

**AGREEMENT**

**Between**

**THE COUNTY OF ALCONA**

**And**

**THE ALCONA COUNTY SHERIFF**

**And**

**COMMAND OFFICERS ASSOCIATION OF MICHIGAN**

**Effective: January 1, 2011 through December 31, 2013**

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## **ARTICLE I AGREEMENT**

**1.1:** This Agreement, made and entered into this \_\_\_\_\_ day of, \_\_\_\_\_ 2011, by and between the Alcona County Board of Commissioners and the Sheriff of Alcona County, hereinafter referred to as the Employer, and the Command Officers Association of Michigan (C.O.A.M.) and its affiliate, the Alcona County Command Officers Association, hereinafter referred to as the Union.

## **ARTICLE II PURPOSE AND INTENT**

**2.1:** Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting and improving peaceful labor and economic relations between the parties.

## **ARTICLE III RECOGNITION**

**3.1:** The Employer recognizes and acknowledges that the Command Officers Association of Michigan (C.O.A.M.) is the exclusive representative for collective bargaining with the Employer of the classifications of Sergeant, Detective Sergeant, Head Cook and Sheriff's Secretary of the Alcona County Sheriff's Office. Excluded Employees include the Sheriff, Undersheriff and all classifications covered by the P.O.A.M. contract.

## **ARTICLE IV MANAGEMENT RIGHTS**

**4.1:** The Management of the Alcona County Sheriff's Department, the determination of all matters of management policy, the services to be furnished, the nature and number of facilities and departments to be operated and their location; the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend or discharge for just cause, promote, transfer or layoff employees, or to reduce or increase the size of the work force; to establish reasonable rules and regulations, or to make judgments as to the ability and skill; are within the sole prerogative of the Employer, provided, however, that they will not be used in violation of any specific provisions of this Agreement.

The Employer shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service, the schedules and standards of work, methods, processes, means and materials to be used, and, except as prohibited in this Agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment and outside assistance, if necessary.

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

## **ARTICLE V AGENCY SHOP**

**5.1:** 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.

Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives 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.

**5.2:** In accordance with the policy set forth under paragraphs (1) and (2) of this Article, 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 initiation fees, and its regular and usual dues. For present regular employees such payments shall commence thirty-one (31) days following the effective date of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

**5.3:** If any provision of this Article is invalid under Federal Law or the laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

## **ARTICLE VI EXTRA CONTRACT AGREEMENT**

**6.1:** 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 affects wages, hours or working conditions of said employee, 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.

**6.2:** The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees other than the employees in the bargaining units here involved to perform work, which is recognized as the work of the employees in said Union.

## **ARTICLE VII CHECK OFF**

**7.1:** During the life of this Agreement, the Employer agrees to deduct from the pay of any employee all dues as required by the Union, provided, however, that the Union presents to the Employer authorization forms, signed by such employees, allowing such deductions and payments to the Union. This may be done through the president of the Union. Said deductions will be mailed

monthly to the Treasurer, Command Officers Association of Michigan, 27056 Joy Road, Redford, Michigan 48239-1949.

- A. Amount of dues will be certified to the Employer by the Union.
- B. Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues.

**7.2: Legal Counsel Deduction** The Employer will allow payroll deduction for the COAM Legal Plan, along with dues deductions for those employees who have signed up. The COAM hereby agrees to hold harmless and indemnify the Employer against any and all claims arising from or in any way related to these deductions. The Employer shall not be liable to the Union by reason of missed deductions, overpayments, or for the remittance of payments of any sums other than those sums constituting the actual deduction for the proper dues amount and/or fee set for the Legal Plan made from wages earned by the Employees.

## **ARTICLE VIII UNION REPRESENTATIVES**

**8.1: Union Leadership.** The Employer recognizes the right of the Local Union membership to elect (2) Union Board Members from the Employer's seniority list. The Union shall notify the Employer in writing within five (5) days of each selection. The authority of the Union Board Member so elected by the Local Union shall be limited to and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances to the Sheriff or Sheriff's designee in accordance with the provisions of the collective bargaining agreement during working hours without the loss of pay.
- B. The collection of dues when authorized by appropriate Local Union action.
- C. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its Officers, provided such messages and information:
  - 1. have been reduced to writing; or
  - 2. if not reduced to writing are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

**8.2: Strike Prohibition.** The Union Board Members have no authority to take strike action or any other action interrupting the Employer's business, (except as authorized by official action of the Local Union). The Employer recognizes these limitations upon the authority of the Union Board Members, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Union Board Members have taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. The President shall be permitted time to investigate, present and process grievances on the Employer's property without the loss of time or pay 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 agreed upon previously by the President and Employer Representative. Permission shall be granted.

**8.3: Union Business Visitation.** Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Union Board Members of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement.

**8.4: Time Sheet Examination Rights.** 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 the employee's consent.

**8.5: Bulletin Board.** 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.

## ARTICLE IX GRIEVANCE PROCEDURE

**9.1:** It is mutually agreed that all grievances, disputes or complaints arising under and during the term 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.

**9.2:** Should any grievance, dispute or complaint 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, a Union Board Member, or both, and the Sheriff or Sheriff's designee. If not settled in this manner, it shall be the responsibility of the aggrieved employee to reduce the grievance to writing on the regular grievance form provided by the Union within five (5) working days of the alleged grievance, and deliver same to the Sheriff.

Step 2. After receipt of the written grievance by the Sheriff, a conference between a Union Board Member and the Sheriff or Sheriff's designee will be held within five (5) working days thereafter.

Step 3. If the grievance is not settled in Step 2, the Union may, within five (5) days, deliver to the Sheriff a written request for a meeting between the Union Business Representative and/or his representative and the Sheriff and/or his representative to review the matter. Such meeting will be held within ten (10) working days from the date of said written request and the Employer will render its decision within seven (7) working days thereafter.

Step 4. In the event that the grievance is not satisfactorily settled at Step 3, the dispute shall be referred to the Federal Mediation and Conciliation Service for the purpose of Arbitration.

If the grievance has not been settled in the last step, the Union may submit such grievance to arbitration provided such submission is made within ten (10) working days after receipt of the last step answer. All matter submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its Voluntary Rules and Regulations, 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.

9.3: Grievances must be taken up promptly and no grievance will be considered which is presented later than thirty (30) working days after such has happened.

9.4: 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, shall have the sole and complete right of discipline, including discharge.

9.5: Time limits may be extended by mutual agreement.

9.6: If either party fails to advance the grievance at any step according to time limits, the last answer given shall be considered as final and binding.

#### **ARTICLE X SPECIAL CONFERENCES**

10.1: Matters not specifically covered by this Contract shall be negotiated and made a supplement to the Agreement. The Union and/or the Employer will prepare an agenda, and a special conference will be called within thirty (30) days upon notification from the Union and/or Employer. Time limits may be extended by mutual agreement.

10.2: 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 ten (10) days before said conference. Only those items on the agenda will be discussed.

#### **ARTICLE XI PROBATION**

11.1 A new employee shall work under the provisions of this Agreement but shall be employed only on a one year trial basis, during which period he may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Union membership.

After one year, the employee shall be placed on the regular seniority list as of date of hire.

In case of discipline, the Employer shall notify the Union in writing.

11.2: Employees who are promoted or transferred from P.O.A.M. shall serve a probationary period of six (6) months. The employee may be demoted to his/her previous rank without recourse during this probationary period.

11.3: **Residency.** All employees must reside within twenty (20) miles from the nearest boundary of the Employer within six (6) months of employment.



## **ARTICLE XII LAYOFF & RECALL/SENIORITY**

**12.1:** Seniority shall be defined as the original date of full-time hire of all members into the Alcona County Sheriff's Office.

**12.2:** Strict seniority shall prevail in the layoff and rehiring of employees by classification. In reducing the work force because of lack of work or other legitimate cause, temporary, part-time and probationary employees shall be laid off first. The last employee laid off shall be the first employee rehired.

**12.3:** The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

**12.4:** Seniority shall be broken only by discharge, voluntary quit or layoff for a period of more than two (2) years.

**12.5:** In the event of a layoff, an employee shall be given two (2) weeks notice of layoff and recall to work, mailed to his last known address by registered 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.

**12.6:** The President of the Unit shall be granted super-seniority for purposes of layoff and rehire, providing he has the ability and qualifications.

**12.7:** An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will be in the future, promoted outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall accumulate seniority while working in a supervisory position including the position of Undersheriff. The employee who is so transferred, demoted, not reappointed or reelected shall commence work in the position held immediately prior to the time of his promotion. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

**12.8:** In the event the Undersheriff is removed from his/ her position, he/she will return to his/her previous rank in this bargaining unit with no loss of seniority.

## **ARTICLE XIII DISCHARGE OR SUSPENSION**

**13.1:** The Employer subscribes to the policy of corrective discipline. All disciplinary actions shall be for just cause, and penalties shall be progressive where appropriate in light of the nature and seriousness of the offense, recognizing that employees may be suspended or terminated for serious violations.

**13.2:** A Union Board Member shall be made available, at the employee's request in a disciplinary meeting or a meeting which the employee believes is likely to lead to disciplinary action being taken against the employee.

**13.3:** For informational purposes, copies of disciplinary actions shall be sent to the Union within two (2) working days of the action taken.

**13.4:** No corrective action or written warnings shall be considered in future discipline after a period of one (1) year without disciplinary action. No suspension shall be considered in future discipline after one (1) year without disciplinary action.

13.5: Records of disciplinary actions shall, at the employee's request be removed from an employee's personnel file after it may no longer be used under Section 4.

13.6: Corrective action can be used prior to disciplinary action. Corrective action might include instructional memorandum, documented counseling, training and/or verbal warnings. Corrective actions are not discipline and are not subject to the grievance procedure.

#### **ARTICLE XIV LIMITATION OF AUTHORITY AND LIABILITY**

14.1: 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, Public Acts of 1965, nor shall the Employer provoke a strike action by the Union or its members.

14.2: 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 of the Union.

#### **ARTICLE XV GENERAL**

15.1: Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer

15.2: The Employer will provide washrooms and lockers for the changing and storing of clothing. Lockers of individual officers will not be opened for inspection except with permission of and in the presence of the officer or his designated representative or President.

15.3: The Employer will provide to the employee such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is in the performance of his police duties and responsibilities.

15.4: **Medical Exams.** Each Employee will be required to take a medical exam if the Employer has a reasonable basis to question the ability of the Employee to perform his/her regular duties. The basis for requiring the test shall be placed in writing and given to the Employee when the test is required. Failure to pass the exam may result, as determined by the Sheriff, in any or all of the following:

- A. Reassignment until the problem(s) is corrected.
- B. The Sheriff may require a medical leave of absence immediately if medical conditions warrant the same. The Employee may use accumulated sick leave, vacation and comp time if an Employee is required to take a medical leave of absence. The Employee may seek workers' compensation, if applicable.
- C. The Sheriff may terminate the employment of the Employee if the problem is not corrected within the time limits established under Article XXIX SICK LEAVE, or refuses to submit to the medical exam.

15.5: **Psychological Exams.** Each Employee may be required to take a psychological evaluation examination if the Employer has a reasonable basis for requiring such an examination. The basis for requiring the test shall be placed in writing and given to the employee when the test is required. Failure to pass this exam may result, as determined by the Sheriff, in any or all of

the following:

- A. Reassignment until the problem(s) is corrected.
- B. The Sheriff may require a medical leave of absence immediately if psychological conditions warrant the same. The Employee may use accumulated sick leave, vacation and comp time if an employee is required to take a medical leave of absence. The Employee may seek workers' compensation, if applicable.
- C. The Sheriff may terminate the employment of an Employee if the problem(s) is not corrected within the time limits established under Article XXIX SICK LEAVE, or refuses to submit to the psychological examination.

**15.6: Tests.** Each Employee may be required to take a test for the presence of alcoholic beverages or for the use of controlled substances when the Employer has reasonable basis for requiring the test. The basis for requiring the test shall be placed in writing and given to the Employee when the test is required. It is understood that employees shall only be required under this contract to take a test for the presence of alcohol while they are working. This will in no way affect testing required by law. Failure to take the test shall be grounds for discharge. Failure to pass the test may result, as determined by the Sheriff, in any or all of the following:

- A. Reassignment until the problem(s) is corrected.
- B. The Sheriff may require a medical leave of absence immediately if medical conditions warrant the same. The Employee may use accumulated sick leave vacation and comp time if an Employee is required to take a medical leave of absence.
- C. The Sheriff may terminate the employment of the Employee if the problem is not corrected within the time limits described in Article XXIX SICK LEAVE, or in the case of use of non-prescribed controlled substance, the problem reoccurs after the initial incident. In the event the Employee fails to pass the test, the Sheriff may subsequently and randomly retest the employee as deemed appropriate for up to two (2) years after the initial incident, or two (2) years after the Employee's return to work, whichever occurs latest.
- D. The Sheriff also reserves the right to take disciplinary action or discharge, as may be deemed appropriately by the Sheriff, when a test is failed.

**15.7: Costs.** The Employer shall pay for the initial medical exam and any tests and shall pay the Employee while taking the test. Any treatment costs shall be the responsibility of the Employee, to the extent not covered by health insurance.

**15.8: Medical Disputes.** The Employee may obtain a second opinion, at the Employee's expense, and in the event that there is a dispute between the Employer's doctor and the Employee's doctor, the Employer and the Union shall agree on a third doctor whose decision shall be final and binding on the parties. The expense of the third doctor's opinion shall be split equally by the Employer and the Employee, if not covered by the employee's insurance.

**15.9: Employee Evaluations.** The Employer may conduct performance evaluations of the Employees. The evaluations shall become a part of the Employee's personnel file and shall be maintained for a period of up to four (4) years from the date of the evaluation. The performance evaluations may be made available for promotions, reassignments and where discipline is appropriate and necessary. The Employer shall train all evaluators in how to perform performance evaluations. Employees shall receive a copy of the evaluation prior to the beginning of the evaluation period so they will know what areas they are to be evaluated on and

upon completion they shall receive a copy of the completed evaluation.

### **ARTICLE XVI UNIFORMS**

**16.1:** The Employer shall furnish uniforms as provided under the present standards for all uniformed Sergeants in the bargaining unit. Uniforms shall not be furnished to Head Cook or Sheriff's Secretary. This will include complete uniforms and to replace uniforms as needed. The Employer agrees to pay all full-time uniformed employees a Three hundred Dollar (\$300.00) cleaning allowance annually, given to the employees quarterly, in cash.

### **ARTICLE XVII CLASSIFICATIONS AND VACANCIES**

**17.1:** If the Employer opens additional division(s) of employment within the department or closes or combines existing divisions of the department, the employee's work assignment, seniority and classification are subject to negotiation with the Union.

**17.2:** Promotion to the position of Undersheriff shall be done exclusively by the Sheriff.

**17.3:** Juanita Stewart and Debra Kilbourn shall remain in the C.O.A.M. until their retirement, resignation, discharge or death. Juanita Stewart's position shall be deemed non-supervisory, and her replacement and all future cooks shall be members of P.O.A.M.

**17.4: Detective Sergeant**

- A. The appointment to or removal from the position of Detective Sergeant will be done at the sole discretion of the Sheriff.
- B. Vacancies for the position of Detective Sergeant will be posted for a ten(10) day period on a departmental bulletin board.
- C. At the end of the ten(10) day posting period the Sheriff and/or his designee shall conduct an oral interview of interested parties.
- D. Upon initial appointment to the position of Detective Sergeant said employee will receive the sum of \$500.00 to purchase non-uniform clothing. Said employee will receive the sum of \$500.00 on an annual basis thereafter.
- E. The Detective Sergeant position will receive a cleaning allowance as set forth in Section 16.1 of this agreement.

### **ARTICLE XVIII EQUIPMENT, ACCIDENTS AND REPORTS**

**18.1:** The Employer shall first consider the personal safety of the employees in establishing operational procedures. The Employer agrees to keep all equipment in safe operating condition.

**18.2:** Loss or Damage. Employees shall not be required to reimburse the Employer for loss or damage of the Employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer.

**18.3** The Employer agrees to furnish all equipment and articles of clothing that it deems necessary to perform their assigned duties, including body armor and shotguns.

**18.4:** All patrol cars shall also be equipped with air conditioning.

**18.5:** 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 equipment or job that has already been written up as unsafe before it is checked and released by a certified garage, the Sheriff and/or Safety Officer.

**18.6:** 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.

**18.7:** 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 employees refuse to operate such equipment unless such refusal is unjustified.

**18.8:** Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

**18.9:** It is the duty of the employee to and he/she shall immediately, or at the end of his/her 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. The Employer shall not ask or require any employee to take out equipment that has been reported by any employee as being in an unsafe operating condition until same has been approved as being safe by a certified garage, the Sheriff and/or Safety Officer.

**18.10:** Employees will not work on vehicles and equipment without prior authorization from their supervisor.

#### **ARTICLE XIX SAFETY COMMITTEE**

**19.1:** 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.

#### **ARTICLE XX TRAINING**

**20.1:** The Employer recognizes the skill required of the Police Officer. The Employer further recognizes that, in the event the Employer determines that it is necessary by law, public demand or

the necessity to improve and upgrade methods, procedures and/or equipment—of the personnel in the Department, the County shall provide all schooling, training or any other method of upgrading the personnel while on County time and during their regular shift without loss of pay. (This includes training with all firearms.)

**20.2:** When employees are sent for training outside of Alcona County, the employer will provide a cash advance of \$25.00 per day for meals. Neighboring counties and transports will be reimbursed for actual meal cost upon providing receipt.

### **ARTICLE XXI COURT TIME AND CALL IN**

**21.1:** 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.

**21.2:** An employee reporting for call-in assignments shall be guaranteed two (2) hours pay at the rate of one and one-half (1-1/2) times his hourly rate. Call-in assignments shall include court time that employees must spend on their case.

### **ARTICLE XXII WORK SCHEDULE**

**22.1:** The regular work schedule for all full-time employees shall consist of an assignment of eighty (80) hours in a fourteen (14) consecutive day work period. The fourteen (14) day work period shall coincide with the bi-weekly payroll period with a one (1) week lag time. The regular tour of duty shall consist of either five (5) days at eight (8) consecutive hours per day or four (4) days at ten (10) consecutive hours per day at the Sheriff's sole discretion. Additionally, the Sheriff may schedule the cook for eleven (11) hours, one (1) hour of which shall be an unpaid lunch which provides for a ten (10) hour workday.

**22.2:** The employees' work schedule shall be posted a minimum of fourteen (14) days in advance.

**22.3:** Overtime pay will be paid at the rate of one and one-half times (1-1/2) the hourly rate for all hours worked in excess of: eight (8) or ten (10) hours in one day (depending upon the current work schedule) or eighty (80) hours in the fourteen (14) consecutive day work period. This overtime provision may allow for scheduling of four (4) consecutive ten (10) hour shifts or five (5) eight (8) hour shifts at the Sheriff's sole discretion.

**22.4:** Compensatory time off shall be earned at the rate of one and one-half (1-1/2) hours of compensatory time off for each hour of overtime worked for which the employee is entitled to receive overtime payment pursuant to the terms of Section 22.3 Employees may by mutual consent, use accrued compensatory time off in lieu of cash payments for overtime hours worked. Employees shall not accumulate over two hundred (200) hours of compensatory time off. When the employee reaches the two hundred (200) hour limit the employee shall be paid cash for the remainder of the overtime hours.

**22.5:** Employees shall be allowed to convert accumulated compensatory time off to cash upon request and all compensatory time off shall be converted to a cash payment when the Employee leaves employment with the County.

**22.6:** The Employer must allow at least one bargaining unit employee off per calendar day for the use of compensable time or vacation time, but does not have to allow more than one employee off per day. The Head Cook and Sheriff's Secretary will not block other union members from taking compensable time or vacation time.

**22.7:** Each employee shall be granted a thirty (30) minute lunch break each eight (8) or ten (10) hour shift. Each employee shall be granted two (2) breaks for each eight (8) or ten (10) hour tour of duty, each break not to exceed fifteen minutes in duration.

**22.8:** Each employee required to work more than two hours overtime shall be granted a fifteen minute break. In the event that such overtime is extended into the twelfth hour, the employee will be granted a paid meal period of thirty minutes before the end of the twelfth hour.

**22.9:** The shift differential shall be \$.05 per hour above and beyond the respective amount of shift differential paid to P.O.A.M. pursuant to the terms of the P.O.A.M. collective bargaining agreement.

### **ARTICLE XXIII WAGES**

**23.1:** The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

**23.2:** Attached hereto and marked Schedule A - Wages are wage scales showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule and the contents thereof shall constitute a provision of this Agreement.

**23.3:** All full-time employees shall receive on an annual basis an additional one percent of their current base wage after eight years of full-time employment with the Alcona County Sheriff's Office. PLUS, on an annual basis an additional one percent of their current base wage after fifteen years of full-time employment with the Alcona County Sheriff's Office.

### **ARTICLE XXIV LIFE AND HEALTH INSURANCES**

**24.1:** The Employer agrees to provide a Forty Thousand Dollar (\$40,000.00) Life Insurance Policy with Accidental Death and Dismemberment, and to pay the full cost of the premiums.

**24.2:** The Employer shall pay the full premium for the Blue Cross/Blue Shield BCN 10 medical plan with an H.R.A. account. The H.R.A. account will consist of an annual \$4,000.00 family deductible. Single accounts will have a \$2,000.00 deductible. The deductible will be paid by the employer. The third year of the contract the cost of the deductible will be shared by the employee and the employer. The first \$3,000.00 of the family deductible, and \$1,500.00 of the single deductible will be paid by the employer and the remaining \$1,000.00 family, and \$500.00 single will be paid, if necessary by the employee. The following additional specific riders shall be in effect:

Delta Dental PPO coverage as indicated by attachment.

VSP vision coverage as indicated by attachment.

In the event an employee possesses health insurance coverage via another source, the employee can exercise the option for a cash payment in lieu of the above health insurance by so requesting in writing. The cash payment will be made during the month of December and will be according to the following scale:

Payment	Type of Coverage
\$4,000.00	Family
\$3,500.00	two person
\$3,000.00	single

Once the insurance has been waived the employee can only re-enroll (1) during the carrier's annual enrollment period; or (2) outside of the carrier's annual enrollment period only if the employee experiences a change in their legal status such as marriage, divorce, birth, spousal employment termination, etc.

Employees must provide notice of any change in their legal status which affects their insurance coverage in written form including a description of the change and the applicable date.

If an employee has been employed for less than one year in December they will be paid based on a pro rata basis for that year.

If the employees coverage changes during the year they will be paid at the lower rate.

The Employer reserves the right to select a different insurance carrier, become self-funded or obtain any other policy, provided that such different carrier or self-funded provides comparable coverage. Prior to any change in carriers, the Employer shall notify the Union thirty (30) calendar days in advance and shall meet with the Union, upon the Union's request, within that thirty (30) days to discuss the proposed change. The Union reserves the right to file a grievance if it believes that the proposed change is not going to provide comparable coverage.

**24.3:** The Employer agrees to continue to pay the premium for Blue Cross/Blue Shield or a comparable plan as set forth above for an employee on a work related disability leave. Premium payments for non-work related sickness or injury shall not exceed a six (6) month period.

**24.5:** All retirees from the bargaining unit who have completed 10 years of service with the County will remain in the group hospitalization plan for all medical benefits including spouse and dependents. This cost will be paid entirely by the retiree.

**24.6:** All retirees who have completed 15 years of service with the Alcona Sheriffs Department shall receive the following benefit:

The Employer will pay \$1,400.00 annually toward the cost of health insurance coverage; the retiree shall reimburse the County for all cost over \$1,400.00. Retirees may elect to not participate in the County's health coverage, and if not the Employer has no obligation to pay the annual \$1,400.00 amount. This benefit shall terminate when the participant reaches age 65.



## ARTICLE XXV RETIREMENT

25.1: The Employer shall provide the Municipal Employees Retirement System (MERS). The employer shall pay the entire cost of the system. The Employer agrees to provide the following MERS Plan: B-4, F-55 waiver with at least 15 years of service, F-50 waiver with at least 25 years of service.

## ARTICLE XXVI HOLIDAYS

26.1: All full-time employees not working on a holiday will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based on a seven (7) hour, eight (8) hour day or ten (10) hour day (dependent on schedule in effect at the time) for, said holidays. In order to qualify for the holiday pay for the holiday so designated, an employee will be required to work his/her regularly scheduled shift the day before and the day after a holiday unless on an approved absence.

The following will be observed as holidays for the purpose of this agreement:

New Year's Day	Labor Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	New Year's Eve
** Martin Luther King Birthday	Employee's Birthday

\*\* Martin Luther King Birthday starting the third year of the contract with-out holiday pay, Only if the employee physically works will he / she earn comp time

26.2: **Holiday Premium Pay (Double Time and a Half).** Notwithstanding anything else herein to the contrary, employees working on a legally established holiday, as set forth in this Agreement will be paid for hours worked during their regular shift at their regular rate of pay plus 150% in compensable time. Should the employee work overtime on a holiday, the employee will be paid at a rate of one and one-half (1½) times the hourly rate for all hours worked in excess of their regular shift hours plus compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked in excess of their regular shift.

26.3: **Voting Leave Time.** Employees scheduled to work on any National or State Election Days will be given one (1) hour off for the purpose of voting without loss of pay upon presentation of proof of eligibility to vote and notice of their desire to vote given to their immediate supervisor at least one (1) day in advance. Time taken shall be either the first or last hour of the workday when polls are open.

26.4: **Holidays Within Vacation Periods.** Holidays recognized in 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.

26.5: **Holiday Hours Guarantee.** Employees who are scheduled to work a holiday will be scheduled for the number of hours in their regular shift. Those employees who are called in to work a holiday will be guaranteed a minimum shift of six (6) hours of work.

## **ARTICLE XXVII VACATIONS**

**27.1: Vacation Entitlement.** All regular full-time employees shall be entitled to vacation time with pay under the following schedule:

- A. Employees who have completed one (1) year of active service shall be granted eighty (80) hours vacation without loss of pay.
- B. Employees who have completed five (5) years of service shall be granted one hundred twenty (120) hours vacation without loss of pay.
- C. An employee who has completed ten (10) years of service shall be granted one hundred sixty (160) hours vacation without loss of pay.

**27.2: Vacation Earned While Disabled.** Employees who lost time due to on-the-job disability, up to a maximum of twelve (12) months, shall receive payment for their vacation as though the time was worked.

**27.3: Military Leave of Absence.** 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.

**27.4: Vacation Accumulation Rate.** Vacation days can only be accumulated in the amount not to exceed twenty (20) days carry over on the anniversary date.

**27.5: Accrued Vacation.** In case of retirement, resignation, discharge or death of an employee, he or his estate will be paid for all vacation days which have accumulated to his credit.

**27.6: Scheduling Vacations.** Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the requests of senior employees, each year after January 1 and no later than April 1, each employee shall indicate on a twelve—month calendar his vacation request. After April 1, all employees who have failed to select their vacation time will take whatever time is available by seniority. Four-(4) and five-(5) day blocks will supersede single vacation days during the normal vacation selection.

- A. The vacation selection will be done by seniority in each classification. Once all employees have been allowed to make their first vacation pick, the list will be redistributed as described above for a second choice, third choice, etc.
- B. The Employer must allow at least one employee off in each classification per calendar day.

**27.7: Vacation Accrual with More Than One Month Absence.** Employees absent for more than one (1) month for other than on-the-job disability will earn a vacation for the first month of absence only. Additional vacation credit will be earned on a pro rata basis following his return to work.

27.8: Employees shall be paid in full for any or all accumulated vacation upon request.

### **ARTICLE XXVIII LEAVES OF ABSENCE**

28.1: Any employee desiring an unpaid leave of absence from his employment shall secure written permission from both the Union and the Employer.

28.2: The maximum unpaid leave of absence shall be for ninety (90) days. During the period of absence the employee shall not engage in gainful employment in the same type of work in classifications covered by this Contract. Failure to comply with this provision shall result in the complete loss of seniority rights and/or discharge for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

28.3: The Employer agrees to grant time off to union elected officials collectively up to one (3) days cumulative with pay and up to three (3) days cumulative without pay in any one calendar year, without discrimination or loss of seniority rights, to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities.

28.4: Due consideration shall be given to the number of personnel affected in order that there shall be no disruption of the Employer's operation 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.

### **ARTICLE XXIX SICK LEAVE**

29.1: **Sick Leave Accrual Rate.** 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 of one thousand two hundred (1,200) hours. Sick leave shall not continue to accrue during non-paid leaves of absence or non-work related sickness or injury.

A. For any employee who has accrued one thousand two hundred (1,200) hours of sick leave as set forth in Section 1, for all days accrued thereafter not taken for sick day purposes of sickness or injury as defined in Section 2, the employee at their option shall be paid one (1) day for each two (2) days earned, that is, at the rate of 50%. A normal day shall be eight (8) or (10) hours times the employee's regular rate. The amount paid in this manner shall not accrue as sick day benefits.

29.2: **Sick Leave Purposes.** Paid sick leave shall be available for use by employees in the bargaining unit for the following purposes:

- A. Acute personal illness and illness of household members 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 employee's attendance at work.
- C. Sick leave for medical treatment or dental extractions or treatment shall be taken in not less than one-half ( $\frac{1}{2}$ ) day increments.
- D. Sick leave will be authorized when an employee is taken ill on the job.

- E. The Employer may require medical verification of all absences where there is reasonable belief that an employee is abusing his/her sick leave. The Employer reserves the right to discipline employees who abuse their sick leave or who establish patterns of abuse.

**29.3: Prohibition on Sick Leave Accrual for Future Service.** 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.

**29.4: Sick Leave During Vacation.** Sick leave may be allowed in cases of sickness or injury occurring during the vacation period.

**29.5: Extended Medical Leave.**

- A. Extended medical leave shall be granted automatically upon application from employee for his/her personal illness or injury, subject to Employer's right to require medical proof of disability. Such medical leave shall be without pay if an employee has exhausted his accumulated paid sick leave benefits. An employee may be on extended medical leave for a period of not more than six (6) months for a non-work related sickness or injury, or for the length of his accrued paid sick leave, whichever period is greater, or no more than eighteen (18) months for a work-related disability.
- B. Family Medical Leave (FML) Defined. The employer also provides family medical leaves of absence without pay to eligible regular full-time or part-time employees who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.
- C. FML Eligibility. Eligible employees may request family medical leave only after having completed twelve (12) months of service and one thousand two hundred fifty (1,250) hours of service in the twelve (12) months before the medical leave starts. Eligible employees should make requests for family medical leave to their supervisors at least thirty (30) days in advance of foreseeable events or as soon as possible for unforeseeable events.
- D. Health Provider Statement. Employees requesting family medical leave related to the serious health condition of a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for a family medical leave to provide care, its beginning and expected ending dates, and the estimated time required.
- E. Maximum FML Leave & Other Leave Utilization. Eligible employees may request up to a maximum of twelve (12) weeks of family medical leave within any twelve (12)-month period. Employees will be required to first use any eligible accrued paid leave time, such as vacation or sick leave, before taking unpaid family medical leave. Married employees are restricted to a combined total of twelve (12) weeks of

leave time within any twelve (12)-month period for childbirth, adoption, or placement of a foster child; or to care for a parent with a serious health condition.

- F. Health Insurance Coverage During FMLA. Subject to the terms, condition, and limitations of the applicable plans, health insurance benefits will be provided by the employer to eligible employees until the end of the twelve (12) week periods. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue.
- G. Leave Benefits Accruals Suspended. Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment, unless otherwise specifically noted in this Agreement.
- H. Notification of Return. So that an employee's return to work can be properly scheduled, an employee on family medical leave is requested to provide the employer with at least two (2) weeks advance notice of the date the employee intends to return to work. If an employee fails to return to work on the agreed upon return date, the employer will assume that the employee has resigned.

#### **29.6: Workers' Compensation.**

- A. In the event that an employee is injured in the line of duty and is eligible for workers' compensation, 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 this benefit on recurrence of previous injury. Thereafter, the injured employee will receive the difference between his/her workers' compensation payment and his/her regular rate of pay for a period not to exceed twelve (12) months from the original onset date of disability. At that time, the employee may supplement the difference between his/her regular wages and workers' compensation payment received by his/her accumulated sick leave credit until exhausted, or up to a maximum of eighteen (18) months from the original onset date of disability, whichever period is less.
- B. Employer Replacement and Termination Rights. Thereafter, eighteen (18) months post-onset/injury, if the employee is unable to return to regular work, then all fringe benefits shall cease and the Employer shall be entitled to replace the disabled employee according to business necessity in the Employer's sole judgment, and the employee's employment shall cease. In that event, employee shall receive cash reimbursement for any remaining leave benefits to which the employee might otherwise be entitled if he had continued as an employee. The employee shall remain on workers' compensation until the same is no longer payable according to law.
- C. Employees, if requested by Employer, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he/she is physically able to do work available before his/her return to active work.
- D. Sick Leave Accrual. Employees covered by this Agreement receiving the supplemental difference between his/her regular wages and payment received under the provisions of the Workers' Compensation Act shall not continue to accrue additional paid sick leave, vacation time or seniority.

**29.7: Unused Sick Leave Upon Employment Separation.** The Employer shall pay employees one hundred percent (100%) of accumulated sick hours up to a maximum of one thousand two hundred (1,200) hours upon leaving employment from the Sheriff's Department.

**29.8: Unused Sick Leave at Retirement.** Employees may convert up to one-half (1/2) of accumulated sick hours, up to a maximum of six hundred (600) hours, to leave hours, when the employee is within ninety (90) days of retirement. Said leave hours may only be carried on the employee's time record and may not be used to take additional time off. If the employee converts accumulated sick hours to leave hours, it shall constitute notification that the employee will retire within ninety (90) days.

### **ARTICLE XXX BEREAVEMENT LEAVE**

**30.1:** Employees will be paid for three (3) days absence in the case of a death in his/her immediate family and extra days, if such death is out-of-state. Immediate family means, father, mother, sister, brother, child, wife or husband, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-child, step-brother, step-sister, grandparent, grandchild, son-in-law, daughter-in-law or dependent living at home. This is in addition to vacation and sick leave time.

### **ARTICLE XXXI SUBCONTRACTING**

**31.1:** For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any person or non-unit employee, if it would cause a lay-off of any of its present employees in the bargaining unit actively employed on the date of execution of this Contract.

**31.2:** The language of section 31.1 shall not apply to the Employer's subcontracting for food preparation and/or delivery or for guarding of prisoners in hospital settings.

### **ARTICLE XXXII MAINTENANCE OF STANDARDS**

**32.1:** The Employer agrees that all conditions of employment in its individual operation 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, and the conditions of employment shall be changed wherever specific provisions for change are made elsewhere in this Agreement.

### **ARTICLE XXXIII SEPARABILITY AND SAVINGS CLAUSE**

**33.1:** 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.

**33.2:** 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.

**ARTICLE XXXIV TERMINATION OF AGREEMENT**

**34.1:** This Agreement shall be in full force and effect from January 1, 2011, to and including December 31, 2013, and shall continue in full force and effect until a subsequent agreement is successfully negotiated. Either party may request to open negotiations to a successor agreement at least sixty (60) days prior to date of expiration.

**ARTICLE XXXV MILEAGE REIMBURSEMENT**

**35.1:** When an employee is required by the Employer to furnish his own transportation to and from a job location, he shall receive a mileage allowance at the rate as established by the County Board of Commissioners or will be furnished transportation by the County.

**SCHEDULE A – WAGES**

Sergeant

	<u>Start</u>	<u>1 Year</u>	<u>4 Year</u>	<u>8 Year</u>	<u>15 Year</u>
2011	\$40,060.80 \$19.26	\$40,892.80 \$19.66	\$41,912.00 \$20.15	\$43,180.80 \$20.76	\$44,470.40 \$21.38
2012	\$40,872.00 \$19.65	\$41,704.00 \$20.05	\$42,744.00 \$20.55	\$44,491.20 \$21.39	\$46,259.20 \$22.24
2013	\$41,683.20 \$20.04	\$42,536.00 \$20.45	\$43,596.80 \$20.96	\$45,843.20 \$22.04	\$48,131.20 \$23.14

Sheriff's Secretary

	<u>Start</u>	<u>1 Year</u>	<u>4 Years</u>	<u>8 Year</u>	<u>15 Year</u>
2011	\$22,443.20 \$10.79	\$23,649.60 \$11.37	\$31,137.60 \$14.97	\$32,073.60 \$15.42	\$33,051.20 \$15.89
2012	\$22,900.80 \$11.01	\$24,128.00 \$11.60	\$31,761.60 \$15.27	\$33,051.20 \$15.89	\$34,382.40 \$16.53
2013	\$23,358.40 \$11.23	\$24,606.40 \$11.83	\$32,406.40 \$15.58	\$34,049.60 \$16.37	\$35,776.00 \$17.20

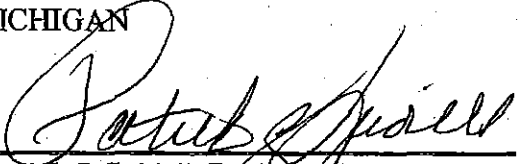
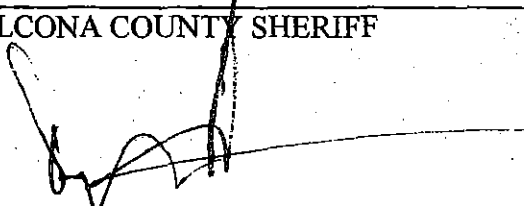

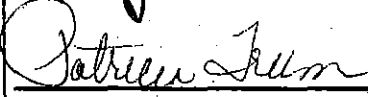


Head Cook	<u>Start</u>		<u>8 Year</u>	<u>15 Year</u>		
2011	\$20,800.00	\$10.00	\$21,424.00	\$10.30	\$22,068.80	\$10.61
2012	\$21,216.00	\$10.20	\$22,068.80	\$10.61	\$22,963.20	\$11.04
2013	\$21,632.00	\$10.40	\$22,734.40	\$10.93	\$23,899.20	\$11.49

\*\* The above wage scale reflects a 2% wage increase each year of the contract.

\*\* The above wage scale also reflects the wage adjustments as indicated in article 23.3



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

<p>COMMAND OFFICERS ASSOCIATION OF MICHIGAN</p>  <hr/> <p><i>Patrick J. Spidell, Business Agent</i></p>	<p>ALCONA COUNTY SHERIFF</p>  <hr/> <p><i>Douglas M. Atchison, Sheriff</i></p>
<p>COMMAND OFFICERS ASSOCIATION OF MICHIGAN</p>  <hr/> <p><i>Scott Stephenson, Local President</i></p>	<p>ALCONA COUNTY CLERK</p>  <hr/> <p><i>Patricia Truman, County Clerk</i></p>
<p>ALCONA COUNTY BOARD OF COMMISSIONERS</p>  <hr/> <p><i>William Thompson, Personnel</i></p>	<p>ALCONA COUNTY BOARD OF COMMISSIONERS</p>  <hr/> <p><i>Kevin Boyat, Board Chairman</i></p>