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AGREEMENT

Between

OTSEGO COUNTY BOARD OF COMMISSIONERS

OTSEGO COUNTY SHERIFF

and

LABOR COUNCIL

MICHIGAN FRATERNAL ORDER OF POLICE

JANUARY 1, 1990

thru

DECEMBER 31, 1991

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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PREAMBLE

THIS AGREEMENT, made and entered into this 25th day of May, 1988 by and between THE OTSEGO COUNTY BOARD OF COMMISSIONERS, of Otsego County, Michigan, Sheriff, Otsego County, Michigan, hereinafter referred to as the EMPLOYER and THE STATE LODGE OF MICHIGAN, FRATERNAL ORDER OF POLICY LABOR COUNCIL, hereinafter called the UNION, and COLLECTIVELY as the PARTIES.

WITNESS:

WHEREAS, the above parties are desirous of facilitating peaceful adjustment of all grievances which may arise from time to time between the employer and employee; and

WHEREAS, the parties are desirous of promotion and improving peaceful employee, employer and economic relations between the parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as contained herein, the parties agree as follows:

ARTICLE I

RECOGNITION, AGENCY SHOP AND DUES

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedules.

SECTION 2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in

this Agreement, including dues or service.

(b) In accordance with the policy set forth under paragraph (1) and (2) of this Section, all employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

(c) The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability arising out of or by reason of action taken or not taken by the County under this Article.

ARTICLE II

DEDUCTION OF DUES

SECTION 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues of the Fraternal Order of Police provided, however, that the Union presents to the Employer authorizations,

signed by such employees, allowing such deductions and payments to the Fraternal Order of Police. This may be done through the Steward of the Union.

(a) Monthly fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deductions and transmission of Union dues.

ARTICLE III

PROBATIONARY PERIOD, UNIT WORK, TRAINING

SECTION 1. A new employee shall work under the provisions of this Agreement but shall be employed on a twelve (12) month trial basis, during which he may be discharged without recourse to the contractual grievance procedure, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Union members. After twelve (12) months, the employee shall be placed on the regular, (non-probationary) seniority list as of date of hire. In case of discipline the Employer shall notify the local Union in writing. Time lost by the employee shall be discounted from the twelve (12) month probationary period except that absence from the job due to Employer sponsored schooling or training or for personal leave of absence inclusive of illness in any form for up to twenty (20) days shall not constitute time lost. A unit employee rehired after layoff for greater than his loss of seniority period (Article VII - Section 5c) will only have to complete a new six (6) month probationary period if prior to the employee's layoff he had already satisfied the original probationary period set forth above.

SECTION 2. The Employer recognizes the skills required of the Police Officer. The Employer further recognizes that in the event it becomes necessary by law, public demand or desirable at Employers discretion to improve and upgrade methods, procedures and/or equipment of the personnel in the Department, the County agrees to provide all schooling, training or other method of upgrading the personnel while on County time. (This includes training with all firearms.) The County also agrees to keep First Aide and C.P.R. certifications held by members of the bargaining unit in a current status, for those members who request such training. It is understood that such training is to be scheduled by the Sheriff so as to not interfere with the functioning of the Department or to result in overtime payment to bargaining unit members.

ARTICLE IV

WAGES

Attached hereto and marked Schedules are schedules showing the classification and wage rates of the employees covered by this Agreement. Said Schedules further set forth the hours of work, regular working conditions, and other details of employment. It is mutually agreed that said Schedules and the contents thereof shall constitute a part of this Agreement.

ARTICLE V

SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the employer solely agrees that no work or services hereafter, but not previously assigned to any classification or division of the bargaining unit or other county employee, will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other person or non-unit employees, if it would cause a lay-off or loss of pay to any of its present employees in the bargaining unit at the date of this contract. Thus, excluded from the above are all functions previously performed by non-unit employees as well as at times unit employees. In sum, the parties intent is to maintain the status quo and accordingly, these functions can continue to be performed by such non-unit employees as in the past. Additionally, it is agreed that if the hiring of any additional non-supervisory employees over and above the normal complement for the position to perform these functions in and of itself would directly and immediately cause the layoff of a bargaining unit employee, then the position shall be offered to such employee to be laid-off before the additional employee is employed. It is further agreed that if the employee to be so laid-off accepts such position he shall be paid at the rate of such position and not his rate of pay prior to being laid-off unless his rate of pay at time of layoff is lower.

ARTICLE VI

EXTRA CONTRACT AGREEMENTS

SECTION 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE VII

SENIORITY

SECTION 1. Seniority shall be defined for the purpose of the Agreement to mean the length of an employee's continuous service with the Department from his last permanent hiring date.

SECTION 2. Classification seniority shall prevail in the layoff and recall of employees. An employee so laid off shall have the right to bump into a lower contractual classification based upon seniority and the ability to perform the work of the new classification without necessity of training. Said employee shall assume the wage rate of the applicable wage grade

within the lower classification. The affected employee shall have the right to accept layoff in lieu of bumping rights.

SECTION 3. In any event, in reducing the work force because of lack of work or other legitimate cause, all probationary and part-time workers shall be laid off before any member of the bargaining unit who has reached seniority status. Recall from layoff shall be in inverse order of layoff. In the layoff and rehiring of laid off personnel, the particular work performed by said employee shall be considered as an important factor. The Union and the Employer shall jointly decide the extent to which "work performed" shall hold weight in determining the layoff and rehire of personnel.

SECTION 4. An employee, upon recall from layoff, may be required to take a physical examination by a County-designated doctor at County expense if said employee has been on layoff for a period of thirty (30) calendar days or more to determine whether a condition has arisen since the layoff which would prevent the employee from returning to work due to inability to perform the full scope of duties required of the classification laid-off from.

SECTION 5. The Employer shall post a list of the employees arranged in order of their classification seniority. This list shall be posted in a conspicuous position at the place of employment.

SECTION 6. Seniority shall be broken and the employee terminated by:

- (a) Discharge.
- (b) Voluntary quit.
- (c) Layoff for a period of one (1) year or length of seniority whichever is the lesser.
- (d) Failure to return from leave of absence or vacation absent proper excuse.
- (e) Retirement.
- (f) Absence for three (3) or more consecutive scheduled work days without notification to the Employer.

SECTION 7. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of layoff and recall to work, mailed to his last known address by certified mail. In the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all seniority rights under this Agreement and be terminated. Exception can be made due to extenuating circumstances.

SECTION 8. The Steward shall be granted super-seniority for purposes of layoff and rehire providing he has the ability and qualifications to do the available work.

SECTION 9. An employee is a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the union shall not accumulate seniority while

working in a supervisory position, beyond twelve (12) months from date of promotion. The same seniority continuation will be applicable to a bargaining unit employee who is elected to the office of Otsego County Sheriff. The employee who is so transferred or demoted, or the Sheriff at the conclusion of his service as such, shall commence work in a job generally similar to the one he held at the time of his promotion and he shall maintain the seniority rank he had at the time of his promotion. It is further understood that no temporary demotions in supervisory positions will be made during the temporary layoffs.

SECTION 10. Members of the bargaining unit elected and/or appointed to any public office outside the Sheriff's Department which conflicts with his ability to perform his duties shall be considered as having resigned.

SECTION 11. It shall be the responsibility of each employee to notify the Department of any change of address or telephone number. The employee's address as it appears on the Department's records shall be conclusive when used in connection with the layoff, recall or other notices to employees.

ARTICLE VIII

DISCHARGE OR SUSPENSION

SECTION 1. The employer shall not discharge or suspend any employee without just cause, and in respect to discharge or suspension shall give at least two (2) warning notices of the complaint against such employee, to the Union steward and the

employee in writing, except that no such warning notice need be given before an employee is discharged if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in serious accident while on duty, where provided elsewhere in the contract or where provided for in reasonable work rules established by the employer.

SECTION 2. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of such warning notice for purposes of disciplinary action. Discharge must be by proper notice to the employee and the Union. A discharge or suspension can be protested by filing a grievance at Step 2 of the Grievance Procedure in a timely manner.

An employee may petition, with cause/merit, the Sheriff after thirty (30) days for removal of said warning notice. The Sheriff is to reply to said petition within ten (10) working days, after which the employee upon receiving a negative answer has ten (10) working days to appeal the Sheriff's decision to the County Personnel Committee. The Personnel Committee shall respond within ten (10) working days to said appeal.

SECTION 3. Any employee shall have the right to examine any and all personnel files maintained by the Employer regarding the employee, with the exception of employment letters of recommendation, upon written request during the normal business hours construed to be 9:00 a.m. to 5:00 p.m., Monday through Fridays, excepting holidays.

ARTICLE IX
GRIEVANCE PROCEDURE

SECTION 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

SECTION 2. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee, the Steward, or both, and the Sheriff. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union within five (5) working days of the alleged grievance, and deliver same to the Sheriff who shall render his written response within seven (7) days thereafter. The time limits to this sub-section can be extended by mutual agreement of the Union and the Sheriff.

Step 2. In the event the grievance is not settled in Step 1, the Steward shall have five (5) working days to process the grievance and hand to the County Coordinator or, in his/her absence, to the Chairman of the County's Personnel Committee. A meeting shall be scheduled within ten (10) working days. The grievant, steward and Union official (optional) shall meet with the Sheriff and the Personnel Committee or its designate. The Personnel Committee or its designate shall issue a written response within five (5) work days after the meeting. The time limits relative to this sub-section can be extended by mutual agreement of the Union and the Coordinator and/or Chairperson of the Personnel Committee.

If the grievance has not been settled in Step Two (2), the parties, or either party, may submit such grievance to arbitration provided such submission is made within ten (10) working days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations, then existing, within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties except that each party shall pay the expenses of its own witnesses.

SECTION 3. It is further agreed that in all cases of any unauthorized strike, slow-down, walk-out or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hours of such unauthorized work stoppage will have the sole and complete right of discipline including discharge.

SECTION 4. Any grievance settlement reached between the Department and the Union shall be reduced to writing and is binding on grievants affected and cannot be changed by any individual.

SECTION 5. In the event disciplinary action is taken resulting in loss of pay and the Union prevails in arbitration, the Arbitrator, in the event he awards back-pay, may also assess interest penalties on wages withheld by the Employer.

Claims for back wages shall be limited to the amount of wages the employee would otherwise have earned, less any unemployment or other compensation that he may have accrued from any source during the period of back pay.

SECTION 6. The County shall not be required to pay back wages or any monetary amount for any period more than ten (10) days prior to the date the written grievance is actually filed.

SECTION 7. If an employee or the Union at any time pursues any claim or complaint involved under the grievance procedure in any other legal or administrative forum, then said employee or Union must elect prior to the arbitration step which forum the matter will then proceed. Once that election is made, the matter will be withdrawn from all other forums and the elected forum will then be the sole method of procedure.

ARTICLE X

STEWARDS

The Employer recognizes the right of the Local Union membership to elect one job Steward and one alternate from the Employer's seniority list. The authority of the job steward and alternate so elected by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with his Employer or the designated County representative in accordance with the provisions of the collective bargaining agreement during working hours without the loss of pay;

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

(a) have been reduced to writing, or

(b) if not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, or any other interference with the Employer's business.

The job Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business. The Employer shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. The Steward shall be permitted time

to investigate, present and process grievances on the Employers property without the loss of time or pay, without disclosure until the investigation is complete, during his regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agree upon previously by the Steward and the Employer Representative. Permission shall be granted by the Employer.

ARTICLE XI

ABSENCE

Section 1. Any employee desiring a leave of absence from his/her employment shall secure written permission from the employer.

The maximum leave of absence except for maternity leave, shall be for thirty (30) calendar days and may be extended for like periods, providing the Employer has granted an extension prior to the end of such original leave in writing.

Permission for extension must be secured from the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights and discharge for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights except as per Section 5 of this Article.

The Employer shall make a deligent effort to notify the Local Union upon the granting of such leaves.

SECTION 2. The Employer agrees to grant time off not to exceed three (3) days in any one calendar year, without discrimination or loss of seniority rights and without loss of pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided one (1) weeks written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

SECTION 3. For loss of time due to illness or injury not incurred in the line of duty, the Employer will continue to provide Life Insurance and Hospitalization benefits to eligible employees during the period within which the employee exhausts accumulated sick leave benefits and for four (4) months thereafter.

SECTION 4. The Employer shall provide Life Insurance and Hospitalization to eligible employees on lay-off for a period of four (4) months from day of lay-off or length of seniority, whichever is the lesser.

SECTION 5. The seniority of an employee shall be terminated in the event said employee is off the job due to illness or injury not incurred in the line of duty for a one (1) year period. However, in the event said employee can present medical verification to the effect that he/she would be available for full duty within the second year, a second year shall be granted by the Employer. This verification must be

presented on or before the twelfth (12th) month of the first year.

SECTION 6. Any employee who seeks and/or obtains gainful employment while on leave of absence shall be automatically terminated from the Employer effective the date the leave of absence started, unless the employee obtains approval from the Employer to engage in said gainful employment.

SECTION 7. Unless qualified elsewhere in this Agreement, an employee shall be liable and must make suitable arrangements for continuation of all insurance payments before a leave of absence may be approved by either the Employer or Union.

SECTION 8. Maternity Leaves

Maternity leaves without pay shall be granted under the following conditions:

- (1) The Sheriff shall be notified of the pregnancy no later than the end of the fourth month.
- (2) At any time after the fourth month of pregnancy, an employee may be granted maternity leave. Employees may continue to work after the fourth month provided that they shall present to the Sheriff a letter from their doctor stating that they are able to continue to work and perform their regular duties. This doctor's statement must be renewed monthly during the pregnancy.

- (3) Maternity leaves shall be for as long a period as necessary to insure the health and safety of both mother and child but in no case shall such leave extend beyond 90 days following delivery. An extension for an additional 90 days may be granted at the sole discretion of the Employer. There shall be no further extension.
- (4) Employees who fail to return to work within the limitations in Paragraph 3 shall be considered a voluntary quit.
- (5) Employees shall not lose any seniority already accrued at the time of commencement of Maternity Leave but shall not accrue any additional seniority while on such leave.

ARTICLE XII

LIMITATION OF AUTHORITY AND LIABILITY

SECTION 1. No employee, Union member or other Agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965.

SECTION 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article IX of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE XIII

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operations relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement unless such conditions of employment are covered by this Agreement.

ARTICLE XIV

GENERAL

SECTION 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the local Union and/or representatives of the Employer concerning matters covered by this Agreement, except for restrictive areas of the Cell Blocks and without disrupting the work process, with prior notice to the Employer.

SECTION 2. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with employee consent.

SECTION 3. The Employer shall provide for bi-weekly pay periods. In view of the unique nature of departmental functions checks will be distributed at 4:00 p.m. on Thursday of the applicable pay period. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Current sick and vacation time bank accounting will be provided each pay period by the Employer.

SECTION 4. Full-time employees who are required to be bonded, the cost of said bond shall be borne by the Employer.

SECTION 5. The practice of four (4) complete winter uniforms and four (4) complete summer uniforms shall be supplied to all uniformed employees. The Employer further agrees to replace such uniforms as needed.

(a) The employer will provide wash rooms and lockers for the changing and storing of clothing. Lockers of individual officers will not be open for inspection except with permission of and in the presence of the officer or court order.

SECTION 6. The Employer will provide for the Employee false arrest insurance.

SECTION 7. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer.

SECTION 8. When an employee is required by the Employer to provide his own transportation to and from a job location he shall receive an allowance equal to the current County rate, or will be provided with transportation by the County.

(a) For any schooling or in-service training assigned by the Employer occurring on a leave day or off duty

day, the employee will be paid a minimum of three (3) hours at straight time.

SECTION 9. If the County places a new job in the Unit which cannot be placed in an existing classification, the County shall notify the Union prior to establishing the wage rate. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation and if no agreement can be reached, the Union may utilize the contract grievance procedure.

This new job will be posted and filled in the same manner as is a declared vacancy which is according to seniority if all other matters such as ability and qualifications are equal. The County reserves the right to hire or appoint from outside the unit in the event no unit employee successfully bids on any posted vacancy or new job as described above.

SECTION 10. When an employee is assigned work in a lower classification during the work day he shall not suffer a reduction in pay.

SECTION 11. Any employee who is demoted or who permanently transfers or exercises bumping rights in layoff situations shall immediately assume the wage rate of grade of the position assumed.

SECTION 12. The Employer agrees that upon trade-in of present automobiles, new automobiles will be ordered containing the standard police package.

SECTION 13. No employee shall be required to perform non-law enforcement duties other than those usually assigned to their respective classification.

SECTION 14. All equipment deemed necessary by the Employer to perform duties assigned to employees within their classification shall be furnished by the Employer.

SECTION 15. The Employer shall furnish first aid kits to be placed in all road patrol cars.

SECTION 16. The County will provide uniform cleaning at a designated cleaner chosen exclusively by the County.

Section 17. An Equipment allowance of \$100.00 per year will be provided to unit employees. Effective January 1, 1991, the allowance will be increased to \$150.00. This amount to be paid in January each year.

SECTION 18. Twenty-five (25) rounds of practice ammunition will be furnished monthly. It is understood that such ammunition will be used solely for practice with spent shells returned to the Sheriff.

SECTION 19. Loss or Damage. Employees shall not be charged for loss or damage of the Employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer unless clear proof of negligence is shown.

SECTION 20. Longevity Pay. Full-time employees who have completed a minimum of six (6) years of service with the employer will receive longevity amounts as follows:

Years of Full-Time Service

Amount

6	
7	\$110.00
8	120.00
9	130.00
10	140.00
11	150.00
12	160.00
	170.00

To qualify an employee must be on the Employer's payroll on December 1 of the applicable contract year and have the requisite years of full-time service. The amount will be paid to qualifiers on the Employer's last payroll period prior to Christmas of the applicable year.

SECTION 21. The Employee agrees to distribute copies of present work rules to the employees and copies of any new or revised rules to all unit employees no less than five (5) working days prior to the implementation date of said rules.

SECTION 22. Working schedules are to be posted at last fourteen (14) calendar days prior to the first working day of the schedule. Once posted, there will be no changes absent mutual agreement and it is agreed that mutual agreement does not result in any overtime consequence to the County.

ARTICLE XV

EQUIPMENT ACCIDENTS AND REPORTS

SECTION 1. The Employer shall first consider the personal safety of the employees in establishing operational procedures.

SECTION 2. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any vehicle that is already been written up as unsafe before it is checked and reaised by a certified mechanic.

SECTION 3. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by Medical Authority will be paid for the whole day. The employee or his immediate supervisor, shall excute Form RC2-86 (to be provided by the Employer) within 24 hours .

SECTION 4. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employee refuses to operate such equipment unless such refusal is unjustified.

SECTION 5. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report (UD 10) in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

SECTION 6. It is the duty of the employee and he shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer.

ARTICLE XVI

SEPARABILITY AND SAVINGS CLAUSE

SECTION 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

SECTION 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

SECTION 3. Upon ratification of this Agreement: all prior Agreements; letters of understanding; agreements and settlements (excluding grievance settlements) shall be non-binding on both parties unless embodied this Agreement.

SAFETY COMMITTEE

A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of Safety and Safety Rules. There shall be input from a member of the Board of Commissioners, if necessary.

ARTICLE XVIII

COURT AND FUNERAL LEAVE

SECTION 1. Any employee who is subpoenaed as the result of an accident or is involved in an accident while on duty who must attend court shall suffer no loss of pay. If required in connection with his employment in the Sheriff's Department, an employee engaged in court time during his work shift shall be paid at his straight time rate of pay but shall be paid at time and one-half for such during off duty hours.

SECTION 2. Full-time employees will be paid for three (3) consecutive days absence in the case of the death in his immediate family and five (5) consecutive days if such death is out of state which period shall include the date of funeral.

Immediate family means father, mother, sister, brother, child, wife or husband, mother-in-law, father-in-law, step-parent, step-child, step-brother, step-sister, grandparents, grand-children or dependent living at home. This is an addition to vacation and sick leave time.

ARTICLE XIX

WORKER'S COMPENSATION

The Employer shall provide worker's compensation protection for all employees even though not required by law.

ARTICLE XX
SPECIAL CONFERENCE

Either party may request a special conference between the parties. The party requesting such conference will prepare an agenda and submit it to the other party five (5) days before said conference. Only those items on the agenda will be discussed.

ARTICLE XXI

LIFE INSURANCE AND HOSPITALIZATION

SECTION 1. The Employer agrees to pay the full premium for life insurance including AD&D as follows:

- A) 1986 - \$15,000 effective per insurance company
- B) January 1, 1987 - \$16,000

SECTION 2. The Employer shall maintain the present Blue Cross-Blue Shield MVF-1 Plan, Ward and Group Hospital and Medical Coverage with riders during the term of this Agreement.

The Employer will pay the full premium for the employee and his or her dependents up to the age of nineteen (19). Participation in this plan requires properly signed authorization forms for each employee.

Effective January 1, 1985, the County will institute an optical plan. The County's premium contribution shall be limited to \$7.50 per month per employee participant. Any premium above that amount shall be paid by the particular employee.

SECTION 3. The Employer agrees to pay the full premium for the Life Insurance and AD&D policy, and the Blue Cross-Blue Shield for an employee on job related disability for a period of one (1) year from date of such disability.

SECTION 4. The life insurance, AD&D, and hospitalization coverage described heretofore shall be provided to full-time employees on or about completion of sixty (60) work days on the job as per eligibility date requirements of the particular insurance contract with reinstatement of insurance after recall from layoff, return from leave of absence, etc., also governed by the reinstatement terms of the particular insurance contract.

SECTION 5. The Employer reserves the right to select and/or change all insurance carriers, provided the present level of benefits is not reduced.

ARTICLE XXII

RETIREMENT

The Employer is a member of the Michigan Municipal Retirement System and all full-time unit employees attaining six (6) months service will become members of this retirement plan. Employee payments are made by payroll deduction. Provision is made for a full-time employee to have his service time computed from the day of continuous employment, the Employer will notify each new employee attaining six (6) months of service of this provision. Effective January 1, 1988, the plan in effect will be: B-2 base with F55 waiver (20 years) service. Effective January 1, 1989, F55 waiver will be fifteen (15) years. The cost of this B-2 with the F55 waivers to be paid by the County.

ARTICLE XXIII

HOLIDAYS

SECTION 1. All employees will be eligible for holiday pay under the following regulations: Employees will be paid their current rate based on an eight (8) hour day for said holidays. In order to qualify for the holiday pay for the holiday so designated, an employee will be required to work the day before or the day after unless excused.

Holidays include:

New Year's Day
Third Monday in February
for Washington's Birthday
and Lincoln's Birthday
Good Friday
Easter Sunday
Memorial Day
Fourth of July
Labor Day
Veterans's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

SECTION 2. Employees scheduled to work on any National or State Election days will be given a reasonable time off for the purpose of voting without loss of any pay upon presentation of proof of eligibility to vote and notice of their desire to vote given their immediate supervisor at least one (1) day in advance provided the employee is required to work the full time during which said polls are open. Time taken shall be either the first or last hour of the work day when polls are open.

SECTION 3. Holidays recognized by Section 1 of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or the employee can make arrangements for a personal leave day at a later date.

SECTION 4. Employees working on a legally established holiday as established in this Agreement will be paid time and one-half their regular rate of pay for the shift's first eight (8) hours worked and double time for shift hours worked in excess of eight (8) hours plus the holiday pay provided in Section 1, above.

SECTION 5. Employees who are scheduled to work a holiday will be scheduled for eight (8) hours. Employees who are called in to work a holiday will be guaranteed four (4) hours of work.

ARTICLE XXIV

VACATIONS

SECTION 1. All regular full time employees shall be entitled to vacation time with pay at straight time wages under the following schedule:

- (a) Employees who have completed one (1) full year of service shall receive seven (7) days.
- (b) Employees who have completed two (2) full years of service shall receive twelve (12) days.
- (c) Employees who have completed five (5) full years of service shall receive eighteen (18) days.
- (d) Employees who have completed eight (8) full years of service shall receive nineteen (19) days.
- (e) Employees who have completed ten (10) full years of service shall receive twenty (20) days.
- (f) Employees who have completed seventeen (17) full years of service shall receive twenty-three (23) days.

SECTION 2. An employee must work 1200 actual hours during the vacation determination period to be eligible for 100% vacation pay. Vacation taken during the period shall count as actual hours worked. Actual hours worked less than 1200 hours will result in pro-rated vacation pay to the employee to be calculated by the percentage determined by the hours actually worked to the 1200 actual hour requirement.

SECTION 3. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

SECTION 4. Vacation days can only be accumulated in the amount not to exceed ten (10) days at the end of each anniversary year. In the future, all vacation due for that particular anniversary year beyond the ten (10) days accumulation cap must be taken by the particular employee. Any currently accrued or banked vacation days over the ten (10) day cap must be used by the particular employee from date of ratification of this contract until two (2) years beyond the employee's next anniversary date, per department scheduling constraints.

SECTION 5. In case of retirement, resignation, discharge or death of an employee, he or his estate will be paid for .1 vacation days which have accumulated to his credit.

SECTION 6. Vacation schedules will be worked out as far advance as possible. To accomplish this and to consider the needs of Senior employees, each year, after January 1 each employee shall indicate on a yearly calendar his vacation request later than April 1. After April 1 all employees who have.

failed to select their vacation time will take whatever time is available by seniority. The Sheriff will notify employees of approval of vacation periods within a reasonable time after April 1, of the applicable year.

ARTICLE XXV

SICK LEAVE

SECTION 1. Sick leave shall accrue monthly and shall be computed on the basis of not less than twelve (12) days per calendar year to a maximum accumulation of 40 days.

SECTION 2. Employees on the payroll on the effective date of the contract who have more than forty (40) sick leave days banked will be paid for the excess days over forty (40) at his/her current straight time hourly rate exclusive of premiums. In the future, those unused annual sick leave days which would put the particular employee over the forty (40) day cap will have that excess paid out to the employee at his/her straight time rate exclusive of premiums at the first pay period in December to cover the period ending November 30 of the applicable year. There shall be no accumulation beyond the maximum cap.

SECTION 3. If no S & A plan is instituted within one (1) year from date of ratification, then the one hundred (100) day cap which previously existed will be reinstated. Further, those employees who were paid for the excess sick bank days (over 40) as

described in paragraph 2 above, can elect to buy back that coverage by payment back to the County of the exact amount received from the County.

SECTION 4. Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

(a) Acute personal illness or incapacity over which the employee has no reasonable control.

(b) Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employees attendance at work.

(c) Sick leave for medical or dental extractions or treatment shall be taken in not less than one-half (1/2) day.

(d) Sick leave will be authorized when an employee is taken ill on the job.

(e) The Sheriff retains the right to request medical verification at any time after five (5) days of absence.

SECTION 5. Sick leave may not be granted in anticipation of future service. Recognized holidays falling within a period of sick leave shall not be counted as sick days.

SECTION 6. Sick leave may be allowed in cases of sickness or injury occurring during the vacation period, provided a doctor's statement is furnished as to his sickness or injury.

SECTION 7. The Employer will pay one hundred (100%) per cent of accumulated sick leave days to the employee upon retirement or upon death of the employee to the beneficiary so designated by the employee in writing delivered to the Employer; seventy-five (75%) percent of accumulated sick leave days will be paid to an employee who quits his employment; no sick leave benefit will be paid to an employee who has been discharged.

SECTION 8. Sick leave can be utilized solely by full-time employees after completion of sixty (60) work days on the job. However, said employee will also accumulate sick leave as per the current formula during the initial sixty (60) days set forth above.

SECTION 9. During the period of any leave of absence due to sickness or accident, the Employer shall have the right to schedule medical examinations with a physician of its choosing, at no cost to the employee, to determine continued disability status. In the event, the Employer selected physician determines the employee is not fit to return to work, the employee then has the right to utilize a doctor of his choice to verify the fitness determination. In the event of disagreement between the two physicians, the parties will select a neutral physician whose determination shall be binding on the parties.

SECTION 10. In the event an employee utilizes no sick leave during the course of a contract year then said employee will have two (2) sick days added to his bank for use as personal days. The employee must give at least 72 hours notice to the

Sheriff prior to use of any such personal day and the Sheriff must approve its use at that time. Absent such approval the personal day will be rescheduled.

SECTION 11. For the loss of time on account of injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full work week, five (5) days, after the accident without drawing on his sick leave credits, for any one (1) injury, but shall not be allowed on reoccurrence of previous injury.

(a) A regular employee who suffers injury, after the first (1st) week compensable under the Workmen's Compensation Act, may elect to be paid the difference between his regular salary and payment received under the provisions of the Act, to be deducted from accumulated sick leave, if any, less deductions. The sick leave deduction shall be on the basis of one-half (1/2) sick day for each work day missed. However, in the event the one-half sick day is insufficient in terms of money to bring the employee to his regular salary then the necessary percentage to do such will be used by the Employer.

(b) When sick leave credits are exhausted, the employee will remain on Workmen's Compensation until its benefits are exhausted. Employees, if requested will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he is physically able to do work available before his return to active work.

SECTION 12. To maintain a capable work force, the County will schedule physical examinations for unit employees at a minimum of once each two (2) years with a County designated doctor at County expense. The initial physical for unit employees will be scheduled over a six (6) month period from date of ratification of the 1986-87 contract.

If the County designated doctor determines that an employee is unable to perform the full scope of a deputy's duties, then the employee can consult a doctor at his/her own expense for an opinion regarding ability to so fully perform and to thus maintain continued employment status.

If a conflict relative to ability to perform the full scope of deputy duties exists between the aforementioned two (2) doctors, then a third doctor mutually agreeable to the County and the Union will conduct an examination at County expense, and render his opinion as to ability to perform the full scope of deputy duties. An employee adversely effected by the decision of the third doctor can grieve in accord with the contractual grievance procedure. The Arbitrator's decision will be final and binding and will serve to decide any and all issues between the employee and the County.

ARTICLE XXVI
MANAGEMENT RIGHTS

The County and Sheriff on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein reserved to and remain vested in the County, including, but without limiting the generality of the foregoing, the right to manage its affairs efficiently and economically, including the right (a) to determine the services to be performed, the quality of work and services to be performed, and the methods of performing the work and services; (b) to determine the means and methods of carrying out the work; (c) to determine the size of the work force and increase or decrease its size; (d) to hire new employees, to discharge or discipline employees for just cause, to maintain discipline and efficiency, and to assign, transfer and lay off employees; (e) to schedule the work days and hours of work; (f) to direct the work force, to assign the type and location of work assignments, and related work to be performed, and determine the number of employees assigned to operations; (g) to establish work standards, and the methods, processes, and procedures by which such work is to be performed; (h) to select employees for promotion or transfer to supervisory or other positions, subject to Article XIV, Section

9(a) as to unit positions, and to determine the number of supervisors; (i) to determine the qualifications and competency of employees to perform the available work; and (j) to establish, change, combine or discontinue job classifications and prescribe and assign job content; and (k) to establish training requirements for purposes of maintaining or improving the professional skills of employees and for purposes of advancement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, all of the rights, powers, and authority the County had prior to the signing of this Agreement are retained by the County and remain within the rights of the County, provided however that no management right shall be exercised in violation of any of the specific terms of this Agreement.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of County policy, the operation of the County and the direction of the employees are vested exclusively in the County or in its designated representatives when so delegated by the County. The exercise of judgment and discretion by the County and its administrators not in conflict with the express terms of this Agreement shall be upheld. The term County includes the County Sheriff.

ARTICLE XXVII

TERMINATION OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from January 1, 1990 and including December 31, 1991 and shall continue in full force and effect from year to year thereafter unless written notice of a desire to cancel or terminate the Agreement is served by either party upon the other at least ninety (90) days prior to the expiration date of this Agreement.

SECTION 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least ninety (90) days prior to the end of the Contract term, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

IN WITNESS WHEREOF, THE PARTIES, hereto have hereunto have
affixed their signatures on this day of , 1990.

FOR OTSEGO COUNTY

Richard Guill
Douglas C. Johnson
Lambert Thard

FOR THE UNION

James E. ... L.O.P. ... REP.
John D. Dye

FOR THE SHERIFF OF OTSEGO COUNTY

Paul Schuyt

SCHEDULE "A"

OVERTIME AND HOURS OF WORK

SECTION 1. Overtime work shall be assigned as follows:

- (a) Shift overtime will continue as in the past. Thus, those working on a particular shift will work the overtime.
- (b) Call-in overtime will be assigned by seniority and will be rotated, exclusive of emergency situations. Refusal to accept call-in overtime will be treated as time worked and the number of hours so refused will be credited to the employee in issue for purposes of calculating call-in overtime hours worked. Equalization of overtime will occur at the conclusion of six (6) month periods.
- (c) With regard to (b) above, the Employer will post a call-in roster. The Employee must designate that call-in overtime will be accepted for said employee to be listed on the roster. The desk man on duty will communicate with employees on the roster relative to said assignment and the lowest senior man on the roster must accept the assignment if all others refuse. In the event no contact is made with roster employees or alternatively with the low senior man, the Employer may proceed to cover the assignment in any manner he deems appropriate.

SECTION 2. Overtime will be one and one-half (1-1/2) times the hourly rate for all hours in excess of eight (8) hours in any one (1) day and in excess of forty (40) hours per week.

SECTION 3. An employee reporting for call-in assignment shall be guaranteed three (3) hours pay at the rate of one and one-half (1-1/2) times his hourly rate. Call-in assignments shall include court time employee must spend on his cases outside the work shift.

SECTION 4. Each employee shall be granted a lunch break during his eight (8) hour shift.

SECTION 5. An employee required to work more than two (2) hours overtime shall be granted a fifteen (15) minute coffee break. In the event that such overtime is extended into the twelfth (12th) hour, the employee will be granted a paid meal period of thirty (30) minutes before the end of the twelfth (12th) hour.

SECTION 6. Leave days shall not be changed, switched, or re-scheduled to avoid paying overtime unless mutually agreed between the employee and the Employer.

SECTION 7. There shall be no pyramiding of overtime.

SECTION 8. An employee shall have a minimum of ten (10) hours rest before having to report for duty on said employee's next regular scheduled shift. The above does not apply to call-in situations, to a continuation of work at end of presently scheduled shift, shift change rotation which includes the swing deputy, training, leave or off days, or vacation factors. Additionally, exceptions may be made in emergency situations with the approval of the Sheriff and/or at any other time by mutual agreement between an employee and the Sheriff.

SECTION 9. Employees may exchange days off with approval of the Sheriff providing such change shall not be deemed overtime in the event the employee works in excess of the Agreement's overtime provisions.

SECTION 10. Deputies shall be eligible for out of classification pay for the period of work performed in the Sergeant classification when that performance is for eight (8) consecutive hours or more.

SECTION 11. Both parties recognize that the normal operation of the Sheriff's Department involves a seven (7) day a week, twenty-four (24) hour a day, twenty-eight (28) day rotating schedule.

SECTION 12. For the purpose of processing grievances or other issues with time limits, a work day is defined as, Mondays through Fridays, except for Holidays as defined in this Agreement.

SCHEDULE "B"

JOB CLASSIFICATIONS AND WAGES

SECTION 1. The following job classifications are recognized as covered by this Agreement as described hereafter.

Deputy
Sergeant

Section 2. The following annual salary schedule shall be applicable for deputies:

	<u>Effective January 1, 1990</u>		
<u>Start</u>	<u>After One Year</u>	<u>After Two Years</u>	<u>After Three Years</u>
\$16,063	\$17,954	\$20,487	\$23,327

	<u>Effective January 1, 1991</u>		
<u>Start</u>	<u>After One Year</u>	<u>After Two Years</u>	<u>After Three Years</u>
\$16,706	\$18,672	\$21,306	\$24,260

Section 3. The Sergeant differential above the three (3) year Deputy rate will be \$825.00.

SECTION 4. The Sheriff is vested with full discretion relative to placing a new employee on other than the contract starting rate subject to his inability to start a new employee at the three(3) year rate. Further, regardless of the step in which the employee is hired said employee cannot reach the three (3) year step until actually serving three (3) years. A determination as to one employee will have no precedent setting effect on any other employee.

OTSEGO COUNTY BOARD OF COMMISSIONERS;
OTSEGO COUNTY SHERIFF
AND
THE STATE LODGE OF MICHIGAN,
FRATERNAL ORDER OF POLICE LABOR COUNCIL

LETTER OF UNDERSTANDING

It is hereby agreed by and between the parties that as the CHIEF DEPUTY has supervisory responsibilities over other employees in the bargaining unit, that as of July 1, 1987, the CHIEF DEPUTY classification shall no longer be included in the bargaining unit.

It is also hereby agreed by and between the parties that the person holding the position of Chief Deputy may perform all law enforcement duties as have been performed in the past.

FOR OTSEGO COUNTY

Bette J. Cook
Lambert L. Howard 6-27-87
Richard Guill

FOR THE SHERIFF OF OTSEGO COUNTY

[Signature]

FOR THE UNION

Mr. Bushong
Joseph P. [Signature] 6-27-87

OTSEGO COUNTY BOARD OF COMMISSIONERS;
OTSEGO COUNTY SHERIFF
AND
THE STATE LODGE OF MICHIGAN,
FRATERNAL ORDER OF POLICE LABOR COUNCIL

LETTER OF UNDERSTANDING

It is hereby agreed by and between the parties that only the unit employee who, per the posted work schedule, is to receive four (4) consecutive days off commencing with a Thursday pay day, will receive his/her paycheck by 9:00 a.m. on that Thursday (pay day) if a request for such is submitted to payroll by noon of the preceeding Monday.

FOR OTSEGO COUNTY

Richard J. Hancock
Otsego County Clerk
Richard J. Hancock
Richard J. Hancock

Richard J. Hancock
THE SHERIFF OF OTSEGO COUNTY

FOR THE UNION

12-19-76
Joseph J. [Signature]

On this day, October 9, 1987, the Union hereby agrees to a stipulated settlement of grievance (87-228) regarding an alleged violation of Article XIV, Section 5 of the current labor-management agreement (January 1, 1986 - December 31, 1987). In view thereof, the employer agrees to make available to each member four (4) full summer uniforms and four (4) full winter uniforms.

The employer also agrees to order two (2) new pair of pants by November 15, 1987, and place same in inventory for each member, and also order an additional two (2) pairs of uniform pants no later than January 31, 1988, and also retain such in inventory for each member.

It is agreed by and between the parties that the employer shall retain four (4) complete sets of uniforms in inventory for each member.

Lastly, four (4) complete summer uniforms will be exchanged, at the discretion of the sheriff, for four (4) complete winter uniforms each year. Only the date of the uniform exchange is is discretionary.

FOR THE UNION

FOR THE EMPLOYER

Michael Anthony
Michael Anthony
Grievant

Richard Weiler
Richard Weiler
F.O.P. Labor Director

John Ramsdell
John Ramsdell
Attorney, F.O.P.

Lambert Shard
Lambert A. Shard
County Coordinator

Nicholas Westra
Nicholas Westra
Otsego County Sheriff

Bette Crook
Bette Crook
Chairman, Personnel Committee

Richard Kanner
Stipulated Award
Richard Kanner, Arbitrator

LETTER OF AGREEMENT

As a result of a grievance filed on 01/09/87, on the issue of subcontracting work by Animal Control Department officers Huff and Saddler, the following agreement has been reached:

All unit employees will continue to, as in the past, serve civil process distributed by the Sheriff Department.

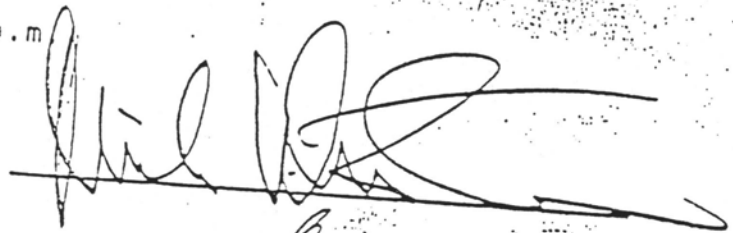
Animal Control officers Huff and Saddler, as sworn officers of the court, will also serve civil process on an as-needed basis.

The Sheriff of Otsego County has agreed that by the above definition of services, no unit employee's work will be subcontracted, transferred, leased, assigned or conveyed in whole or in part, if it would cause a lay-off or loss of pay to any unit employee.

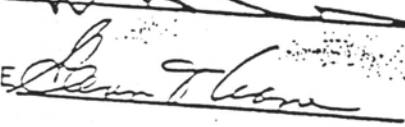
Agreement as of 01/16/87, 4:10 p.m.

In Agreement:

FOR THE SHERIFF OF OTSEGO COUNTY



FOR THE UNION LOCAL, FRATERNAL ORDER OF POLICE



LETTER OF UNDERSTANDING

BETWEEN: Otsego County Sheriff and the State Lodge Of Michigan Fraternal Order Of Police Labor Council.

The parties listed agree to below agreement covering employee's of Bargaining Unit of Otsego County Sheriff's Department reference overtime call in: Schedule "A" Section 1.(B)

Exclusion from call in list will be under the following:

1. Off on sick day or leave.
2. Off on funeral leave.
3. Scheduled training sessions.
4. Vacations.

(A.) Person on vacation may submit written request for call in during vacation period - call in will include total period of vacation period - refusal during this period will be charged.

Remainder of Schedule "A" of contract will remain in effect as written.

Richard Cook
for Sheriff Robert Dowker
1-4-85
Date

Paul Schultz
Paul Schultz - Union Steward
1-4-85
Date

MEMORANDUM OF UNDERSTANDING

OTSEGO COUNTY SHERIFF DEPT., THE COUNTY OF OTSEGO
AND
FRATERNAL ORDER OF POLICE SHERIFF'S DEPT. LABOR UNIT

Recognizing that the Sheriff's Department, the County of Otsego and the F.O.P. Labor Unit are desirous of the most effective and efficient utilization of personnel, and; recognizing that job duties, responsibilities, and personal risks should be reflected in commensurate pay, it is hereby agreed by the parties that:

The position of "Confidential Secretary" within the Otsego County Sheriff Department will not be filled by a certified law enforcement officer.

It is specifically the intent of all parties involved in this "Memorandum of Understanding" that such a position be filled with a qualified clerical employee and that any savings be directed, as feasible, to enhancing the Road Patrol Division funding in a manner that directly or indirectly aids the Labor Unit in their assigned duties.

Lawrence Roberts
SHERIFF

01-10-89
DATE

Robert L. Casper
F.O.P. LABOR UNIT STEWARD

01-10-89
DATE

Douglas C. Johnson, Chairman Personnel
BOARD OF COMMISSIONERS

3/13/89
DATE

Paul K. Koyne
F.O.P. BUSINESS REPRESENTATIVE

1-10-89
DATE

Lambert Alford
OTSEGO COUNTY COORDINATOR

3-10-89
DATE

County Of Otsego
Office Of The Sheriff

MEMORANDUM OF UNDERSTANDING

THE OTSEGO COUNTY BOARD OF COMMISSIONERS;
THE OTSEGO COUNTY SHERIFF
and
THE STATE LODGE OF MICHIGAN,
FRATERNAL ORDER OF POLICE LABOR COUNCIL

It is hereby agreed by and between the parties that the voluntary transfer of MARCIA LaFOREST from the F.O.P. Labor Unit to the position of "Confidential Secretary" which exists outside the Labor Unit, the effective appointment date of which was February 26, 1989, shall be treated as a "promotion outside the bargaining unit" as it relates to Article VII, Section 9 of the current Labor Agreement and that MARCIA LaFOREST and the OTSEGO COUNTY SHERIFF shall retain all rights and duties as enumerated therein.

It is specifically the intent of all parties that this agreement deal with the instant matter only and it is not intended as precedent setting with regard to any past or future similar circumstances.

<u>Paul Ahrup</u> OTSEGO COUNTY SHERIFF	<u>03-14-89</u> DATE
<u>Don T. Crane</u> F.O.P. UNIT STEWARD	<u>03-14-89</u> DATE
<u>Lambert Elford</u> OTSEGO COUNTY COORDINATOR	<u>3/10/89</u> DATE
<u>Paul Kroyer</u> F.O.P. BUSINESS AGENT	<u>3/20/89</u> DATE
<u>Douglas C. Johnson Chairman Personnel</u> OTSEGO CO. BOARD OF COMMISSIONERS	<u>3/15/89</u> DATE
<u>3.8.89</u> MARCIA LaFOREST	<u>8 March 89</u> DATE

copy

Memorandum of Understanding

Otsego County Sheriff Department, County of Otsego
and
Sergeant Glenn Artress

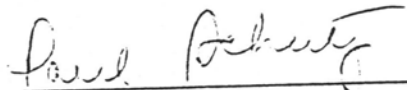
The County and the Sheriff's Department are desirous in utilizing the services of Sergeant Glenn Artress of the Otsego County Sheriff's Department for specific purposes, in that Sergeant Artress is unable to perform regular deputies duties due to a work related injury. The job duties and description of those duties described as follows will pertain to Sergeant Glenn Artress:

1. Job Description

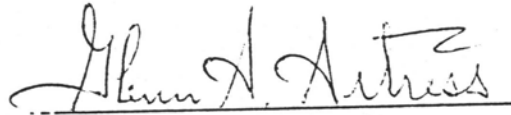
Handling of all bad checks presented to the Sheriff's Department; all abandoned vehicles and sales; set up department property room; inventory of all Sheriff's Department and records pertaining thereto; all sales of property as directed by the Sheriff; all front office work in complaints and reports; all purchase permits; all jail commissary records and purchases as directed by the Sheriff; all evidence tech. work performed in the offices; all liquor inspections as ordered by the Sheriff.

2. In addition to the above prescribed duties and responsibilities of Sergeant Glenn Artress the following conditions of employment pursuant to the collective bargaining agreement shall be maintained:
- a. Sergeant Glenn Artress shall be a member of the bargaining unit as per the Recognition clause.
 - b. Rate of pay shall be:
 1. Nine Dollars (\$9.00) per hour (starting salary)
 2. Nine Dollars and Twenty-Five (\$9.25) per hour (after 6 months)
 - c. All other benefits, economic and non-economic, except the call-in and overtime provisions of the Collective Bargaining Agreement shall be maintained, unless otherwise provided in this Agreement. It is further understood that Sergeant Glenn Artress' seniority date will be maintained per Article VII.
 - d. After one (1) year the parties will meet to discuss the rate of pay, duties, etc. of Sergeant Artress.

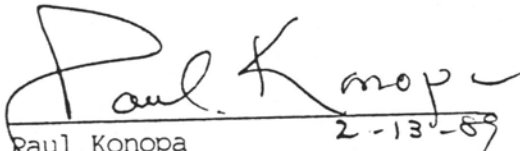
- e. Work hours will be determined between the parties.
- f. Upon a favorable doctor's certificate that Sergeant Glenn Artress can perform the duties enumerated in Item 1. Job Description, this Agreement will be effective January 1, 1989, or thereafter as approved by all parties.



Sheriff Paul Schultz
Otsego County



Sergeant Glenn Artress



Raul Konopa
Labor Council Michigan
Fraternal Order of Police

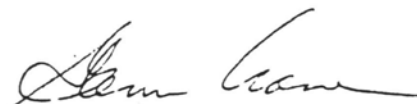
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To: Sheriff
From: Sgt G Crane
Subject: Labor Unit
Date: 01/31/89

The labor unit has reached a decision regarding Artress. By a majority vote, the letter of understanding regarding Artress is to be submitted, minus the wording regarding layoff. It is the intent that Artress returns to employment with full seniority rights regarding layoff.


Glenn Crane
Steward, FOP

LAW OFFICES OF
KLUCZYNSKI, GIRTZ & VOGELZANG

FULTON-COMMERCE BUILDING, SUITE 400

38 WEST FULTON

GRAND RAPIDS, MICHIGAN 49503-2618

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GILBERT A. GIRTZ
ROBERT A. KLUCZYNSKI
WILLIAM VOGELZANG, JR.
CRAIG M. ZAMLER
DUNCAN A. MC MILLAN
GREGORY J. RAPP
ROBERT J. MC CUBBREY
RICHARD RADKE, JR.
PATRICK C. MC GLADDERY
WILLIAM D. HOWARD
ROBERT W. STEELMAN
DAVID H. WILLIAMS
ALLEN J. GEURINK
BRIDGET A. KELLY
SAMUEL J. SERRA

February 2, 1989

Sheriff Paul Schultz
Otsego County Sheriff's Dept.
124 South Court
Gaylord, MI 49735

RE: Glenn Artress vs Otsego County
Our File: 84-121993-CS

Dear Sheriff Schultz:

This will confirm our conversation of January 31, 1989.

As the attorneys for the sheriff's department in the Glenn Artress workers' compensation case, we have no objection to Mr. Artress returning to work. In fact, it would be beneficial for the sheriff's department to bring Mr. Artress back to work from a workers' compensation point of view. Mr. Artress has received an open award for workers' compensation benefits. His earnings now and in the future would be offset against any benefits he would be entitled to from the sheriff's department. As long as he continues to be employed, the offset continues. We would like to see Mr. Artress return to work on a long-term basis.

Very truly yours,

KLUCZYNSKI, GIRTZ & VOGELZANG


William Vogelzang, Jr.

WV/br

CC: Richard Cypher
Corporate Service, Inc.
File No. 7610-83-013

**CORPORATE
SERVICE, INC.**

1500 East Beltline, S.E.
Grand Rapids, Michigan 49506-4394

(616) 949-8130
FAX (616) 949-8692

February 3, 1989


Mr. Paul Schultz, Sheriff
Otsego County Sheriff's Department
124 S. Court
Gaylord, MI 49735

Re: Glenn Artress - Otsego County

Dear Sheriff:

This letter confirms our numerous discussions that we recommend that Mr. Artress be brought back to work if at all possible. Corporate Service is the Workers' Compensation administrator for the Michigan Association of Counties Workers' Compensation Fund of which Otsego County is a member. Mr. Artress is receiving disability benefits and if work can be found that he can perform, this would be much more preferable than having him continue to receive benefits and remain at home. If you have any questions, please advise.

Sincerely,


Richard Cypher
Claims Supervisor

jea

cc: William Vogelzang, Kluczynski, Girtz & Vogelzang
File

P.S. Please keep us advised if and when he returns to work and the amount of weekly pay he receives. We do not want to continue paying disability benefits after he returns to work.

County Of Otsego
Office Of The Sheriff

MEMORANDUM OF UNDERSTANDING

between

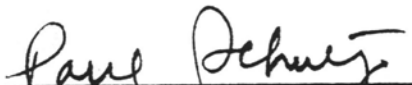
THE OTSEGO COUNTY SHERIFF
and
THE STATE LODGE OF MICHIGAN,
FRATERNAL ORDER OF POLICE LABOR COUNCIL

It is hereby agreed by and between the parties that the following exclusions are jointly agreed upon with regard to Schedule A, Section 1 (b) of the current Labor Agreement.

Officer(s) will be excluded from being charged on the overtime call-in roster when on the following status(es):

- 1) Officers off on "sick leave";
- 2) Officers on an approved "leave of absence";
- 3) Officers attending Employer scheduled training;
- 4) Officers on "vacation leave"
(An Officer on "vacation leave" may submit a written request for "call-in" during his/her vacation period. Such request will include the total period of "vacation leave" and refusal of overtime during this period shall be charged on the overtime roster.

This Memorandum of Understanding supersedes the Letter of Understanding dated January 4, 1985 dealing with the same subject matter.



Paul Schultz, Sheriff

2-27-90


Date



Glenn Crane, F.O.P. Steward

2-27-90

Date



Tom Kries, F.O.P. Business Agent

2-27-90

Date