

ARENAC COUNTY BOARD OF COMMISSIONERS

AND

ARENAC COUNTY SHERIFF

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN

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

## AGREEMENT

THIS AGREEMENT, entered into this 21st day of December, 2010, and effective the 1st day of January, 2011, by and between the Arenac County Board of Commissioners and the Sheriff of Arenac County, together hereinafter referred to as the "Employer", and Police Officers Association of Michigan (POAM) and its affiliate, the Arenac County Sheriff Department Employees Association, hereinafter referred to as the "Union".

### ARTICLE I RECOGNITION

1.1: Unit. The Employer recognizes and acknowledges that the Police Officers Association of Michigan (POAM) is the exclusive representative for collective bargaining under Act 336 of the PA of the state of Michigan for 1947, as amended, by Act 379 of the state of Michigan for 1965, as amended, for the following unit:

All full time and regular part time employees of the Arenac County Sheriff Department classified as: Sergeants, Deputies, Corporals, Detectives, Correctional Officers,  
but excluding the Sheriff, Undersheriff, Jail Administrator, Lieutenant, temporary employees and all other employees.

### ARTICLE II UNION SECURITY

2.1: Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in section 1.1, thirty-one (31) days after the start of their employment with the Employer or the effective date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equivalent to the periodic monthly dues uniformly required of Union members.

2.2: Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the various collective bargaining units without regard to whether or not the employee is a member of the Union. The Union further agrees that it shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic monthly dues uniformly required as a condition of acquiring or retaining membership in the Union.

2.3: Checkoff.

- A. During the life of this Agreement, the Employer agrees to deduct the regular payment of the current rate of monthly Union dues or service fees as established by the Police Officers Association of Michigan from the pay of each employee who voluntarily executes and files with the Employer a proper checkoff authorization form. The following checkoff authorization form shall be used exclusively and shall be supplied by the Union:

BY \_\_\_\_\_

(Please Print) Last Name, First Name, Middle Name

TO \_\_\_\_\_

Name of Employer Department

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each payroll period an amount sufficient to provide for the regular payment of the current rate of monthly \_\_\_\_\_ 1) Union dues; \_\_\_\_\_ 2) service fees as established by the Police Officers Association of Michigan. The amount deducted shall be paid to the Treasurer of the Police Officers Association of Michigan.

- B. A properly executed copy of the written checkoff authorization form for each employee for whom dues, initiation and service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written checkoff authorization forms which have been properly executed and are in effect. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.
- C. Deductions for dues, initiation and service fees for any calendar month shall be made from the first (1st) pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or service fees. In the event an employee is absent from work during the first (1st) pay period, such deduction shall be made from the first (1st) pay period of the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than the fifteenth (15th) day of each month.
- D. In cases where a deduction is made which duplicates a payment already made to the Union by the employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

- E. The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts. The Employer agrees to furnish the designated financial officer of the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted.
- F. 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.
- G. The Employer shall not be responsible for Union dues or service fees after an employee's employment relationship with the Employer has ended. The procedure for deducting Union dues or service fees to take into periods of absence due to layoff or leaves shall be governed by the provisions of the Union's Constitution and By-Laws.
- H. The Employer shall not be liable to the Union, its members or the employees it represents once such sums have been remitted to the Union and, further, shall not be liable if such sums are lost when remitted by the United States Postal Service.
- I. All dues and service fees so deducted shall be sent to the Treasurer of the Police Officers Association of Michigan at 27056 Joy Road, Redford, Michigan, 48239, or such other address as the Employer may be advised of in writing by the Union.
- J. The Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues or the service fee and to indemnify and defend the Employer against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer pursuant to this section and section 2.0.

ARTICLE III  
MANAGEMENT RIGHTS

3.1: Rights.

- A. The Employer on its own behalf and on behalf of the public it serves, hereby retains and reserves unto itself and its designated representatives when so delegated by it, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and

machines to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter the budget; to establish classifications of work; to combine or recognize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to direct the work force; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to establish work standards; to select employees for promotion or transfer of supervisory or other positions; to determine the number of qualifications and competency of employees; to establish training requirements for purposes of maintaining or improving professional skills of employees and for advancement. The Employer, shall also have the right to suspend, discipline or discharge employees for just cause, transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to provide and assign relief of personnel; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the grievance and arbitration procedure set forth in this Agreement.

- B. It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as specifically abridged or modified by this Agreement; all of the rights, powers and authority possessed by the Employer prior to the signing of this Agreement are retained by the Employer and remain within the rights of the Employer, regardless of whether such rights have or have not been exercised in the past.

#### ARTICLE IV UNION REPRESENTATION

4.1: Special Conferences. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement; or matters relating to the operation of the Department, upon the written request of either party. The written request shall be made in advance and shall include a statement of the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request. It is agreed that special meetings shall not be for the purpose of conducting continuing contract bargaining negotiations, nor in any way modify, alter, change or detract from the agreement provisions. Special conferences shall not be used instead of the Grievance Procedure to deal with grievances. The time for such conferences will be arranged by mutual agreement between the

parties. The Union representatives may meet on the Employer's property for at least one-half (1/2) hour immediately prior to said conference. Each party shall be represented at the special

conference by not less than two (2), nor more than three (3) persons. Each party shall compensate their own representatives for time spent during the special conference.

4.2: Representative Visits. The Union's business agent, or other accredited representatives of the Union shall be permitted to visit the Department during working hours for the purpose of adjusting disputes, provided such person notified the Sheriff's Office of his/her presence prior to such a visit. In no case shall such representative interfere with the operations of the Department during such visit, nor shall the representative have access to operational areas of the Department unless accompanied by the Sheriff or the Sheriff designee.

4.3: Officers. The local Union shall elect the union president, vice president, secretary and/or treasurer. The names of the union president and other union officers shall be furnished to the Employer after the selection or when any changes occur in the union president or other union officer, but in any event, shall be provided no less than once annually. If the Employer needs to immediately discipline an employee and the union president or other union officer are not available at the work site, then the discipline may be given with another unit employee, of the employee's choice, then on duty witnessing the same.

4.4: Union Business. The union president and other union officers shall normally conduct Union business on their own time. However, the union president or other union officers may be allowed a reasonable amount of release time, without pay, to investigate grievances, after prior permission from the supervisor. A reasonable amount of time shall be construed to be not more than one-half (1/2) hour. After receiving permission from their supervisor, the union president or other union officers may be released from work, without pay, to present grievances to the Employer during their normally scheduled working hours. It is further mutually agreed that service to the public is the first obligation of the Employer and the employees and, thus, release time and the processing of grievances may be delayed to the earliest possible time which does not adversely affect or detract from the public's welfare.

4.5: Union Bargaining Committee. The Employer agrees to recognize a collective bargaining committee of the Union comprised of not more than three (3) non-probationary employee representatives, including the president of the local association. Members of the committee shall represent bargaining unit employees in collective bargaining negotiations with the Employer. The Union shall furnish the Employer, in writing, the names of its collective bargaining committee members before they shall be recognized. The bargaining committee shall normally conduct union business on their own time. However, the Employer agrees to allow release time, with pay, for two (2) designated committee members to participate in collective bargaining negotiations when those negotiations are scheduled during the employee's regular work hours.

4.6: The Union president and his/her designated assistant shall be allowed two (2) days off per year for the purpose of Union business days and/or POAM convention. Said days off shall be with full pay. The president will give the Sheriff or his/her designee at least fourteen (14) calendar days notice of the day(s) requested.

ARTICLE V  
NO STRIKE

5.1: Nature of Services. The parties hereto mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union recognizes that the needs for care and service to the clients are of paramount importance and that there should be no interference with such public safety, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they be absent themselves from work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union further recognizes that a strike by the employees would be illegal pursuant to Michigan law, being MCL 423.202.

5.2: No Strike Pledge. The Union and employees agree not to engage in strikes, work stoppages, work slowdowns or actions to otherwise interfere with the efficient operations or the Sheriff's Department and that neither its representatives nor its members will intimidate, coerce or discriminate against any employee in any manner at any time.

5.3: Discipline and Discharge. The Employer shall have the right to discipline and discharge any employee participating in such work interferences, and the Union agrees not to oppose such action.

5.4: Limitation of Authority and Liability. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppages or cessation of employment prohibited under Act 379, P.A. 1965, nor shall the Employer provoke a strike action by the Union or its members. Any individual employee or group of employees who willfully violate or disregard the arbitration and Grievance Procedure set forth in this agreement, may be summarily discharged by the Employer without the liability on the part of the Employer or the Union.

ARTICLE VI  
DEFINITION OF EMPLOYEES

6.1: Definitions. The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those full time employees who are employed by the Employer in the collective bargaining unit described in Article 1. For purposes of this Agreement, the following definitions shall be applicable:

- A. Full Time Employees. Employees scheduled on a regular basis to work forty (40) or more hours per week shall be considered as full time employees.
- B. Regular Part Time Employees. A regular part time employee is one who is working on a regular schedule more than thirty (30) hours a week, but less than the official forty (40) hours a week in a position classified by the Employer.
- C. Special Part Time Employees. An employee regularly scheduled to work thirty (30) hours or less per week shall be considered a special part time employee. Such

employees shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.

- D. Temporary Employees. An employee who is hired for a period of six (6) months or less will be considered a temporary employee and shall not attain seniority in the bargaining unit, shall be compensated by wages only, and shall not covered by the provisions of this Agreement.

## ARTICLE VII GRIEVANCE PROCEDURE

7.1: Exclusive Method. The Employer and the Union support and subscribe to an orderly method of adjusting grievances. To this end, the parties agree that the grievance and arbitration procedures set forth herein shall be the exclusive method utilized by them to resolve grievance disputes between them.

7.2: Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement concerning the application and interpretation of a specific provision or provisions of this Agreement as written.

7.3: Grievance Procedure. All grievances shall be processed in the following manner:

Step 1. Verbal Procedure. Within seven (7) days of the occurrence of the incident giving rise to a grievance, or within seven (7) days following the date the employee first reasonably should have known of the events giving rise to the grievance, the employee affected shall first discuss the matter with the Undersheriff with the object of settling the matter informally. If requested by the employee, the union president or other union officer may be present. It is expressly understood that if a discussion with the Undersheriff is intended to be the initiation of the Grievance Procedure at the verbal step, the employee shall also advise the Undersheriff of this fact at the time of the discussion. If the Undersheriff is not advised of this fact, the discussion shall not be considered an initiation of the Grievance Procedure at the verbal step.

Step 2. If the complaint is not satisfactorily resolved by the verbal procedure, the employee affected shall reduce the complaint to a written grievance and submit it to the Sheriff. The written grievance shall name the employee involved; state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to have been violated by appropriate reference; state the contention of the employee with respect to those provisions; indicate the relief requested and be signed by the employee(s) affected. The written grievance shall be submitted to the Sheriff within three (3) days after the Employer's answer in the verbal procedure, and in any event no later than seven (7) days after the employee knew, or should have known, of the events giving rise to the grievance. Within ten (10) days after the grievance is filed, a meeting shall be held between representatives of the Union and the Employer. The Union's representative shall be the union president or vice president. The Employer's representative shall be the Sheriff. Either party may have non-employee representatives present, if desired. If the meeting cannot



occur within the ten (10) day period, it shall be scheduled for a date mutually convenient to the parties. The Sheriff shall give the employee a written answer to the grievance within ten (10) days following the Step 2 meeting.

Step 3. If the response received in Step 2 is not satisfactory to the aggrieved employee, the employee may appeal the decision to the Board of Commissioners or a committee designated by the Board to hear grievances. The grievance must be submitted to the Commission within ten (10) days following the date of the answer received in Step 2. If the grievance is to be heard by the Board of Commissioners, they shall provide time at the next regular meeting following receipt of the written grievance. The Board of Commissioners, or its designated committee, shall submit their answer to the grievance in writing within fifteen (15) days after hearing the grievance.

Step 4. If the response received in Step 2 is not satisfactory to the aggrieved employee, the employee may appeal the decision to the State mediation service by submitting a notice of appeal within five (5) days after receipt of said response. This appeal must be signed by the Union representative and the employee. If the matter is not satisfactorily settled at this step, the matter may be submitted to arbitration as described in Article 7.4.

7.4: Arbitration.

A. Arbitration Request. The Union may request arbitration of any unresolved grievance by giving written notice to the Sheriff and the Chairperson of the Personnel Committee of its intent to arbitrate within fifteen (15) calendar days following the date of the Personnel Committee's written response at Step 4 of the Grievance Procedure. The time limits for a request for arbitration may be extended by mutual agreement in writing. If arbitration is not so requested within the said fifteen (15) day period, the matter shall be considered settled on the basis of the Employee's last disposition.

B. Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. The Employer and the Union agree to use the following arbitrators on a rotating basis with arbitrator 1 being selected first.

1. Tom J. Barnes
2. Peter Jason
3. Mario Chiesa

If the arbitrator up for selection is not available, the next arbitrator will be used. If none of the listed arbitrators are available, the Employer and the Union will attempt to agree on an impartial arbitrator. In the event the Employer and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the American Arbitration Association consistent with such Association's normal procedures. All arbitration proceedings

will be conducted in accordance with the rules and procedures of the American Arbitration Association. Any Association administrative fees or other charges, and the arbitrator's charges for his/her services and expenses shall be borne equally between the parties. Each party shall pay the fees, expenses, wages and other compensation for their own witnesses, representatives and legal counsel.

7.5: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he/she shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she have the power to change any classification wage rate; to rule on any claim arising from a decision of the insurance carrier or the Retirement System in administering their plans; or to issue a ruling modifying any matter covered by a Statute or Ordinance. Further, the arbitrator shall not be empowered or consider any question or matter outside of this Agreement or to rule upon which persons the Sheriff shall deputize and which persons will be delegated the Sheriff's law enforcement authority. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees of the bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing. The arbitrator is hereby expressly empowered to determine whether there is just cause for the issuance of discipline against an employee. The arbitrator is expressly empowered to determine whether just cause exists as to guilt of the offense(s) charged and, separately, whether there is just cause for the severity of punishment imposed. The arbitrator is expressly empowered to mitigate any discipline imposed by determination that just cause for guilt of some or all of the offense(s) charged does not exist and/or just cause for the severity of the punishment does not exist.

7.6: Statutory Claims

- A. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a Veteran's Preference hearing pursuant to Act 305 of the Public Acts of 1897, et. seq, or any Federal law pertaining thereto, and/or Civil Rights matter pursuant to Act 453 of the Public Acts of 1976, or any Federal law pertaining thereto, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and affected employee shall not process the complaint through any grievance procedure provided for in this contract.
- B. If an employee elects to use the Grievance Procedure provided under this contract and subsequently elects to utilize any statutory remedies, then the grievance shall be deemed to have been withdrawn and the Grievance Procedure provided for hereunder shall not be applicable and any relief shall be forfeited.

7.7: Time Limits

- A. Time limits provided in this grievance procedure shall be strictly observed. The parties recognize that it is in the best interests of the Employer, the Union, and the employees to resolve grievances as soon as possible. Every effort shall be made to expedite the process, however, time limits may be waived by mutual written consent between the Union and the Employer.
- B. If the Employer does not answer the grievance within the time limits specified in the above Grievance Procedure, the grievance shall automatically progress to the next step.
- C. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
- D. For the purpose of this Article, the term "days" shall be defined as calendar days, and shall not include the day in which the grievance is presented or appealed by the Union or is answered by the Employer.

7.8: Back Wages. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay, except any previously existing outside employment source.

7.9: Other Cases. No decision in any one (1) case shall require a retroactive wage adjustment of the back pay in any other case.

7.10: Settlements. All grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the grievance procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. All resolutions of economic grievances at Steps 1, 2, or 3 must be approved by the County Board of Commissioners before they are binding on the Employer.

## ARTICLE VIII DISCIPLINE PROCEDURE

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

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

8.3: Record. In imposing discipline on a current charge, the Employer will not take into account any disciplinary action which occurred more than twelve (12) months previously and shall remove

from his/her file all counseling memos and reprimands over twelve (12) months old, provided that the employee has not received further counseling memos or reprimands for the same or similar offense.

8.4: Disciplinary Meetings. Whenever practicable, the Sheriff or his/her designee will meet with the employee involved and his/her Union representative prior to the employee's suspension or discharge.

8.5: Suspension Pending Investigation. The Sheriff or his/her designated representative may suspend an employee pending investigation for up to fourteen (14) calendar days, which may be extended up to thirty (30) days, if needed. If the investigation discloses that the employee did not commit the alleged offenses, he/she shall not suffer any loss of pay or benefits while on suspension. Time limitations provided for in the Grievance Procedure set forth in this Agreement shall not begin to run, or shall any grievance be processed or filed, until the employee receives notification of what disciplinary action, if any, will be imposed as a result of the suspension pending investigation. The Employer, in ordinary circumstances, will give a written statement to the employee suspended pending investigation and to a local union officer setting forth in general terms the reasons for the suspension pending investigation.

8.6: Notice of Disciplinary Action. At the time of the disciplinary suspension or discharge of a non-probationary employee, the Employer will notify a Local Union Representative in writing of the reasons therefore and will, within the same period of time, cause a copy to be issued to the employee involved.

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

8.8: Expedited Grievance. Should an employee who has been discharged or suspended consider such discipline to be improper, a grievance may be processed initially at Step 3 of the Grievance Procedure within five (5) days of such action. The Union may file the grievance on behalf of the employee so disciplined.

## ARTICLE IX SENIORITY

9.1: Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Sheriff's Department commencing from his/her last date of hire. Classification seniority shall mean the length of continuous service commencing from the date of the employee's service in his/her particular classification. Employees who are employed on the same date shall be placed on the seniority list on the basis of lottery draw.

9.2: Probationary Period.

- A. All full time employees shall serve an original probationary period of one (1) year and regular part time employees shall serve an original probationary period of two thousand eighty (2,080) hours of uninterrupted service, during which time they will be termed "probationary employees". If a full time employee is off work more than four (4) consecutive weeks, the probationary period will be extended for the time missed.
- B. The Union shall represent probationary employees for the purpose of collective bargaining, however, probationary employees may be terminated at any time during the probation period by the Employer, in its sole discretion, and neither the employee nor the Union shall have recourse to the grievance procedure over such termination.

9.3: Loss of Seniority. An employee's seniority and his/her employment relationship with the Employer shall terminate for any of the following reasons:

- A. If he/she resigns, quits or retires.
- B. If he/she is discharged or terminated and the termination or discharge is not reversed.
- C. If he/she has been on layoff status for a period of time equal to his/her seniority or two (2) years, whichever is less.
- D. If he/she is absent from work for three (3) consecutive working days without notifying the Employer.
- E. If he/she fails to return to work on the required date from a leave of absence, vacation or disciplinary suspension.
- F. If he/she is convicted of or pleads guilty or nolo contendere to a felony, a misdemeanor punishable by ninety-three (93) days or more of imprisonment or OUIL, or driving while impaired.
- G. If he/she makes an intentional false statement on his/her employment application or on an application for leave of absence.
- H. If he/she has been on sick or health leave for a period of time equal to his/her seniority at the commencement of such leave or two (2) years, whichever is less.
- I. If he/she has been on workers' compensation leave for a period of time equal to his/her seniority at the commencement of such leave or three (3) years, whichever is less.

9.4: Seniority List.

- A. A seniority list will show the names, classifications and seniority dates of all employees in the unit entitled to seniority.
- B. The Employer will keep the seniority lists up to date at all times and will provide the Union with up to date copies and shall post the same, at least annually. Any objections by employees to their placement on such seniority lists shall be made within thirty (30) calendar days from the date of the seniority list posting, and, if no such objections are raised, the posted seniority list shall be deemed as accurate and binding by all parties and any objections thereto shall be waived.

9.5: Promotion Out of the Unit.

In the event that a bargaining unit employee accepts a position out of the unit, he/she shall continue to accrue seniority in this unit for a period of one year. If the employee returns to his/her former position within the unit during that time, there shall be no loss of seniority. After a period of one year, there shall be no right of return to his/her former position.

ARTICLE X  
LAYOFF AND RECALL

10.1: Definition. The word "layoff" means a reduction in the working force.

10.2: Layoff. If it becomes necessary for a layoff, the following procedure will be mandatory. Part time employees within the affected classification will be laid off first (1<sup>st</sup>), temporary full time employees will be laid off second (2<sup>nd</sup>), and probationary employees will be laid off next, provided the remaining employees have the then present ability to perform the remaining work. Regular employees with seniority within the affected classification will be laid off in reverse order of seniority, provided the remaining employees have the then present ability to perform the remaining work. Seniority within this section shall refer to classification seniority.

10.3: Notice. Employees to be laid off for an indefinite period of time will have at least ten (10) calendar days notice of such layoff. The Union president or vice president shall receive a list from the Employer of employees being laid off on the same date that notices are issued to the employees.

10.4: Recall Procedure.

- A. When the working force is increased after a layoff, employees shall be recalled according to seniority as defined in Section 10.2 above, provided they have the ability to perform the work.
- B. Notice of recall shall be sent to the employees at their last known addresses by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the mailing of notice of recall, he/she shall be considered to have terminated his/her employment. It shall be the employee's responsibility to keep the Employer informed of his/her current address.

10.5: Benefits. Employees who are laid off shall not be entitled to any benefits extended pursuant to this Agreement, nor shall seniority accrue during such layoff period. However, employees on layoff status may continue their health insurance to the extent permitted by Federal law at the employee's expense, provided the employees pay the premium for such insurance in advance, and, provided continued coverage is permitted by the insurance carrier.

10.6: Vacation Use. In the event of layoff, an employee may use accumulated vacation leave prior to receipt of unemployment compensation, provided said employee is entitled to the same.

10.7: Bumping. Upon being laid off from his/her classification, a full time employee may bump lower seniority employees within the bargaining unit and any part time or temporary employee under the following conditions:

- A. The bumping employee cannot move into a position of a higher salary grade.
- B. A bumping part time employee may not bump a full time employee.
- C. The bumping employee must have more departmental seniority than the employee in the position who is being bumped.
- D. The bumping employee must possess the necessary skills, experience, and certifications which will qualify the employee to perform the work adequately, with minimal instructions, as determined by the Employer.
- E. The bumping shall not apply in cases of temporary layoff which do not exceed ten (10) working days.

An employee wishing to exercise their bumping rights must inform the Sheriff of his/her decision to bump in writing within five (5) calendar days from the date of receipt of the layoff notification.

Employees who exercise their bumping rights shall receive the rate of pay of the classification into which he/she has bumped.

The bumped employee shall have the same bumping rights as the laid off employee, seniority permitting, and must be given at least five (5) calendar days notification of his/her layoff due to being bumped.

10.8: Layoff Alternatives.

- A. Voluntary Layoffs. When faced with a layoff, the Employer may, at its sole option, prior to enactment of the above layoff provisions, solicit voluntary layoffs from members of the bargaining unit. In requesting such volunteers the Employer shall state with certainty at the time of solicitations the length of such layoffs. If the employee shall volunteer for such layoff for the time specified by the Employer and

a layoff should extend beyond the time period specified, the employee(s) in question shall be recalled, and, if necessary, layoff procedures will proceed in the manner outlined above.

10.9: Super-Seniority. The president shall be granted super-seniority for layoff and recall.

#### ARTICLE XI TEMPORARY ASSIGNMENTS

11.1: Assignments. The Employer shall have the right to temporarily assign employees from one job to another to cover for employees who are absent due to illness or accident, or unpaid leaves, or in the event of job vacancies, or to take care of unusual conditions or situations that may arise. Such temporary assignments shall be for the period of such absences or necessity.

11.2: Salary Rate. An employee who is temporarily assigned to perform a majority of his/her duties and responsibilities in a higher salary grade position for a period in excess of ten (10) consecutive working days, shall be paid at the rate of the higher classification for the same step level. An employee may be temporarily assigned to the work in any position in the same or lower classification and shall not suffer any loss of pay during the period of such assignment.

#### ARTICLE XII RATES FOR NEW CLASSIFICATIONS

12.1: New Classification Procedure. In the event a new classification is proposed, the Employer shall notify the Union of the recommended rate structure prior to its becoming effective. If the Union does not object to the proposed rate within five (5) days, the rate shall become effective upon the date it is approved by the Board of Commissioners. If the Union disagrees with the proposed rate within five (5) work days by providing the Employer a notice in writing, a meeting shall be scheduled within ten (10) work days to discuss the matter. If there is no resolution at the meeting, and the Union alleges that the rate is unreasonable, it may appeal to the Board of Commissioner's Personnel Committee and present evidence which the Union believes to be pertinent. If the Union disagrees with the Personnel Committee's decision the rate may be subject to negotiation, and, if the new classification is Act 312 eligible, arbitration.

#### ARTICLE XIII WORK SCHEDULE

13.1: Shift Schedules. The shift schedule shall be accomplished by department seniority in a classification, unless two (2) bargaining unit members mutually agree to trade shifts. The shift schedule will not be changed more often than two (2) times in any twelve (12) month period, nor more frequently than each six (6) months, unless mutually agreed upon by the Sheriff and the Union. The shift schedule shall be posted in compliance with Section 13.3 of this Agreement.

13.2: Breaks. Each employee shall be granted a thirty (30) minute lunch break per eight (8) hours. Each employee shall be granted two (2) coffee breaks each tour of duty, each not to exceed fifteen (15) minutes. In the event the shift is extended into the thirteenth (13th) hour, the employee



will be granted a paid lunch period of thirty (30) minutes before the end of the thirteenth (13th) hour.

13.3: Posting. Shift schedules will be posted at least thirty (30) days prior to the effective date, unless mutually agreed otherwise by the Sheriff and the Union.

13.4: Normal Work. An employee's normal work period shall consist of eighty (80) hours of work performed in a fourteen (14) consecutive calendar day period. The normal workday shall consist of eight (8) hours commencing from start of the employee's regularly scheduled shift. These definitions shall not constitute a guarantee by the Employer of any number of hours per workday or per tour of duty, or as a limitation of the Employer's right to schedule and require work in excess of the normal work day or normal work period.

13.5: Shift Trading. Employees may trade shifts only with the approval of the Sheriff or his/her designated representative. All such trades shall be temporary.

13.6: Training. The Employer recognizes the skill of the Sheriff Department employees. The Employer further recognizes that in the event it becomes 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 agrees to provide, at the County's expense(except to and from Delta College), all schooling, training, or any other method of upgrading the personnel deemed necessary by the Sheriff while on County time and during their regular eight (8) hour shift without the loss of pay. This shall include training with all firearms.

13.7: Reserve Officers. Reserve Officers may be used in patrol vehicles as an additional person to the Certified Officers, at the option of the Certified Officers. The Reserve Officers' uniforms will display patches with the words "Reserve Officer" on the uniform jacket, coat, etc., to designate differentiation from Certified Officers.

13.8: Shift Premium. A shift premium of ten (10¢) cents per hour will be paid to any full time or regular part time employee for each hour worked between 3:00 p.m. and 11:00 p.m. A shift premium of fifteen (15¢) cents per hour will be paid to any full time or regular part time employee for each hour worked between 11:00 p.m. and 7:00 a.m. A shift premium of \$.25 per hour shall be paid to Sergeants working the evening shift. The premium will not be added to the hourly wage but will be calculated and paid separately on each pay check.

#### ARTICLE XIV OVERTIME

14.1: Overtime. Overtime shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in any twenty-four (24) hour period, or in excess of eighty (80) hours in a bi-weekly pay period. Hours not worked but paid for by compensatory time or personal time earnings will not be counted as hours worked for the purposes of this section.

14.2: Overtime Assigned. All employees shall be expected to work reasonable amounts of overtime upon request.

14.3: Compensatory Time. In lieu of overtime pay, the Employer may grant compensatory time off with employee's consent in accordance with the Fair Labor Standards Act. However, employees may not accumulate more than eighty (80) hours of compensatory time, except as provided in Section 22.1 of this Agreement.

14.4: No Pyramiding. There shall be no duplication or pyramiding of overtime rates set forth in any section of this Agreement.

14.5: Call-In. The employees of the bargaining unit will be paid a minimum of two (2) hours for all call-in time at time and one-half (1-1/2) or actual time at time and one-half (1-1/2), whichever is greater.

14.6: Part Time Employees. The Sheriff may use part time employees to supplement the work force. However, the Sheriff shall be limited to employ five (5) part time employees at any one (1) time in the Correction Officer classification, three (3) part time employees at any one (1) time in the Deputy classification .

14.7: Overtime Equalization. Overtime equalization shall be accomplished by offering overtime in a classification to the bargaining unit member in that affected classification possessing the least amount of overtime. In the event that person refuses said overtime assignment, the bargaining unit member in the affected classification with the next lowest amount of overtime will be offered the overtime assignment.

## ARTICLE XV PROMOTIONS

15.1: Promotions. The Employer will make promotions within the bargaining unit available on a competitive basis to its employees who possess the general qualifications and training necessary for the job under consideration.

15.2: Posting. Promotional and/or shift vacancies will be posted for a period of ten (10) calendar days in a conspicuous place in the work area of the unit.

15.3: Vacancies. Departmental employees, with the Sheriff's approval, may be considered for vacancies which occur in the bargaining unit, from time to time, prior to consideration of outside applicants. The employee must have the required certifications, pass any required schooling and tests, and otherwise meet the requirements for the position.

15.4: Pay. In the event that an employee is promoted, the employee shall receive the rate of the new occupational level at the next salary step which will grant them an increase in salary.

15.5: Probation. An employee who is promoted will be considered probationary for a period of twelve (12) months. During the probationary period, if the employee's performance is unsatisfactory the employee may be returned to his/her former position with no loss of seniority.

If an employee is required by the Employer to return to their former position as provided above, it shall not be grievable.

Within the first twelve (12) months of the date of promotion, an employee may also request voluntarily to return to his/her former position with no loss in seniority.

## ARTICLE XVI UNIFORMS AND EQUIPMENT

16.1: Uniforms and Equipment. The County shall provide such uniforms and equipment as the Sheriff and the County shall determine is necessary, subject to reasonable rules for the preservation, use and care of such uniforms and equipment as may be established by the Sheriff from time to time.

16.2: Clothing Allowance.

- A. The Employer shall pay seventy-five (\$75.00) dollars per calendar quarter for uniform maintenance and department approved footwear to each Sergeant, Deputy, Dispatcher and Correctional Officer for each quarter that the employee works thirty-five (35) or more days. The payment will be paid the same time as the check for the first (1<sup>st</sup>) full payroll period of the next quarter.
- A. The detectives shall be paid the sum of one hundred fifty (\$150.00) dollars per calendar quarter on the same basis as the uniform maintenance, as set forth in subsection A above.
- C. The Employer shall pay thirty-seven dollars and fifty cents (\$37.50) per calendar quarter for uniform maintenance to each cook for each quarter that the cook works thirty-five (35) or more days. The payment will be made the same time as the check for the first (1<sup>st</sup>) full payroll period of the next quarter. The cook shall also be provided one (1) pair of shoes as needed at no cost to the employee.

## ARTICLE XVII SAFETY COMMITTEE

17.1: Safety Committee. The parties to this Agreement shall establish a joint safety committee consisting of one (1) representative of the Union, one (1) of the Sheriff and one (1) representative of the Arenac County Board of Commissioners. All safety ideas and complaints will be handled by the Safety Committee.

## ARTICLE XVIII WEAPONS QUALIFICATIONS

18.1: Weapons Qualification. All employees that carry weapons, due to the nature of their employment, including all deputies, detectives, corrections officers, and sergeants, shall qualify

with their weapons semi-annually by a certified range officer. The Sheriff shall provide arranged and necessary ammunition for such qualification. Qualification standards shall be those established by the MLEOTC. Employees who do not qualify shall be retested within thirty (30) days. If the employee again fails to qualify, he/she shall be terminated from County employment, or may bump to a position within the Department not requiring the employee to carry a weapon, if he/she meets the conditions set forth in Section 10.7. If an employee elects to bump down, the employee may attempt to re-qualify at the next semi-annual test, and, if the employee then passes, he/she shall be returned to his/her former position. Corrections officers shall not be compelled to qualify, and failure to do so shall not result in disciplinary action.

ARTICLE XIX  
LIABILITY INSURANCE

19.1: Liability Insurance. The Employer agrees to notify the Union if it is changing from its liability coverage with its current carrier, and if such change occurs, the Union may request to negotiate regarding the same.

ARTICLE XX  
INSURANCE

20.1: Hospitalization.

A. Health Insurance

1. The Employer agrees to provide full time employees with hospitalization insurance as set forth in Subsection B below. Any full-time employee hires after January 1, 2011 shall be entitled to single subscriber coverage only.2.  
Dental Coverage. The County will provide full time employees with BC/BS Traditional Plus dental insurance with coverage being 50-50-50-800

B. Health Insurance Options

1. The Employer agrees to provide full time employees with hospitalization insurance, which shall be:  
Blue Care Network BCN10, with \$500/\$1000 deductibles, 90/10 coinsurance(\$1500/\$3000 maximum), \$20 office visit,\$10/\$40 RX, MOPD 2X, Vision A80

3. Premiums. Effective January 1. 2011, the Employer's obligation for payment for hospitalization, dental and optical insurance shall be limited to:

Single            \$443.89 per month

Two-Person	\$1023.55 per month
Full Family	\$1203.73 per month

- C. Waiver. A full time employee may choose not to be covered by the dental, vision, and hospitalization insurance stated under this Article. The decision to waive coverage can only be made once per calendar year. A waiver agreement, provided by the Employer, must be signed by the employee. In the event the employee elects not to be covered by such medical insurance, the Employer shall pay three thousand, (\$3,000.00) dollars to the employee as salary. The waiver salary payment shall be made at the end of the calendar year for which the employee waived coverage. The insurance waiver refund shall be paid on a separate check. Should the employee separate from County employment prior to the end of such calendar year, the employee shall be paid on a prorated basis for each full calendar month of waived coverage. In the event an employee and spouse are both employed by the County, a single in lieu of payment shall be made when both spouses decline coverage under the County's medical insurance plan. In order to be eligible for such payment an employee must show proof of coverage elsewhere.
  
- D. Continuation of Benefits. There shall be no liability whatsoever on the part of the Employer for any insurance premium payment of any nature whatsoever for any employee that is on a leave of absence. If an employee is on a paid sick leave of absence, the Employer agrees to continue its applicable insurance contributions for a period of no more than six (6) months. However, continuation may be permitted on any group health and welfare insurance programs at the employee's cost to the extent required by Federal law.
  
- E. Life Insurance. The Employer agrees to pay the full cost for a twenty thousand (\$20,000.00) dollar life insurance policy for all full time employees with accidental death and dismemberment. The employee may purchase at their expense, an additional twenty thousand (\$20,000.00) dollars of life insurance with accidental death and dismemberment rider.
  
- F. Selection of Insurance Carriers. The Employer reserves the right to select or change any or all of the insurance carriers, to be a self-insurer, either wholly or partially, and to choose and change the administrator of any self-insurance program for the benefits stated in this section, provided the level of benefits remains substantially equivalent.
  
- G. Notification. It shall be the responsibility of the employee to notify the Employer of all changes in their personal status, such as births, marriages, etc., which may affect their coverage. Such changes in status must be reported in writing to the County Administrative Assistant within thirty (30) days of the event.

- H. Spouse Eligibility Any spouse of a covered employee, who is eligible for health care coverage at his/her place of employment, must enroll for such coverage and is not eligible for coverage under the Arenac County policy.
- I. Carrier provided benefits only. All benefits under this agreement shall be provided subject to the availability and terms of the carriers. In no event shall Arenac County be responsible for self-insuring any benefit, which may not be obtained through such carriers.

ARTICLE XXI  
WORKERS' COMPENSATION

21.1: Line of Duty Injuries. For the loss of time on account of injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full work week (five [5] days) after the accident without drawing on their sick leave credits, for any one (1) injury, but, shall not be allowed this benefit on recurrence of previous injury.

- A. A regular employee who suffers continuing injury, after the first (1st) week compensable under the Workers' Compensation Act, shall be paid the difference between his/her regular wages and payment received under the provisions of the Act, up to a six (6) month period. When the six (6) month period has expired, the employee may supplement the difference between his/her regular wages and payment received by using his/her accumulated sick leave credits until exhausted. When accumulated time is exhausted, the Employer will resume paying the difference in pay for a maximum of twelve (12) months from date of disability.
- B. When sick leave credits are exhausted, the employee, will remain on Workers' Compensation until all Workers' Compensation benefits are exhausted. Employees, if requested, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he/she is physically able to do work available before his/her return to active work.

ARTICLE XXII  
SICK LEAVE

**Effective January 2, 2011 Sick Leave, Personal Leave and Vacation shall be combined into Personal Time Off, or PTO. Sections 22.1 through 22.9 shall continue to be applied to any remaining sick leave accruals which each employee may have available, if such accruals are utilized.**

22.1: Sick Leave Accumulation. Commencing the effective date of this Agreement, paid sick leave shall be granted to each regular full time employee on the basis of eight (8) days , to be applied on January first (1<sup>st</sup>) of each year. Current sick banks (those earned prior to January 1, 2009) may be frozen and used at employee's discretion or paid off according to the schedule outlined in section 22.2 at the employee's rate of pay at the time of payoff. Employees may

continue to accumulate sick leave after the effective date of this Agreement. There shall be no maximum amount of accumulation for days earned after January 1, 2009. However such days shall not be subject to any of the payment provisions below. Such accumulated days may only be used to supplement disability payments under the County's Income Protection Plan, subject to the terms and conditions of the carrier.

22.2: Payment Upon Separation. (For days accumulated prior to January 1, 2009 .)

- A. For full time employees that have completed more than one (1) year of continuous service, one-third (1/3) of their unused accumulated sick leave credit shall be paid in the case of resignation provided they provide two (2) or more weeks prior written notice of their resignation to the Employer.
- B. For full time employees that have completed more than ten (10) years of continuous employment, two-thirds (2/3) of their unused accumulated sick leave credit shall be paid in the case of retirement or resignation, provided they provide two (2) or more weeks prior written notice of their retirement or resignation to the Employer.
- C. For full time employees that have completed more than one (1) year of continuous service, all of their unused accumulation sick leave credit shall be paid in the case of the employee's death, upon which payment shall be made to the employee's beneficiaries, and upon a duty related disability retirement.
- D. All sick leave credits shall be canceled and shall not be reinstated or paid for in the case of the following separations from employment: 1) Upon an employee's discharge; 2) Upon any separation of an employee with less than one (1) year of continuous service; 3) Upon the resignation or a non-disability retirement of any employee with less than two (2) weeks prior written notice to the Employer.

22.3: Sick Leave Use. Sick leave shall not be used for vacations but may be used for medical or dental treatment for the employee or the employee's spouse, parents, children and/or household members. No more than the actual time used, as recorded on the time clock, shall be charged against the employee's sick leave accumulation record.

22.4: Notice. An employee utilizing sick leave shall inform his/her immediate supervisor of the fact and the reason therefore before the first (1<sup>st</sup>) hour of the employee's regularly scheduled shift. Failure to provide such notification will disqualify the employee from use of sick leave and may result in disciplinary action.

22.5: Return Date. If the employee is aware of the anticipated duration of his/her leave and, in any event, in cases in which the leave shall exceed three (3) working days, the employee shall advise their immediate supervisor of his/her anticipated date of return.

22.6: Illnesses at Work. Employees who report to work and thereafter become ill, shall be paid for those hours worked, plus may, if requested, be paid for sick leave at their regular straight time rate for the remainder of their regularly scheduled shift.

22.7: Proof of Illness. Any employee requesting sick leave pay may be required to furnish proof of illness by presenting a slip signed by the employee's physician indicating the employee's diagnosis before such sick leave will be paid in the event that the Employer feels that the employee may be abusing his/her sick leave. In all cases in which an employee is on sick leave for three (3) or more consecutive days, such a physician's slip may be required upon return to work.

22.8: Sick Leave Not Available. Under no circumstances shall sick leave benefits be available:

- A. For days of absence other than regularly scheduled work days of the employee.
- B. For periods where an employee is laid off or during an approved unpaid leave of absence.
- C. For periods where an employee is receiving workers' compensation benefits, except as provided in section 21.1.
- D. During any period when the Department is temporarily shut down due to strikes, acts of God, or any other unforeseen circumstances.

22.9: Other Absences. Sick leave may not be used to cover absences due to weather conditions, transportation problems, or any other reasons except those specifically permitted in this Article.

22.10: The Employer will provide (at no cost to the employee) a short term/long term disability policy to pay sixty-six and two-thirds (66 2/3%) percent of the employee's normal wage on the eighth (8<sup>th</sup>) consecutive calendar day of illness, first day of accident or hospitalization. The employee may choose to supplement this payment with earned/banked sick time, subject to the terms and conditions of the carrier. All benefits under this agreement shall be provided subject to the availability and terms of the carriers. In no event shall Arenac County be responsible for self-insuring any benefit, which may not be obtained through such carriers.

### ARTICLE XXIII MEDICAL EXAMS

23.1: Medical Exams. Each officer 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, however, 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 two (2) years.

23.2: Psychological Exams. Each officer 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, however, 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 is not corrected within two (2) years.

23.3: Tests. Each officer be required to take a test for the presence of alcoholic beverages while on duty or for the use of controlled substances, when the Employer has a 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. 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, however, 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 two (2) years, or in the case of use of a 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.

23.4: 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.

23.5: Medical Disputes. The employees may obtain a second (2<sup>nd</sup>) 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, both of these doctors shall select a third (3<sup>rd</sup>) doctor whose decision shall be final and binding on the parties. The expense of the third (3<sup>rd</sup>) doctor's opinion shall be split fifty-fifty (50/50) by the Employer and the employee, if not covered by the employee's insurance.

#### ARTICLE XXIV FUNERAL LEAVE

24.1: Funeral Leave. When death occurs in an employee's family, (i.e., spouse, parent, parent of spouse, stepparent, child, brother, sister, aunt, uncle, grandparent, grandchild, sister-in-law, brother-in-law, grandparent-in-law) the employee, upon request, will be excused with pay for any of the first three (3) scheduled working days immediately following the death, provided he/she attends the funeral. Proof of such death may be required at the discretion of the Sheriff.

#### ARTICLE XXV UNPAID LEAVES OF ABSENCE

25.1: Unpaid Personal Leaves. At his/her request, an employee in good standing may be granted an unpaid personal leave of absence upon the recommendation of their supervisor and with the approval of the Sheriff and under the following conditions:

- A. The employee will indicate the duration of such leave in her/his initial request.
- B. The requested leave is for additional training to better qualify her/him in work assignments, or the leave is needed because of reasons sufficient in the opinion of the Sheriff to warrant such leave of absence.
- C. Extensions of unpaid personal leaves may be granted provided a written request is made at least seven (7) days prior to the expiration of the leave.
- D. The granting or denial of unpaid personal leaves, or any extensions of such leaves shall be in the Employer's sole discretion and shall not be subject to the Grievance procedure.

25.2: Health Leaves. A leave of absence without pay due to sickness and injury which prevents an employee from discharging her/his normal duties, shall be granted on the following basis:

- A. An employee who has completed his/her probationary period may be granted a leave of absence by the Sheriff for the period of disability, but not to exceed one hundred eighty (180) calendar days, provided his/her request is supported by a

physician's statement verifying the need for a leave, diagnosis and expected duration of the leave. Upon the employee's request the Sheriff may grant extension periods for such health leave if, when requested, the need for such

extensions are medically verified and the Sheriff feels such extension is justified. However, health leaves shall not be extended to exceed two (2) years, nor shall an employee's health leave exceed twenty-four (24) months in any thirty-six (36) month period. The Employer may request an employee to provide the Department with a physician's statement attesting to an employee's continued inability to work. Upon the employee's return to work from such leave, the employee shall furnish the Employer a physician's statement as to his/her fitness for work.

- B. When a health leave of absence under this provision is granted for a specific period of not more than one hundred eighty (180) calendar days, and is not extended beyond such period, the individual shall normally be entitled, at the termination of such leave, to reinstatement to his/her former position.

When a health leave is required for a period of more than one hundred eighty (180) days, the employee's position will not automatically be held open for him/her. The employee may be reinstated after return from leave if and when comparable employment is available at the Department and thereafter may return to their former position when it next becomes available.

- C. The employee must utilize his/her paid sick leave before requesting an unpaid leave of absence for illness or injury, except, at the employee's option, the employee may retain up to twelve (12) sick days.

25.3: Military Leave. The re-employment rights of former employees who have served with the military forces shall be covered in accordance with applicable laws and regulations.

25.4: Benefits. When employees are absent from work pursuant to an unpaid leave of absence under this Article, benefits and seniority shall not accrue, except as may be required by law.

25.5: Family Medical Leave Act. The parties agree that each has the right to exercise all rights under the Family Medical Leave Act.

## ARTICLE XXVI JURY DUTY

26.1: Jury Duty. Full time employees shall be compensated as provided herein by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. While serving jury duty on a scheduled work day, an employee shall receive the difference between their pay for jury duty and their regular straight time pay. If the employee reports for jury

duty and is excused early, he/she must then report for work unless there is less than one (1) hour between the time he/she is excused from such duty and the end of his/her schedule. In order to receive payment, an employee must give the Employer prior notice that he/she has been summoned for jury duty, and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

ARTICLE XXVII  
VACATION

**As set forth below, Paid Time Off will become effective at the anniversary date of the employee in 2011. Any vacation time remaining may continue to be utilized in accordance with the provisions of this Article.**

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

- After one (1) year and less than six (6) years = eighty (80) hours
- Six (6) years through ten (10) years = one hundred twenty (120) hours
- Eleven (11) years through twenty (20) years = one hundred sixty eight (168) hours
- Twenty years and above = Two Hundred (200) hours

The merit day banks in effect upon implementation of the prior collective bargaining agreement in 1999, will be frozen at the level of existence at the time of implementation of that bargaining agreement. They may be used at the discretion of the employee or will be paid off on demand of the employee at the wage in effect for that employee at the time of payoff. This time shall be converted to hours, with each day frozen equaling eight (8) hours.

27.2: Use During Year.

- A. Every employee entitled to vacation may take the vacation in his/her current anniversary year.
- B. Notwithstanding the subsection A above, any employee may carry over up to three hundred twenty (320) hours of vacation.
- C. Effective on the employee's anniversary date in 2003, and each anniversary date thereafter, an employee shall not have in excess of three hundred twenty (320) vacation hours and any vacation hours in excess of three hundred twenty (320) hours shall be lost and shall not be paid for.

27.3: Vacation Eligibility. To be eligible for full vacation pay, an employee must have been a full time employee and received pay during all available work hours during the year preceding his/her anniversary date or have received a paid leave during the same period. If an employee has more than one (1) month of unpaid time during the twelve (12) calendar months preceding his/her anniversary date, his/her vacation pay will be pro-rated accordingly.

27.4: Payment on Separation. Employees with one (1) or more years of service will be entitled to all vacation time accumulated to the date of their separation from employment in that vacation year when they leave employment, upon retirement or resignation, up to two hundred forty (240) hours, provided they provide two (2) or more weeks prior written notification of their retirement or resignation to the Employer, or in case of an involuntary termination. Upon the death of an employee with one (1) or more years of service, all unused vacation time accumulated up to two hundred forty (240) hours shall be paid to the employee's beneficiaries. Upon an employee's resignation or non-disability retirement with less than two (2) weeks notice, all vacation credits shall be canceled and shall not be reinstated or paid for.

27.5: Illness During Vacation. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation shall be rescheduled and such time off shall be charged to sick leave. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation period. The Sheriff may request medical verification of the employee's illness consistent with Section 22.7.

27.6: Payment. Vacation pay shall be paid at the employee's straight time rate exclusive of any premiums.

27.7: Waiver. Vacation time may not be waived by an employee in favor of extra pay received during that period.

27.8: Prior to Earning. No vacation shall be granted prior to earning vacation credits.

27.9: Vacation Use. Requested vacation leave in less than one-half (1/2) day increments will not be allowed.

27.10: Schedule. Vacation schedules will be worked out as far in advance as possible. Employee's vacation requests shall be granted on a first come, first serve basis. However, in the event two (2) or more employees request the same vacation leave, within reasonably close time proximity, the most senior employee requesting the vacation leave shall have absolute preference. All vacation requests must be submitted at least two weeks prior to the start of the requested vacation period.

26.11 Paid Time Off. Effective with the employee's anniversary date in 2011, Vacation, personal and sick time shall be combined into Paid Time Off (PTO), and employees will be credited with PTO on the anniversary according to the following formula:

After 90 days	40 hours
After 1 year	120 hours
After 6 years	216 hours
After 15 years	240 hours

Employees may accumulate up to a maximum of 240 hours of PTO, and will be paid for such accumulation upon valid separation, such as voluntary termination, retirement or death. PTO may be used in one-half day increments.

ARTICLE XXVIII  
PERSONAL DAYS

**Effective January 2, 2011 Sick Leave, Personal Leave and Vacation shall be combined into Personal Time Off, or PTO.**

28.1: Personal Leave Days. Employees shall be entitled to three (3) personal leave days per year. When requesting personal leave day use, employees shall give as much advance notice as possible. However, in no event, shall a request be granted in less than seventy-two (72) hours advance notice, unless an emergency exists or the Sheriff agrees otherwise. Personal days which are not used in the year earned shall be credited to the member's sick bank on January first (1<sup>st</sup>) of the following year. Use of personal time shall not be counted for purposes of overtime.

ARTICLE XXIX  
HOLIDAYS

29.1: Holidays. All regular full time employees shall be granted the following holidays with pay:

New Year's Day	Veteran's Day
Fourth of July	President's Day
Labor Day	Christmas Eve
Thanksgiving Day	New Year's Eve
Christmas Day	Memorial Day
Martin Luther King's Day	Day After Thanksgiving

Holiday pay for the above noted holidays will be paid with the monthly payroll in November of each year. Holiday pay will be the equivalent of ninety-six (96) hours at the employee's rate of pay at the time of payment. This payment will be made on separate check to each employee. This holiday pay will be prorated in 2005, for holidays following implementation of this agreement.

29.2: Holidays Worked. Any full time or regular part time employee who works any of the above holidays shall receive time and one-half (1-1/2) for all hours worked plus holiday pay. For purposes of this Section, the holiday shall be defined as the 24 hour period beginning at 12:00 a.m. and ending at 11:59 p.m.

29.3: Vacation. When a holiday observed by the Employer falls during an employee's scheduled vacation, the holiday will be allowed and the vacation leave will be extended accordingly. Holiday pay will not be used in computing overtime.

29.4: Elections. Time off shall be given for employees to vote on election days with pay, if the employee's work would prohibit voting while the polls are open.

ARTICLE XXX  
COMPENSATION

30.1: Rates of Pay. Rates of pay for each classification shall include a start, intermediate, and a maximum wage rate. The wage rate shall be as set forth in the wage schedule, Appendix "A", attached to this Agreement.

30.2: Start Rate. Original appointments in any position were made at the start rate of the classification.

30.3: Promotions. A bargaining unit employee that is hired into a higher paying bargaining unit classification shall be paid at the lowest step of the higher classification which provides an increase.

30.4: Wage Advancement. New employees at the start step shall advance to the next step on the salary schedule on their anniversary date. Further advancement within the salary schedule shall be by successive steps effective on their anniversary date.

30.5: Transfers. An employee that transfers to a lower paying classification shall be paid at the step level equal to his/her departmental service.

ARTICLE XXXI  
LONGEVITY INCENTIVE

31.1: Longevity. All full time employees of the Arenac County Sheriff's Department, covered by this Collective Bargaining Agreement shall receive a longevity incentive in the following amounts:

Five (5) or more, but less than seven (7) years of continuous service	= \$350.00
Seven (7) or more, but less than fifteen (15) years of continuous service	= \$520.00
Fifteen (15) or more years of continuous service	= \$670.00
Twenty years or more	= \$850.00

31.2: Calculations. Longevity incentives shall be added onto the employee's rate of pay and shall be paid as part of the employee's hourly rate. The employee's hourly rate shall be determined by adding the annual rate of pay plus longevity incentives and dividing the results by two thousand eighty (2,080) hours. The hourly amount of longevity is separate from step to step, and shall not pyramid with the previous longevity step.

ARTICLE XXXII  
RETIREMENT

32.1: The Employer shall pay the full cost of providing all full time employees the MERS B-4 benefit, as soon as possible after ratification. Full time employees that participate in the Defined Benefit plan agree that the Employer's maximum contribution to the plan will be fifteen point eight (15.8%) percent of payroll. The employees further agree to have a moratorium on pension benefit improvements through December 31, 2011.

32.2: Effective January 1, 2006, all new hires shall be covered by a defined contribution pension benefit plan, administered by MERS. The Employer agrees to contribute an amount equal to six (6%) percent of the employee's gross wages each pay period. The Employer further agrees to match any employee contribution up to an amount equal to three (3%) percent of the employee's gross wages should the employee choose to contribute to the plan.

### ARTICLE XXXIII MISCELLANEOUS

33.1: Gender. All reference to employees in this Agreement designate both sexes, and wherever the male gender or female gender is used, it shall be construed to include both male and female employees.

33.2: Employee Information. It is the responsibility of each and every employee to keep the Sheriff informed of his/her latest address and telephone number. This information must be provided within seven (7) days of any change becoming effective.

33.3: Subcontracting. The Employer agrees that no work or services presently performed by the bargaining unit will be subcontracted if it would cause a layoff of any of its present employees in the bargaining unit, unless the Employer first informs the Union of the reason for such subcontracting and explains and discusses the economic reasons for such subcontracting. No such subcontracting shall be made for arbitrary or capricious reasons.

33.4: Amendments. No agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement and understanding heretofore existing.

33.5: Maintenance of Standards. All existing benefits and conditions of employment not specifically prescribed under the provisions of this Agreement will be continued by the Employer for the duration of his Agreement.

33.6: Demands and Proposals. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise



of that right and opportunity are set forth in this Agreement. Therefore the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement.

33.7: Savings Clause.

- A. If any section, sentence, clause or phrase of this Agreement shall be held, for any reason, to be inoperative, void and invalid, the validity of the remaining provisions of this Agreement shall not be affected thereby.
- B. In the event that any provision of this Agreement is held invalid, as set forth above, the parties may enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

33.8: Captions. The captions used in each article or section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

33.9: Binding Effect. The terms and conditions of this Agreement shall be binding upon the parties, and upon the Department employees and management, upon ratification of the Agreement by the bargaining unit members and by the Arenac County Sheriff and the Arenac County Board of Commissioners.

33.10: Nondiscrimination. The Employer and the Union hereby agree not to discriminate because of race, religion, creed, color, national origin, handicap, age, sex, or marital status as required by law.

33.11: Outside Employment. Employees may engage in outside or supplemental employment in accordance with department policy. Any employee desiring to participate in outside or supplemental employment must notify the Sheriff in writing prior to engaging in the outside or supplemental employment.

ARTICLE XXXIV  
TERMINATION

34.1: Termination. This Agreement shall be effective on the first (1<sup>st</sup>) day of January, 2011, and shall remain in full force and effect until the thirty-first (31<sup>st</sup>) day of December, 2011. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, prior to the anniversary date, of its desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date of this Agreement. This Agreement shall remain in full force and effect during the period of negotiations until notice of termination is provided by either party.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

ARENAC COUNTY BOARD OF  
COMMISSIONERS

\_\_\_\_\_  
Dan Kuhn, Business Agent

\_\_\_\_\_  
Raymond Daniels, Chairperson

ARENAC COUNTY DEPUTY SHERIFFS  
ASSOCIATION

ARENAC COUNTY

\_\_\_\_\_  
Jason Cockrell

\_\_\_\_\_  
Ricky R. Rockwell, Clerk

ARENAC COUNTY SHERIFF

\_\_\_\_\_  
James Mosciski, Sheriff

**APPENDIX A  
WAGE SCHEDULE**

The Employer has created the position of Corrections Sergeant with a wage set at that of top corrections officer plus eight hundred (\$800.00) dollars per year. The Corrections Corporal will be paid five hundred (\$500.00) dollars above the top correction officer per year.

Effective January 1, 2010

	Deputies	Corrections Officers	Detectives	Sergeant
Start	\$16.55	\$14.99	\$18.76	\$19.00
6 months	\$16.87	\$15.43		
1 year	\$17.29	\$16.03		
2 years	\$17.69	\$16.40		
3 years	\$18.21	\$16.75		
4 years	\$18.44	\$16.87		
Part-time		January 1, 2010		\$11.45

Effective January 1, 2012

	Deputies	Corrections Officers	Detective	Sergeant
Start	\$16.71	\$15.14	\$18.95	\$19.19
6 months	\$17.04	\$15.58		
1 year	\$17.46	\$16.19		
2 years	\$17.86	\$16.56		
3 years	\$18.39	\$16.92		
4 years	\$18.62	\$17.04		
Part-time		January 1, 2012		\$11.56

**MEMORANDUM OF UNDERSTANDING**

This will record and confirm the understanding reached during the negotiations for the 2008 labor agreement regarding the incumbents of the Corporal position in the Arenac County Sheriff Department.

The probationary period for the present incumbents shall be extended through December 31, 2009 to allow Sheriff Mosciski additional time to evaluate said incumbents. It is understood that these individuals may be returned to their former position at any time during that period.

**POLICE OFFICERS ASSOCIATION  
OF MICHIGAN**

**ARENAC COUNTY SHERIFF**

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Dan Kuhn, Business Agent      Date

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James Mosciski, Sheriff      Date

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Jason Cockrell      Date