supervisors of said employees. The County shall also provide the Association, upon its reasonable request, with a copy of all insurance policies referenced in this Agreement.

10.2 All public records, reports and other information pertaining to a pending specific grievance or specific item in negotiations shall be made available to the Association.

ARTICLE XI

PERSONNEL RECORD

11.1 Employees shall have the right to examine, obtain a copy of, and attach explanatory statements to any documents in their own personnel records, as provided under Bullard-Plawecki Employee Right to Know Act, Act No. 397 of the Public Acts of 1978.

11.2 No material derogatory to an employee (i.e., complaints, disciplinary notice and performance evaluations) shall be placed in the employee's personnel record unless a copy of same is provided to the employee.

ARTICLE XII

POLITICAL ACTIVITY

Employees shall have the right to participate in political activity while off duty, out of uniform and off the premises of the Sheriff Office as any other citizen.

ARTICLE XIII

NEW CLASSIFICATIONS

Salary rates for new bargaining unit classifications created during the term of this Agreement are subject to negotiation. If an agreement cannot be reached, the matter may be referred to arbitration (Step 3) under the Grievance Procedure herein provided.

ARTICLE XIV

MISCELLANEOUS RESPONSIBILITIES

14.1 The Sheriff agrees that there will be a shift supervisor of the rank of Sergeant or above on duty at all times.

14.2 The shift supervisor shall not work the duties of a patrolman during any overtime hours, except in those instances where there is no patrolman available or when a complete shift has been called in.

14.3 Deputies assigned to the road patrol of the Midland County Sheriff's Office may double up between the hours of 12:30 a.m. to 6:30 a.m. The Sheriff has the right during emergency situations or special assignments to assign deputies to single patrol units during the above mentioned hours.

ARTICLE XV

TEMPORARY TRANSFERS FROM THE SHERIFF'S OFFICE

15.1 The Association recognizes the need from time to time for employees in the bargaining unit to be temporarily assigned to departments or agencies outside of the Sheriff's Office. It is agreed that the employee will continue to be a member of the bargaining unit and receive all benefits under the Agreement and continue to accumulate seniority during the absence from the Sheriff's Office.

15.2 Assignments outside the Sheriff's Office shall be with the employee's consent.

ARTICLE XVI

SAFETY CLAUSE

16.1 The parties agree that there will be a safety committee comprised of two supervisors from outside the bargaining unit and two employees in the bargaining unit. The Sheriff and County will select the two supervisors and the Association will select the two employees. The members of the committee will serve for a period of one year beginning on January 1 of each year. The committee will select a Chairman and Secretary and the attendance of three members at a meeting will constitute a quorum. The committee shall meet upon request of either the Association or the County and Sheriff but in no event more frequently than once a month, except as otherwise agreed by the Association and the County and Sheriff. The minutes of the meeting shall be maintained by the Secretary of the Committee and a copy of the minutes shall be furnished to the County, the Sheriff and the Association within ten days after each meeting. The committee will discuss and recommend safety procedures pertaining to the Midland County Sheriff and Animal Control Offices. Suggestions for additional safety equipment must be given to the Sheriff and County in writing.

16.2 If a vehicle should be determined by the Shift Commander to be defective or unsafe for use during any tour of duty, no employee shall be required to operate such vehicle until the same has been cleared by a mechanic as fit and safety for the road.

ARTICLE XVII

SENIORITY

17.1 The Sheriff agrees that new employees hired into the unit on a full-time basis shall be considered as probationary employees for the first twelve months of their employment. The probationary period may be extended six months by mutual consent of the Sheriff and the employee's immediate supervisor in writing. This written notice has to be given to the employee and to the Association before the twelve months is up. A person who has completed twelve months of continuous service with the Sheriff's Office who has not been given a written extension shall be considered to have successfully passed the probation.

17.2 A probationary employee's job performance shall be periodically evaluated in writing by his supervisor. When an employee successfully completes probation, he shall be entered on the seniority list of the department and shall rank for seniority from his last date of hire in the department. There shall be no seniority among probationary employees.

17.3 The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment as set forth in this Agreement. The decision to discipline, discharge, or layoff an probationary employee and the decision as to whether or not an employee successfully completes probation, shall vest exclusively in the Sheriff and/or the County and shall not be subject to review under the grievance and arbitration procedures of this Agreement.

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

17.5 An employee shall lose his seniority and his name shall be removed from the payroll for the following reasons:

a. He quits, retires or is discharged and the discharge is not reversed in the grievance procedure.

b. He is absent for three consecutive working days without notifying his immediate supervisor or the Sheriff. (In proper cases, exception shall be made upon the employee's producing convincing proof of his inability to give such notice.) After such absence, the employee's Department Head or the Sheriff will send written notification to the employee at his last known address informing him that because of his unexcused absence he has voluntarily quit and is no longer in the employment of the Sheriff and/or County.

c. If he does not notify the immediate supervisor or the Sheriff within three working days after receipt of notification to return to work after layoff, as to the date when he will return, which must be within two weeks after the delivery of such notice to his last known address.

d. Failure to return from leave and leaves of absence will be treated the same as (b) above.

e. If he is laid off for a continuous period equivalent to his seniority or three years, whichever is lesser.

17.6 The County's Personnel Department shall prepare and maintain a seniority list for each office and/or department which shall include the employee's name, job title, and last date of hire in the office.

ARTICLE XVIII

LAYOFF, RECALL AND BUMPING

18.1 The term "layoff" shall be defined as a reduction in the working force.

18.2 In the event of a layoff, probationary part-time and temporary employees in the classification and department in which the layoff is to occur shall be laid off first, in any order, provided the remaining seniority employees are qualified and able to perform the available work as scheduled. Thereafter, seniority employees in the classification and department in which the layoff is to occur shall be laid off on the basis of seniority, least senior first, provided the remaining seniority employees are qualified and able to perform the available work as scheduled.

18.3 A seniority employee who is displaced from his own classification may exercise his seniority to displace the least senior employee in an equal or the next lower rated classification within his own department in which he is qualified and able to perform the work of the employee to be displaced.

18.4 Sheriff's Office employees who transfer out, are promoted, and/or accept a Sheriff appointment to positions excluded from this bargaining unit, shall retain their classification and freeze their classification seniority earned prior to the time of leaving this bargaining unit. In the event of their layoff or demotion from the Command Officers' unit or removal (voluntary or involuntary) from a Sheriff appointed position, said Sheriff's Office employees may exercise their right to return to the classification held prior to leaving this bargaining unit. However, no bargaining unit member shall be displaced by a returning employee to this bargaining unit.

18.5 Employees to be laid off for an indefinite period of time will receive at least seven calendar days' written notice of layoff. The Association shall receive a list from the County's Director of Personnel of the employees being laid off on the same date the notices are issued to the employees.

18.6 When the work force is increased after a

layoff, seniority employees will be recalled in order of seniority by classification and department, most senior first, provided the employee to be recalled is qualified and able to perform the available work as scheduled. Notice of recall may be by telephone, confirmed by certified mail to the employee's last known address, with a copy to the Association. Employees will be granted up to ten working days to return to work, upon request of the employee.

ARTICLE XIX

JOB POSTING

Regular position vacancies shall be posted for a period of seven days. A seniority employee on vacation throughout the seven calendar day posting period shall be afforded an opportunity to bid on the position upon return to duty.

ARTICLE XX

PROMOTION TO RANK POSITIONS

20.1 Rank positions within the bargaining unit are Corrections Officer Shift Leader and Detective. There shall be no new ranks created in this bargaining unit above these ranks.

20.2 When an employee holding a rank position is absent from his position for a period of two months or more and the Sheriff elects to fill the position on a regular basis pending the employee's return, the position shall be posted as a temporary vacancy.

20.3 Promotions to regular full-time rank position vacancies shall be made on a competitive basis. To be considered for promotion an employee shall possess the minimum qualifications, experience, knowledge and ability to perform all duties and responsibilities of the position.

20.4 To be eligible to apply for promotion to the rank of Detective, an employee must have four years seniority with the Sheriff's Office or attains four years seniority during the duration of the eligibility list. Promotion determinations shall also be made with consideration given to the employee's:

- a. Written examination results
- b. Oral board interview
- c. Seniority
- d. Time in grade
- e. Past performance evaluation (3 years)

Frequency and Notice of Eligibility Exam:

a. The promotional eligibility exam will be given in January of each year unless there is no position vacancy then pending, in which event the Sheriff may defer the examination until the next promotional vacancy arises.

b. The date of the exam shall be posted a minimum of ten days prior to the date it is to be administered.

c. The posting shall contain a general

description of the subject matter covered in the exam.

d. Written and oral examinations shall be based on the classification vacancy to be filled.

Written Examination:

a. A standard or raw score (to be determined by the Personnel Director and announced prior to the test date) of 70% or above shall be required for an employee to pass the written examination.

b. The written examination shall have a weight of 50%.

c. Employees shall be able to review their scored exams.

Oral Board Interview:

a. An oral board shall be comprised of three members, all full-time law enforcement personnel who hold a rank above Sergeant and who are not associated with the Midland County Sheriff's Office. The oral board members shall be appointed by the Sheriff.

b. The oral board members shall not be informed of the competitor's written score.

c. The lowest of the three oral board scores shall be dropped from final tabulations. The competitor, upon request, shall be allowed to receive his own oral board score within 30 days of computation of all competitors' scores.

d. The oral board interview shall have a weight of 30%.

Seniority:

a. Each competitor shall receive 1.0% for each year of seniority up to a maximum of 20% for 20 years' seniority.

b. The employee's seniority shall have a weight of 20%.

Selection:

a. The Sheriff shall make his selection from the top five qualified candidates.

Eligibility List:

Candidates who have passed the written exam and have taken the oral board shall be placed on an eligibility list for a period of one year, or until a new eligibility list is established.

20.5 An employee who is promoted shall be on probation for a period of six months to prove his ability. The Sheriff may extend the probation for a period of up to six months. During probation, an employee may transfer back to the classification he held prior to the promotion, without loss of seniority and at his former rate of pay.

20.6 The Sheriff will fill position vacancies within sixty (60) days of posting. Extensions beyond sixty (60) days shall be subject to the approval of the Association, which approval shall not be unreasonably withheld.

ARTICLE XXI

GRIEVANCE PROCEDURE

21.1 A grievance is a claim that there has been a misinterpretation or misapplication of the provisions of this Agreement.

21.2 The following procedure is to be observed in the settlement of grievances:

Step 1: Any employee having a grievance shall discuss the matter with his immediate supervisor within 15 calendar days of the date he first becomes aware, or reasonably should have become aware, of its occurrence.

Step 2: If Step 1 does not effect settlement, within three calendar days of the meeting with the supervisor the grievance shall be reduced to writing and signed by the aggrieved employee, and a copy given to the Sheriff and the County's Director of Personnel or their authorized designees. The Sheriff and the Director of Personnel shall meet with the aggrieved employee and the Steward within ten calendar days of receipt of the written grievance to try to resolve the matter.

Step 3: If Step 2 does not effect settlement, the Association shall have the right to submit the matter for decision of an impartial arbitrator provided that the Association shall file a Demand for Arbitration with the American Arbitration Association no later than 15 calendar days after receipt of the Step II answer, with a copy to the Sheriff and the County's Director of Personnel. Selection of the arbitrator and the arbitration process shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The fees and approved expenses of the arbitrator shall be borne equally by the County and the Association. Each party shall be responsible for compensating its own representatives and witnesses. The arbitrator's decision, when made in accordance with his jurisdiction

and authority established by this Agreement, shall be final and binding upon the Sheriff, the County, the Association and the employee's involved.

Any arbitrator selected or appointed under this paragraph shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance before him, but he shall have no jurisdiction or authority to add to, subtract from, alter, modify or amend in any way the provisions of this Agreement, nor shall he substitute his discretion for that of the County, the Sheriff, or the Association where such discretion has been retained by said parties, nor shall he exercise any responsibility or functions of the Employers or the Association. If the grievance concerns matters not within the arbitrator's jurisdiction, it shall be returned to the parties without decision.

21.3 Any grievance not initiated within the time limits herein provided shall be barred. If any grievance is not appealed within the time limits herein provided, the County's and/or Sheriff's last answer to the grievance shall be considered final and shall not be subject to further appeal.

21.4 In all steps of the grievance procedure described above, either the Sheriff, the County or the Association shall have the right to specify that the aggrieved employee or his or her supervisor be called in to discuss the details of the grievance in the presence of the proper representatives of the parties.

21.5 All time limits herein set forth may be extended by mutual agreement.

21.6 Grievance meetings shall be scheduled at times mutually agreeable to the Association, the County and the Sheriff.

21.7 The resolution of a grievance shall not add to, subtract from or modify the terms of the Agreement, unless done so in writing and approved by the Association, the County,

and the Sheriff. Any agreement on a grievance reached between the Association, the County and the Sheriff shall be binding on the Association, the County, the Sheriff and the employees involved.

ARTICLE XXII

MANAGEMENT RIGHTS

22.1 It is recognized that the County of Midland and the Midland County Sheriff respectively retain the powers, rights, authority and duties conferred upon them by the laws and the Constitution of the State of Michigan.

22.2 The management of the County and the Office of Sheriff, the control of the County's properties, and the right to manage their respective affairs efficiently and economically, is solely the responsibility of the County and the Sheriff.

22.3 All rights, functions, powers and authority which the County and the Sheriff have not specifically abridged, delegated or modified by this Agreement are recognized by the Association as being retained by the County and the Sheriff.

22.4 Except as otherwise limited by the terms of this Agreement, the County and the Sheriff shall possess, by way of illustration and not by way of limitation, the following management rights:

a. The right to determine the number and location of facilities.

b. The right to determine the work to be performed within the unit.

c. The right to determine the amount of supervision to be provided.

d. The right to determine all matters related to the selection, procurement, design, engineering and control of tools, equipment and material.

e. The right to prescribe schedules of work.

f. The right to determine the number of employees assigned to each job classification.

g. The right to purchase services from others excluding personnel for regular full-time patrol and correction duties.

h. The right to relieve employees from duty.

i. The right to enforce reasonable rules and regulations.

j. The right to prescribe and assign duties.

k. The right to discipline and discharge seniority employees for just cause.

ARTICLE XXIII

DETECTIVE BUREAU

23.1 The County and the Sheriff agree that within the Midland County Sheriff's Office there may be an investigative unit referred to as the Detective Bureau.

23.2 The Sheriff agrees that Detectives shall conduct criminal investigations assigned to the Detective Bureau.

23.3 Detectives will receive a full clothing allowance and laundry rights as provided in Article XXXIX.

ARTICLE XXIV

DIVING TEAM

24.1 Each employee who has made himself available to and been accepted by the Sheriff for diving, shall participate in six to eight hours of proficiency training seven times per year. Such training may be conducted during or in place of the employee's regular work hours. The dates and duration of such proficiency training as herein provided shall be determined by the Sheriff.

24.2 Travel time to and from the diving site shall be compensated at the employee's regular straight time rate of pay. Divers shall receive double time while diving and while actually engaged in body or evidence recovery work. When actually engaged in such work under ice, divers shall receive triple time.

ARTICLE XXV

HOURS OF WORK AND OVERTIME

25.1 A work week for all employees is based on an average of 80 hours per pay period and an average of 2,080 hours per year. The salary and hourly rate for all employees is based on a standard work year of 2,080 hours.

25.2 Office employees may have staggered shifts if they so desire, which shifts may start at 6:00 a.m. and terminate by 8:00 p.m., so long as there is sufficient personnel to efficiently operate the office from 8:00 a.m. to 5:00 p.m., Monday through Friday. Within the guidelines set forth herein and with the approval of the Sheriff, office employees shall select their work hours by seniority and shall be allowed two ten minute breaks, one in the morning and one in the afternoon.

25.3 The standard hours of work for Animal Control employees shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, including a one hour unpaid lunch period. Animal Control employees shall clean the kennels and feed the animals on Saturday and Sunday on an alternating basis according to a schedule established by the Sheriff.

Any time an Animal Control employee is called in to duty between the hours of 5:00 p.m. and 11:00 p.m., he shall receive time and one-half for actual hours worked but not less than three hours pay at his straight time rate. If the officer is called in between the hours of 11:00 p.m. and 6:00 a.m., or while he is on leave, he shall receive pay at time and one-half for actual hours worked but not less than the equivalent of four hours at his straight time rate.

25.4 All employees regularly assigned a twelve hour work shift shall be allowed a paid forty-five minute lunch period. Employees shall be subject to call and assignment during the lunch period.

25.5 Twelve hour shift assignments shall be subject to the following terms and conditions:

- a. Employees assigned twelve hour shifts

shall have four days on and four days off, with each employee on the twelve hour shift receiving one additional day off every six weeks which shall be scheduled for either the first or last day of the employee's four day work period.

b. The regular day shift shall commence between the hours of 6:30 a.m. and 8:30 a.m., as may be established from time to time by the Sheriff, and shall terminate twelve hours after commencement.

c. The regular night shift shall commence between the hours of 6:30 p.m. and 8:30 p.m., as may be established from time to time by the Sheriff, and shall terminate twelve hours after commencement.

d. The parties agree that employees shall be assigned non-rotating shifts. Initial shift selections were made on the basis of seniority. Notwithstanding the above, the parties agree that the Sheriff shall retain the right to change any employee's shift assignment at any time.

25.6 Detective Bureau employees shall regularly work as nearly as possible a balanced 40-hour work week. Overtime is to be computed weekly and not daily.

25.7 The Sheriff agrees that he will not change work schedules or work days to avoid the payment of overtime, except as noted in Section 25.6.

25.8 The County agrees that time and one-half shall be paid for off-duty hours an employee is required to be in court. A minimum of three hours pay at the employee's straight time hourly rate shall be guaranteed for each such appearance. The employee shall turn over to the County all witness and mileage fees received.

25.9 Overtime shall be distributed as equally as possible in the classification where the overtime occurs. Overtime sheets shall be posted bi-weekly

25.10 The Association shall cooperate with the Sheriff and County in controlling and reducing overtime to a minimum.

25.11 When an employee is required to return to work outside of his regularly scheduled hours, he shall receive a minimum of three (3) hours pay. This provision shall not apply to overtime when holding over on a job or being called in early.

ARTICLE XXVI

SHIFT PREMIUM

26.1 The County shall pay a shift premium to those employees who are regularly assigned to work the 6:30 p.m. to 6:30 a.m. twelve hour shift in the Sheriff's Office. The shift premium shall be:

January 1, 1999 - \$100.00/month
January 1, 2000 - \$110.00/month
January 1, 2001 - \$115.00/month
January 1, 2002 - \$120.00/month
January 1, 2003 - \$125.00/month

26.2 A shift premium shall not be payable to any persons who are temporarily assigned to the shift referenced in 26.1 above, for purposes of overtime, replacing other personnel or meeting other short-term staffing needs in the Sheriff's Office, nor shall it be payable to any persons who may be assigned a work shift that overlaps only part of the above referenced hours.

26.3 The shift premium for the preceding month will be paid on the first regular pay day each month.

26.4 In the event the Sheriff shall modify shift schedules in a manner which results in an employee working a shift, a majority of which falls between 6:30 p.m. to 6:30 a.m., such employee shall be entitled to the above-referenced shift premium.

ARTICLE XXVII

WAGES

27.1 The base salaries for employees covered herein shall be as set forth as Attachments which are attached hereto and made a part of this Agreement and shall reflect an increase of:

January 1, 1999 - 2.0%
January 1, 2000 - 3.0%
January 1, 2001 - 3.0%
January 1, 2002 - 3.0%
January 1, 2003 - 3.0%

27.2 When an employee works in a higher rated classification for four (4) or more consecutive hours, he will receive the next step-up rate of pay in the higher rated classification for all hours worked.

27.3 In addition to the base salary shown in Appendix "C", Cooks shall receive thirty (\$30.00) per month in lieu of shift premium for the duration of this Agreement.

27.4 The Sheriff shall have the right to place new Patrol Deputies and Corrections Deputies at the Step 1 rate at any time prior to their completion of one (1) year of service. The date of their next and subsequent step increases shall be the anniversary of this adjustment.

27.5 Jail Transport and Court Security positions shall be paid \$1,000.00 above Corrections Deputies effective January 1, 1999. The open POAM grievance #99-626 is withdrawn with the understanding by all parties that the Sheriff may use any of the above positions interchangeably.

27.6 Effective January 1, 1999, there shall be a premium of \$.75 per hour for the DARE Deputy and Field Training Deputy when assigned a trainee.

27.7 Effective January 1, 1999 the Cooks salary schedule shall be adjusted by \$3,000.00 at the start step. The remaining steps shall be adjusted by \$2,000.00.

27.8 Effective January 1, 1999 a detective shall
be compensated \$1,000.00 above Patrol Deputy annually.

ARTICLE XXVIII

EMPLOYEE HOSPITALIZATION INSURANCE

28.1 Effective upon ratification of this Agreement by the parties, the employee shall pay 4.5% of the premium cost of Blue Cross/Blue Shield MVF-1, hospital, medical, surgical insurance, including the master medical option 1 (excluding drugs COB-3, exact fill), FAE-RC, SD, DC, D45, OPC, ML, SAT-2, SOT-PE, GLE-1, PCES-2, predetermination for non-emergency hospital admissions, second surgical opinion and \$10.00 co-pay Preferred PDP (MAC) program riders, or their equivalent, for the employee and the employee's spouse and dependents (as defined in the County's insurance plan with its carrier). The County shall continue to pay the premium for such coverage for the employee, spouse and eligible dependents during any period the employee is disabled through service connected injuries.

28.2 Effective as soon as possible after the ratification of this agreement by the parties, the employer shall provide dental and optical coverage the same as currently provided to non-union employees.

28.3 Employees shall have the opportunity to join an HMO or PPO with the provision that if an employee chooses the HMO or PPO, the 4.5% employee premium contribution will be waived. If the premium for the HMO or PPO should ever exceed the premium for the Traditional plan, this section shall not apply. The employee may continue in the HMO or PPO by paying the difference.

28.4 Employees who elect to opt out of the health insurance plan shall receive payments of \$100.00 per month if they can provide evidence of health insurance elsewhere.

ARTICLE XXIX

RETIREE HEALTH CARE

29.1 Effective upon ratification of this Agreement by the parties, the County shall provide health care for retirees and retiree spouses in accordance with the following provisions:

The County will pay the cost of Blue Cross/Blue Shield MVF-1, hospital, medical, surgical insurance with the following riders for the retiree only:

- D45NM HOSPITAL DAYS OF CARE - 365 days for general conditions - 45 days for mental conditions - 45 days for pulmonary tuberculosis.
- CC CONVALESCENT CARE - 730 days for general conditions in an approved convalescent facility - mental conditions covered with certain limitations - each day of general hospital care reduces convalescent care by two days.
- FAERC EMERGENCY FIRST AID - Reasonable charge for initial examination and treatment of accidental injuries and medical emergency.
- ASFP AMBULATORY SURGICAL FACILITY PROGRAM - Outpatient surgery benefits in an approved freestanding facility, when the use of extensive hospital facilities and support systems are not required.
- ML WAIVER OF MEMBER LIABILITY - Waives the member liability of \$5.00 or 10 percent (whichever is greater) of the physicians reasonable charge for: diagnostic laboratory, radiology, pathology, and EKG's.

MASTER MEDICAL OPTION I WITH PRESCRIPTION DRUGS

At age 65, the retiree must also enroll in Part B of

the Medicare Program. The County will thereafter pay the cost of Blue Cross and Blue Shield Master Medical Programs' Complimentary Coverage Option I or its equivalent coverage.

The County shall also allow the retiree to include in its group coverage the retiree's spouse in accordance with the following provisions:

The County shall begin to immediately pre-fund the Retiree Health Care Program by establishing a separate fund called the "Retiree Health Care Fund" that will be used for the purpose of paying Retiree Health Care Premiums. The County shall annually budget sufficient funds, to contribute to the Retiree Health Care Fund, based upon the actuarially determined amount to be reserved for the future cost of Retiree Health Care Premiums.

A retiree's spouse who is covered by health care benefits from the spouse's employer, shall not be allowed to participate in the County sponsored Retiree Health Care Program.

A retiree and spouse shall be allowed to participate in the Retiree Health Care Program benefit provided they meet the following requirements:

The recipient must be an active retiree of the County and must be receiving monthly retirement benefits pursuant to the County Retirement Plan.

Beneficiaries of retirees shall be allowed to continue to receive health care benefits as long as the named beneficiary is covered by the retiree's health care plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.

Dependent children of the retiree are eligible for continued health care coverage after the retiree's death, provided the dependent children were enrolled in the retiree's health care plan at the time of the retiree's death and continue as dependents under the surviving spouse who is the named beneficiary of the retiree who is receiving the deceased

retiree's retirement allowance. In the event a dependent child is the named beneficiary and continues to receive the deceased retiree's retirement allowance, and is also enrolled in the retiree's health care plan at the time of the retiree's death, the dependent child shall continue to receive health care coverage through the end of the year in which the dependent child reaches age 19 and age 25 if they are enrolled in a university.

An employee who is eligible for retirement, regardless of age or years of service, shall be entitled to Retiree Health Care Benefits for the employee and their spouse. The County shall pay 100% of the health care premiums for the retiree and 50% of the premium for retiree spouses and eligible sponsored dependents and the employee shall pay 50% of the difference.

The County shall pay an additional 5% of the retiree spouses and eligible sponsored dependent's health care premiums for each year of service in excess of 10 years of service for Retiree Health Care.

Definition of years of service for Retiree Health Care is defined as the years of service used to compute the retiree's annual retirement allowance.

Employees shall contribute 3.5% toward the Retiree Health Care Fund, to be deposited into the "Retiree Health Care Fund" to assist in the funding of future health care benefits for the retiree and their spouse:

Any member of the bargaining unit, who upon retirement chooses, for any reason, not to participate in the spousal health insurance or is not eligible to participate in the spousal health insurance program, shall have the amount contributed by the employee, refunded to the employee. All refunds shall include the entire amount paid by the employee plus interest at the rate the County receives same.

29.2 The County shall pay the premium cost of the coverage referred in Section 29.1 above for the widow or widower and dependents of any Sheriff's Office employee killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment; provided, however, such

obligation to pay premiums shall cease as to the widow or widower in the event she/he remarries and as to the dependents at such time as they are no longer eligible for coverage as provided in Section 29.1 above.

29.3 Further, the County shall pay on behalf of the widow or widower and dependents of an employee, the premium cost of the coverage referenced in Section 29.1 above for a period of six months following the death of an employee who is killed by a non-job related accident or dies from natural causes.

ARTICLE XXX

LIABILITY INSURANCE

30.1 The County shall provide at no cost to the employee a policy of liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the employee arising out of the performance in good faith of official duties of such employee. Such liability insurance shall protect the employee where he might become legally obligated to pay damages because of:

- a. False arrest, detention or imprisonment, or malicious prosecution.
- b. Libel, slander, or defamation of character.
- c. Invasion of privacy, wrongful eviction or wrongful entry.
- d. Assault and battery pursuant to, during and after arrest.

30.2 For the purpose of this section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the employee or to the Sheriff's Office under whose authority the employee is acting, whether or not there is negligence in the doing of such acts. Employees will be covered while engaged in enforcing the law beyond normal duty hours. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this section.

30.3 The coverage provided by such insurance shall be in an amount not less than \$500,000 for each person or an aggregate of \$1,000,000 and shall include the costs of defense including attorney fees.

ARTICLE XXXI

LIFE INSURANCE

The County shall pay the full premium cost of group term life insurance providing coverage to each employee in the amount of \$25,000 and providing an accidental death and dismemberment endorsement having a double indemnity provision in the amount of \$25,000.

Employee may purchase additional life insurance in increments of \$10,000 through the County at the County's rate subject to the requirements of the insurance company.

ARTICLE XXXII

ON DUTY INJURY PLAN

32.1 The County agrees to process a claim for Workers' Compensation as provided for by the Michigan Workers' Compensation Act for an employee injured during the performance of his duties.

32.2 In addition to Workers' Compensation benefits, the County agrees to pay an employee who is injured during the performance of his duties, the difference between the weekly benefits he received under Workers' Compensation and the amount of his net weekly base pay (i.e., less payroll withholding taxes, overtime, shift premium, longevity pay, etc.) for the period he is disabled and unable to return to work or twelve (12) months, whichever is lesser. Further, upon written recommendation of the Sheriff to the Midland County Board of Commissioners, the County may pay such disabled employee the additional payment for an extended period not to exceed six months following the initial twelve month period. No payment shall be made in such instance until such recommendation has been approved by the Midland County Board of Commissioners.

32.3 During the period which the employee is entitled to receive Workers' Compensation payments, the employee shall not be charged for leave to which the employee may otherwise be entitled.

ARTICLE XXXIII

DISABILITY PLANS

Short Term Disability Plan

Waiting Period - 7 calendar days
% of pay - 75% of base pay
Maximum - \$3,000 per month
Maximum Time - 6 months

Long Term Disability Plan

Waiting Period - 6 months
% of pay - 66-2/3% of base pay
Maximum - \$3,000 per month
Maximum Time - 1.5 years

ARTICLE XXXIV

PAID LEAVE

34.1 The County agrees that the leave schedule shall be:

Effective 12/31/94:

| | |
|---|-----------|
| For employees with 1 to 4 years seniority | 196 hours |
| For employees with 5 to 9 years seniority | 236 hours |
| For employees with 10 to 14 years seniority | 268 hours |
| For employees with 15 to 19 years seniority | 292 hours |
| For employees with over 20 years seniority | 308 hours |

Effective For Employees Hired After December 17, 1996:

| | |
|---|-----------|
| For employees with 1 to 4 years seniority | 126 hours |
| For employees with 5 to 9 years seniority | 166 hours |
| For employees with 10 to 14 years seniority | 198 hours |
| For employees with over 15 years seniority | 222 hours |

34.2 An employee is entitled to carry over from one calendar year to the next calendar year up to a maximum of 120 hours of leave; provided that it is scheduled well in advance with the Sheriff and/or department head and does not interfere with the efficient operation of the office concerned. Employees will schedule leaves as far in advance as possible. The Sheriff will have final approval.

34.3 The scheduling of leaves while by seniority is a mutual responsibility of the employee and his supervisor, and in all cases the approval for leaves is the sole responsibility of the supervisor and subject to approval by the Sheriff.

34.4 Miscellaneous leave rules:

a. An employee may use his leave in four (4) hour blocks or six (6) hour blocks; however, if a conflict occurs between an employee wishing to use a partial day's (less than 12 hours) leave and an employee wishing to use a full day's (12 hours) leave, the full day's leave shall have priority.

b. When an employee quits with at least five days' notice, he will be paid for unused leave. When an employee is laid off for lack of work, he may elect to be paid for unused leave.

c. In the event of the death of an employee, all leave due him will be paid in the same manner as for wages due.

d. When an employee retires, he will be paid for all leave due plus the pro rata share of leave earned at the time of retirement.

e. If an employee is discharged for cause or quits without giving five days' notice, no leave pay will be allowed.

f. Leave shall be credited to the employee on January 1 of each year and shall not be prorated except as herein provided.

g. A maximum of two deputies may be off on leave for a shift at one time.

h. Leave benefits for all active employee and inactive employees with seniority upon returning to work will be determined as follows:

(1) Employees off for less than three months are entitled to full leave privileges.

(2) Employees off for more than three, but less than six months, are entitled to full leave privileges after working six months.

(3) Employees off for more than six months are entitled to full earned leave privileges according to the following schedule:

(i) An employee who has worked six months in the year in which he is off, upon return must work six months to qualify for leave.

(ii) An employee who has not worked

six months during the year in which he is off, upon return, must work to the end of the calendar year, and in that period, have worked six months.

(iii) An employee who has not worked six months during the year in which he is off, upon return, if he cannot work six months before the end of the calendar year (not enough work days), will be eligible for leave after working one year in which he has worked six months.

(iv) Employees who have been off work due to illness are entitled to full leave privileges as follows:

* Off less than three months shall be entitled to full leave privileges.

* Off for three months or more but less than six months shall be entitled to full leave privileges upon return to work.

(4) Employees receiving Worker's Compensation benefits will be paid for any unused leave in their first regular paycheck received after February 1 of the following year.

34.5 A leave advance check, not to exceed a two week period, may be issued to an employee upon request prior to the taking of his leave. Such request must be made in writing to the employee's supervisor three weeks prior to the starting date of the employee's leave and presented to the employee's supervisor.

34.6 When an employee has two or more consecutively scheduled work days off on leave, any and all adjacent days off shall be treated as the employee being on leave and unavailable for work.

34.7 No leave shall be earned by an employee during a leave of absence without pay. Upon successful completion of the probationary period, employees shall be credited with leave computed from the commencement of their employment. Probationary employees may use twenty four hours of

leave during their first year of employment subject to the approval of the Sheriff.

34.8 An employee shall be entitled to use his accrued leave days for absences due to bonafide illnesses. Approval of the employee's immediate supervisor shall be required on all requests for such leave. Medical certification will not generally be required to substantiate leave of one working day; however, medical certification or, in lieu thereof, a signed written statement from the employee setting forth the reasons for the leave may be required at the discretion of the Sheriff or his designee for each absence, regardless of the duration, should the Sheriff have reason to believe the employee is abusing leave privileges. False statements concerning the reasons for an absence, or failure to obtain a medical certificate when requested, shall constitute just cause for disciplinary action, up to and including dismissal.

34.9 Leave shall not be allowed in advance of being earned. If an employee has insufficient leave credits to cover a period of absence, no allowance for leave shall be posted in advance or in anticipation of future leave credits. In the absence of applicable leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.

34.10 An employee shall be allowed to use accumulated leave for sickness in the immediate family, upon approval of his immediate supervisor.

34.11 An employee may use leave in increments of two or more hours for medical or dental appointments; however, the Association agrees with the Sheriff and the County that this provision shall not be abused.

ARTICLE XXXV

FUNERAL LEAVE

35.1 In the event of a death in the employee's immediate family (spouse, child, parent, brother, sister, mother-in-law, father-in-law, legal guardian, step-parents, step-brother, step-sister, step-son, step-daughter, and grandparents), the employee shall be excused without loss of pay on the days which he has been scheduled to work during the period from the day of death to the day of the funeral, both inclusive, but not to exceed a total of three (3) days for such absence, as is required to discharge his specific obligation.

35.2 In the event of the death of an employee's close relative (brother-in-law, sister-in-law, daughter-in-law, son-in-law), the employee shall be excused without loss of pay for purposes of attending the funeral, provided such funeral day is one of the employee's normally scheduled work days. Attendance at the funeral of other persons may be approved at the discretion of the Sheriff.

ARTICLE XXXVI

COURT APPEARANCES

36.1 Employees required, whether by the County of Midland or any public agency, to appear before a court or agency on any matters related to their work for Midland County, shall be paid their wages for time necessarily spent for such court appearances after turning over to the County the witness fees received from the court.

ARTICLE XXXVII

JURY DUTY

37.1 On duty employees shall be paid their regular base wages for time necessarily spent in jury service after turning over to the County the payment received from the court.

ARTICLE XXXVIII

HOLIDAY PAY

38.1 The Union will forfeit idle holiday pay in exchange for 32 hours pay in the form of a bonus to be paid annually on the first pay period in December. Such bonus will be added to final average compensation.

- * New Year's Day
- * President's Day
- * Good Friday
- * Memorial Day
- * Independence Day
- * Labor Day
- * Thanksgiving Day
- * Christmas Day

38.2 The period of the holiday for shift employees and those on odd schedules, which cover either Saturday or Sunday, shall commence between 6:30 p.m. to 8:30 p.m. on the day preceding the holiday and end at the same time on the day of the holiday. For all other employees, the period of the holiday shall commence at 8:00 a.m. on the day observed as the holiday and end at 8:00 a.m. on the following day.

38.3 For all employees other than shift employee and those on odd schedules covering either Saturday or Sunday, holidays falling on Sunday shall be observed on the following Monday, and holidays falling on Saturday shall be observed on the preceding Friday.

38.4 When a holiday falls on an employee's regularly scheduled day off, payment for the holiday shall not count as hours worked for purposes of computing overtime.

38.5 To be entitled to holiday pay, the employee, (1) must work if scheduled on the holiday, (2) must work his last scheduled shift immediately preceding the holiday and his first scheduled shift immediately following the holiday (leave shall be considered time worked), and (3) must be on the County's active payroll upon the occurrence of the holiday (e.g. Employees on layoff or unpaid leave of absence shall not be deemed to be on

the County's active payroll. Layoff for the purpose of this paragraph shall mean an employee off work for a period in excess of four (4) working days, the holiday included.)

38.6 An employee who works on any of the holidays designated in Paragraph 38.1 of this Article will receive, in addition to holiday pay as above provided:

a. Time and one-half for all hours worked which fall within his regularly scheduled number of hours of work for that day.

b. Double and one-half time for all hours worked which are in excess of his regularly scheduled number of hours of work for that day.

38.7 For the purposes of determining the pay for an employee who works on a day observed as a holiday which falls on one of his regularly scheduled off days, "regularly scheduled hours of work" shall mean the same hours he was assigned to work on his last regularly scheduled work day immediately preceding the holiday, or day observed in place of the holiday.

ARTICLE XXXIX

UNIFORMS AND EQUIPMENT

39.1 The County agrees to provide uniforms and other articles of clothing which it requires employees to wear when on duty. Detectives will receive a clothing allowance of \$600.00 per year to be paid annually, in lieu of uniforms and other clothing. Payments are to be made in the first pay period of June. Where necessary, dry cleaning and laundering of shirts will be provided for clothing worn exclusively while on duty, including schools and special assignments. Personal clothing that is destroyed and/or damaged to the point it is unserviceable while an officer is engaged in the performance of his duties, shall be replaced by the County with clothing of like quality.

39.2 The County shall provide any equipment which it requires employees to use when on duty, e.g. helmets, night sticks, flashlights, batteries, first aid kits, flares, rain coats, shot guns, rifles, gun racks for patrol cars and ammunition. Individual lockers shall be provided for the storing of clothing and equipment.

39.3 All bargaining unit members certified with a weapon and required by the Sheriff to carry same while on duty, shall be furnished such rounds of ammunition as necessary. Deputies shall also be provided ammunition for training purposes; provided, however, that prior to the receipt of such ammunition it shall be the obligation of the deputy requesting the same to turn in to the Sheriff the spent brass from his previous supply of training ammunition.

ARTICLE XL

RETIREMENT

1. Except as prohibited by law, all employees provided retirement benefits under Act 345 of the Public Acts of 1937, as amended, and the resolutions of the Midland County Act 345 Retirement System Board, shall continue their participation in said retirement plan. The plan provisions applying to said employees shall be those in effect as of March 27, 1990, with the following amendments:

a. Final average compensation shall mean the highest annual compensation received by a member during a period of three consecutive years of service contained within the ten years of service immediately preceding retirement. Compensation of members in determining amounts subject to deduction for payment to the Retirement System and for determination of "final average compensation" shall consist of all payments received by a member for base salary, longevity pay and shift differential and shall exclude payment received for overtime and any lump sum payment in lieu of unused sick leave or vacation days and shall further exclude any sum received as a clothing allowance.

b. The retirement multiplier shall be 2.6%.

c. The contribution rate for employees participating in this retirement plan shall be 6.27% of each such employee's base salary, longevity pay, and shift differential, and shall exclude payment received for overtime and any lump sum payment in lieu of unused sick leave or annual leave, and shall further exclude any sum received as a clothing allowance.

2. All employees who were hired prior to March 27, 1990, and provided retirement benefits under the Midland County Employee's Retirement System, shall continue their participation in said retirement plan. The plan provisions applying to said employees shall be those in effect as of March 27, 1990, with the exception that effective January 1, 1990, the contribution rate for employees participating in this retirement plan shall be reduced from 5% to 3% of each such employee's total annual compensation. Employee contributions to the retirement

plan shall be made through payroll deductions by the County.

3. All Secretaries, Records Clerk Typists, Kennel Maintenance employees, Cooks and Animal Control employees, hired after March 27, 1990, shall participate in the Midland County Employees' Retirement System. The plan benefits applying to said employees shall be those in effect as of March 27, 1990, with the exception that effective January 1, 1990, the contribution rate for employees participating in this retirement plan shall be 3% of each such employee's total annual compensation. Employee contributions to the retirement plan shall be made through payroll deductions by the County.

4. Except as prohibited by law, all correctional employees hired after March 27, 1990, shall be provided retirement benefits under Act 345 of the Public Acts of 1937, as amended, and the resolutions of the Midland County Act 345 Retirement System Board. The plan provisions applying to said employees shall be those in effect as of March 27, 1990, with the following amendments:

a. Final average compensation shall mean the highest annual compensation received by a member during a period of three consecutive years of service contained within the ten years of service immediately preceding retirement. Compensation of members in determining amounts subject to deduction for payment to the Retirement System and for determination of "final average compensation" shall consist of all payments received by a member for base salary, longevity pay and shift differential and shall exclude payment received for overtime and any lump sum payment in lieu of unused sick leave or vacation days and shall further exclude any sum received as a clothing allowance.

b. The retirement multiplier shall be 2.6%.

c. The contribution rate for employees participating in this retirement plan shall be 6.27% of each such employee's base salary, longevity pay, and shift differential, and shall exclude payment received for overtime and any lump sum payment in lieu of unused sick leave or annual leave, and shall further exclude any sum received as a clothing allowance.

6. Employees who have served in the United States Military and have been honorably discharged from same may elect to purchase this time - up to six (6) years - at the rate called for in Act 345.

ARTICLE XLI

LONGEVITY

41.1 For full-time employees who are employed on or before December 17, 1996, the County agrees that these employees, who have attained the below mentioned requisite periods of service credit, shall receive annual payments on the first salary payroll following an employee's anniversary:

Upon the completion of 5 years full-time continuous service - 2% of annual base salary.

Upon the completion of 10 years full-time continuous service - 3.5% of annual base salary.

Upon the completion of 15 years full-time continuous service - 4.5% of annual base salary.

Upon the completion of 20 years full-time continuous service - 5.5% of annual base salary.

Upon the completion of 22 years full-time continuous service - 7% of annual base salary.

41.2 "Annual Base Salary" shall mean the employee's annual base salary in effect on his current anniversary of hire date.

41.3 Employees hired after December 17, 1996 shall not be eligible for longevity payment.

ARTICLE XLII

COLLEGE BENEFITS

42.1 An employee who holds a two-year Associate Degree in Law Enforcement or Criminal Justice from an accredited college or university shall receive \$450.00 additional compensation. Employees who have a Bachelor's Degree in Law Enforcement or Criminal Justice from an accredited college or university, shall receive \$650.00. These payments will be made on the first pay period in December of each year. Eligible employees receiving their initial bonus must have completed their probationary period and have been awarded their degree prior to September 30th of the fiscal year of the December payment.

42.2 Any employee who has been receiving college benefits compensation and is a member of this bargaining unit as of January 1, 1978, shall continue to receive such compensation.

42.3 Tuition reimbursement program per current County policy is available and information can be obtained at the Midland County Personnel Office, or by contacting Association officers.

ARTICLE XLIII

TRAVEL EXPENSES

43.1 Employees shall be reimbursed for travel expenses in accordance with the County's travel expense reimbursement policies.

43.2 When two deputies are traveling together, every effort shall be made to share the same room. All travel must have prior approval of the Sheriff. Lodging, car rental, parking and other expenses for which the employee seeks reimbursement must be documented by receipts.

ARTICLE XLIV

MILITARY LEAVE

44.1 Employees required by law to enter the armed services shall be granted an unpaid leave of absence for the period of compulsory service.

44.2 Employees returning from military leave of absence must indicate that they are ready, willing and able to return to County employment within 90 days after release from active service.

44.3 Employees on compulsory military leave shall receive credit toward their seniority for all time spent in the armed forces.

44.4 Employees on compulsory military leave shall be given credit for this time in computing step increases and other pay raises and vacation benefits.

44.5 Employees on compulsory military leave shall accumulate leave days during their absence; provided, such accumulation may not exceed 12 days per year or a total of 24 days during their period of absence.

ARTICLE XLV

MISCELLANEOUS LEAVE OF ABSENCE

45.1 The Employer agrees that the following leave of absence may be granted for a good cause:

a. Temporary medical disability (including pregnancy related disabilities).

b. Study or training as such as deemed valuable in comparison with the service rendered to the Employer.

c. Conditions where the Sheriff agrees that the cause is a good one.

45.2 Procedure for obtaining a leave of absence: A letter will be made in writing by the employee in which he will furnish the Sheriff with the date the leave is to begin, the date the leave will end, and the reason for the leave. This document will be signed by the employee.

45.3 Beginning on the fourth day of the above leave, no further leave or longevity benefits will accrue. The employee shall maintain but not accrue seniority up to two years. If leave is for temporary disability, less than one year, the employee may maintain membership and the group insurance plans providing he pays his premiums. The employee shall be reinstated to his former classification after the end of the leave; if the classification has been discontinued, this employee will be then first hired when an opening exists. A leave of absence shall not exceed a period of one year. The Board of Commissioners agree that the position being vacated will be temporarily filled if such leave exceeds 30 days.

ARTICLE XLVI

TRADING TIME

46.1 The existing practice of allowing employees to trade days and shifts shall be continued.

46.2 Trading by mutual agreement shall not cost the County overtime.

46.3 Traded time must be paid back within the calendar year in which the trade is made.

ARTICLE XLVII

PART-TIME - RESERVE DEPUTIES

Part-time and Reserve Deputies shall not perform the duties of a full-time Patrol Deputy, with the exception of traffic control or security assignments associated with special events, marine, search or other assignments to which Reserve Deputies have historically been assigned.

It is further agreed that the Sheriff will not assign part-time Patrol Deputies or part-time Court Security Deputies to work in the Midland County Courts, except where there is a minimum of two (2) other full-time Court Security Deputies already assigned to the Court. Part-time and Reserve Deputies shall not be allowed to fill any overtime vacancy. Members of the bargaining unit will be offered all overtime according to the overtime procedure. The above article is subject to an exception only when there is an emergency declared by the Sheriff.

ARTICLE XLVIII

SAVINGS CLAUSE

If any article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining.

ARTICLE XLIX

DURATION

49.1 This Agreement shall be in full force and effect from January 1, 1999 to and including December 31, 2003, 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 60 days prior to the date of expiration.

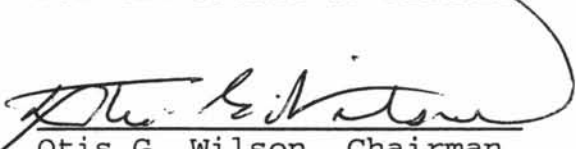
49.2 It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate changes or revisions in this agreement, either party may serve upon the other a notice at least 60 days prior to its execution, or December 31 of any subsequent contract year, advising that such party desires to continue the agreement, but also desires to revise, change or modify the terms or conditions of such agreement.

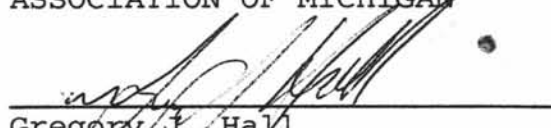
49.3 In the event of an inadvertent failure by either part to give the notice set forth in 49.1 and 49.2 of this article, such party may given such notice at any time prior to the termination or automatic renewal date of this agreement.

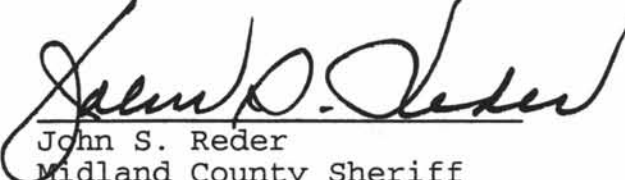
IN WITNESS WHEREOF, the COUNTY OF MIDLAND and the SHERIFF OF MIDLAND COUNTY and the ASSOCIATION, by their duly authorized representatives, have hereunto signed their names this 11th day of July, 2000.


FOR THE COUNTY OF MIDLAND


FOR THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

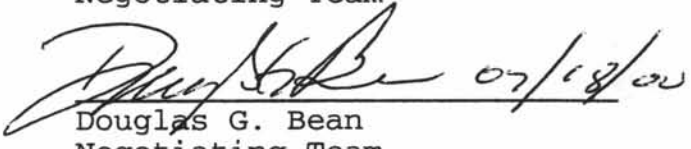

Otis G. Wilson, Chairman
Board of Commissioners

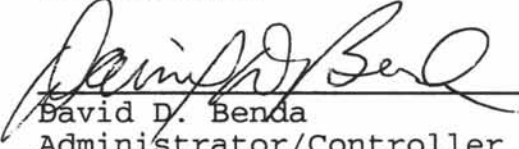

Gregory J. Hall
President

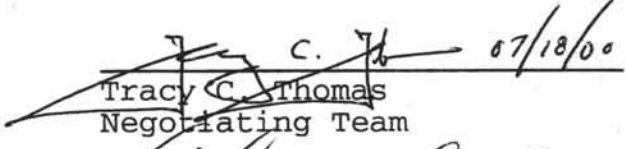

John S. Reder
Midland County Sheriff



Richard J. Harnois
Negotiating Team

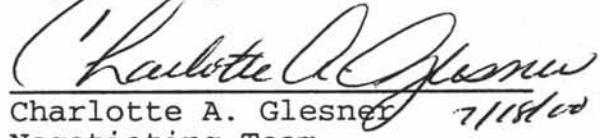

Roland R. Weaver
Commissioner

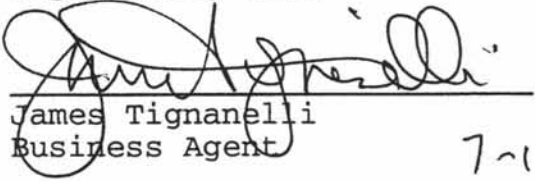
 07/18/00
Douglas G. Bean
Negotiating Team


David D. Benda
Administrator/Controller

 C. 76 07/18/00
Tracy C. Thomas
Negotiating Team


Richard J. Busch
Personnel Director

 7/18/00
Charlotte A. Glesner
Negotiating Team


James Tignanelli
Business Agent

7-18-00

SALARY SCHEDULE

| POSITION | Base | 01/01/99 | 01/01/00 | 01/01/01 | 01/01/02 | 01/01/03 |
|--|--------|----------|----------|----------|----------|----------|
| | | 2.00% | 3.00% | 3.00% | 3.00% | 3.00% |
| <u>Patrol Deputy:</u> | | | | | | |
| Start | 24,439 | 24,928 | 25,676 | 26,446 | 27,239 | 28,056 |
| 1 Year | 28,353 | 28,920 | 29,788 | 30,681 | 31,602 | 32,550 |
| 2 Years | 32,268 | 32,913 | 33,901 | 34,918 | 35,965 | 37,044 |
| 3 Years | 36,182 | 36,906 | 38,013 | 39,153 | 40,328 | 41,538 |
| 4 Years | 39,178 | 39,962 | 41,160 | 42,395 | 43,667 | 44,977 |
| 5 Years | 41,178 | 42,002 | 43,262 | 44,559 | 45,896 | 47,273 |
| Detective : Patrol Deputy + 1,000 | | 43,002 | 44,262 | 45,559 | 46,896 | 48,273 |
| <u>Correctional Shift Leader:</u> | | | | | | |
| Start | 39,538 | 40,329 | 41,539 | 42,785 | 44,068 | 45,390 |
| 1 Year | 41,515 | 42,345 | 43,616 | 44,924 | 46,272 | 47,660 |
| <u>Correctional Deputy:</u> | | | | | | |
| Start | 21,945 | 22,384 | 23,055 | 23,747 | 24,459 | 25,193 |
| 1 Year | 25,209 | 25,713 | 26,485 | 27,279 | 28,097 | 28,940 |
| 2 Years | 26,470 | 26,999 | 27,809 | 28,644 | 29,503 | 30,388 |
| 3 Years | 28,991 | 29,571 | 30,458 | 31,372 | 32,313 | 33,282 |
| 4 Years | 33,403 | 34,071 | 35,093 | 36,146 | 37,230 | 38,347 |
| 5 Years | 38,456 | 39,225 | 40,402 | 41,614 | 42,862 | 44,148 |
| <u>Court Security Deputy: Correctional Deputy +1,000</u> | | | | | | |
| Start | | 23,384 | 24,055 | 24,747 | 25,459 | 26,193 |
| 1 Year | | 26,713 | 27,485 | 28,279 | 29,097 | 29,940 |
| 2 Years | | 27,999 | 28,809 | 29,644 | 30,503 | 31,388 |
| 3 Years | | 30,571 | 31,458 | 32,372 | 33,313 | 34,282 |
| 4 Years | | 35,071 | 36,093 | 37,146 | 38,230 | 39,347 |
| 5 Years | | 40,225 | 41,402 | 42,614 | 43,862 | 45,148 |

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| POSITION | Base | 01/01/99 | 01/01/00 | 01/01/01 | 01/01/02 | 01/01/03 |
|----------|------|----------|----------|----------|----------|----------|
|----------|------|----------|----------|----------|----------|----------|

Animal Control Deputy:

| | | | | | | |
|---------|--------|--------|--------|--------|--------|--------|
| Start | 20,495 | 20,905 | 21,532 | 22,178 | 22,843 | 23,529 |
| 1 Year | 23,489 | 23,959 | 24,678 | 25,418 | 26,180 | 26,966 |
| 2 Years | 24,749 | 25,244 | 26,001 | 26,781 | 27,585 | 28,412 |
| 3 Years | 27,270 | 27,815 | 28,650 | 29,509 | 30,395 | 31,306 |
| 4 Years | 30,169 | 30,772 | 31,696 | 32,646 | 33,626 | 34,635 |
| 5 Years | 33,136 | 33,799 | 34,813 | 35,857 | 36,933 | 38,041 |

Animal Control Supervisor:

| | | | | | | |
|-------------------------------|--|--------|--------|--------|--------|--------|
| Animal Control Deputy + 1,000 | | 34,799 | 35,813 | 36,857 | 37,933 | 39,041 |
|-------------------------------|--|--------|--------|--------|--------|--------|

Secretary:

| | | | | | | |
|---------|--------|--------|--------|--------|--------|--------|
| Start | 18,391 | 18,759 | 19,322 | 19,901 | 20,498 | 21,113 |
| 1 Year | 21,222 | 21,646 | 22,296 | 22,965 | 23,654 | 24,363 |
| 2 Years | 22,470 | 22,919 | 23,607 | 24,315 | 25,045 | 25,796 |
| 3 Years | 24,967 | 25,466 | 26,230 | 27,017 | 27,828 | 28,663 |
| 4 Years | 26,465 | 26,994 | 27,804 | 28,638 | 29,497 | 30,382 |
| 5 Years | 28,136 | 28,699 | 29,560 | 30,446 | 31,360 | 32,301 |

Account Clerk:

| | | | | | | |
|---------|--------|--------|--------|--------|--------|--------|
| Start | 18,391 | 18,759 | 19,322 | 19,901 | 20,498 | 21,113 |
| 1 Year | 21,222 | 21,646 | 22,296 | 22,965 | 23,654 | 24,363 |
| 2 Years | 22,470 | 22,919 | 23,607 | 24,315 | 25,045 | 25,796 |
| 3 Years | 24,967 | 25,466 | 26,230 | 27,017 | 27,828 | 28,663 |
| 4 Years | 26,465 | 26,994 | 27,804 | 28,638 | 29,497 | 30,382 |
| 5 Years | 28,136 | 28,699 | 29,560 | 30,446 | 31,360 | 32,301 |

Records Clerk / Typist:

| | | | | | | |
|---------|--------|--------|--------|--------|--------|--------|
| Start | 16,161 | 16,484 | 16,979 | 17,488 | 18,013 | 18,553 |
| 1 Year | 18,725 | 19,100 | 19,672 | 20,263 | 20,871 | 21,497 |
| 2 Years | 19,974 | 20,373 | 20,985 | 21,614 | 22,263 | 22,931 |
| 3 Years | 22,470 | 22,919 | 23,607 | 24,315 | 25,045 | 25,796 |
| 4 Years | 23,219 | 23,683 | 24,394 | 25,126 | 25,879 | 26,656 |
| 5 Years | 24,195 | 24,679 | 25,419 | 26,182 | 26,967 | 27,776 |

| POSITION | Base | 01/01/99 | 01/01/00 | 01/01/01 | 01/01/02 | 01/01/03 |
|----------|------|----------|----------|----------|----------|----------|
|----------|------|----------|----------|----------|----------|----------|

Kennel Maintenance / Office:

| | | | | | | |
|---------|--------|--------|--------|--------|--------|--------|
| Start | 15,847 | 16,164 | 16,649 | 17,148 | 17,663 | 18,193 |
| 1 Year | 18,277 | 18,643 | 19,202 | 19,778 | 20,371 | 20,982 |
| 2 Years | 19,525 | 19,916 | 20,513 | 21,128 | 21,762 | 22,415 |
| 3 Years | 22,022 | 22,462 | 23,136 | 23,830 | 24,545 | 25,282 |
| 4 Years | 23,770 | 24,245 | 24,973 | 25,722 | 26,494 | 27,288 |
| 5 Years | 25,574 | 26,085 | 26,868 | 27,674 | 28,504 | 29,359 |

Kennel Maintenance:

| | | | | | | |
|---------|--------|--------|--------|--------|--------|--------|
| Start | 15,047 | 15,348 | 15,808 | 16,283 | 16,771 | 17,274 |
| 1 Year | 17,477 | 17,827 | 18,361 | 18,912 | 19,480 | 20,064 |
| 2 Years | 18,725 | 19,100 | 19,672 | 20,263 | 20,871 | 21,497 |
| 3 Years | 21,222 | 21,646 | 22,296 | 22,965 | 23,654 | 24,363 |
| 4 Years | 22,970 | 23,429 | 24,132 | 24,856 | 25,602 | 26,370 |
| 5 Years | 24,774 | 25,269 | 26,028 | 26,808 | 27,613 | 28,441 |

Cook:

| | | | | | | |
|---------|--------|--------|--------|--------|--------|--------|
| Start | 17,558 | 17,909 | 18,446 | 19,000 | 19,570 | 20,157 |
| 1 Year | 18,631 | 19,004 | 19,574 | 20,161 | 20,766 | 21,389 |
| 2 Years | 19,270 | 19,655 | 20,245 | 20,852 | 21,478 | 22,122 |
| 3 Years | 21,188 | 21,612 | 22,260 | 22,928 | 23,616 | 24,324 |
| 4 Years | 23,363 | 23,830 | 24,545 | 25,282 | 26,040 | 26,821 |
| 5 Years | 25,562 | 26,073 | 26,855 | 27,661 | 28,491 | 29,346 |