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AGREEMENT

Between

ALPENA COUNTY  
and  
ALPENA COUNTY SHERIFF

-and-

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Effective: January 1, 2009 through December 31, 2011

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## AGREEMENT

THIS AGREEMENT, made as of the 1st day of January, 2009, by and between Alpena County (the "County") and the Alpena County Sheriff (the "Sheriff"), hereinafter jointly referred to as the "Employer", and the Command Officers Association of Michigan (the "Union").

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### ARTICLE I - RECOGNITION

1.1: Collective Bargaining Unit. The Employer hereby agrees to recognize the Union as the exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours of employment, and other conditions of employment for all the employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time supervisory employees (Sergeants, Jail Administrator and Corrections Supervisor) of the County of Alpena working in the Sheriff's Department, **but excluding** executive employees (Sheriff and Undersheriff); non-supervisory employees (deputies, detectives, correctional officers, bailiffs and clerks) seasonal or temporary employees, confidential employees (Sheriff's secretary), 911 employees, and all other County employees.

1.2: Extra Contract Agreement. The County agrees not to enter into any agreement with another labor organization with respect to the employees covered by this Agreement, nor any Agreement or contract with employees covered by the Agreement, individually or collectively, which conflicts with the express terms of this Agreement, during the term of this Agreement.

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

1.4: Definitions. For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

Full-Time Employee: A full-time employee is an employee who is working at least forty (40) hours a week on a regular basis in a job classified by the Employer as permanent.

Regular Part-Time Employee: A regular part-time employee is an employee who is working less than forty (40) hours but at least sixteen (16) hours per week on a regular schedule at a job classified by the Employer as permanent.

Act 312 Eligible Employee: All full-time and regular part-time employees of the County of Alpena working in the Sheriff's Department eligible for Act 312 arbitration (sergeants).

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Non-Act 312 Eligible Employee: All full-time and regular part-time employees of the County of Alpena working in the Sheriff's Department not eligible for Act 312 arbitration (correctional officers, corrections supervisor, bailiffs, cooks and receptionists).

An employee's status under these definitions shall be based upon the number of hours in their regular schedule and does not include overtime hours or hours worked as a replacement for another employee. In the event that an employee's status is to be changed because of an increase or a decrease in that employee's regular working hours, the Employer will advise the Union prior to the effective date of the change in status.

1.5: Work By Non-Unit Employees. The Employer reserves the right to hire and utilize executives, non-supervisory employees, non-regular part-time employees, casual employees, temporary employees and volunteers from time to time. Executive, non-supervisory employees, non-regular part-time employees, casual employees, temporary employees and volunteers are not within the recognition granted the Union and are not covered by the terms of this Agreement. The Union recognizes that the performance of work for the Employer by these non-bargaining unit individuals shall be permitted and shall not constitute a violation of this Agreement even if it could remove potential overtime opportunities for non-act 312 eligible employees; provided, however that such individuals shall not be hired or utilized so as to cause a full-time or regular part-time non-312 eligible employee to be laid off or lose time from their regularly scheduled hours.

## ARTICLE II - REPRESENTATION

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

2.2: Duties of Steward. When requested by an employee, the Steward or Alternate may investigate any alleged or actual grievance and assist in its preparation, and may be allowed reasonable time thereof during working hours without loss of time or pay, upon notification and prior approval of the immediate supervisor outside of the bargaining unit. When an employee presents their own grievance without intervention of the Steward or Alternate, the representative shall be given the opportunity to be present if the employee requests.

2.3: Names of Committee Members. The Union shall, in advance, furnish the County in writing with the names of its collective bargaining committee members. The County and the Union shall have the right to have outside representatives present.

### ARTICLE III - SHERIFF'S RIGHTS

3.1: Rules and Regulations. The Sheriff shall have the right to adopt and enforce rules and regulations concerning standards of conduct and performance of duties of department personnel and otherwise governing the employment relationship. Such rules and regulations shall not contravene any of the provisions of this agreement. If any new rule or regulation is adopted which conflicts with any provision of this Agreement, such rule shall be subject to the grievance procedure. Rules and regulations shall not be applied by the parties hereto in a discriminatory manner.

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

3.3: No Strike. Parties hereto mutually agree and recognize that the services performed by the employees are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of the services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full faithful and proper performance of the duties of their work, or picket. Union further agrees that there shall be no strike, sit-down, stoppages of work or any acts that interfere in any manner or to any degree with the services of the County and the Sheriff as long as this contract is in force.



3.4: Locker Searches. An employees' locker may be searched in the discretion of the Sheriff, but only under one or more of the following conditions:

- (a) The employee is present during the search.
- (b) The employee has consented to the search in writing.
- (c) The Sheriff is in possession of a valid search warrant.

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The parties agree that if an employee is present, they cannot refuse to consent to the search.

#### ARTICLE IV -UNION SECURITY

4.1: Union Service Fee. All employees included in the collective bargaining unit set forth in Section 1.1 shall, as a condition of employment, pay to the Union a service fee. This obligation to pay a service fee to the Union shall commence upon completion of an employee's first thirty (30) days of employment. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Union members. The Union shall advise the Employer in writing of the amount of its monthly dues and any changes thereto. An employee's obligation to pay a service fee to the Union may be satisfied by direct payment to the Union by the employee of the service fee, or by payment of the service fee in accordance with the checkoff provisions of this section. In addition, any employee who is a member of the Union shall be deemed to have satisfied their service fee payment obligation for any month in which they were in good standing with the Union.

4.2: Failure to Pay Service Fee. In the event that a member of the bargaining unit who is not a member of the Union fails to pay a required service fee directly to the Union, or to authorize payment of the service fee through payroll deduction, the Union may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Union shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. The notice shall detail the facts of the non-compliance, provide the employee with ten (10) working days for compliance, and inform the employee that a request for a wage deduction may be filed with the Employer in the event compliance is not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Union may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee. Upon receipt of the request for an involuntary deduction, the Employer shall provide the employee with an opportunity for a due process hearing within the next ten (10) working days limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for the service fee; provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the hearing shall not be held until thirty (30)

working days after the decision of that forum becomes final. The Employer agrees to impose a mandatory deduction for the service fee if it determines after the hearing that the employee has not paid a required service fee in an amount lawfully established by the Union or if the employee does not request a hearing within the ten (10) working day request period. All dues and fees so deducted shall be promptly remitted to the Union at an address authorized for this purpose within twenty (20) days following the deduction.

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#### 4.3: Checkoff.

- (a) During the term of this agreement, the Employer agrees to deduct service fees, or if applicable, Union membership dues from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper checkoff authorization in a form which shall be supplied by the Union. Once filed, a checkoff authorization shall be irrevocable during the life of this agreement. Any written authorization which lacks the employee's signature will be returned to the Union.
- (b) All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's or service fee obligation, or if applicable, Union membership dues owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose.
- (c) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Union.
- (d) The Union shall notify the County Clerk in writing of the proper amounts of dues and fees, and any subsequent changes in such amounts.
- (e) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.
- (f) The Employer's sole obligation under this Section is limited to the deduction of service fees, and, where applicable, Union membership dues. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever.

4.4: Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability including but not limited to wages, damages, awards, fines, court costs, and attorney's fees that arise out of or by reason of action taken by the Employer pursuant to Sections 4.1, 4.2 and/or 4.3.

## ARTICLE V - GRIEVANCE PROCEDURE

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

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5.2: Grievance Procedure.

STEP I. The Steward or the aggrieved employee shall submit the grievance orally to the employee's immediate supervisor within seven (7) calendar days after the grievance might reasonably become known to exist. The immediate supervisor shall give an oral answer to the Steward and the aggrieved employee within seventy-two (72) hours of receiving the complaint. In the event the complaint is not satisfactorily settled at this point, it shall become a grievance and the procedures hereinafter set forth shall apply.

STEP II. The grievance shall be prepared in writing (in triplicate) and shall state the facts upon which it is based, when they occurred, the remedy desired, and the section of the Agreement which allegedly has been violated. This grievance shall be submitted to the Sheriff or designee and to the County Board of Commissioners within seventy-two (72) hours of receiving an answer, according to Step I hereof. The Sheriff or designee shall give a written answer to the Steward within seventy-two (72) hours of receiving the said written grievance.

STEP III. If Step II does not effect a settlement, the grievance shall be referred to the Sheriff or designated representative and a representative of the Union. They, together with the Steward, shall meet at the office at the County Jail within fourteen (14) days after the meeting of Step II. Within seven (7) days after conclusion of this meeting the Sheriff shall submit to the Union a written statement of the Employer's decision or position with respect to such grievance.

STEP IV. Arbitration. The Union may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the County through the Secretary to the Board of Commissioners with a copy to the Sheriff within twenty (20) working days following the receipt of the County's written disposition in Step 3 of the grievance procedure. If the County fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the County through the Secretary to the Board of Commissioners with a copy to the Sheriff not later than forty (40) working days following the date the County's written Step 3 disposition was due. If

the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances.

The arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking the name of an arbitrator from the panel. The Union shall strike the first name from the list of arbitrators. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, that panel may be rejected and another requested. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly; to rule on the discipline, layoff, recall or termination of any probationary employee; or to establish wage scales or rates on new or changed jobs, or to change any rate. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided.

The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees in the bargaining unit; provided however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

5.3: Discussion of Grievance. In all steps of the grievance procedure described above, either the Employer or the Union shall have the right to specify that the aggrieved employee or their superior, or both, be called in to discuss the details of the grievance in the presence of the proper representatives of both the Employer and the Union.

5.4: Grievance Procedure-General. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall be deemed not to be arbitrable, and no arbitrator shall have any power to review the grievance or issue any award. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

5.5: Settlement. The grievance procedure shall stop at any point when the parties involved reach a satisfactory solution to the grievance. This answer shall be in writing with one (1) copy to each of the following: (1) Sheriff, (2) aggrieved employees, (3) Union, and (4) the County Board. This final answer shall be signed by all parties involved or a representative of the parties involved.

5.6: Veterans' Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit covered by this Agreement. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military Veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to, no later than Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or their statutory remedy as their single means of challenging the Employer's determination. If the employee elects to pursue their statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any Arbitration proceeding.

## ARTICLE VI - SENIORITY

6.1: Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Alpena County Sheriff's Department since the employee's last date of hire. Classification seniority shall be defined as the length of an employee's continuous service in their current classification commencing with their last date of hire in that classification. An employee's "last date of hire" shall be the most recent date upon which they first commenced work. Employees who commence work on the same date shall be placed on the seniority list in an order established by the Sheriff at the end of such employee's probationary period. Employees who are promoted to a different classification on the same date shall be assigned a classification seniority date in an order established by the Sheriff at the end of such employee's new job probationary period.

6.2: Probationary Period. When a new employee is hired in the unit, they may be considered as a probationary employee for the first twelve (12) months. The Union shall represent probationary employees for purposes including, but not limited to, rates of pay, wages, hours of employment, and grievances concerning interpretation of all aspects of this Agreement, except those related to discharge and discipline.

6.3: Seniority Accrual. Notwithstanding the provisions herein relative to probationary employees, all employees shall accrue seniority from their date of last hire. Employees assigned to region or area law enforcement positions will retain seniority in this unit.

6.4: Seniority List. The Employer shall maintain a roster of employees, arranged according to seniority, showing name, position, class and seniority date, and shall furnish a copy to the Union in the first month each year or as soon as practicable thereafter.

6.5: Loss of Seniority. Employees shall lose their seniority if:

- (a) They resign or quit.
- (b) They are discharged or terminated from work and the discharge or termination is not reversed through the grievance procedure or other adjudicative process.
- (c) They retire.
- (d) They are convicted of a felony or a misdemeanor involving moral turpitude.
- (e) They have been laid-off for a period of time equal to their seniority at the time of layoff or two (2) years, whichever is lesser.
- (f) They are absent from work, including failure to return at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer or designee, except when the failure to notify into work is due to circumstances beyond the control of the employee.

6.6: Military Leave. The Employer and the Union agrees that the time spent in the armed forces on military leave of absence or other authorized leave, and time lost because of duty connected disability shall be included in the determining of seniority: newly commissioned employees shall acquire seniority upon completion of their probationary period, said seniority shall date from the original date of commencement of the employee's original commission.

6.7: Undersheriff Seniority Rights. An individual who is promoted to the position of Undersheriff shall retain all accrued seniority and shall continue to accrue additional seniority for a period of up to one (1) year. An Undersheriff who is returned to the bargaining unit by the Employer after having been transferred to the position of Undersheriff may be placed in any job classification that has a current vacancy or may displace an employee with less seniority in a job classification to which the Undersheriff was previously assigned to on other than a temporary basis.

## ARTICLE VII - HOURS AND OVERTIME

7.1: Work Period. A normal work day shall be defined as eight (8) hours in a twenty-four (24) hour period commencing at 6:00 a.m. A normal pay period shall be composed of eighty (80) hours in a two week period to coincide with the pay period of the County.

7.2: Overtime Pay. For all work except snowmobile duties, off the road vehicle (ORV) and marine patrol duties, employees shall be paid time and one-half (1-1/2) their regular straight time rate of pay for all hours worked in excess of the hours in their regular work day [either eight (8) hours or ten (10) hours] or eighty (80) hours in a work period; except that the overtime rate shall not be paid when more than eight (8) hours or ten (10) hours are worked in a work day as a result of a regular shift change. Employees who volunteer to work additional hours over eighty (80) hours in a pay period in the performance of extra snowmobile duties, ORV duties, or marine patrol duties, shall do so at their straight time rate of pay until they exceed eighty-six (86) hours of work per work period. Hours worked includes time on jury duty leave, paid holiday leave and paid time off.

7.3: No Pyramiding of Premium Pay. Hours for which overtime or other premium pay are paid on one basis shall not be counted again for purposes of other overtime or other premium pay.

7.4: Scheduling.

A. The Sheriff shall provide employees with a quarterly schedule commencing on January 1, April 1, July 1 and October 1. Thirty (30) days prior to the start of the quarter, a tentative schedule will be posted indicating the shifts to be worked and the number of employees to be assigned to each shift. Employees assigned to road patrol duties shall advise the Sheriff of the shift that they desire for that quarter within the next ten (10) days. The shifts for that quarter will then be assigned in order of seniority, but the Sheriff reserves the right to assign employees without regard to seniority to balance the experience level of any shift. The quarterly schedule shall be posted at least fourteen (14) days prior to its implementation.

B. The Sheriff shall have the right to change the posted schedule subject to the following limitations:

1. An employee's regularly scheduled day off shall not be changed for the sole purpose of avoiding overtime.
2. An employee's schedule may be changed in unforeseen or emergency circumstances.

C. Where possible, an employee shall not be scheduled to commence work less than eight (8) hours after the end of their previously scheduled shift. If an

employee is scheduled to commence work less than eight (8) hours after the end of their previously scheduled shift, they shall be paid overtime for the hours less than eight (8) hours between shifts. There shall be no pyramiding of overtime and, for example, hours worked after the previous shift for which overtime is paid shall be considered overtime hours for this purpose also.

7.5: Detectives and Compensating Time Off. Employees in the classification of Detective shall be considered salaried employees and exempt from the overtime and call out provisions of this article. Compensating time off will be granted to such employees in return for overtime hours worked. Compensating time off shall be at straight time.

7.6: Call-Ins. Any Act 312 employee ordered and reporting to work at any time shall receive a minimum of four (4) hours pay. Non-Act 312 eligible employees called to work at a time other than their regularly scheduled shift shall be paid for two (2) hours at time and one half (1-1/2) their regular straight time rate of pay or for the time worked at the appropriate rate, whichever is greater. An employee may be assigned to any work in their classification in order to fulfill this minimum guarantee.

7.7: Change of Shift for Employee's Convenience. Sergeants may agree to change shifts for one or more days at a time with other sergeants for their own convenience upon prior written notification to the Sheriff or Undersheriff. It is understood and agreed that no overtime shall result in any way for such voluntary changes and, for overtime and scheduling purposes, it shall be presumed that the shift transfer did not occur.

7.8: Additional Work Assignments. Employees will be expected to work at times other than their regularly scheduled shift upon request by the Employer. In order to be available for additional work assignments, employees are required to maintain a working telephone at their primary residence and to utilize answering machines only during times when they are not present in that residence. The Employer will endeavor to make additional work assignments to available employees in the classification concerned, considering the nature of the work assignment and the expertise needed to deal with the assignment in accordance with the following: An employee can be considered to be available for an additional work assignment when there are five (5) days or less including pass days occurring during the vacation period. An employee is not considered to be reasonably available for an additional work assignment where they are on vacation in excess of five (5) days including pass days occurring during the vacation period.

A. Scheduled Additional Work. Scheduled additional work shall mean all work to be performed that has not previously been assigned through the normal scheduling process, the necessity of which is known to the Employer at least twenty-four (24) hours in advance. The Employer shall offer scheduled additional work opportunities that will be paid at overtime rates to volunteers from the classification concerned in inverse order of overtime on the overtime roster. In the event that there are no volunteers for any scheduled additional work



opportunity, then the Employer will assign the scheduled additional work to the employee with the least overtime who is reasonably available.

B. Non-Scheduled Additional Work. Non-scheduled additional work shall mean all work, the necessity of which is known to the Employer less than twenty-four (24) hours in advance. The Employer shall offer non-scheduled additional work opportunities that will be paid at overtime to volunteers from the classification concerned in inverse order of overtime on the overtime roster. In the event that there are no volunteers for any scheduled additional work opportunity, then the Employer will assign the scheduled additional work to the employee with the least overtime who is reasonably available; provided, however, that the Employer reserves the right in all cases where work precedes the start of or extends beyond the end of an employee's regularly scheduled shift to assign the non-scheduled work opportunity to the employee performing that work during the regularly scheduled shift, the provisions of this subsection notwithstanding.

Emergency overtime work may be performed by any available qualified personnel in the classification which normally performs such work.

The Sheriff shall maintain a roster of overtime which includes overtime worked as well as overtime work offered and refused. An employee will be charged with overtime refusal during any time when they are considered to be reasonably available for additional work assignments. An employee is not considered to be reasonably available for an additional work assignment when they are on vacation (including pass days occurring during the vacation period), on an approved leave of absence, physically unable to perform the work, would be required to work more than 16 hours in an 24 hour period, or are already scheduled to work during part of the additional work assignment. The overtime roster shall be updated at least once a pay period. Sergeants will participate in the extra work assignment and overtime pool as if they were a deputy.

#### ARTICLE VIII - HOLIDAYS

8.1: Recognized Holidays. The following days are recognized as holidays for the purpose of this Agreement:

New Year's Day	Veteran's Day
Martin Luther King Birthday	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

It is understood that employees will be required to work on holidays in accordance with normal scheduling procedures.

8.2: Holiday Pay. Eligible full time employees shall receive eight (8) hours pay at their straight time regular rate of pay, exclusive of all premiums, for each recognized holiday.

8.3: Holiday Work. Employees required to work on a recognized holiday shall be paid at one and one-half (1-1/2) their regular straight time rate of pay for all hours worked on the holiday; provided, however, that all hours worked on a holiday in excess of an employee's regular work day [eight (8) or ten (10) hours] shall be paid at two (2) times their regular straight time rate of pay. For purposes of this section, an employee shall be deemed to have worked on a holiday if their shift starts during the period from 6:00 am. to 5:59 a.m. on the day of the holiday and such work, until the end of that shift, shall be considered work on a holiday. The employer will only pay according to the current language in the labor agreement when an employee works. If the employee is scheduled to work the holiday and takes a PTO day the employee will be paid accordingly.

8.4: Holiday Eligibility.

A. A new employee shall not be eligible for holiday pay until after thirty (30) days from the date of their employment.

B. The employee shall have worked their scheduled hours of work on their last scheduled workday preceding the holiday and also on their first scheduled workday following the holiday, provided, however, that absence or tardiness due to illness or other compelling personal reasons, supported by adequate proof of same, shall not disqualify an employee for holiday pay if they meet all of the other conditions stipulated.

C. Notwithstanding subparagraph B above, any employee who is on vacation with pay shall receive the extra eight (8) hours holiday pay in addition to his vacation pay.

8.5: Seven Day Employees. Any holiday which occurs on an employee's regularly scheduled day off shall not be considered as time worked for overtime purposes.

8.6: Five Day Employees. Holidays which fall on Saturday shall be observed on the preceding Friday and holidays which fall on Sunday shall be observed on the following Monday. Holidays shall be counted as time worked for overtime purposes.

#### ARTICLE IX - VACATIONS

9.1: Paid Time Off. All full-time employees covered by this agreement shall be entitled to paid time off (PTO). The time off is at the discretion of an employee, subject only to the operational needs of the Employer.

9.2: Paid Time Off (PTO) Eligibility. Is earned each pay period and at a rate in accordance with their anniversary date and is credited to the eligible employee each

pay period. A full-time employee has a qualifying pay period of active service when they work or receive pay for at least eighty (80) hours during the two week pay period.

9.3: Accumulation of Time Off. Employees earn PTO as follows based upon their anniversary date of employment.

Less than one year	4.924 hours per pay period
One year to two years	5.850 hours per pay period
Two years to six years	7.080 hours per pay period
Six years to twelve years	8.616 hours per pay period
Twelve years to twenty years	10.154 hours per pay period
At least twenty years	11.385 hours per pay period

9.4: Use of PTO. PTO may be used for vacation days, sick days or any other reason. Employees must use PTO for any absences and may not use any authorized unpaid time until all the employee's PTO is exhausted, unless an employee is off on short-term disability. If an employee is off under the Family Leave Act, then all paid time off must be used first.

9.5: Prior Notification for the Use of PTO. Use of 24 or more PTO hours in succession is considered to be use of PTO for a "vacation." If an employee wants to use 24 or more PTO hours off, the employee must schedule that request with the Employer at least fourteen (14) days in advance for approval by the Employer. All other requests to take PTO must be approved by the Employer, except sickness or injury. In case of sickness or injury, an employee is required to call the Employer and report their absence, so their shift can be covered. Employees who want forty (40) or more PTO hours off in the following year shall notify the Employer in writing or by e-mail. If two or more employees request the same period of time off at the same time (i.e. requests for identical days being submitted), then seniority will prevail. The results of vacation requests submitted, and their designated status will be posted. For other requests, identical days requested will be awarded on a first come, first serve basis. In either situation, the second and subsequent requests for similar days are subject to the operational needs of the Employer.

9.6: PTO Rules.

- A newly hired employee, who is undergoing training, may not utilize PTO during the training program.
- PTO is compensated at the employee's regular straight time hourly rate of pay.
- The employer shall post monthly the PTO hours each employee have in their PTO bank.
- 176 PTO hours are the maximum hours may be carried from one PTO leave year to the next year. A leave year begins on January 1 and ends on December 31 of the same year.
- If an employee has PTO in excess of the 176 hours on December 31 of each year, they shall receive compensation for those hours at one-half the employee's hourly rate. An employee by December 1<sup>st</sup> of each year shall

request this excess time off to be used before December 31<sup>st</sup> of the same year. If the employer because of schedule conflicts denies the request, then those hours in excess of 176 hours shall be paid at 100% of their value on December 1<sup>st</sup>.

- If an employee retires in accordance to the rules of the MMERS plan in effect or in the event of death, the employee or the employee's estate shall be paid 100% of the value of the hours in the employee's PTO bank.
- If an employee is laid off, they shall receive 100% of the value of the hours in the employee's PTO bank.
- An employee, who resigns their position with a fourteen (14) day advance notice, shall receive 75% of the value of the hours in the employees PTO bank.
- If an employee is terminated from their employment or fails to give a fourteen (14) day notice, he/she shall receive none of their PTO bank.
- Pay advance is available to an employee if their PTO falls during the regular pay period. The employee shall request this payment two (2) weeks prior to their last workday in writing on a form provided by the employer.
- If the number of unscheduled PTO days taken exceeds three (3) consecutive days, the employee may be required to furnish the employer with a physicians statement explaining the absence. Falsification of the physician's certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge.
- Employees may use PTO time to supplement workers compensation or sick and accident payments.

9.7: Military Service Credit. When an-employee returns to work from Military Leave of Absence, their total time in military service shall be counted in determining how many vacation weeks they are eligible for.

9.8: Vacation Requests. Employees shall submit their vacation requests in conjunction with the quarterly shift bids.

9.9: PTO Charging for employee on Ten Hour Shifts. Employees on ten (10) hour shifts shall use ten (10) hours of PTO time.

9.10: PTO Charging while on Workers Compensation. The first seven (7) days that an employee is off work due to work-related injuries will be paid the Employer without charge to PTO. In the event that payments shall be found to be a wage continuation program under the Worker's Compensation laws of the State of Michigan, the parties agree to renegotiate this subsection.

## ARTICLE X -LEAVES OF ABSENCE

10.1: Purpose of Leaves. It is understood by the parties that leaves of absences are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. Without the prior permission of the Employer, any employee who engages in other employment while on a leave of absence shall be considered to have quit.

Section 10.2. Personal Leave of Absence. The Employer may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed thirty (30) calendar days. Requests for personal leave shall be in writing, signed by the employee, and given to the employee's Department Head. Such requests shall state the reason for the leave. An extension of personal leave of absence may be granted by the Employer in its discretion, provided the extension is requested prior to the termination of the original leave period. No personal leave of absence may be granted for a period in excess of ninety (90) consecutive calendar days. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the employee's Department Head. The Department Head will then notify the county coordinator, personnel committee, and the appropriate documentation will be attached to the employee's time sheet.

Section 10.3. Non-Duty Disability Leave. A disability leave of absence will be granted to employees who have been absent for more than five (5) consecutive working days because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued PTO benefits and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twenty-four (24) consecutive months or the length of their seniority, whichever is lesser. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, shall require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must

present a physician's certificate satisfactory to the Employer indicating the employee is physically or mentally able to return to work.

10.4: Workers' Compensation Leave. Upon written application, a leave of absence for a period of not more than twenty-four (24) months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the Employer, subject to the Employer's right to require medical proof. Extension of the leave may be granted by the Employer, in its sole discretion, upon written application. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

10.5: Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

10.6: Jury Duty Leave. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of twenty (20) days per year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's regular rate of pay for the employee's regularly scheduled hours and the amount the employee received from the court. In order to be eligible to receive jury duty pay from the Employer, an employee must:

- A. Be a full time employee who has completed the probationary period;
- B. Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;
- C. Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
- D. Return to work promptly after he is excused from jury duty service.

10.7: Return to Work After Leave of Absence. Employees returning from Employer approved leaves of absence will be reinstated to their former job classification. The provisions of the foregoing notwithstanding, the Employer reserves the right not to

reinstate to their former job classification any employee who no longer has the necessary qualifications, skill and ability to perform the work in an effective and efficient manner.

10.8: Fringe Benefits on Leave of Absence. Fringe benefits shall not accumulate, accrue, or be paid during any unpaid leave of absence, except as expressly provided in this Agreement.

10.9: Family and Medical Leave. Employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons:

- A. The birth of a son or daughter, and to care for the newborn child;
- B. The placement with the employee of a son or daughter for adoption or foster care;
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- D. Because of a serious health condition that makes the employee unable to perform the functions of their job.
- E. Because of any qualifying exigency arising out of the fact that a spouse, son, or daughter of the employee is on active duty (or has been notified of an impending call to active duty) in the Armed Services in support of a contingency operation.

An eligible employee is entitled to a total of 12 workweeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave.

**Servicemember Family Leave.** An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who suffered a serious injury or illness in the line of duty on active duty in the Armed Forces shall be entitled to a total of 26 workweeks of leave during a 12 month period to care for that servicemember. This servicemember family leave shall only be available during a single 12 month period, and during that 12 month period the an eligible employee shall only be entitled to a total of 26 weeks of combined regular FMLA leave and Servicemember Family Leave.

Employees desiring leaves of absence under this section shall provide written notice to the Employer setting forth the reasons for the requested leave, the anticipated start date of the leave, and its anticipated duration. A request for leave to care for the employee's spouse, son, daughter, or parent with a serious health condition, or due to

the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, must be supported by a certification issued by the health care provider of the employee or the employee's ill family member. If the Employer has reason to doubt the validity of a medical certification, it may require the employee to obtain a second opinion at the Employer's expense from a health care provider of its choice. If the opinions of the employee's and the Employer's designated health care providers differ, the Employer may require the employee at the Employer's expense to obtain certification from a third health care provider designated or approved jointly by the Employer and the employee. The Employer may request recertification at any reasonable interval.

Employees on leaves of absence under this section shall be with pay as long as the employee has available accrued paid time off. Upon the exhaustion of accrued paid time off, the remainder of the leave shall be without pay. While on leave, an employee's coverage under any group health plan shall be continued on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.

On return from leave, an employee shall be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, unless the employee is no longer qualified for the position because of their physical or mental condition or the failure to maintain a necessary license or certification. Employees whose leave was occasioned by a serious health condition that made the employee unable to perform their job are required to obtain and present certification from the health care provider that they are fit for duty and able to return to their work. This certification must be provided at the time the employee seeks reinstatement at the end of the leave, and the Employer may deny restoration until satisfactory certification is provided.

The provisions of this section are supplemented by the County's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act.

#### ARTICLE XI - LONGEVITY

11.1: Longevity Pay. All regular full-time employees shall be paid longevity pay based upon their length of continuous service with the Employer in accordance with the following schedule:

<u>Continuous Service</u>	<u>Longevity Pay</u>
Less than five (5) years	-0-
At least five (5) years but less than ten (10) years	\$100.00
At least ten (10) years but less than fifteen (15) years	\$150.00
At least fifteen (15) years but less than twenty (20) years	\$200.00



At least twenty (20) years

\$250.00

Longevity pay is a lump sum annual payment to eligible employees, which is paid on the pay day nearest to December 1 of each year. For purposes of this Section, an employee's years of continuous service shall be computed from the most recent date upon which the employee commenced work for the Employer through July 1 of the applicable year. An employee's continuous service shall only be broken by a loss of seniority.

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In order to be eligible for longevity pay, an employee must be on the Employer's active payroll as of December 1 of the applicable year. Employees who are not on the active payroll such as those who quit or are discharged shall not be eligible for longevity pay, but individuals who retire under the Employer's retirement plan, are on a worker's compensation leave or an extended sick leave for a period of more than two consecutive months, or who are laid off will receive a pro-rated longevity payment for that year.

#### ARTICLE XII - BEREAVEMENT LEAVE

12.1: Death in the Immediate Family. In the event of a death in the immediate family of any employee or the employee's spouse, the employee shall be entitled to up to three (3) paid bereavement leave days at their regular rate of compensation in each instance, except if it is necessary to attend a funeral more than three hundred (300) miles from the employee's place of residence, such bereavement leave shall not exceed five (5) days without the loss of pay. The immediate family for purposes of this Section shall be defined as husband, wife, parents, grandparents, grandchildren, children (natural or adopted), brothers and sisters, and parents-in-law or close relative living with the employee. One (1) working day shall be granted for Brother-in-law or Sister-in-law. Prior notification to the Sheriff shall be required before commencing Bereavement Leave.

#### ARTICLE XIII - UNION BUSINESS LEAVE

13.1: State and National Conventions. Employees who are elected to attend state and national Union conventions shall be allowed time off without pay to attend conventions in accordance with the requirement of the Union Constitution and convention; provided, however, that such time off shall not exceed seven (7) days in any one (1) calendar year, at any one (1) particular time, such employees do not number more than one (1).

13.2: Special Conferences. Employees who are elected to represent their local unit in special, state or national conferences shall be allowed time off without pay to attend such conferences, not to exceed five (5) days in any fiscal year, upon written request by the Union, and with prior approval of the Sheriff or his designee, further, provided, that such employees number no more than one (1) at any given time.

#### ARTICLE XIV - LAYOFF AND RECALL

14.1: Layoff. When it is determined by the Employer that the work force in a particular job classification is to be reduced, the Employer shall lay off employees in the following order:

A. The first employee or employees to be laid off shall probationary employees (if any) in the particular job classification affected by the layoff.

B. The next employee or employees to be laid off shall be regular part-time employees (if any) in the particular job classification affected by the layoff by inverse order of classification seniority.

C. Further layoffs from the particular job classification affected by the layoff shall be accomplished by inverse order of classification seniority.

The Employer shall endeavor to provide at least five (5) calendar days advance notice of the layoff and, if known, the anticipated duration of the layoff.

14.2: Demotion in Lieu of Layoff. An employee subject to layoff who so requests within 24 hours after receipt of notice of layoff shall, in lieu of layoff, be demoted to a position within the department, including part-time and temporary positions, if they have greater length of total continuous service in the department than the employee holding such position, providing that the employee has previously held that position and providing the employee is qualified to perform that position. Demotion shall be through those classes in which an employee previously held permanent status.

14.3: Recall From Layoff. Employees on layoff status who retain seniority shall be recalled for any permanent position which becomes open in which they have previously held permanent status and for which they are qualified. Such recalls shall be in order of seniority. The Sheriff shall notify the employee of recall by certified letter to the employees last known address and if the employee does not report within ten days of the date of such letter is sent, or such longer time as shall be acceptable to the Sheriff, the employee shall be deemed to have refused recall. The Sheriff may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure.

#### ARTICLE XV - DISCIPLINARY ACTION

15.1: Written Statement. In the event the Sheriff takes disciplinary action against an employee involving a written reprimand, suspension or discharge, the Sheriff shall furnish the employee and the union with a written statement sufficient to inform the employee of the nature of the acts or conduct giving rise to the disciplinary action. Such statement shall be furnished within three working days after the penalty is imposed.

15.2: Past Infractions. In imposing any discipline on a current charge, the Employer will not base its decision upon any prior infractions of the department rules or regulations which occurred more than two (2) years previously, unless related to the current charge.

15.3: Past Violations of State or Federal Laws. Whenever an employee has been disciplined because of a conviction of law or ordinance, and employee has not been discharged from the Sheriff's Department, a record of the action taken against the employee will be kept as a permanent record and can be used to base a disciplinary decision at any time in the future regardless of the type of violation committed. The employee shall have the right to examine their personnel file containing such records on demand in the presence of the Sheriff or designated representative.

15.4: Just Cause. All disciplinary action will be for just cause subject to the Sheriffs rights under M.C.L.A. 51.70. Probationary employees shall not be entitled to the benefits and procedures herein provided in case of disciplinary action or discharge.

#### ARTICLE XVI - PROMOTIONS

16.1: Promotions. The Sheriff shall consider qualified employees of the department for promotional opportunities that become available. Selection of employee for promotional opportunities shall be made in the complete discretion of the Sheriff based upon such factors as the Sheriff deems relevant.

16.2: New Job Probationary Period. Employees who are promoted to a different classification shall be required to serve a new job probationary period of one year in the new position to prove that they have the skill and ability to perform all the requirements of the position. If the employee fails to meet all the requirements of the position to the satisfaction of the Employer, the employee will be transferred back to the employee's prior classification; provided, however, that the Employer reserves the right to disqualify an employee and return the employee to the employee's prior classification at any time during the new job probationary period. An employee will also be returned to their former classification during this period upon the employee's request.

#### ARTICLE XVII - RETIREMENT

17.1: Retirement Plan. All full time and regular part-time employees who work at least eighty (80) hours per month are enrolled in Plan B-4 of the Municipal Employees retirement System of Michigan (MERS) with the FAC-3 Rider and the F55(25) waiver. Employees contribute 3.94% of their gross compensation to the retirement plan. The plan documents establishing MERS controls the specific terms and conditions governing the retirement plan.

#### ARTICLE XVIII - UNIFORMS

18.1: Uniforms. The Sheriff shall provide, at County expense, an initial issue of uniforms and equipment for newly hired sergeants limited to the items listed below.

## SERGEANTS

<u>Initial Issue</u>	<u>Replacement Allowance</u>
Winter Jacket	1/3
Summer Jacket	1/2
Trousers (3 Pr.)	full
Shirts-Short Sleeve (3)	full
Shirts-Long Sleeve (3)	full
Hat-Winter	1/2
Hat-Summer	1/2
Raincoat	1/3
Leather	1/4
Badge	

Each year, the Sheriff shall furnish each sergeant an annual amount equal to the lowest bid price on the annual uniform bid for the total of the items shown under replacement allowance. The Sheriff shall determine the type of leather items and equipment items to be used by the department and shall approve the model, style and type before those items are purchased.

18.2: Uniform Orders. The Sheriff shall provide replacement uniforms as needed during the years and shall order the remainder of the yearly uniform allotment on or before September 1st of each year.

18.3: Safety Vests. The Sheriff shall provide, at County expense, safety vests of the Sheriff's choice for all sergeants. The vest shall be replaced at six (6) year intervals unless technological change will allow longer replacement periods. If any employee wishes to purchase a different type of vest than furnished by the County, such employee may purchase such vest and the employee shall be required to pay the difference between the bid cost of vests furnished by the County and the vest selected by the employee.

## ARTICLE XIX - WAGES

19.1: Wages. During the term of this Agreement, wages shall be as set forth in Appendix A attached hereto and made a part hereof. The straight time regular rate of pay for employees shall be the hourly rate set forth in Appendix A. Employees shall begin at the "start" rate and shall progress from step to step in the wage classification upon completion of the specified period of time in that classification. The Employer reserves the right to place employees at advanced steps in the wage classification based upon prior work experience.

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

6:00 a.m. – 2:00 p.m.            no premium

2:00 p.m. – 10:00 p.m.	\$.20 per hour
10:00 p.m. – 6:00 a.m.	\$.30 per hour

If an employee works overtime, this shift premium will be added to the time and one-half hourly rate, therefore avoiding the pyramiding of the shift premium. No shift premium will be paid for training.

~~In all cases shift premium shall be paid on the basis of actual hours worked in each of the above periods; provided that, if an employee performs continuous work during more than one of the above periods, they shall receive shift premium for their total hours of continuous work based upon the shift premium applicable to the period in which the majority of such hours fall. (In case the hours of work fall equally within two (2) periods, the higher premium shall be paid for all hours worked). It is understood and agreed that employees in the classification of Detective will not receive shift premium payments.~~

#### ARTICLE XX - INSURANCE BENEFITS

20.1: Hospitalization Insurance. The Employer will make available a group insurance program covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program. The insurance program will provide the coverages set forth on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Eligible employees may participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

20.2: Payment of Health Insurance Costs. During the term of this Agreement, the Employer agrees to pay for single subscriber, two people and family coverage for eligible full-time employees who elect to participate in the group insurance plan. Employees electing sponsored dependent and/or family continuation coverage are responsible for payment of the premium costs for this additional coverage.

20.3: Medical, Dental and Vision Reimbursement. The Employer will make available a self-funded program covering medical, dental and vision care expenses for participating full-time employees and their eligible dependents. Under this program, the Employer will reimburse eligible employees for up to \$400 per calendar year in medical, dental and vision care expenses incurred by full-time employees and their eligible dependents, these funds are available on January 1<sup>st</sup> of each year. In the event that an employee does not fully utilize this reimbursement by December 1<sup>st</sup> of each year, it may be

carried over to the following year, or at the option of the employee be paid to the employee during the first full pay period in December or placed in the employee's deferred compensation plan for that year. Expenses allowed and incurred in December of each year, would be paid in January of the next year. This benefit is pro-rated up to \$33.33 per month for all full-time employees, so a new hire would earn this benefit pro-rated based on the months remaining in the calendar year. Likewise and employee leaving employment who has not used up the annual benefit amount, will be paid only those dollars carried over from previous years and for the month they worked pro-rated with the County in that calendar year.

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20.4: Term Life Insurance. The County will provide group term life insurance in the amount of Twenty Thousand (\$20,000) Dollars for each employee covered by this agreement as soon as possible after the signing of this agreement. This policy shall also contain provisions for accidental death and dismemberment benefits.

20.5: Liability Insurance. The present liability insurance provided by the County shall continue in force throughout the life of this agreement.

20.6: Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff, or unpaid leave of absence commences. Employees on Employer approved leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work. The provisions of the foregoing notwithstanding, the Employer will continue to pay insurance premiums for eligible employees who are entitled to worker's compensation benefits because of a job related injury for a period of up to eighteen (18) months, and who are on a disability leave of absence or laid off for a period of up to six (6) months.

20.7: Insurance Carrier. The Employer reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance programs; provided, however, that the benefits provided shall remain substantially equivalent or better. Prior to changing carriers a special conference will be called to discuss the changes and disputes over whether the benefits are substantially equivalent or better are subject to the grievance procedure.

20.8: Employees Not Needing Health Care Insurance. Full time employees who have available health care insurance through a plan with their spouse's employer and document same may elect to drop out of the County's health care plan shall be eligible to receive \$400.00 per month in lieu of health care insurance added to the second

paycheck in that month. An employee may elect to use one of the County's IRS approved tax-deferred compensation plan and/or contribute to their MERS plan division, as approved by the Labor Agreement.

20.9: Sickness and Accident Insurance. During the term of this Agreement, the Employer shall obtain and pay the required premiums for a sickness and accident insurance program for those full-time eligible employees occupying a classification covered by this Agreement. Employees who are otherwise eligible shall receive from the Employer's insurance carrier weekly indemnity payments consisting of sixty-six and two thirds per cent (66.67%) of their normal gross weekly wages up to a maximum of \$650.00 per week. These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or from the eighth (8th) day of disability due to sickness, for a period not to exceed fifty-two (52) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation paid under a retirement plan, the Social Security Act, or any Workers' Compensation Act. In the event that an employee is denied sickness and accident benefits as a result of a dispute whether the employee is eligible for workers compensation benefits, the Employer will pay on a temporary basis the amount of sickness and accident benefits subject to an obligation by the employee to reimburse these payments when the coverage dispute is resolved.

#### ARTICLE XXI - TRAINING

21.1: Training. The Employer will pay the cost for any training courses that it requires employees to attend, and will compensate the employee at their regular straight time rate of pay for the time spent in that training and the travel time associated with that training. Employees attending required training would be reimbursed for the cost of meals regularly consumed during the schooling time and for mileage if they use their own vehicle. In the event that an employee volunteers to attend a training course or attends a training course which is not considered to be working time for purposes of the FLSA, the Employer may elect to compensate that employee for the time spent in that voluntary training, provided that the amount of compensation shall not exceed eight (8) hours per day, including time spent in travel associated with that training. In addition, the Employer may elect to reimburse the employee for the cost of meals and mileage. The Sheriff shall first approve such expenditures of money.

21.2: Firearms Training. County will provide firearms training twice per year for sergeants. Employees shall be paid for such training at straight time and hours spent on such training shall not be considered time worked for purposes of overtime, time between shifts and other premium pay situations.

#### ARTICLE XXII - SAFETY

22.1: Equipment Safety. The Sheriff and the County shall have the responsibility to maintain all equipment in a safe operating condition when furnished by the County for use by the employees in the performance of their assigned duties, except employees

shall maintain in a safe use and operating condition all uniforms, clothing, and other equipment issued to them by the Sheriff upon entry into the County's service.

22.2: Reporting Unsafe Equipment. When the employee shall find the equipment furnished by the County as unsafe for use in the performance of their assigned duties, the employee shall be required to immediately report the condition to their immediate superior or supervisor; and if the condition is not satisfactorily resolved, the employee may have recourse through grievance procedures provided herein.

22.3: Shields in Patrol Cars. The County will provide full shields in all patrol cars.

#### ARTICLE XXIII - UNION BULLETIN BOARD

23.1: Bulletin Boards. The County agrees to furnish the Union adequate bulletin boards in such number and locations as shall be mutually agreeable to the Employer and the Union; the Board shall be used for notices and bulletins pertaining to the following:

- A. Union Meetings
- B. Union Elections
- C. Union Reports
- D. Union Rulings or Policies
- E. Union Recreational or Social Events

Notices and announcements shall not contain anything of political or partisan nature.

#### ARTICLE XXIV - PART TIME EMPLOYEES

24.1: Part Time Seniority. Part time employees shall accrue seniority in the proportion that their hours worked in a year bears to 2080 hours.

24.2: Part Time Benefits. Unless otherwise agreed to in writing, part time employees shall not be entitled to PTO, funeral leave or any other benefit plan provided by this agreement.

24.3: Part Time Holidays. Part time employees shall be entitled to holiday pay only for those holidays on which they were regularly scheduled to work. Holiday pay shall be provided for the hours which such employee was scheduled to work on that holiday.

24.4: Restriction on Part-Time Employees. There shall be no more than three (3) employees in the Department in Act 312 eligible positions.



ARTICLE XXV - VALIDITY

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

ARTICLE XXVI - MILEAGE

~~26.1: Mileage. In cases where an employee is directed by the Sheriff or Undersheriff to use their private vehicle in the performance of their job duties, the employee shall be reimbursed for actual mileage at the current rate allowed by the County.~~

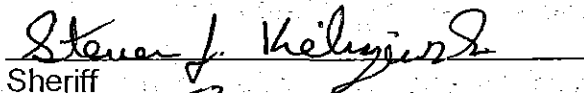
ARTICLE XXVII - DURATION AND RENEWAL

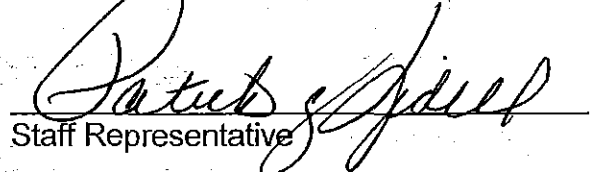
27.1: Duration. This agreement shall be binding upon the parties hereto, their successors and administrators. This agreement shall become effective as of January 1, 2009, except as otherwise noted, and continue until December 31, 2011. The agreement shall then be automatically renewed for additional periods of one (1) year unless either party shall notify the other party at least sixty (60) days before the expiration date of its desire to change or terminate the Agreement.

The parties have executed this Agreement this 28<sup>th</sup> day of July, 2009.

ALPENA COUNTY

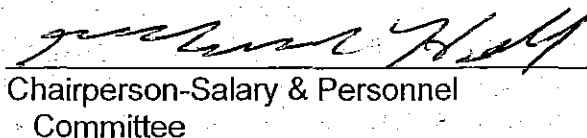
COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

  
Sheriff

  
Staff Representative

  
Chairperson-Board of Commissioners

Member-Bargaining Committee

  
Chairperson-Salary & Personnel  
Committee

  
Member-Bargaining Committee

  
Member-Bargaining Committee

*Debra L. Medina*  
Member-Bargaining Committee

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Member-Bargaining Committee

---

APPENDIX "A"

WAGES

A. Effective the first full pay period beginning on or after January 1, 2009:

Sergeant	\$40,848 (\$19.64 per hour)
Corrections Supervisor	\$34,964 (\$16.81 per hour)

---

B. Effective the first full pay period beginning on or after January 1, 2010:\*

C. Effective the first full pay period beginning on or after January 1, 2011:\*

\*Contract will be opened for the negotiation of wages only

Sergeants are paid 108.5% of the top deputy rate. Corrections Supervisors are paid \$2.00 above the top corrections rate.

## APPENDIX "B"

### INSURANCE COVERAGE

The hospitalization insurance program provides the following coverage, currently through Blue Cross/Blue Shield:

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~~COMMUNITY BLUE-PPO OPTION II WITH \$30.00 OFFICE CALLS FOR PHYSICIANS AND CHIROPRACTOR, WITH EMERGENCY ROOM CO-PAY \$150.00, (this may be waived/capped, actual cost may be lowered in case of actual emergency based on employer's management with insurance company) WITH BIRTH CONTROL AND A \$10.00 GENERIC/\$40.00 BRAND NAME DRUG CO-PAY WITH (MOPD) 2x, employer to reimburse employees \$20.00 per prescription when generic drugs are not available; further dropping the dental coverage from the BC/BS plan. The County will attempt to have BC/BS provide a suffix for dental coverage, so if an employee would want to purchase that option, it would be at their own expense as a payroll deduction.~~

ALPENA COUNTY  
-and-  
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

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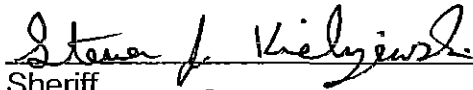
Letter of Understanding Regarding Longevity Pay

The provision of Section 11.0, Longevity Pay, notwithstanding, the following employees hired prior to September 1, 1990, shall continue to be eligible to receive the following annual longevity amounts:

Sobczak	\$1,000.00
Fredlund	\$1,000.00
Kieliszewski	\$1,000.00

ALPENA COUNTY

COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

  
\_\_\_\_\_  
Sheriff

  
\_\_\_\_\_  
Staff Representative

  
\_\_\_\_\_  
Chairperson-Board of Commissioners

  
\_\_\_\_\_  
Member-Bargaining Committee

  
\_\_\_\_\_  
Chairperson -Salary & Personnel  
Committee

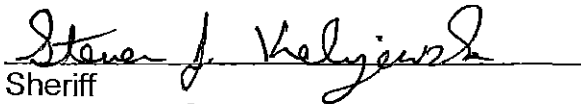
  
\_\_\_\_\_  
Member-Bargaining Committee

ALPENA COUNTY  
-and-  
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

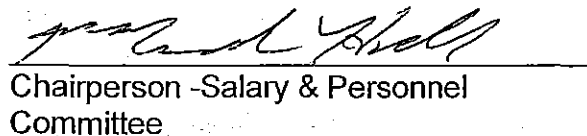
Letter of Understanding Regarding Sgt. Sobczak Accumulated Sick Leave.

Sergeant Charles Sobczak has accumulated twenty (20) additional days of paid sick leave as a result of the gap between the retiree Letter of Understanding and December 31, 2008. As such, upon retirement Sergeant Sobczak will be paid at 100% of current pay for these days.

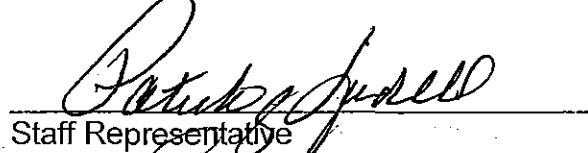
ALPENA COUNTY

  
Sheriff

  
Chairperson-Board of Commissioners

  
Chairperson -Salary & Personnel  
Committee

COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

  
Staff Representative

  
Member-Bargaining Committee

  
Member-Bargaining Committee

ALPENA COUNTY  
-AND-  
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

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Letter of Understanding Regarding Adding Two Holidays

The provision of Article VIII, Section 8.1 to be added to as follows:

1. Good Friday
2. New Year's Eve Day

This addition of two holidays will be effective this year and every subsequent year thereafter.  
Good Friday pay for 2010 will be retroactive.

ALPENA COUNTY

Steven J. Keliyevski  
Sheriff

[Signature]  
Chairperson - Board of Commissioners

[Signature]  
Chairperson - Salary and Personnel Committee

COMMAND OFFICERS  
ASSOCIATION OF MICHIGAN

[Signature]  
Staff Representative

[Signature]  
Member - Bargaining Committee

[Signature]  
Member - Bargaining Committee



# POLICE OFFICERS ASSOCIATION OF MICHIGAN

27056 Joy Road • Redford, Michigan 48239-1949 • 313 937-9000 • FAX 313 937-9165

LETTER OF UNDERSTANDING  
BETWEEN  
ALPENA COUNTY AND SHERIFF  
AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN AND  
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Re: Article IX, Section 9.3 - PTO Accumulation

The parties to this Letter of Understanding hereby agree to the following contract modifications:

Under Article IX, section 9.3, "PTO," "Accumulations are calculated out to three decimal places. For purposes of calculations, the parties agree to a two decimal place calculation that does not result in a reduction of benefit to the employee."

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

  
Patrick J. Spidell  
Business Agent

Dated: 4/20/11

  
J.P. Ritter, President

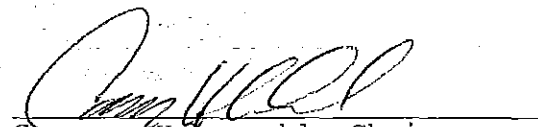
Dated: 5-12-11

COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

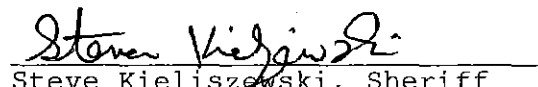
  
Thomas Fredlund, President

Dated: 5/5/11

COUNTY OF ALPENA

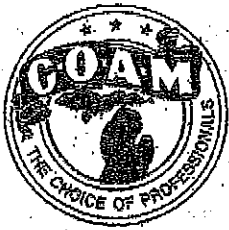
  
Cameron Habermehl, Chair  
Board of Commissioners

Dated: 5-5-11

  
Steve Kieliszewski, Sheriff

Dated: 05/05/2011





# COMMAND OFFICERS ASSOCIATION OF MICHIGAN

27056 Joy Road • Redford, MI 48239-1949

LETTER OF UNDERSTANDING  
BETWEEN  
ALPENA COUNTY AND SHERIFF  
AND

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Telephone (313) 937-9000  
FAX (313) 937-9165  
Voice Mail Extension

Re: Employee Food Allocation in Jail

The parties agree to commit to the respective bargaining unit agreements their continuing understandings and agreements as to food allocation to employees in the jail.

The following classifications shall be entitled to paid meals in the jail:

1. Jail Administrator
2. Clerk
3. Corrections Officers

One paid meal per shift (breakfast, lunch, dinner) shall be optional (of employee's choice) to individuals in above-listed classifications.

In the event an employee is forced to carry over their shift, that event shall trigger the option of an additional paid meal.

All employees in the Sheriff's Office may purchase meals by pre-ordering same.

This letter represents the full and complete understanding concerning paid meals in the jail.

COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

COUNTY OF ALPENA

*[Signature]*  
Staff Representative

*[Signature]*  
Sheriff

Dated: 1-27-11

Dated: 1/22/2010

*[Signature]*  
Bargaining Committee Member

*[Signature]*  
Chairperson, Board of Commissioners

Dated: 11/29/10

Dated: 11/14/11

*[Signature]*  
Bargaining Committee Member

*[Signature]*  
Chairperson, Salary and Personnel Committee

Dated: 11-29-10

Dated: 1-12-11



**POLICE OFFICERS  
ASSOCIATION OF MICHIGAN**

27056 Joy Road • Redford, Michigan 48239-1949 • 313 937-9000 • FAX 313 937-9165

LETTER OF UNDERSTANDING  
BETWEEN  
ALPENA COUNTY AND SHERIFF  
AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN AND  
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Re: Article IX, Section 9.3 - PTO Accumulation

The parties to this Letter of Understanding hereby agree to the following contract modifications:

Under Article IX, section 9.3, "PTO," "Accumulations are calculated out to three decimal places. For purposes of calculations, the parties agree to a two decimal place calculation that does not result in a reduction of benefit to the employee."

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

COUNTY OF ALPENA

Patrick J. Spidell, Jr.  
Patrick J. Spidell  
Business Agent

Cameron Habermehl  
Cameron Habermehl, Chair  
Board of Commissioners

Dated: 4/20/11

Dated: 5-5-11

J.P. Ritter  
J.P. Ritter, President

Steve Kieliszewski  
Steve Kieliszewski, Sheriff

Dated: 5-12-11

Dated: 05/05/2011

COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

Thomas Fredlund  
Thomas Fredlund, President

Dated: 5/5/11

*Handwritten note:*  
5-12-11  
copy  
in room  
B-276