

AGREEMENT

between

CLINTON COUNTY BOARD OF COMMISSIONERS and
THE SHERIFF OF CLINTON COUNTY

and

POLICE OFFICERS ASSOCIATION
OF MICHIGAN (POAM)

January 1, 1995 through January 1, 1999

Clinton County

CLINTON COUNTY
INDEX

<u>ARTICLE</u>		<u>PAGE</u>
I	Agreement	1
XXVI	Bargaining Unit Work	26
VIII	Disciplinary Procedure	7-8
XXIX	Duration	27-28
VII	Grievance Procedure	5-7
XIV	Holidays	18
XVI	Hours of Work	19-21
XIX	Insurance and Pension	22-24
XIII	Leaves of Absence	14-18
XXV	Longevity	26
VI	Management Rights	4
XXIII	Miscellaneous	25-26
XXII	Out of State or Overnight Travel	25
XVIII	Outside Employment	22
XVII	Overtime	21-22
XII	Promotion Procedure	12-14
II	Purpose and Intent	1
III	Recognition	1
IV	Representation	2
XI	Seniority	9-12
XXIV	Separability	26

<u>ARTICLE</u>		<u>PAGE</u>
IX	Special Meetings	8
XXVIII	Training Time	27
XX	Uniforms and Equipment	25
V	Union Security	2-4
XV	Vacations	18-19
XXI	Wages	25
XXVII	Waiver Clause	26-27
X	Work Stoppages	8-9
	Signature Page	28
	Appendix A	29-30
	Appendix B	31-35
	Appendix C	36-38
	Appendix D - Letter of Understanding	39
	Appendix E - Letter of Understanding	40
	Appendix F - Letter of Understanding	41-42
	Letter of Understanding	43-44

ARTICLE I
AGREEMENT

1.1: THIS AGREEMENT, made and entered into this _____ day of _____, 1995, by and between the CLINTON COUNTY BOARD OF COMMISSIONERS, and the SHERIFF OF CLINTON COUNTY, together hereinafter referred to as the "Employer," and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) hereinafter referred to as the "Union".

ARTICLE II
PURPOSE AND INTENT

2.1: The general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the County, the Sheriff, and the employees in the bargaining unit covered by this Agreement.

2.2: The parties recognize that the interest of the County and the job security of the employees depend upon the County and the Sheriff's success in establishing proper services to the County.

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

ARTICLE III
RECOGNITION

3.1: Collective Bargaining Unit. The Employer hereby agrees to recognize the Police Officers Association of Michigan as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for all employees employed by the Employer in the following described unit:

All full time employees of the Clinton County Sheriff Department classified as deputies, detectives, correctional officers and part-time deputies, BUT EXCLUDING Sheriff, Undersheriff, Captain, Lieutenants, Sergeants, administrative aide, cooks, clerical employees, all other part-time and seasonal employees, animal control officers, supervisors, and all other employees.

ARTICLE IV
REPRESENTATION

4.1: Collective Bargaining Committee. The Employer agrees to recognize a collective bargaining committee of the Union comprised of not more than three (3) employee representatives. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for employees within the collective bargaining unit as provided in the Grievance Procedure. In the absence of a collective bargaining committee member, an alternate shall act in his stead. Members of the collective bargaining committee shall also meet with County officials and the Sheriff for the purpose of negotiating modifications to this Agreement. The Union may also have non-employee representatives present. The Union shall furnish the Employer in writing the names of its collective bargaining committee members and alternates before they shall be recognized.

4.2: Reporting. When it is necessary for a collective bargaining committee member or alternate to leave his work to handle a grievance in accordance with the Grievance Procedure established in this Agreement, he shall first obtain permission from the Sheriff or his designee. Such permission shall not be unreasonably withheld. The collective bargaining committee member or alternate shall return to his job as promptly as possible and, upon his return, shall immediately report to the Sheriff or his shift Sergeant. A collective bargaining committee member or alternate who is assigned to road patrol or other duties which require services outside of the Sheriff's Department facilities shall perform his function in a manner which would not require his return to the Sheriff's Department facilities for the sole purpose to perform representation functions.

4.3: Lost Time. The Employer agrees to pay members of the collective bargaining committee for time spent while acting in a representative capacity during the processing of grievances and attending meetings or negotiations with officials of the Employer but only for the straight time hours they would have worked on their regular work schedule.

ARTICLE V
UNION SECURITY

5.1: Agency Shop. As a condition of continued employment, all employees covered by this Agreement shall either become or remain a member in the Union or pay to the Union a representation fee which shall be less than one hundred percent (100%) of the amount uniformly paid as regular monthly dues by employees in the bargaining unit who are Union members. Payments shall start within thirty (30) days following the beginning of employment or thirty (30) days after the effective date of this Agreement, whichever is

later. Employees shall be deemed to be in compliance with this Section if they are not more than sixty (60) days in arrears in payment of membership dues or service fees, whichever is appropriate.

5.2: Dues Checkoff.

- A. During the term of this Agreement, the Employer agrees to deduct from the pay of each employee in the bargaining unit the Union's dues or service fee subject to all of the following subsections.
- B. The Union shall obtain from each of the employees in the bargaining unit a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof.
- C. All checkoff authorization forms shall be filed with the County Administrative Assistant who may return any incomplete or incorrectly completed form to the POAM Treasurer, 28815 West Eight Mile Road, Suite 103, Livonia, Michigan 48152, and no checkoff shall be made until such deficiency is corrected.
- D. The Employer shall checkoff only obligations which come due at the time of checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the POAM, 28815 West Eight Mile Road, Suite, 103, Livonia, Michigan 48152.
- E. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefore that the remittance is incorrect.
- F. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues or service fees or in reliance on any list, notice, certification, or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union along with a list of employees paying dues or service fees.

- G. Deductions for any calendar month shall be remitted to the Treasurer of the Union.
- H. The Treasurer of the POAM shall be responsible for advising the Employer in writing of all new employees subject to the provisions of this Section and the amount of monthly Union dues or service charges.

ARTICLE VI
MANAGEMENT RIGHTS

6.1: The Employer retains and shall have the sole and exclusive right to manage and operate the County in all of its operations and activities through its duly elected or appointed representatives. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to determine the nature and number of facilities, departments, and their locations, to hire personnel; to establish classifications of work and the number of personnel required; to direct and control its operations; to establish, adopt, and modify the budget; to maintain its operation as in the past and prior to the recognition of the Union; to study and use improved methods and equipment; and assistance for non-employee sources; and in all respects to carry out the ordinary and customary functions of the Employer, provided that these rights shall not be exercised in violation of any specific provisions of this Agreement. Disputes under this subsection shall be subject to the Grievance Procedure, but shall not be subject to arbitration.

6.2: The Employer shall also have the right to promote, assign, transfer, suspend, discipline and discharge for just cause, layoff and recall personnel; to establish reasonable work rules and policies and penalties for violation thereof; to make judgments of ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel, provided however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and as such they shall be subject to the Grievance and Arbitration Procedures established herein.

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

ARTICLE VII
GRIEVANCE PROCEDURE

7.1: Grievance Definition. For purposes of this Agreement, a "grievance" shall mean a complaint filed by an employee covered by this Agreement or the Union concerning the application and interpretation of this Agreement as written or the rules and regulations of the Sheriff.

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

Step I.

Written, Sergeant. An employee with a grievance shall, within five (5) days of the occurrence or discovery of the incident which gave rise to the grievance, reduce the grievance to writing, setting forth the facts and the specific provision or provisions of this Agreement which are alleged to have been violated, signed by the aggrieved employee and a Union representative. The Sergeant shall place his written disposition and explanation thereupon and return it to the Union representative or alternate involved within five (5) days.

Step II.

Written, Sheriff. If the grievance is not satisfactorily resolved at Step I, it may be appealed by submitting the grievance to the Sheriff or his designee within five (5) days following receipt of the Sergeant's written answer in Step I who shall place his written disposition and explanation thereupon and return it to the Union representative or alternate involved within five (5) days.

Step III.

Chairman, Personnel Committee. If the grievance is not satisfactorily resolved at Step II, it may be appealed by submitting the grievance to the Chairman of the Personnel Committee of the County Board of Commissioners within ten (10) days following receipt of the Sheriff's written answer in Step II. Within fourteen (14) days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union. The Employer representatives shall be the Chairman of the County Personnel Committee and the Sheriff. The Union representative shall be a member of the collective bargaining committee. Either party may have non-employee representatives present, if desired. If the meeting

cannot be held within the fourteen (14) day period, it shall be scheduled for a date mutually convenient to the parties without unreasonable delay. The Employer shall place its written answer on the grievance within fourteen (14) days after the meeting and return the grievance to the Union. In order for the decision to be binding at Step III, it shall bear the signatures of the Sheriff and the Chairman of the County Personnel Committee. The Personnel Committee does not have the authority to change a decision made by the Sheriff or his designee on disciplinary matters, and the Personnel Committee shall decide economic issues.

7.3: Arbitration Request. If the grievance is not satisfactorily resolved in Step III, the Union may request arbitration by notifying the Sheriff and the Chairman of the County Personnel Committee in writing within ten (10) days after receipt of the Employer's answer in Step III. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

7.4: Selection of Arbitrator. If, pursuant to the Grievance Procedure established in this Agreement a timely request for arbitration is filed by the Union on a grievance, the parties shall promptly select an arbitrator who shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service (FMCS) by each party alternately striking a name. The remaining name shall serve as the arbitrator. If FMCS no longer provides lists of arbitrators to the parties, then the parties will use the Michigan Employment Relations Commission (MERC). The fees and expenses of the arbitrator shall be paid by the losing party as determined by the arbitrator.

7.5: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges his limitation of authority and agrees not to decide an issue which is outside of his jurisdiction under this Agreement. The arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan and that the Employer exists for the sole purpose of serving the public, and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws.

7.6: Grievance Form. The grievance form shall be supplied by the Union.

7.7: Time Limitations. 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 may be advanced to the next step by the Union. The time limits established herein may be extended by mutual agreement in writing.

7.8: Time Computation. Saturday, Sunday, and Holidays recognized by this Agreement and by the Employer shall not be counted under the time procedure established in the grievance procedure.

7.9: Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this manual, and the employee elects to utilize the statutory or administrative remedy, the affected employee shall not process the complaint through any grievance procedure provided for in this manual. If an employee elects to use the grievance procedure provided for in this manual and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE VIII
DISCIPLINARY PROCEDURE

8.1: The Sheriff shall not discharge or discipline a non-probationary employee, except for just cause. Progressive discipline for minor offenses shall be employed. The Union acknowledges, however, that progressive discipline need not be utilized for major infractions.

8.2: Counseling Memorandums. The Union acknowledges that counseling memorandums may be utilized by the Employer. Counseling memorandums shall not be construed as disciplinary action.

8.3: Record. In imposing discipline on a current charge, the Employer will not take into account any disciplinary action which occurred more than twenty-four (24) months previously.

8.4: Notice of Disciplinary Action. Within twenty-four (24) hours following the disciplinary suspension or discharge of a non-probationary employee, the Employer will notify the Union in writing of the reasons therefore and will, within the same period of time, cause a copy to be issued to the employee involved.

8.5: Leaving Premises. Whenever possible, the discharged or suspended employee will be allowed to discuss his discharge or suspension with a Union representative before an employee is required to leave the property of the Employer, and the Employer will make available an area where this may be done in private.

8.6: Expedited Grievance. Should an employee who has been discharged or suspended consider such discipline to be improper, any grievance must be filed and processed initially at Step III of the Grievance Procedure within six (6) days after such action is taken.

8.7: Return to Station. The Provisions of Section 4.2 to the contrary notwithstanding, the Union representative who is assigned to road patrol or other duties which require services outside of the Sheriff's Department facilities shall be allowed to return to the Sheriff Department facilities for representation of an employee in the bargaining unit in cases involving investigative interview, discipline with time off, or discharge, unless doing so would significantly interfere with the representative's immediate responsibility to complete an assignment then in progress, in which case the representative would be allowed to return to the department for the purpose stated when such assignment was completed.

ARTICLE IX
SPECIAL MEETINGS

9.1: Special Meetings. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations nor in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within fourteen (14) days of receipt of the written request at a time and place which is mutually agreeable to both parties.

ARTICLE X
WORK STOPPAGES

10.1: No Strike Pledge. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it

represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, abstain in whole or in part from their full, faithful, and proper performance of the duties of their employment or picket the courthouse or jail of the Employer. The Union further agrees that there shall be no strike, sit-downs, stay-ins, stoppages of work, or acts that interfere in any manner or to any degree with the services of the County, as long as this Agreement is in force.

10.2: Violation of No Strike Pledge. Any employee who engages in any activity prohibited by Section 10.1 shall be subject to such disciplinary action as the Sheriff deems appropriate. The Sheriff may deem discharge as an appropriate penalty for violation of Section 10.1.

ARTICLE XI
SENIORITY

11.1: Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Clinton County Sheriff Department commencing with the last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

11.2: Probationary Period. All new employees shall be considered probationary employees for a period of one (1) year, provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty, if such period of absence is greater than fifteen (15) work days. Upon completion of the probationary period, an employee shall be placed on the seniority list and shall have seniority dating from his/her last date of hire. The Union shall represent probationary employees for the purpose of collective bargaining; however, probationary employees may be laid off, disciplined, suspended, or terminated by the Employer at any time without regard and without recourse to this Agreement. Until an employee has completed the probationary period, he may be laid off or terminated at the Employer's discretion without regard to this Agreement and without recourse to the Grievance and Arbitration Procedure.

11.3: Seniority List. The Employer shall maintain a roster of employees, arranged according to seniority, showing name, rank, and date of hire. An up-to-date copy of the seniority list shall be furnished to the Union during the first month of each year. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

11.4: Loss of Seniority. An employee shall lose his seniority and his employment relationship with the County for any of the following reasons:

- A. He resigns or quits;
- B. He is discharged or terminated;
- C. He retires;
- D. He has been on layoff or sick leave of absence status for a period of time equal to his seniority at the time of his layoff or sick leave or twenty-four (24) months, whichever is less;
- E. He fails to return to work at the specified time upon expiration of a leave of absence, vacation, recall from layoff, or disciplinary suspension, unless otherwise excused by the Sheriff;
- F. He is absent from work for three (3) consecutive days without prior notice to the Sheriff, unless a satisfactory reason for such absence is given;
- G. He is convicted of or pleads guilty or nolo contendere to a felony or a misdemeanor punishable by one (1) year;
- H. He makes an intentional and material false statement on his employment application, on an application for leave of absence, or on any other official police report.

11.5: Layoff. All reductions in the work force shall be accomplished in the following manner.

- A. No permanent or probationary employee shall be laid off from his position in the Sheriff Department while any temporary or irregular employees are serving in the same position in the Department.
- B. The first employee to be laid off shall be the probationary employee in the classification affected. The next employee will be the employee with the least seniority in the classification affected, provided, however, that the remaining senior employees have the experience, ability, and training to perform the required work. Further layoffs from the affected classification shall be accomplished by the inverse order of seniority, provided, however, that the remaining senior employees have the experience, ability, and training to perform the required work.
- C. Upon being laid off from his classification, an employee who so requests shall, in lieu of layoff,

be demoted to a lower classification in the Department, provided, however, that he has greater seniority than the employee who he is to replace and he has the experience, ability, and training to perform the required work. Corrections Officers cannot bump a deputy or detective.

- D. Employees who are demoted in lieu of layoff shall initially be paid the same salary step in the range of the lower position to which he has been demoted.

11.6: Recall. Employees who are laid off or who are demoted in lieu of layoff shall be recalled to their former classification or rank in order of their seniority when the work force is to be increased, provided that the employee has not lost his seniority.

11.7: Notification of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the employee's last known address or hand delivered to the employee. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within seven (7) days of the date the notice was sent/delivered shall be presumed to have resigned, and their names shall be removed from the seniority and preferred eligibility lists.

11.8: Seniority and Benefit Accumulation. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in one of the Leave of Absence Sections in this Agreement. There shall be no duplication or pyramiding of leave benefits or types of absence.

11.9: Temporary Assignment. Temporary assignments shall be made from the roster as provided for in Section 12.5. In the event no roster exists, the temporary assignment may be made by the employer based upon the Sheriff's needs and the employee's ability to perform the required work. If such temporary assignment exceeds thirty (30) days and the position to which the employee is assigned is a higher rate of pay, the employee shall receive the higher rate for the remainder of the duration of the temporary assignment. If a temporary assignment exceeds one (1) year, it shall be deemed to be a permanent position and will be filled in accordance with the promotional procedures as provided for in this agreement, except that any temporary assignments made by the Sheriff due to illness or injury and/or for personnel assigned to the Metro Squad which may be for a longer duration. Should an employee be temporarily transferred to the detective classification for thirty (30) days, he shall receive a pro rata clothing allowance and a department vehicle will be assigned to him for his use, if available.

11.10: Classification Change. Notwithstanding the provisions of Section 11.1, Seniority, the following rules shall apply for the purposes of shift selection and vacation selection.

- A. In the event an employee is demoted to a lower classification at his request and not as a result of a layoff or job elimination, only the time actually worked in such lower classification shall be credited towards seniority for purposes of vacation and shift selection.
- B. In the event an employee is involuntarily demoted to a lower classification as the result of a layoff or job elimination, seniority, for purposes of shift and vacation selection, shall be the same as the employee's seniority as defined in Section 11.1, i.e., length of continuous service with the Clinton County Sheriff Department.

ARTICLE XII
PROMOTION PROCEDURE

12.1: Purpose of Procedure. The purpose of this procedure is to establish a promotion system for sworn Deputies of the Clinton County Sheriff Department as directed and approved by the Sheriff. The County and the Sheriff shall determine the duties of all positions subject to this procedure and, in their sole discretion, whether a vacancy does or does not exist. The promotional procedure shall be for the position of Deputy through Detective and Sergeant.

12.2: Closed Program. Promotion means to advance from a given classification to a higher paid classification. This program involves the upward movement of selected personnel from within the Department, up to and including the ranks of Detective and Sergeant. Each promoted employee must be a current member of the Department and must meet all the eligibility rules of the Promotional Procedure.

12.3: Program Weight. Scores shall be based upon the written examination and Oral Board. The weights assigned shall be as follows:

- A. Written Examination - 50 points.

(An applicant must achieve a score of at least 70% in order to take the Oral Board.)
- B. Oral Board - 50 points.

To qualify for a promotion, all applicants must achieve a minimum score of seventy (70) points.

12.4: Oral Board. The Oral Board shall consist of three (3) members appointed by the Sheriff. One member shall be the Undersheriff and the remaining two positions will be filled from outside the agency, at least one of which will be a law enforcement officer of a rank higher than the position to be filled. The manner of selection of the members of the Oral Board shall be at the discretion of the Sheriff. Results of the written examination shall not be made available to the Oral Board.

12.5: Roster. For each classified position, a roster of the top three (3) candidates for selection will prevail. This means that the scores will be in consecutive order, with the Sheriff promoting from among the top three (3) scores. The two (2) candidates remaining on the roster will remain there for selection should another vacancy occur within twelve (12) months.

12.6: Examination Period. Written and oral examinations will be given for each promotion.

12.7: Probation. Commencing the first full pay period following promotion, the promoted Deputy shall be paid at the step in the pay range for the new classification that reflects an increase from his present rate. Employees promoted to the rank of Detective or Sergeant shall be on probation for a period of six (6) months immediately following promotion. During such probationary period, the Sheriff may demote the employee of his former classification or the employee may, on his own volition, request in writing to be relieved of his new classification and be returned to his former classification. If an employee returns to his former classification at his own request, his name shall be removed from the promotion roster until the next written examination is given. If there is a demotion for any reason, the Sheriff will promote from among the remaining names on the roster as defined in Section 12.5.

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

12.9: Eligibility for Promotion.

- A. Sergeant (Shift Supervisor) and Detective Division
- Open to classified Deputy Sheriffs with three (3) years continuous employment service in the

Department and a total of five (5) years law enforcement experience as a fully sworn, certified officer and must have performed road patrol duty.

- B. Jail Division - Open to classified Deputy Sheriffs (as described in sub-paragraph A above and Correctional Officers who meet the following: Three (3) years continuous service in the Department and five (5) years experience in corrections work.

12.10: Written Examination. The content of any written examination will be scaled appropriate to the level of the position being considered. All written tests will be designed at a general knowledge level or standards designated where rank and position warrant specialization. The Sheriff will determine where general or specialized standard testing is warranted.

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

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

ARTICLE XIII LEAVES OF ABSENCE

13.1: Personal Leave Without Pay. Employees with at least one (1) year's seniority may be granted up to six (6) months leave of absence without pay. A six (6) month's extension of the leave of absence may be granted at the option of the Sheriff. If such leave exceeds thirty (30) days, then such leave shall be without accumulation of any fringe benefits predicated on length of service with the Sheriff's Department, nor shall seniority accumulate beyond that time. Requests for a personal leave shall be in writing and shall be signed by the employee and given to the Sheriff. Such request shall state the reason(s) for the leave. Employees shall not take a leave of absence for the sole purpose of obtaining other employment, and an employee who takes such employment shall be considered as a voluntary quit unless such other employment is agreed to by the Sheriff.

13.2: Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

- A. All full-time employees will earn sick leave credits at the rate of four (4) hours for each full pay period the employee works, exclusive of leaves of absences, unless otherwise specifically provided to the contrary. Unpaid sick leave credits may accumulate up to a maximum of one thousand eighty (1080) hours. Sick leave credits are accumulated at the end of the pay period and may not be used during the pay period in which they are earned. Employees who accumulate one thousand eighty (1080) hours shall be paid fifty (50%) percent for all hours of sick time in excess of the one thousand eighty (1080) at the employee's regular straight time hourly rate of pay. Such payment will be made in December of each year.
- B. One (1) day of sick leave credit shall equal eight (8) hours pay at the employee's regular hourly rate of pay when he takes his sick leave.
- C. Sick leave shall be granted when it is established to the Sheriff's satisfaction that an employee is incapacitated for the safe performance of his duty because of illness or injury.
- D. An employee shall be entitled to use up to forty (40) hours of his accumulated paid sick leave for any absence necessitated by serious injury or critical illness of a member of the employee's household upon application approved by the Sheriff. Extension of time may be permitted in exceptional circumstances upon approval of the Sheriff.
- E. The Sheriff may request, as a condition of any sick leave, a medical certificate setting forth the reasons for the sick leave if there is reason to believe that the health and safety of personnel may be affected or that the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.
- F. Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to cash. Subject to subsection (h) below; employees whose employment status is severed forfeit all accrued sick leave benefits.

- G. After an employee has exhausted his paid sick leave benefits, then such leave shall be without accumulation of any fringe benefits predicated on length of service with the Employer. In the event that the provision of subsection (I) is utilized, accumulation of fringe benefits predicated on length of service with the Employer shall stop at the time paid sick leave credits would have been exhausted, had subsection (I) not been utilized.
- H. Upon death or retirement under the Employer's retirement program, an employee or his estate shall receive a lump sum representing fifty percent (50%) of such employee's accumulated and unused sick leave credits up to a maximum payout of three hundred sixty (360) hours.
- I. In case of work incapacitating injury or illness for which an employee is eligible for benefits under the Employer's Sickness and Accident Insurance program or the Employer's Workers' Compensation program, accrued sick leave credits may be utilized, at the request of the employee, to maintain the difference between the Sickness and Accident benefits and seventy-five (75%) of the employee's regular salary or wage. If sick leave is utilized for this purpose, the provisions of subsection F. shall not apply. Upon exhaustion of his sick leave bank, the employee shall draw only those benefits as are allowable under the Employer's Sickness and Accident Insurance Program or the Employer's Worker's Compensation program.

13.3: Medical Arbitration. Before an employee absent from his duties for fourteen (14) consecutive days returns to work, he shall satisfy the Sheriff that he is fit to again perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work for the Employer from a layoff or leave of absence of any kind and the Sheriff is not satisfied with the determination of the treating physician, the employee may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third doctor shall be shared equally by the Employer and the employee if not covered by the employee's insurance.

13.4: Bereavement Leave. An employee shall be granted up to three (3) regularly scheduled work days leave to attend the funeral

when death occurs in the employee's immediate family. An employee who loses work from his regularly scheduled hours shall receive his regular rate for such lost time for the funeral leave. Immediate family shall mean the employee's spouse, children, mother, father, sister, brother, mother-in-law and father-in-law. Such leave shall be extended for four (4) days if the employee must travel more than one thousand (1,000) miles round trip to attend the funeral.

13.5: Military Leave. Any employee who enters active military service of the Armed Forces of the United States, National Guard, or Reserve shall receive a leave of absence without pay for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfied the eligibility requirements established under this Agreement. Application for military leave of absence shall be made to the Sheriff in writing as soon as the employee is notified of acceptance in military service and, in any event, not less than two (2) weeks prior to the employee's scheduled departure.

13.6: Maternity Leave. Employees will be granted maternity leave in accordance with State and Federal law.

13.7: Union Leave. The Employer will grant a leave of absence to the Union Association president or his designated representative for two (2) days to attend the POAM State delegates meeting each calendar year. If said meetings are scheduled during the employee's regular tour of duty, he shall suffer no loss of pay for the two (2) days. The employee shall notify the Sheriff or his designated representative at least fourteen (14) days in advance of the meeting. Leave may be denied if the absence of the employee would unreasonably interfere with the service required to be performed due to the existence of emergency conditions within the Department or the County. The designated representative may not be from the same shift as the Local Union's president.

13.8: Personal Day. Full-time non-probationary employees covered by this Agreement shall be allowed twenty-four (24) hours of personal leave with pay each calendar year. There shall be no accumulation or carry-over of such a leave day from one calendar year to another except that earned but unused personal days shall be added to the employee's accumulated vacation credits on December 31 of that year. Request for a personal day leave of absence must be made to the Sheriff or his designee seven (7) calendar days in advance of the day requested, provided, however, that the Sheriff, in his discretion, may, if possible, shorten the notification period if necessary arrangements can be made in the Department. A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Department. Personal leave shall

be prorated on an annual basis for employees hired during the course of the year.

13.9: Family and Medical Leave. The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act in addition to provisions contained in this contract. As authorized under the FMLA, the Employer shall determine the twelve month eligibility period and what other time provided for under the contract should be counted toward the twelve weeks of FMLA leave. For example, sick leave, vacation, etc.

ARTICLE XIV
HOLIDAYS

14.1: Holidays. All full time employees occupying job classifications covered by this Agreement shall receive eight (8) hours pay at their straight time regular rate, exclusive of all premiums, for each of the following recognized holidays:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
	Christmas Day

14.2: Holiday Eligibility. The employee must work his hours on his last regularly scheduled day before and his first regularly scheduled day after the holiday. For the purpose of this Section, hours worked shall include paid authorized leaves of absence taken in accordance with this Agreement, except for sick leave used to supplement sickness and accident benefits. In addition, the employee must not be on a layoff which began more than seven (7) calendar days prior to the holiday, and the employee must not be suspended for disciplinary reasons, provided however, if such suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay.

ARTICLE XV
VACATIONS

15.1: Vacation Eligibility and Pay. All full-time employees covered by this Agreement who have the required seniority and have worked the requisite qualifying number of hours as set forth below in this Agreement shall be granted a vacation with pay in accordance with the following schedule:

SENIORITY REQUIRED

Hire thru 4 years	3.08 hours for each pay period actually worked
Beginning of 5th year thru 9th year	4.62 hours for each pay period actually worked
Beginning of 10th year and up	6.16 hours for each pay period actually worked

15.2: Vacation Scheduling. After the first six (6) months of employment, employees may utilize their earned vacation credits upon proper notice as determined by the Sheriff's rules, provided that, in the opinion of the Sheriff, such time off does not unreasonably interfere with the efficient operation of the Department and the Sheriff's obligations to the public generally. All vacations must be approved by the Sheriff or his designee, and such approval shall not be unreasonably withheld.

15.3: Vacation Accumulation. Employees may accumulate a maximum of two hundred forty (240) hours of vacation. Employees accumulating two hundred forty (240) hours shall not accumulate credits past the maximum, nor shall they be eligible for any other type of compensation in lieu of credits. Employees voluntarily terminating within the first twelve (12) months of employment shall not be eligible for payment of any accrued vacation credits.

ARTICLE XVI
HOURS OF WORK

16.1: Workweek. The normal workweek shall consist of forty (40) hours per calendar week. (Forty-two (42) hours per calendar week for employees working the twelve (12) hour work schedule.)

16.2: Workday. An employee's normal workday shall consist of eight (8) consecutive hours, (twelve (12) consecutive hours for employees working the twelve (12) hour work schedule). A workday shall be defined as a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift. For purposes of overtime premium pay, this definition shall not apply where:

- A. The employee's regular shift is changed at his request;
- B. The employee's regular shift is scheduled on a rotation basis;
- C. The employee's regular shift has variable starting times, provided, however, at least twelve (12)

hours of off-duty time is scheduled between the end of one shift and the start of another.

16.3: Work Schedule: The work schedule shall when practicable, be posted one (1) week in advance. The Sheriff reserves the right to change the work schedule and the starting and quitting times for any and all shifts when operating condition warrant such change. Employees shall work permanent shifts and select their shift according to seniority.

16.4: 12 Hour Work Schedule

- A. All bargaining unit employees excluding the Detective shall be assigned to work a twelve (12) hour work schedule. The Employer and the Union can mutually agree to exclude other members from working the twelve (12) hour work schedule.
- B. Employees may request a particular team assignment, but such assignment remains the right of the Employer.
- C. Employees shall be paid holiday pay at the straight time rate of pay times twelve (12) hours, times eleven (11) holidays, pursuant to Article XIV, sections 14.1 and 14.2 of the current contract.
- D. An employee taking a vacation day shall be charged with twelve (12) hours vacation. An employee taking a sick day shall be charged with twelve (12) hours of sick leave. An employee taking a personal day shall be charged with twelve (12) hours personal time. Personal leave time may be taken in less than one (1) day increments with the approval of the Sheriff.
- E. The Employer shall have the right in its sole and exclusive discretion to reschedule employees with forty-eight (48) hours notice, specifically for training, special events, and court.
- F. Employees working the normal twelve (12) hour schedule, will work eighty four (84) hours per pay period. This time shall be compensated at the straight time rate of pay.
- G. Employees who work the twelve (12) hour schedule shall receive time and one-half their regular rate of pay for hours worked in excess of the regular twelve (12) hour day and time and one-half their

rate of pay for hours worked in excess of eighty-four (84) hours in the pay period.

- H. Employees shall not be required to work more than four (4) hours overtime on a regularly scheduled work day except in the event of a major disaster.

ARTICLE XVII
OVERTIME

17.1: Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must have the prior approval of the Sheriff or his designated representative.

17.2: Overtime Premium.

- A. Time and one-half (1-1/2) the employee's straight time regular rate shall be paid for all hours actually worked in excess of his regularly scheduled work period, subject to subsection B. below.
- B. Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of eight (8) hours, (twelve (12) hours for employees working the twelve (12) hour work schedule) in any one (1) workday, subject to the definitions stated in Section 16.2 above.
- C. An employee may, in lieu of payment for overtime as provided in subsections A. and B. above, receive compensatory time off at time and one-half (1-1/2).
- D. There shall be no pyramiding or duplication of overtime premium, call-in, call-back or court time pay.

17.3: The Sheriff or his designee shall prepare and maintain a record of all overtime hours accumulated by employees. Included in the accumulated overtime hours will be overtime hours offered but refused by employees. When overtime is needed the Sheriff or his designee will offer overtime to the person with the least amount of overtime accumulated by the employee in the classification affected. The overtime list will be updated monthly and posted in a location available to shift supervision.

17.4: Call-Back Pay. Employees called to work at times other than the regular shift for emergency work shall receive two (2) hours pay at time and one-half (1-1/2) their straight time regular

rate. The provisions of this Section shall not relate to call-in time.

17.5: Call-In Pay. Employees called in to work at least one (1) hour in advance of their regularly scheduled shift shall receive time and one-half (1-1/2) their straight time regular rate for all hours actually worked in advance of their regularly scheduled shift.

17.6: Court Time. Employees who are subpoenaed or directed to testify in court, including probate court, license appeal board, or liquor control commission hearings outside their regularly scheduled hours shall receive time and one-half (1-1/2) their regular straight time rate with a minimum of two (2) hours.

17.7: Trading of Pass Days. Employees may trade pass days within a pay period, provided they first obtain the permission of the Sheriff or his designee. Such permission shall not be unreasonably withheld. An employee working on a voluntarily traded pass day shall be entitled to overtime premium only for those hours worked in excess of eight (8) or twelve (12) hours on the traded day, depending on the shift. No employee shall trade pass days if such a trade would require the employee to work two (2) consecutive eight (8) or twelve (12) hour shifts, depending on the shifts.

ARTICLE XVIII OUTSIDE EMPLOYMENT

18.1: Moonlighting. No employee shall work at other employment which will be a conflict of interest or impair his performance as a law enforcement officer. Written permission from the Sheriff must be obtained before any employment or work is undertaken if such work or employment is to be on other than irregular or occasional basis. Employees shall not wear the Department uniform or use law enforcement authority unless they are working for or under the direction of the Employer. Violation of the provisions of this Section shall constitute just cause for dismissal and loss of all seniority rights and benefits provided by this Agreement.

ARTICLE XIX INSURANCE AND PENSION

19.1: Hospitalization and Dental Insurance. After one hundred twenty (120) days of continuous service, the Employer will provide hospitalization insurance to the employee, including dependent coverage. The schedule of benefits of the hospitalization and dental insurance program are set forth in Appendix B with the following exceptions/exclusions:

- A. The Employer proposes to eliminate from the Master Medical provisions of the Benefit Plan for all groups the provision which allows 80% reimbursement of prescription drug costs.
- B. The Employer proposes to reduce chiropractic care from the Benefit Plan for all groups to \$1,000.00 per employee and dependents per year.
- C. The Employer proposes that the Plan A deductibles be increased to 150/300 with out of pocket limits increased in Plan A from \$600/\$1,200 to \$750/\$1,500.
- D. The Employer wants to look at moving to a combination of the new Sparrow Health Network and/or Care Choices as an alternative to underutilized PPOM network. In-network benefits require little out of pocket costs for employees, and this arrangement may provide more in-network choices for the employees.

19.2: Insurance Continuation. There shall be no liability whatsoever on the part of the Employer for any insurance premium payment for an employee or employees who are on layoff or leave of absence other than sick leave, beyond the month in which such leave of absence or layoff commences. If an employee is granted a sick leave of absence, the Employer agrees to continue its applicable insurance contribution for a period of ninety (90) days from the date such sick leave commenced.

19.3: Term Life Insurance. During the term of this Agreement, the Employer will provide a term life insurance policy in the amount of \$20,000.00 and \$20,000.00 Accidental Death and Dismemberment for each employee whose annual salary is in excess of \$7,500.00 per year and a term life insurance policy in the amount of \$15,000.00 and \$15,000.00 Accidental Death and Dismemberment for each employee whose annual salary is less than \$7,500.00 per year.

19.4: Professional Police Officer Liability Insurance. The Employer shall, during the term of this Agreement, continue in effect its present program of professional police officers liability insurance in the amount of Five Million Dollars (\$5,000,000) on the same terms and conditions that existed prior to the execution of this Agreement. In the event the Employer is unable to renew the insurance or is canceled by the insurance company the parties shall enter into negotiations to attempt to mutually agree upon a solution. The Employer will provide to an employee such legal assistance as may be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is engaged in the proper performance of his duties and responsibilities for the Employer, provided that

notification is immediately given to the Employer that service of process was made upon the employee and the employee fully cooperates in the preparation and defense of such action.

19.5: Sickness and Accident Insurance. During the term of this Agreement, the Employer shall pay the required premiums for each employee for sickness and accident insurance which will pay Two Hundred Fifty Dollars (\$250) per week for a period of fifty-two (52) weeks. This benefit shall be payable from the thirty- first (31st) day of disability due to illness or injury.

19.6: Worker's Compensation. Pursuant to the provisions and requirements of Michigan law, the County agrees to provide Worker's Compensation insurance for all employees covered by this Agreement. In the case of a work incapacitating injury or illness for which an employee is eligible for benefits under the Employer's Worker's Compensation Insurance program, the County shall continue payment of the employee's health and life insurance premiums until the time provided for in Section 11.4 D. has expired.

19.7: Selection of Insurance Carriers. The Employer reserves the right to select or change any or all insurance carriers, to be a self-insurer, either wholly or partially, with respect to such benefits and to choose the administrator of such insurance program provided the level of benefits remains substantially the same.

19.8: Pension. The Employer will provide the MERS C-2 retirement plan with the F-55 rider providing for retirement at age fifty-five (55) with twenty (20) years of service at no cost to the employees. The Employer will provide the MERS B-2 retirement plan. Effective January 1, 1996, the Employer will provide the MERS B-3 at no additional cost to the employee. The employee will continue to make the same contribution as in 1995. Effective January 1, 1997, the Employer will provide FAC-3 at no cost to the employee and the employee will no longer be required to make a pension contribution.

19.9: Health Insurance for Retirees. The Employer agrees to provide, during the term of this agreement, paid health insurance as defined in Appendix C, for all eligible employees, with the Employer paying the cost for the retiree only. An eligible employee shall have twenty (20) or more years of service at the normal retirement age of sixty (60), or as the collective bargaining agreement plan provides for, be receiving retirement benefits under the Michigan Municipal Retirement System (MMERS), and certify that substantially the same group coverage is not available under another health insurance plan. The retirees spouse will be changed a premium rate equal to that of the retiree and the Employer will pay thirty (\$30) dollars per month of that premium.

ARTICLE XX
UNIFORMS AND EQUIPMENT

20.1: Uniforms and Equipment. The County shall provide such uniforms and equipment as the Sheriff and the County shall determine is necessary, subject to reasonable rules for the preservation, use, and care of such uniforms and equipment. The County shall assume the cost of the necessary cleaning of such uniforms under such rules as the Sheriff may determine.

20.2: Clothing Allowance. Employees classified as Detective who are required to work in plainclothes shall receive a clothing allowance of Three Hundred Dollars (\$300.00) per year.

ARTICLE XXI
WAGES

21.1: Classifications and Wages. Listed in Appendix "A" and incorporated herein are the hourly rates of pay and the approximate annual salaries for the respective classifications covered by this Agreement.

ARTICLE XXII
OUT OF STATE OR OVERNIGHT TRAVEL

22.1: Out of State or Overnight Travel. For any out-of-state or overnight travel required of an employee by the Sheriff, the employee will be paid at the rate of straight time, the maximum of which shall be no more than eight (8) hours per day. If such time occurs on an employee's pass day, such pass day shall be rescheduled by the Sheriff. Transportation, meals and lodging are to be paid by the Employer.

ARTICLE XXIII
MISCELLANEOUS

23.1: Bulletin Board. The Employer shall provide bulletin board space for the posting of Union notices, provided, however, the Employer shall have the right to police the bulletin board for offensive material.

23.2: Rules and Regulations. The Employer reserves the right to establish reasonable rules and regulations governing the conduct of its employees.

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

23.4: 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.

ARTICLE XXIV
SEPARABILITY

24.1: Separability. Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

ARTICLE XXV
LONGEVITY

25.1: Longevity. Longevity benefits shall be determined on December 1st of each year. All eligible employees shall receive a longevity bonus, payable in December in accordance with the following schedule:

5 years through 9 years	\$300
10 years through 14 years	\$500
15 years through 19 years	\$600
20 years through 24 years	\$700
25 years or more	\$800

ARTICLE XXVI
BARGAINING UNIT WORK

26.1: Bargaining Unit Work. The Employer shall not use non-bargaining unit employees to perform those duties normally performed by bargaining unit employees covered by this Agreement. It is understood and agreed, however, that this provision shall not prevent the Sheriff or other sworn, full-time law enforcement personnel of the Sheriff's Department from exercising their powers as law enforcement officers.

ARTICLE XXVII
WAIVER CLAUSE

27.1: Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understanding oral or written, express or implied,

between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

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

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

ARTICLE XXVIII
TRAINING TIME

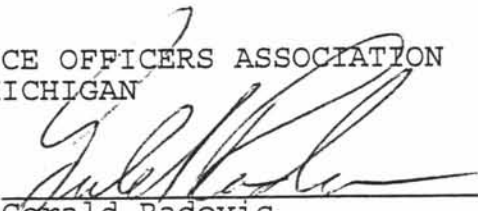
28.1: Mandatory Training. Mandatory training for bargaining unit employees will be determined at the discretion of the Sheriff and may cover topics such as firearms, first-aid, criminal laws and procedures, and others as determined by the Sheriff. Attempts will be made to provide the mandatory training during employees' regularly scheduled shifts. Those officers scheduled to attend outside of their regularly scheduled work hours will be compensated at the rate of time and one-half (1-1/2) at the employees regular straight time rate for training scheduled during their off-duty hours each contract year.

ARTICLE XXIX
DURATION

29.1: Duration. This Agreement shall remain in force until January 1, 1999 12:01 a.m., and thereafter for successive periods of sixty (60) days, unless either party shall, on or before the sixtieth (60th) day prior to expiration or subsequent sixty (60) day period serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date or subsequent sixty (60) day period, whichever is the case, in the

same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

By: 
Gerald Radovic,
Business Agent

THE CLINTON COUNTY BOARD
OF COMMISSIONERS

By: 

CLINTON COUNTY DEPUTY
SHERIFFS ASSOCIATION

By: _____

By: _____


By: _____

By: _____

By: _____

By: _____

By: _____

THE SHERIFF OF CLINTON COUNTY:


APPENDIX A

I. Effective the first full pay beginning on or after January 1, 1995, the following wage scale will be put into effect:

<u>Rank or Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
<u>Detective</u>					
Annual	28,963	31,564	32,939	34,200	35,652
Hourly	13.92	15.18	15.84	16.44	17.14
<u>Deputy</u>					
Annual	28,204	30,839	32,100	33,324	34,697
Hourly	13.56	14.83	15.43	16.02	16.68
<u>Correctional Officer</u>					
Annual	25,564	27,611	28,981	30,070	31,524
Hourly	12.29	13.27	13.93	14.46	15.16

1995 wages are to be retroactive to January 1, 1995 on all hours paid by the Employer for employees employed on the date of ratification by the parties.

II. Effective the first full pay beginning on or after January 1, 1996, the following wage scale will be put into effect:

<u>Rank or Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
<u>Detective</u>					
Annual	29,342	31,978	33,371	34,648	36,119
Hourly	14.11	15.37	16.04	16.66	17.36
<u>Deputy</u>					
Annual	28,574	31,243	32,520	33,760	35,151
Hourly	13.74	15.02	15.63	16.23	16.90
<u>Correctional Officer</u>					
Annual	25,898	27,973	29,361	30,464	31,937
Hourly	12.45	13.45	14.12	14.65	15.35

III. Effective the first full pay beginning on or after January 1, 1997, the following wage scale will be put into effect:

<u>Rank or Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
<u>Detective</u>					
Annual	29,826	32,505	33,922	35,220	36,715
Hourly	14.34	15.63	16.31	16.93	17.65
<u>Deputy</u>					
Annual	29,045	31,759	33,057	34,317	35,731
Hourly	13.96	15.27	15.89	16.50	17.18
<u>Correctional Officer</u>					
Annual	26,326	28,435	29,845	30,966	32,464
Hourly	12.66	13.67	14.35	14.89	15.61

IV. Effective the first full pay beginning on or after January 1, 1998, the following wage scale will be put into effect:

<u>Rank or Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
<u>Detective</u>					
Annual	30,736	33,497	34,956	36,294	37,835
Hourly	14.78	16.10	16.81	17.45	18.19
<u>Deputy</u>					
Annual	29,931	32,727	34,065	35,364	36,821
Hourly	14.39	15.73	16.37	17.00	17.70
<u>Correctional Officer</u>					
Annual	27,129	29,302	30,755	31,911	33,454
Hourly	13.04	14.09	14.79	15.34	16.08

APPENDIX B

CAFETERIA PLAN

MEDICAL PLAN "A"

SCHEDULE OF INSURANCE BENEFITS (Full-Time Employees)

Contributory medical benefits for full-time employees of Clinton County, Michigan and their eligible dependents:

Plan Maximum Benefit = \$1,000,000 Per Plan Year

Base Benefits

Coverage Information*

This Plan requires mandatory certification approval of all hospitalizations. Failure to comply with this mandatory provision will result in all related charges per hospital confinement being paid at 80% of the reasonable and customary charges.

HOSPITAL CONFINEMENTS,
INCLUDING,

Semi-Private Room Accommodations	100% Reasonable and Customary (hereafter, "R&C") for 365 days per confinement.
Miscellaneous Hospital Charges	100% R&C. 365 days per confinement.
Intensive Care Units	100% R&C. 365 days per confinement.
X-Ray and Lab (Inpatient)	100% R&C.
Radiation and/or Chemotherapy (Inpatient)	100% R&C.
Mental or Nervous Diseases (Inpatient)	100% R&C. 365 days per confinement.
Pregnancy Benefits (Facility Charges)	100% R&C.
Pregnancy Benefits (Pre-, Post- and Delivery Charges)	100% R&C.
Mandatory Pre-Admission Testing	100% R&C.

<u>Base Benefits</u>	<u>Coverage Information*</u>
(Penalty for Non-compliance)	20% of all related charges per hospital confinement not to exceed \$1,000. R&C.
X-Ray and Laboratory Benefits (Outpatient)	100% R&C.
Supplemental Accident Benefits	\$300 at 100% R&C during first 90 days; thereafter paid at 80% R&C.
Attending Physician (Inpatient)	100% R&C for 365 days per confinement
Consultant (Inpatient)	100% R&C for 365 days per confinement
Voluntary Second Surgical Opinions	100% R&C.
Voluntary Second and Third Surgical Opinions	100% R&C.
Surgeon (Inpatient or Outpatient)	100% R&C.
Assistant Surgeons (Inpatient or Outpatient)	100% R&C.
Mandatory Specified Outpatient Surgery (All Related Charges)	100% R&C.
(Penalty for Noncompliance)	20% of all related charges not to exceed \$1,000. R&C.
Radiation and/or Chemotherapy (Outpatient)	100% R&C
Hemodialysis (Outpatient)	100% R&C.
Home Health Care Benefits	100% R&C to maximum benefit of 120 days per period.
Extended or Convalescent Care Facilities	100% R&C to a maximum benefit of 120 days if within specified period; 60 days if not within specified period; 120 days lifetime maximum benefit.
Hospice Care	100% R&C to a maximum benefit of \$5,000.

MAJOR MEDICAL INFORMATION

Individual Calendar Year Deductible = \$100.00
Family Calendar Year Deductible = \$200.00

Co-Payment Percentage Rate = 80% Paid by Plan
= 20% by Covered Plan

(NOTE: Outpatient mental and emotional benefits and will be paid 75% by the Plan; 25% by the Covered Person)

Individual Co-Payment Maximum = \$500.00 plus \$100.00 deductible
= \$600.00

Major Medical Benefits	Coverage Information
See section entitled "Eligible Major Medical Expenses"	80% R&C; except outpatient mental and emotional charges are paid 75% R&C.
Chiropractic Benefits	80% R&C.
Psychiatric Benefits (Out-patient)	75% R&C to a maximum benefit of \$1,000/calendar year/Covered Person.
Prescription Drugs	\$5.00 co-payment.
(Generic Drugs)	100% R&C.

*All benefits will be payable as Reasonable and Customary. All benefits payable at the co-payment percentage rate require that the calendar year deductible first be satisfied.

**MAC plan added to paid prescription coverage, must dispense generic drugs unless physician instructions are to dispense as written.

DENTAL BENEFITS

Contributory dental benefits for all full-time employees and eligible retirees of Clinton County, Michigan and their eligible dependents.

No Dental Deductible.

Maximum calendar year benefit for Combined Type A, B, and C Expenses: \$750.00

<u>Benefit</u>	<u>Coverage Description</u>
Type A Expenses (Diagnostic and Preventive Services)	100% R&C.
Type B Expenses (Basic Services)	50% R&C.
Type C Expenses (Major Services)	50% R&C.
Type D Expenses (Orthodontics Services)	50% R&C to a maximum lifetime benefit of \$750.00/Covered Program.

MEDICAL PLAN "B"

The Plan would have an all expense calendar year deductible:

Individual - \$200.00
Family - \$400.00

After the deductible is satisfied, the next \$4,000 of eligible expenses for an individual will be shared:

80% by the Plan
20% by the Employee

Expenses over \$4,200 will be paid 100% for the balance of the calendar year for that individual.

Individual Out-of-Pocket Limit: \$1,000.00 - \$200.00 deductible plus \$800.00 (20% of \$4,000.00).

After the deductible is satisfied, the next \$8,000.00 of eligible expenses for a family will be shared:

80% by the Plan
20% by the Employee

Expenses over (\$8,400 will be paid 100% for the balance of the calendar year for the family.

Family Out-Of-Pocket Limit: \$2,000.00 - \$400.00 deductible plus \$1,600.00 (20% of \$8,000.00).

The following expenses will be paid 100% - deductible waived:

1. Required Pre-Admission Testing
2. Early Maternity Release
3. Second/Third Surgical Opinions
4. Certain Out-Patient Surgical Procedures
5. First \$500.00 of each accident

6. Routine Preventive Care - \$150.00 maximum calendar year benefit per covered person
7. Home Health Care
8. Hospice Care

Prescription Drugs

Brand Name - \$5.00 co-pay
Generic - \$0.00 co-pay

**MAC plan added to paid prescription coverage, must dispense generic drugs unless physician instructions are to dispense as written.

Optical

(Allowed every two years) 80% of the cost up to a maximum of:

Exam	\$ 35
Lenses	\$ 40 lens
Frame	\$ 50
Contact Lenses	\$125

Preferred Provided Plan (Negotiate rate at 100% payment)

Dental

- 100% - Type A - Diagnostic and Preventive Services
- 80% - Type B - Basic Services
- 80% - Type C - Major Services
- Type D - Orthodontic Services (\$1,500 maximum lifetime)

MEDICAL PLAN "C"

Employee may waive medical coverage for a monthly cash consideration of \$132.00 only if the employee provides proof that he/she has other medical coverage.

Employees may re-enroll in the County's Plan immediately if he/she loses other medical coverage subject to the Plan's pre-existing provision.

FLEXIBLE SPENDING ACCOUNTS

Flexible Spending Accounts will provide employees with a method of using pre-tax dollars to fund:

- A. Medical and dental expenses not covered by the Plans offered. (Example: Plan deductibles, co-payments, vision expenses, etc.)
- B. Dependent care expenses.

APPENDIX C

SCHEDULE OF INSURANCE BENEFITS

Contributory medical benefits for eligible retirees of Clinton County, Michigan and their eligible dependents:

Plan Maximum Benefit = \$1,000,000 Per Plan Year

Base Benefits

Coverage Information*

This Plan requires mandatory certification approval of all hospitalizations. Failure to comply with this mandatory provision will result in all related charges per hospital confinement being paid at 80% of the reasonable and customary charges.

HOSPITAL CONFINEMENTS,
INCLUDING,

Semi-Private Room Accommodations	100% Reasonable and Customary (hereafter, "R&C") for 365 days per confinement.
Miscellaneous Hospital Charges	100% R&C. 365 days per confinement.
Intensive Care Units	100% R&C. 365 days per confinement.
X-Ray and Lab (Inpatient)	100% R&C.
Radiation and/or Chemotherapy (Inpatient)	100% R&C.
Mental or Nervous Diseases (Inpatient)	100% R&C. 365 days per confinement.
Pregnancy Benefits (Facility Charges)	100% R&C.
Pregnancy Benefits (Pre-, Post- and Delivery Charges)	100% R&C.
Mandatory Pre-Admission Testing	100% R&C.
(Penalty for Non-compliance)	80% R&C.
X-Ray and Laboratory Benefits (Outpatient)	100% R&C.

Base Benefits

Coverage Information*

Supplemental Accident Benefits	\$300 at 100% R&C during first 90 days; thereafter paid at 80% R&C.
Attending Physician (Inpatient)	100% R&C for 365 days per confinement.
Consultant (Inpatient)	100% R&C for 365 days per confinement.
Voluntary Second Surgical Opinions	100% R&C.
Mandatory Second Surgical Opinions	100% R&C.
(Penalty for Noncompliance)	80% R&C.
Surgeon (Inpatient or Outpatient)	100% R&C.
Assistant Surgeons (Inpatient or Outpatient)	100% R&C.
Mandatory Specified Outpatient Surgery (All Related Charges)	100% R&C.
(Penalty for Noncompliance)	80% R&C.
Radiation and/or Chemotherapy (Outpatient)	100% R&C
Hemodialysis (Outpatient)	100% R&C.
Home Health Care Benefits	100% R&C to maximum benefit of 120 days per period.
Extended or Convalescent Care Facilities	100% R&C to a maximum benefit of 120 days if within specified period; 60 days if not within specified period; 120 days lifetime maximum benefit.
Hospice Care	100% R&C to a maximum benefit of \$5,000.

MAJOR MEDICAL INFORMATION

Individual Calendar Year Deductible = \$150.00
Family Calendar Year Deductible = \$300.00

Co-Payment Percentage Rate = 80% Paid by Plan
= 20% by Covered Plan

(NOTE: Outpatient mental and emotional benefits and will be paid 75% by the Plan; 25% by the Covered Person)

Individual Co-Payment Maximum = \$1,000.00 plus \$150.00 deductible
= \$1,150.00

Major Medical Benefits

Coverage Information

See section entitled "Eligible Major Medical Expenses" 80% R&C; except outpatient mental and emotional charges are paid 75% R&C.

Chiropractic Benefits 80% R&C.

Psychiatric Benefits (Out-patient) 75% R&C to a maximum benefit of \$1,000/calendar year/Covered Person.

Prescription Drugs \$5.00 co-payment.

(Generic Drugs) 2.00 Co-pay

*All benefits will be payable as Reasonable and Customary. All benefits payable at the co-payment percentage rate require that the calendar year deductible first be satisfied.

**MAC plan added to paid prescription coverage, must dispense generic drugs unless physician instructions are to dispense as written.

APPENDIX D

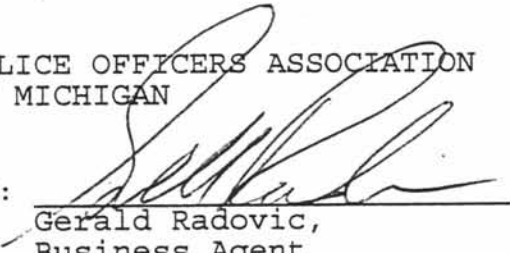
LETTER OF UNDERSTANDING

It is expressly agreed and understood between the County of Clinton, the Clinton County Sheriff, and the Police Officers Association of Michigan that members of the bargaining unit, with the classification "Deputy", will be offered to work overtime as second man in the patrol care before any posse member is offered to work, for pay, as second man in the patrol car.

In all other respects, Posse members shall be allowed to work as they have in the past for pay, or for no pay.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

By: _____


Gerald Radovic,
Business Agent

THE CLINTON COUNTY BOARD
OF COMMISSIONERS

By: _____



CLINTON COUNTY DEPUTY
SHERIFFS ASSOCIATION

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

THE SHERIFF OF CLINTON COUNTY:



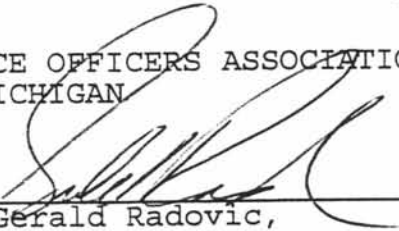
APPENDIX E

LETTER OF UNDERSTANDING

It is expressly agreed and understood between the County of Clinton, the Clinton County Sheriff and the Police Officers Association of Michigan that health and safety issues will be resolved as follows:

In the event that an employee has a concern, he will first bring that concern to a bargaining unit member. The bargaining unit member, acting as a health and safety committee, will discuss the concern with the Sheriff or his designee. If the concern cannot be resolved at this step, the Committee and the Sheriff will meet with representatives of the Board of Commissioners to resolve the matter. The decision of the Board of Commissioners representatives will be binding.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

By: 
Gerald Radovic,
Business Agent

CLINTON COUNTY DEPUTY
SHERIFFS ASSOCIATION

By: _____

By: _____

By: _____

By: _____

THE CLINTON COUNTY BOARD
OF COMMISSIONERS

By: 

By: _____

By: _____

By: _____

THE SHERIFF OF CLINTON COUNTY:



APPENDIX F

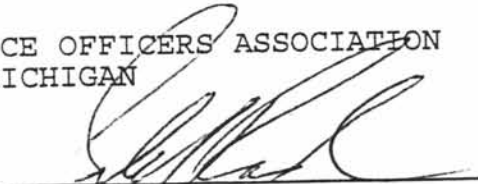
LETTER OF UNDERSTANDING

It is hereby agreed that employees employed on or before October 23, 1995 will continue to receive a six month step increase in the following classifications as follows:

III. Effective the first full pay beginning on or after January 1, 1995, the following wage scale will be put into effect:

<u>Rank or Classification</u>	<u>1995 6 Mos.</u>	<u>1996 6 Mos.</u>	<u>1997 6 Mos.</u>	<u>1998 6 Mos.</u>
<u>Detective</u>				
Annual	30,267	30,663	31,169	32,120
Hourly	14.55	14.74	14.99	15.44
<u>Deputy</u>				
Annual	29,577	29,965	30,459	31,388
Hourly	14.22	14.41	14.64	15.09
<u>Correctional Officer</u>				
Annual	26,349	26,695	27,135	27,963
Hourly	12.69	12.83	13.05	13.44

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

By: 
Gerald Radovic,
Business Agent

CLINTON COUNTY DEPUTY
SHERIFFS ASSOCIATION

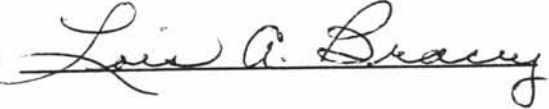
By: _____

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THE CLINTON COUNTY BOARD
OF COMMISSIONERS

By: 

By: _____

By: _____

By: _____

THE SHERIFF OF CLINTON COUNTY:



LETTER OF UNDERSTANDING

It is expressly agreed and understood between the Police Officers Association of Michigan, County of Clinton, and the Sheriff of Clinton County that part-time deputies will be used in accordance with the following provisions:

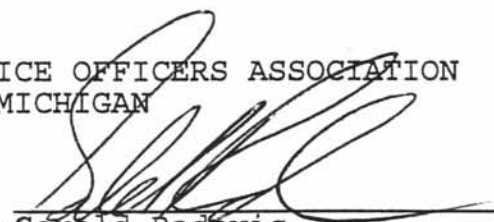
1. Part-time deputies will be represented by the Police Officers Association of Michigan (POAM).
2. Part-time deputies will not be allowed to work if road patrol staffing falls below twelve (12) full-time road deputies, unless there is a leave of absence vacancy, sick leave vacancy, workers' compensation leave vacancy, family medical leave vacancy, etc.
3. There may only be five (5) part-time officers on staff at one time.
4. Part-time officers start at entry level deputy pay. Part-time officers receive raises per contract as they accrue the hours worked to equal those hours worked by full-time employees. One, two, three and four year steps will be paid to part-time deputies when they accrue that seniority. Seniority will be based on hours worked. One (1) week of seniority will be given for each forty (40) hours worked.
5. Part-time deputies will be entitled to receive pro-rated benefits, less medical insurance, from the County if they are regularly scheduled to work twenty-four (24) hours per week.
6. Part-time officers are limited to working twenty-four (24) hours per week and forty-eight (48) hours per pay period.
7. Part-time officers will only work hours that are part of a contract between the Sheriff's Department and another municipality. The Employer may use any employee at the newly-contracted municipality.
8. Upon filling a full-time position, the former part-time officer will receive seniority (bargaining unit and departmental) equal to that number of years that his hours worked correlate with.
9. Part-time officers are intended to allow the sheriff flexibility in fulfilling contracts with other municipalities. They cannot be used to avoid paying overtime to full-time officers. In addition, part-time officers are specifically forbidden to work traffic grants or grants of any kind, transport or guard prisoners, fill in for short shifts, or work in the jail, unless the work is needed to fulfill the contract.

- 10. Part-time employees shall receive one and one-half (1-1/2) time pay for all hours worked over twelve (12) hours in any work day.
- 11. Part-time employees working forty-eight (48) hours or less in the pay period will pay one-half the Union dues. Part-time employees working more than forty-eight (48) hours in a pay period will pay full Union dues.
- 12. Part-time employees will be excluded from the following sections of the contract.

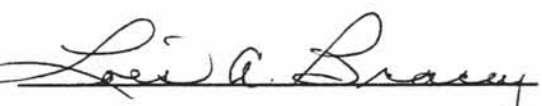
Article XII, all sections
Article XIII, sections 13.2, 13.4, 13.7, 13.8
Article XIV, all sections
Article XV, all sections
Article XVI, all sections
Article XVII, sections 17.1, 17.2, 17.3, 17.4, 17.6
Article XIX, sections 19.1, 19.3, 19.5, 19.8, 19.9
Article XX, sections 20.2
Article XXV

- 13. In the event of a layoff in the Sheriff's Department, part-time deputies will be the first employees to be laid off.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

By: 
Gerald Radovic,
Business Agent

THE CLINTON COUNTY BOARD
OF COMMISSIONERS

By: 

CLINTON COUNTY DEPUTY
SHERIFFS ASSOCIATION

By: _____

By: _____

By: _____

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THE SHERIFF OF CLINTON COUNTY: