

12/31/90

AGREEMENT BETWEEN COUNTY OF OGEMAW

and

FRATERNAL ORDER OF POLICE

*Ogemaw, County of*

Effective: January 1, 1988

Terminates: December 31, 1990

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

## AGREEMENT

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1988, and effective on the 1st day of January, 1988, by and between the Ogemaw County Sheriff, hereinafter referred to as "Sheriff", the Ogemaw County Board of Commissioners, hereinafter referred to as the "County" and the State Lodge of Michigan Fraternal Order of Police Labor Council, hereinafter referred to as the "Union" or the "Lodge".

## RECOGNITION

Section 1.0: Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the County hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment as set forth in this agreement, for the employees employed by the Ogemaw County Sheriff's Department in the following described unit.

All full-time personnel of the Ogemaw County Sheriff's Department, including the Lieutenant, Sergeants, Deputies, Detective, Jailers, Chief Jailer, Bailiff, Dispatch, Cooks and Secretaries, but excluding the Sheriff and Under-Sheriff.

Section 1.1: Extra Contract Agreements. The County agrees not to enter into any agreement with any other labor organization with respect to the employees covered by this agreement nor any agreement or contract with employees covered by this agreement,

individually or collectively, which conflicts with the express terms of this agreement, during the term of this agreement.

Section 1.2: New Classifications. If, during the term of this agreement, the County desires to establish a new classification, it shall give notice to the Union not less than thirty (30) days prior to the implementation of the new classification. Said notice shall include the title of the new classification, a brief general description of the job to be performed and the proposed wage rate. The County agrees to negotiate with the Union, upon request, as to the wage rate for the new classification and, if the parties are unable to agree to a wage rate, the position shall be established at the wage rate proposed by the County and the Union may, upon written notice to the County, refer the dispute to binding arbitration under the provisions of Act 312 of the Public Acts of 1969 as amended.

#### REPRESENTATION

Section 2.0: Stewards. The County recognizes the right of the Union to designate a Steward and Alternate from the seniority list of the unit described in Section 1.0. Once the Steward and Alternate are selected, their names will be submitted to the County and the Sheriff for their information.

Section 2.0: Duties of Steward. When requested by an employee the Steward or Alternate may investigate any alleged or actual grievance and assist in its preparation. He may be allowed reasonable time off as determined by the Sheriff during working

hours without loss of pay or benefits, upon notification and prior approval of his immediate supervisor outside of the bargaining unit. When an employee presents his own grievance without intervention of the Steward or the Alternate, said Steward or Alternate shall be given the opportunity to be present if the employee requests.

Section 2.2: Bargaining Committee. The County agrees to recognize not more than three (3) non-probationary employees of the bargaining unit as a Bargaining Committee, provided, however, that during negotiations, no more than one of the said Committee shall be on duty. The Union shall furnish the names of the Committee members to the County in writing. The County and the Union shall both have the right to have outside representatives present during negotiations.

#### COUNTY AND SHERIFF'S RIGHTS

Section 3.0: No discrimination. The parties hereto agree that there shall be no discrimination in the application of this agreement on the basis of race, creed, color, national origin, age, sex or Union membership.

Section 3.1: Rules and Regulations. The Sheriff shall have the right to adopt and enforce rules and regulations concerning standards of conduct and performance of duties of Department personnel and otherwise governing the employment relationship. Such rules and regulations shall not contravene any of the



provisions of this agreement. If any new rule or regulation is adopted that conflicts with the provisions of this agreement in the opinion of any of the parties, then the rule may become a subject for the grievance procedure contained herein. Rules and regulations shall not be applied by the parties hereto in a discriminatory manner.

Section 3.2: Management Rights. The management of the Ogemaw County Sheriff's Department and the direction of its employees including but not limited to the right to determine what work will be done in what order and by whom; the right to determine whether overtime is required and how much; the right to establish standards of performance and conduct and to be the sole judge of employees' performance and conduct in connection with those standards; the right to hire, promote, demote and layoff employees; the right to discipline employees; the right to introduce new methods of work and equipment; the right to determine work schedules and shifts; the right to decide the number of employees needed at any one time and the right to adopt rules and regulations governing employees' dress, conduct and work performance, shall be vested exclusively in the Sheriff, provided that in the exercise of these rights, the Sheriff shall not violate any of the provisions of this agreement.

Section 3.3: No Strike. The parties hereby mutually agree and recognize that the services performed by the employees are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of service

for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of their work. The Union further agrees that there shall be no strike, sit-down, stoppages of work or any acts that interfere with the services of the County and the Sheriff as long as this agreement is in force.

#### LODGE SECURITY

Section 4.0: Agency Shop. As a condition of employment, all employees included in the bargaining unit as set forth in Section 1.0 of this agreement, thirty-one (31) days after the start of their employment with the County or the effective date of this agreement, whichever is later, shall either become members of the Union or shall pay the monthly labor service fee that is uniformly required of all Union members to the Union. An employee shall be deemed as in compliance with this section if he is not more than thirty (30) days in arrears of payment of Union dues or the monthly service fee. In the event an employee becomes delinquent thirty (30) days or more in the payment of such dues or fees, he shall be separated from his employment by the County following written notice and demand thereof by the Union.

Section 4.1: Dues Checkoff. Dues shall be paid by payroll deduction. The County agrees to make such payment for all

employees upon receipt of a signed Dues Checkoff Card from each employee. The Union shall provide the Checkoff cards.

Section 4.2: Save Harmless Clause. The Union shall indemnify and save the County and the Sheriff harmless against any and all claims, demands, suits, liability and other action arising from this Section or compliance therewith by the County.

#### GRIEVANCE PROCEDURE

Section 5.0: Definition of a Grievance. A grievance is defined as a controversy between the parties relating to interpretations or violations of the provisions of this agreement.

Section 5.1: Procedure.

STEP 1. The Union or the aggrieved employee shall submit the grievance orally to the employee's immediate supervisor within three (3) working days after the grievance might reasonably become known to exist. The immediate supervisor shall give an oral answer to the Union and the aggrieved employee within seventy-two (72) hours of receiving the complaint. In the event the complaint is not satisfactorily settled at this point, it shall become a grievance and the procedures hereinafter set forth shall apply.

STEP II. The grievance shall be prepared in writing and shall state the facts on which it is based, when they occurred, the Section or Sections of the agreement which have allegedly been violated and the remedy desired. The written grievance shall be submitted to the Sheriff with a copy to the County

Attorney within seventy-two (72) hours of the receipt of the oral answer in STEP I. The Sheriff or his designee shall give a written answer to the Union within seventy-two (72) hours of receiving the written grievance.

STEP III. If the answer in STEP II does not effect a settlement, the grievance shall be referred to the Sheriff or the County Attorney and a representative of the State FOP Labor Council. They, together with the Steward shall meet at the office of the Sheriff within fourteen (14) days of the answer in STEP II, for the purpose of discussing the grievance and attempting to reach a solution. Within seven (7) days of the conclusion of this meeting, the Sheriff or the County Attorney shall submit his decision in writing to the Union. Failure to do so within the specified time limits shall constitute acceptance of the Union's position and the remedy desired. In this conference either party may be represented by legal counsel.

STEP IV. If a settlement is not effected in STEP III, the party which initiated the grievance shall have the right to submit the matter to an impartial arbitrator, provided, however, that the said party shall give written notice to the other party of its intention to arbitrate, within twenty (20) days of the receipt of the answer in Step III. If the right of arbitration is exercised, both parties shall promptly submit a joint request to the Michigan Employment Relations Commission for a list of five (5) arbitrators. The loser of a coin flip shall have the

option of striking the first name from the list and the parties shall alternatively strike names from the list until only one name remains. That person shall be the arbitrator. By mutual consent the parties may reject the entire panel and request another list.

The cost of the arbitrator shall be borne equally by the County and the Union and the decision of the Arbitrator shall be final and binding on the parties.

Any arbitrator selected or appointed under this section shall have jurisdiction and authority to interpret and apply the provisions of this agreement insofar as it shall be necessary for the determination of the grievance before him, but he shall have no jurisdiction or authority to add to, subtract from, alter or amend in any way the provisions of this agreement.

Section 5.2: In all steps of the grievance procedure described above, either the employer or the Union shall have the right to specify that the aggrieved employee, his superior or both, be called in to discuss the details of the grievance in the presence of the proper representatives of both the employer and the Union.

Section 5.3: General Procedures. Time limits at any step of the grievance procedure may be extended by mutual agreement of all parties involved. Such extension agreements shall be reduced to writing and signed by the parties. In the event that the Union or the Grievant does not appeal from one step to another within the time limits allowed, the grievance shall be considered as settled on the basis of the last answer. Failure of the Employer to respond within the time limits, except as provided for in STEP

III, shall be considered a denial of the grievance and it may be automatically processed to the next step, including arbitration. Saturdays, Sundays and Holidays shall not be counted as days in the time limits included in this grievance procedure.

Section 5.4: Settlements. The grievance procedure shall stop at any point when the parties reach a satisfactory settlement. The settlement of any grievance shall be reduced to writing and signed by the Grievant, the representative of the Union and the Employer. Each party involved shall receive a copy of said signed settlement agreement.

#### SENIORITY

Section 6.0: Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Ogemaw County Sheriff's Department since the employee's last date of hire. Classification seniority shall be defined as the length of an employee's continuous service in his current classification commencing with his last date of hire in that classification. An employee's "last date of hire" shall be the most recent date upon which he first commenced employment. Employees who commence employment on the same date shall be placed on the Seniority list in alphabetical order of surnames. Any employee who changes his surname between the time he commences employment and the time he attains seniority shall be

placed on the Seniority list according to the first letter of his or her surname at the time of employment.

Section 6.1: Probationary Period. When a new employee is hired, he or she shall be considered a probationary employee for the first twelve (12) months of service. During this period of probation, the Union shall represent probationary employees for the purpose of but not limited to, rates of pay, wages, hours of work and grievances concerning all aspects of this agreement except those related to discharge or discipline.

Section 6.2: Seniority Accrual. Notwithstanding the provisions herein relative to probationary employees, all employees shall accrue seniority from their last date of hire.

Section 6.3: Seniority List. The employer shall maintain a Seniority List which shall be updated semi-annually and which list indicates name, position, class and seniority date. This list may be viewed by the Union on demand.

Section 6.4: Loss of Seniority. An employee shall lose his seniority if:

- A. He resigns or quits
- B. He is discharged or terminated from work and such discharge is not overturned by the grievance procedure contained herein
- C. He retires
- D. He is convicted of a felony or convicted of a misdemeanor for conduct which is contrary to justice, modesty or good morals

- E. He is laid off for a period of time equal to his seniority or two (2) years whichever is lesser
- F. He is absent from work including failure to return at the expiration of a leave of absence or extension, vacation or disciplinary layoff for three (3) consecutive working days without notifying the employer or his designee, except when the failure to notify is due to circumstances beyond the control of the employee
- G. Inability to return to work for medical reason after expiration of sick leave or leaves of absence or any extension thereof

Section 6.5: Military Leave. The parties agree that the time spent in the armed forces on military leave of absence or other authorized leave, and time lost because of a duty connected disability shall be included in determining seniority. Newly hired employees shall acquire seniority upon completion of their probationary period with seniority dating back to their last date of hire.

#### HOURS AND OVERTIME

Section 7.0: Work Day. The normal work day for all personnel in the bargaining unit (except cooks) shall be eight (8) hours in a twenty-four (24) hour period, commencing at 12:01 A.M. The normal



work day for the cooks shall be ten (10) hours, commencing at 12:01 A.M.

Section 7.1: Pay Period. A normal pay period shall be composed of eighty (80) hours in a fourteen (14) day period for all personnel. The pay period shall coincide with that of other County employees.

Section 7.2: Overtime. All time worked over eight (8) hours in a work day or eighty (80) hours in a pay period for all employees except cooks shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay, except that overtime shall not be paid when more than eight (8) hours are worked in one work day for (said employees) as the result of a regularly scheduled shift change, providing however, that at least ten (10) hours have elapsed between the end of one shift and the beginning of the 2nd shift. If less than ten (10) hours have elapsed between shifts, the employee shall be paid at the rate of time and one half for all hours worked during the second shift. All time worked by the cooks, over ten (10) hours in a work day and eighty (80) hours in a pay period shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay.

Section 7.3: Pyramiding. Hours for which overtime or other premium pay are paid on one basis shall not be counted again for purposes of other overtime or other premium pay.

Section 7.4: Scheduling. The Sheriff shall post a work schedule covering a four (4) week period at least seven (7) days prior to its implementation. The Sheriff shall have the right to

change the posted schedule subject to the following limitations:

- A. An employee's regularly scheduled day off shall not be changed for the sole purpose of avoiding overtime.
- B. An employee's schedule may be changed in unforeseen or emergency circumstances or for any other reason with the consent of the employee.

Section 7.5: Compensatory Time Off. Employees may elect to take compensatory time off in lieu of overtime payment subject to the approval of the Sheriff. Such compensatory time off shall be computed at the rate of one and one-half hours for each hour of overtime worked.

Section 7.6: Call-in Pay. Any employee ordered in and reporting for work at any time and for any purpose including training sessions and court appearances shall receive a minimum of three (3) hours pay at one and one-half times his regular hourly rate of pay. An employee may be assigned to work in his classification to complete the three (3) hours on such calls.

Section 7.7: Shift Swapping. Employees may agree to trade shifts with other employees for one or more days at a time, for their own convenience upon prior notification and approval of the Sheriff or the Undersheriff, Lieutenant or Sergeant. It is understood and agreed that no overtime shall result in any way for such voluntary changes, and, for overtime and scheduling purposes, it shall be presumed that the shift trade did not

occur.

Section 7.8: Equalization of Overtime. The Sheriff shall attempt to distribute overtime as equally as possible among the available employees in the classification concerned. Any employee offered overtime and refusing to work shall be charged as having worked all hours offered for equalization purposes. Notwithstanding the provisions of this section, emergency overtime work may be performed by any available qualified personnel in the classification which normally performs such work. Employees will not be considered for overtime while they are on vacation or leaves of absence either with or without pay.

#### HOLIDAYS

Section 8.0: The following days shall be recognized as holidays of the Ogemaw County Sheriff's Department:

New Years Day	Labor Day
Presidents' Day	Veterans Day
Easter	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

All full time employees covered by this agreement shall receive eight (8) hours pay at their regular straight time rate of pay exclusive of all premiums for each of the above recognized holidays in addition to any regular wages paid for the holiday.

All full time employees covered by this agreement who work on New Years Day, Easter, Thanksgiving Day or Christmas Day will be paid

one and one-half times their hourly rate for all hours worked on such day in addition to eight (8) hours of holiday pay.

Section 8.1: Pay. All payments of holiday pay shall be paid in the pay period in which the holiday occurs.

Section 8.2: Holiday Eligibility. Any employee who is on vacation when one of the holidays enumerated in Section 8.0 occurs shall receive an additional eight (8) hours of vacation or holiday pay at his option. A new employee shall not be eligible for any holiday pay during the first thirty (30) days of his employment. To be eligible for holiday pay, an employee must have worked his scheduled hours on the last scheduled work day preceding the holiday and on the first scheduled work day following the holiday, provided however that absence due to illness or other compelling personal reasons supported by adequate proof of the same shall not disqualify an employee for holiday pay if he meets all of the other conditions stipulated.

Section 8.3: Days Off. Any holiday which occurs on an employee's regular day off and for which the employee is paid will not be considered as time worked for overtime purposes.

Section 8.4: Personal Holidays. All employees except newly hired employees shall receive five (5) personal days on January 1st of each year to be used in the calendar year at the discretion of the employee subject to the limitations enumerated subsequently herein. Newly hired employees shall receive personal days in the calendar year of hire in accordance with the

following schedule:

- A. Hired between January 1 through April 30,  
accumulate four (4) personal days
- B. Hired between May 1 through August 31, accumulate  
three (3) personal days
- C. Hired between September 1 through December 31,  
accumulate two (2) personal days

Prior notice of the use of such personal holidays shall be given to the employee's supervisor at least forty-eight (48) hours in advance. More than one (1) personal leave day may be taken at any one time providing the employer is notified. Personal leave days will be subject to approval of immediate supervisor and will not be denied except for just cause. Personal days not used in the calendar year will be reimbursed by the 2nd day of January in the next year at the rate of Forty and NO/100 (\$40.00) Dollars per day.

#### VACATIONS

Section 9.0: Vacation Periods. Length of seniority on an employee's anniversary date shall determine eligibility for vacation hours according to the following schedule:

After 1 year	40 hours
After 2 years	80 hours
After 5 years	120 hours plus eight (8) hours for each year in excess of five (5) years seniority up to a maximum of 168 hours

Section 9.1: Final determination of vacation schedules is left to the determination of the Sheriff, taking into account the needs of the Department. In any event, an employee must be given the opportunity to take time off for vacation purposes before the end of this anniversary year.

Section 9.2: Prior to April 1st of each year vacations shall be scheduled with the Sheriff. In determining the vacation schedule, the most senior employee shall be the first to choose vacation, followed by the next senior and so on until each employee has made his initial choice of dates. To equalize prime vacation time, each employee shall be limited to scheduling up to ten (10) days of his vacation on his first selection. The ten (10) days so selected may be used during any available vacation period. After each employee has made his first selection, then each employee shall select the balance of his vacation in the same order that his initial selection was made.

Section 9.3: Advance Pay. Eight (8) hours of vacation shall mean eight (8) hours at the individual employee's regular hourly rate, excluding shift premiums. Upon request at least two (2) weeks in advance of the starting date of an employee's vacation, an employee shall be given his vacation pay covering the amount of vacation he is currently taking. Such payment shall be made on the last pay day preceding the commencement of his vacation.

Section 9.4: Should an employee be off sick during his scheduled vacation time, he may be permitted to change his vacation to another date which will not conflict with another employee's vacation. Consideration of such a request is contingent upon prompt notice and proof of illness to the Sheriff.

Section 9.5: When an employee quits, is discharged, retires or dies, he or his heirs shall be paid for all unused accumulated or earned vacation.

Section 9.6: When an employee returns from military leave of absence, the total time in military service shall be counted in determining the number of vacation hours for which he is eligible.

Section 9.7: Vacations shall be taken in forty (40) hour increments. However in unusual situations and with the prior approval of the Sheriff, vacations may be taken in lesser increments.

#### SICK LEAVE

Section 10.0: Sick leave shall accumulate at the rate of eight (8) hours for each month of service up to a maximum accumulation of seven hundred sixty-eight (768) hours.

Section 10.1: In the event that an employee retires on a regular pension or disability pension, or dies, he or his heirs shall be paid for one-half of all unused, accumulated sick leave at the rate of Thirty and NO/100 (\$30.00) Dollars for each day of such sick leave.

Section 10.2: In the event an employee terminates his employment through a voluntary quit, he shall be paid for all unused, accumulated sick leave in excess of Seven Hundred Sixty-eight (768) hours at the rate of Thirty and NO/100 (\$30.00) Dollars for Eight (8) hours of sick leave.

Section 10.3: General Rules. Sick leave may be used only in cases of actual sickness.

An employee shall promptly notify the Sheriff or his designee of any illness or disability which will prevent him from working. Proof of illness by means of a signed statement from a physician, may be required by the Sheriff for any absence in excess of three (3) consecutive working days.

By January 31st of each year, an employee shall be paid for all unused sick leave in excess of Seven Hundred Sixty-eight (768) hours as of the previous December 31st, at the rate of Thirty and NO/100 (\$30.00) Dollars for each Eight (8) hours of unused sick leave.

An employee returning from sick leave will resume the classification and shift he previously held, provided that he can do the work.

Accumulation of sick leave shall not begin until thirty (30) days from the date of employment.

An employee whose personal illness extends beyond the period for which compensation is received shall be granted such additional leave of absence without pay, as is necessary for the



complete recovery from such illness, provided such additional leave does not exceed a total of six (6) months. Notwithstanding anything to the contrary, additional non-paid sick leave may be granted at the sole discretion of the County. Upon return to work from such leave, an employee shall be assigned to a like position to the one he held at the time he became sick. An employee requesting such leave shall submit a certificate signed by a physician indicating the need for such leave. In the event of any dispute under this provision, the employee shall submit himself to an examination by a Doctor designated by the Sheriff. The cost of this examination shall be borne by the County.

#### BEREAVEMENT LEAVE

Section 11.0: Death in the Immediate Family. In the event a death occurs in the immediate family of an employee, he shall be entitled to Twenty-four (24) hours off with pay. Additional time may be authorized by the Sheriff. Immediate family is defined as:

Parent, wife or husband, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren.

Section 11.1: An employee will be allowed Eight (8) hours off with pay to attend the funeral of other close relatives at the discretion of the Sheriff, provided such funeral day is a normal work day scheduled for the employee.

### LODGE BUSINESS LEAVE

Section 12.0: State and National Conventions. Upon advance notice and with approval of the Sheriff, leaves of absence without pay for a period of not to exceed fifteen (15) days will be granted to employees to attend State and National Lodge Conventions. Seniority will accumulate during such leaves.

### LAYOFF AND RECALL

Section 13.0: Definition. Layoff shall be defined as a separation of employees from the active work force due to a lack of work or a lack of funds. Recall shall be defined as a return to work at a permanent position in the Department from such layoff.

Section 13.1: Order of Layoff. No permanent employee shall be laid off from his position with the Sheriff's Department while any probationary or temporary employees are serving in the same position.

Except as provided for in Section 13.2, layoff or employees in the Department shall be in inverse order of seniority within the classification affected.

All employees shall have twenty-one (21) days advance notice before a layoff.

Nothing in this section shall prohibit an employee with enough seniority to avoid layoff, to accept a voluntary layoff.

If an employee takes such action, he or she must do so with the full knowledge that recall shall be in inverse order of layoff without regard to his or her seniority.

Section 13.2: Demotion in Lieu of Layoff. Any employee subject to layoff who so requests in writing within twenty-four (24) hours after receipt of notice of layoff, shall, in lieu of layoff, be demoted to a lower classification within the Department, if he has a greater length of continuous service in the Department than the employee holding such position, if he has previously held the position and if he is qualified to perform the work of the position. Demotion can only be made into a classification where the employee being demoted has previously held permanent status; except that any employee on the payroll who was a member of this bargaining unit on January 1st, 1981, shall have the right of demotion to a lower classification solely on the basis of seniority and regardless of whether or not he or she had ever held permanent status in the classification to which he or she is being demoted.

Section 13.3: Recall. Employees on layoff status who retain seniority shall be recalled for any permanent position which becomes open in which they had previously held permanent status and for which they are qualified. Such recalls shall be in inverse order of layoff with the last person being laid off recalled first. The Sheriff shall notify the employee of recall by Certified Mail to the employee's last known address and if the employee does not report within ten (10) days of the date the

letter is sent, or such longer time as shall be acceptable to the Sheriff, the employee shall be deemed to have refused recall and be considered as a voluntary quit. The Sheriff may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure.

#### DISCIPLINARY ACTION

Section 14.0: Written Notice. In the event the Sheriff takes disciplinary action against an employee involving a written reprimand, a suspension or discharge, the Sheriff or County Attorney shall furnish the Employee and the Union with a written notice sufficient to inform the employee of the nature of the acts or conduct which have given rise to the disciplinary action. Such statement shall be furnished at the time the penalty is imposed.

Section 14.1: Past infractions. In imposing any discipline on a current charge, the employer will not base his decision upon any prior infractions which occurred more than two (2) years previously, unless the previous infraction is directly related to the current charge.

Section 14.2: Just Cause. All disciplinary action imposed shall be for just cause, subject to the Sheriff's rights under M.C.L.A. 51.70. Any question of just cause shall be resolved through the grievance procedure. Probationary employees shall not be entitled to any of the benefits and procedures of this section.

### PROMOTIONS

Section 15.0 The Sheriff shall consider qualified employees of the Department for promotional opportunities that become available. Selection of employees for promotion shall be made by the Sheriff in his complete discretion based upon the employee's experience, his ability to perform the available work, his training and his background.

### RETIREMENT

Section 16.0: The Municipal Employees Retirement Plan C-2 with a B-1 base and a F55 Rider (Formerly 47F) [full retirement at age 55 with 15 years of service] shall be continued for all employees covered by this agreement. Employee contributions to the plan shall be made at the rate of four (4%) percent of payroll.

### UNIFORMS

Section 17.0: Uniforms Provided. The employer agrees to provide and maintain the following uniform and equipment for all deputies.

Four winter shirts	Four pair trousers
Four summer shirts	1 winter hat 1 summer hat
1 pair plain black shoes	1 pair rubber zipper galoshes
All uniform accouterment (limited however to two badges and 2 name plates)	
1 helmet with face shield	1 winter jacket

1 complete set of leather      1 spring jacket  
1 riot baton

The female Bailiff shall receive the following items of clothing:

Four winter shirts	Four summer shirts
Four pair trousers	1 pair shoes
1 belt	1 summer coat
1 winter coat	

The female dispatch employees shall receive:

Three pair trousers	Four summer shirts
1 belt	1 pair shoes

The jailer shall receive:

Two pair of trousers	Four shirts (of the wash and wear variety)
1 pair of shoes	

to be maintained at their  
own expense

The Detective shall receive one complete uniform as provided the deputies. In addition, the Detective shall be allowed a clothing allowance of \$200.00 per year. Clothing under this allowance shall be purchased by the Detective and charged to the County after authorization by the Sheriff.

All equipment shall be replaced as determined by the Sheriff. In order to make replacement determination, at least twice yearly the Sheriff shall cause an inspection to be made of all clothing and equipment.

Section 17.1: Any equipment or uniforms provided by the County

with the exception of the shoes, remain the property of the County and shall be returned to the County in the event an employee terminates his employment with the County.

Section 17.2: In the event any personal property of an employee is lost or destroyed when an employee is in performance of his duty, a claim may be submitted to the Board of Commissioners for reimbursement of the lost or destroyed article. Each claim will be considered by the Board on its individual merits, and the determination of the Board shall be final and not subject to the Grievance procedure.

#### WAGES AND PREMIUMS

Section 18.0: Wages. See Appendix A for classification and rate schedule.

Section 18.1: Shift Premium. Shift premium shall be paid according to the following schedule:

6:00 a.m. to 2:00 p.m.	No premium
2:00 p.m. to 10:00 p.m.	\$2.50 per shift
10:00 p.m. to 6:00 a.m.	\$2.75 per shift

In the event an employee's work schedule overlaps any of the above shifts he will be paid a shift premium for the entire shift if he works in excess of four (4) hours on the premium shift.

Female cooks and female dispatchers shall receive \$2.00 extra per shift for any shift they are required to make matron checks or in any way act as a matron. The appropriate record check and book work will be completed by them when acting as

matron.

Section 18.2: Education Premium. The County will provide the following annual premium to employees having a degree from a recognized junior college, college or university:

- a) \$100.00 to employees with an associates degree
- b) \$200.00 to employees with a bachelor's degree
- c) \$300.00 to employees with a master's degree
- d) \$400.00

to employees with a doctorate degree

Payment of the above sum will be by separate check and in addition to the base hourly rate paid employees. To be eligible for payment, the employees must have the degree on January 1st of the payment year. Newly hired employees with a degree shall not be eligible for this premium until the January 1st following hire except in the case of any employee who is hired on the 1st, 2nd or 3rd day of January.

#### HOSPITAL AND MEDICAL INSURANCE

Section 19.0: Hospital and Medical Insurance. The present Blue Cross/Blue Shield Medical Insurance Plan or equivalent shall be continued for the life of this agreement. Beginning with the first full pay period following the 1988 Blue Cross/Blue Shield open enrollment period, employees not enrolled in the program will be paid the sum of \$400.00. In the event an employee receives payment and subsequently enrolls in the program before



the next open enrollment period, said employee shall refund the entire \$400.00 to the County.

Section 19.1: Life Insurance. The County shall provide each covered employee with life insurance in the amount of Ten Thousand and NO/100 (\$10,000.00) Dollars with an accidental death and dismemberment rider.

Section 19.2: Optical Insurance. The present Blue Cross/Blue Shield Family Optical program with a Twelve and 50/100 (\$12.50) Dollar co-pay provision shall be continued for the duration of the contract.

Section 19.3: The County will pay the full cost of the Michigan Blue Cross/Blue Shield Dental Plan for all covered employees with the following dental benefits:

No Deductible: The Blue Cross and Blue Shield of Michigan Dental Plan pays reasonable charges for covered expenses with NO deductible.

Coinsurance

Class I: Diagnostic services, preventive services, and palliative treatment are covered at 75% of reasonable charges.

Class II: Restorative, endodontic, periodontic services, oral surgery, repairs, adjustments and relining of dentures and bridges and adjunctive general services are covered at 75% of reasonable charges.

Class III: Construction and replacement of dentures and bridges covered at 75% of reasonable charges.

Class IV: Orthodontic services are covered at 50% of reasonable charges.

Annual Maximum - Each member is entitled to maximum benefits of \$1,000.00 every contract year.

Orthodontic Lifetime Maximum - Each member (up to age 19) has a lifetime maximum of \$1,000.00 available for orthodontic services.

Section 19.4: Whenever a seniority employee shall be on an approved leave of absence because of illness after having exhausted his accumulated sick leave, the County shall continue to provide the benefits of Section 19.0 and Section 19.1, 19.2 and 19.3 (if applicable) for such employee for the duration of such leave of absence or for six (6) months, whichever is less.

Section 19.5: Liability Insurance. The County will pay the full cost of the Law Enforcement Comprehensive Professional Liability Insurance, Plan A, as provided by the National Sheriff's Association, or its equivalent, including the membership fee in Sheriff's Association.

Section 19.5: Employee Contributions. All increases in the premiums for medical, optical and/or life insurance shall be paid by the employees up to a maximum contribution of one Hundred Thirty and No/100 (\$130.00) Dollars annually. Employee contributions shall be made by payroll deduction up to a maximum deduction of Five and NO/100 (\$5.00) Dollars per pay.

## TRAINING

Section 20.0: The Sheriff may require employees of the bargaining unit to attend specialized schools at his discretion. The employer shall pay the tuition and related expenses and provide adequate transportation for attendance at any training session. In the event that transportation is not available and an employee is requested to use his own vehicle, he shall receive the mileage allowance at the then current rate paid by the County for such vehicle use. An estimate of any expenses shall be paid in advance. Any difference between the estimate and the actual expenses incurred shall be adjusted within one (1) month after the completion of the training session.

## SAFETY

Section 21.0: The Sheriff and the County shall have the responsibility to maintain all equipment and buildings in a safe condition and to provide a place of work that is reasonably free from safety and health hazards. It shall be the duty of the employee to maintain all clothing and equipment issued to him in a safe operating condition.

Section 21.1: When an employee shall find equipment as unsafe for use in the performance of his duties he has the duty to immediately report such unsafe conditions to his supervisor, and if the condition is not satisfactorily resolved, the employee may have recourse through the grievance procedure provided herein.

Section 21.2: Each Deputy shall be furnished with a bullet proof

vest. All vests will be inspected and those five (5) years old or older will be replaced. A new vest T-shirt will be provided each year.

Section 21.3: Whenever possible all patrol cars shall be manned with at least two (2) certified officers between 9:00 p.m. and 6:00 a.m.

#### BULLETIN BOARDS

Section 22.0: The County agrees to provide adequate bulletin board space to the Union for the purpose of posting notices of Union meetings, Union elections, Union reports, Union and Lodge recreational activities, etc. Nothing shall be posted on the bulletin boards that contain anything of a partisan or political nature or anything that may be considered libelous or slanderous of any person.

#### VALIDITY

Section 23.0: In the event that any section of this contract shall be declared invalid or illegal, such declaration shall in no way affect the legality or validity of any other provisions.

#### MILEAGE AND EXPENSES

Section 24.0: Mileage. In cases where an employee is required by the Sheriff to use his private vehicle in the performance of his duties, he shall be reimbursed for mileage at the current mileage

rate allowed by the County.

Section 24.1: Expenses. An employee shall be reimbursed for food and lodging for any day on which he is engaged in County business outside the confines of Ogemaw County, in accordance with the reimbursement schedule adopted by the Ogemaw County Board of Commissioners.

#### MISCELLANEOUS LEAVES

Section 25.0: Maternity Leaves. An unpaid leave of absence shall be granted for pregnancy not to exceed six (6) months, with such leaves starting on a date agreed upon by the employer and the employee in accordance with the recommendation of the employee's physician. Prior to return to active employment, the employee must present a statement from her physician that she is able to return to work.

Section 25.1: Personal Leaves of Absence. Leaves of absence without pay for a bona fide reason (which shall not include employment for another employer) shall be granted to employees for periods not to exceed ninety (90) working days per calendar year. Such leave shall not cause any loss in seniority and must be approved in writing. Such periods of leave may be extended for additional ninety (90) day periods subject to the written approval of the Sheriff.

Section 25.2: Military Leave. Employees who are drafted into armed services will be granted a leave of absence for their tour of duty. Seniority will accumulate during such leaves.

Employees returning to employment following duty in the armed forces must be available for work no more than thirty (30) days following the completion of their military service.

Section 25.3: Military Reserve Leave. An employee who is a member of the National Guard or Reserve Unit who is called to active duty will be given time off to fulfill his obligation without pay.

#### GENERAL PROVISIONS

Section 26.0: Pay Day. Pay days shall be every other Thursday. When a regular Pay Day falls on a holiday, payment shall be made on the day preceding the holiday.

Section 26.1: Voting. If employees are on duty on election day, they will be allowed to vote while on duty.

Section 26.2: Gun Carrying Allowance. Employees who are required to carry a gun during their off duty hours shall be paid the sum of Two Hundred Fifty and NO/100 (\$250.00) Dollars per year in addition to any other pay. Payments of such gun carrying allowance shall be by means of a separate check in two (2) equal installments of \$125.00 each, the first installment to be paid on the first pay day in June and the second installment to be paid on the first pay day in December. Payments will be pro-rated for those employees who do not serve a full year at the rate of Twenty and NO/100 (\$20.00) Dollars per month for each month served.

Section 26.3: Pass Days. Each pass day (day off) authorized in the posted schedule shall consist of at least twenty-four (24) consecutive hours off duty.

Section 26.4: Ammunition (Factory Load). The County shall provide up to fifty (50) rounds of ammunition per month for practice providing however that all brass casings shall be returned before new practice ammunition is issued and providing further that any practice ammunition provided shall be used only by the employee to whom it is provided.

Section 26.5: Residency Requirement. All Deputies and Jailers employed by the Ogemaw County Sheriff's Department shall be residents of Ogemaw County or become residents within six (6) months following employment. Failure to comply with this provision of the agreement will result in immediate termination of employment, providing however, any Deputy presently residing outside the County shall not have to comply with this provision, providing he was an employee of the department on January 1, 1981.

Section 26.6: Outside Employment. No employee of the Unit shall work free or for remuneration in any other law enforcement capacity, including acting as Constable, nor for any other law enforcement agency, without the prior written permission of the Sheriff.

Section 26.7: Janitorial services for the jail with the exception of the kitchen and cell block will be provided by the Ogemaw County Custodial Staff, provided however that nothing

contained herein shall prevent the Sheriff from utilizing "prisoner trustees" in lieu of the Ogemaw County Custodial Staff. Section 26.8: An employee working a regular shift whose assigned duties prevent him from obtaining a meal at an outside location shall be furnished a meal by the Sheriff's Department providing said meal is available and served during his shift.

#### DURATION AND RENEWAL

Section 27.0: This Agreement shall be binding on the parties hereto, their successors and administrators. This Agreement is effective January 1, 1988, except as otherwise noted and shall remain in effect until December 31, 1990. The Agreement shall then automatically be renewed for additional periods of one (1) calendar year unless either party, at least sixty (60) days prior to the expiration date shall notify the other party of its desire to modify or terminate the Agreement.



1988, 1989 and 1990 CLASSIFICATIONS AND RATES

	<u>Effective 01-01-88</u>	<u>Effective 01-01-89</u>	<u>Effective 01-01-90</u>
Lieutenant	10.24	10.55	10.92
Sergeant	10.03	10.33	10.69
Deputy	9.87	10.17	10.53

WAGE PROGRESSION SCHEDULE

DEPUTIES

0 to 1 year	9.31	9.59	9.93
1 to 2 years	9.42	9.70	10.04
2 to 3 years	9.64	9.93	10.28
3 years and over	9.87	10.17	10.53

WAGE PROGRESSIVE SCHEDULE

JAILERS

Chief Jailer	8.27	8.52	8.82
Jailer	8.10	8.34	8.63

-----

0 to 1 year	7.36	7.58	7.85
1 to 2 years	7.86	8.10	8.38
2 to 3 years	7.99	8.23	8.52
3 years and over	8.10	8.34	8.63

BAILIFF

0 to 1 year	5.76	5.93	6.14
1 to 2 years	6.28	6.47	6.70
2 to 3 years	6.56	6.76	7.00
3 years and over	6.91	7.12	7.37

DISPATCH

0 to 1 year	5.76	5.93	6.14
1 to 2 years	6.28	6.47	6.70
2 to 3 years	6.56	6.76	7.00
3 years and over	6.80	7.00	7.25

SECRETARY

0 to 1 year	6.04	6.22	6.44
1 to 2 years	6.67	6.87	7.11
2 to 3 years	7.22	7.44	7.70
3 years and over	8.02	8.26	8.55

COOKS

Head Cook	6.55	6.75	6.99
Second Cook			
0 to 1 year	4.54	4.68	4.84
1 to 2 years	5.04	5.19	5.37
2 to 3 years	5.51	5.68	5.88
3 years plus	6.16	6.34	6.56

In Witness Whereof, the parties hereto set their hands on this  
\_\_\_\_\_ day of \_\_\_\_\_, 198 , A. D.

For the County:

\_\_\_\_\_

Charles J. Jennings

John Williams

For the Union:

Paul Kanopa  
F-o-P. Field Rep

Richard F. Meyer

Mark Subrook