

AGREEMENT

Between

COUNTY OF BENZIE

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(POAM)  
(CORRECTIONS UNIT)

Effective October 1, 2008 to September 30, 2011

**RECEIVED**

JAN 28 2009

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49317

AGREEMENT

THIS AGREEMENT, effective October 1, 2008, by and between the BENZIE COUNTY SHERIFF and the BOARD OF COMMISSIONERS, located at Beulah, Michigan, party of the first part and hereinafter termed the "Employer," and the POLICE OFFICERS ASSOCIATION OF MICHIGAN - POAM, located at 27056 Joy Road, Redford, Michigan, 48239-1949, party of the second part hereinafter called the "Union".

Ratification. That the agreed contract shall become a binding contract when executed by the respective parties. Prior to the execution of the contract by the chairperson of the Benzie County Board of Commissioners, this contract must be ratified and approved by the Benzie County Board of Commissioners by a formal resolution.

ARTICLE I  
PURPOSE AND INTENT

1.1: The general purpose of this agreement is to set forth terms and conditions of employment, so that the parties hereto, may in an orderly and peaceful fashion carry out their mutual desire to work together harmoniously and continue to maintain labor relations that will facilitate the peaceful adjustment of grievances, prevent strikes and lockouts. The parties agree that each must continue to promote improving relations between the parties and fulfill the objectives of the Sheriffs Department to discharge its responsibility to the public in securing the public safety and welfare to inspire the confidence and respect of the public which will serve the best interest of the Employer, the Union, the employees of the Sheriffs Department and the citizens of Benzie County.

ARTICLE II  
RECOGNITION

2.1: Collective Bargaining Unit. The employer recognizes the Police Officers Association of Michigan (POAM) as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended, for:

All Full-time and Regular Part-time Corrections Officers and Court Officers/Zero Tolerance Officer of the Employer, EXCLUDING the Sheriff, Undersheriff, Lieutenants, Sergeants, Corporals, Lead Dispatcher, Deputies, Dispatchers, Part-time/Part-year Recreational (Marine/Snowmobile) Marine Deputies, Matrons and Managerial, Supervisory, Confidential, Temporary, and Seasonal employees, MCOLES certified animal control officers and MCOLES certified court officers/zero tolerance officers.

2.2: Definition of Employees. The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those regular full-time employees and regular part-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Section 2.1. For purposes of this Agreement, the following definitions shall be applicable:

- A. Full-Time Employees. Employees regularly scheduled on a permanent basis to work forty (40) or more hours per week shall be considered as regular, full-time employees.
- B. Regular Part-Time Employees. Employees who are, at the time of hiring designated as permanent and regularly scheduled to work less than forty (40) hours, but more than twenty (20) hours per week, shall be classified as regular, part-time employees.
- C. "County" shall mean Benzie County, Michigan.
- D. "Sheriff" shall mean the duly elected sheriff of Benzie County.
- E. "Employer" shall mean the Sheriff and the County.
- F. "Union" shall mean the Police Officers Association of Michigan (POAM), whose address is 27056 Joy Road, Redford, MI 48239.
- G. "Association" shall mean the Benzie County Corrections Officers Association.
- H. "Employee" shall mean all employees of the bargaining unit.
- I. "He" or "she" when used shall include both genders.
- J. "Bargaining committee" or "committee" shall mean a committee elected by the Association in conjunction with the Union.
- K. "Stewards" shall mean representatives elected by the corrections unit to represent employees.
- L. "Internal investigation" shall mean an investigation conducted by the Sheriff and/or such other person so designated by the Sheriff of an employee for the violation of any criminal or civil laws of the United States, the State of Michigan, the County of Benzie, or any other local law.

ARTICLE III  
UNION SECURITY

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

- A. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost 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 is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pays his own way and assumes his fair share of the obligation along with the grant of equal benefit contained in this Agreement.
  
- B. In accordance with the policy set forth under paragraph A of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union the periodic monthly dues and initiation fees uniformly required of all members, or pay the Union a service fee to be set by the Union in accordance with applicable provisions of the State and Federal laws. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later. For new employees, the payment shall start thirty-one (31) days following the date of employment.
  
- C. The Union agrees that in the event of any and all claims, liability or litigation against the Employer, its agents or employees, arising out of this provision, the Union will defend, indemnify and hold harmless the Employer, its agents and employees for any monetary award, costs or less arising out of such litigation.

ARTICLE IV  
DUES DEDUCTION

4.1: Checkoff Authorization Form. During the life of this Agreement, the Employer agrees to deduct the regular payment of the current rate of monthly Union dues and initiation fees 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 check-off authorization form. The following check-off 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 fee 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.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and State

4.2: Completed Check-Off Forms. A properly executed copy of the written check-off 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.

4.3: Deductions. 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) 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.

4.4: Duplicate Payments. 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.

4.5: Dues and Fees. 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.

4.6: Dispute. 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.

4.7: Termination of Employment. 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.

4.8: Liability. 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.

4.9: Union Address. 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.

4.10: Hold Harmless. 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 Article III.

#### ARTICLE V REPRESENTATION

5.1: Stewards. The Employer agrees to recognize one (1) steward elected or appointed by the Union from among employees in the bargaining unit with one or more years of seniority for the purpose of processing grievances, and/or recognizing non-employee representatives. An alternate steward will be recognized by the

Employer when the regular steward is absent from work. The Union agrees that the steward will not let his stewardship interfere with his duties or the operations of the Sheriff's Department, and the Employer agrees to give the steward reasonable time and access to other officers to fulfill his obligations hereunder. The Union will be allowed to have one representative attend to required Union business and be paid up to 40 hours straight time in additional wages a year. The authority of the steward and alternate so elected by the local union shall be limited to, and shall not exceed, the following duties and activities:

- A. To investigate and present grievances to his Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement.
- B. The transmission of such messages and information, which shall originate with, and are authorized by the local union or its officers, provided such messages and information:
  - 1. Have been reduced to writing, or
  - 2. If not reduced to writing, are of a routine nature, and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The local President shall serve as the steward and the local Vice President shall serve as the alternate steward.

5.2: Notification. The Employer shall be informed in writing of the names of the steward and alternate. All official communication from or to the Employer shall be from or to the steward.

5.3: Visitation. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours, to talk with the steward of the local union and/or representatives of the Employer concerning matters covered by this Agreement, provided the representatives of the Union first announce their intentions to the officer in charge who shall make the necessary arrangements for such consultation so as not to disrupt the work of the department and the employee(s) involved.

5.4: Special Conferences. For important matters of mutual concern not being processed as a grievance under this Agreement a special conference will be arranged between the Employer, steward, and POAM and any outside parties requested to attend. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be

for the purpose of conducting collective negotiations, nor to in any way, modify, add to or detract from the provisions of this Agreement.

ARTICLE VI  
MANAGEMENT RIGHTS

6.1: Management Rights. The management of the Employer, the determination of all matters of management policy; the services to be furnished; the nature and number of facilities and departments to be operated and their location; the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend, or discharge for just cause, promote, transfer or layoff employees, or to reduce or increase the size of the working force; to unilaterally establish reasonable rules and regulations, or to make judgments as to the ability and skill, is within the sole prerogatives of the Employer, provided, however, that they will not be used in violation of any provisions of this Agreement. The Employer shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service, the schedules and standards, or work, methods, processes, means and materials to be used, except as prohibited in this Agreement. The Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment and outside assistance (sub-contracting) if necessary. It is understood that except as expressly limited in this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the Sheriff's Department operations.

6.2: Separation of the Term Employer When Necessary. In sections of the contract wherever the authority and obligation for performance is that of the Sheriff, the term "Sheriff" shall be used in place of "Employer".

ARTICLE VII  
GRIEVANCE AND ARBITRATION PROCEDURE

7.1: Definition of Grievance. A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of a specific provision of this Agreement which is subject to the grievance and arbitration procedures established herein.

Step 1. Verbal Procedure. An employee with a complaint shall discuss the matter with the Sheriff or his representative within ten (10) calendar days following the incident which gave rise to the complaint. If requested by the employee, he may have his steward



present. If the complaint is not satisfactorily settled, it may be advanced according to the written procedure.

Step 2. Written Procedure. Within ten (10) calendar days from the Sheriff's answer in the verbal procedure, the complaint shall be reduced to writing, citing the sections of the contract which are alleged to have been violated and signed by the employee or the Union and then presented to the Sheriff. The Sheriff and the Union representative and grieving party, if requested by the Union representative, shall discuss the grievance in an attempt to resolve the matter. The Sheriff shall place his answer on the grievance form and return it to the Union representative within ten (10) calendar days after the grievance meeting. If the grievance is not satisfactorily settled, it may be advanced according to Step 3.

Step 3. Appeal to the County Personnel Committee. Failing to resolve the issue in the second step, the Union shall within ten (10) calendar days of the Sheriff's or his designee's disposition provide a written request delivered to the County Administrator's Office requesting the Administrator arrange a meeting between the Union and the Labor Sub Committee to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed ten (10) calendar days unless a longer time is mutually agreed upon. The Labor Sub Committee may designate the County Administrator to act in their behalf to hear selected grievance. The Labor Sub Committee/County Administrator shall give a written answer affirming and granting the grievance or denying the grievance. If the Committee or Administrator is unable to answer the grievance, the matter shall be moved to the full County Board of Commissioners for a written answer. If the grievance is denied or the Labor Sub Committee or the Board of Commissioners fail to answer in a timely manner, the grievance may be submitted to arbitration hereinafter provided for in this agreement. The parties may waive Step 3 by mutual agreement reduced to writing.

Step 4. Request for Arbitration. In the event that the last step fails to settle the grievance, the Union may submit the grievance to arbitration by giving the Employer written notice within thirty (30) days following the Employer's answer.

Notwithstanding the provisions above, in the case of a grievance involving a discharge, suspension without pay, or a lay-off, the time limits in steps 1, 2 and 3 shall be five (5) days instead of ten (10) days.

7.2: Selection of Arbitrators. 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 "A" being selected first.

- |                     |                |
|---------------------|----------------|
| A. Mario Chiesa     | D. Peter Jason |
| B. David Grissom    | E. Barry Brown |
| C. Patrick McDonald |                |

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 Federal Mediation and Conciliation Service consistent with such Federal Mediation and Conciliation Service's normal procedures. The arbitrator's charges for his services and expenses shall be shared equally by the Employer and the Union. Each party shall pay the fees, expenses, wages and other compensation for their own witnesses, representatives and legal counsel.

7.3: Arbitrator's Powers. The arbitrator shall be limited to the application and interpretation of this Agreement as written. He shall have no power to add to, subtract from, or modify this Agreement in any respect, nor shall he have power to change any classification wage rate, to rule on any claim arising from a decision of a third party carrier, nor shall he have authority to rule upon the exercises of the Employer's rights not specifically abrogated by specific provisions of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside of this Agreement or 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. No decisions in any one case shall require retroactive wage adjustments in any other case. All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned, less any compensation or unemployment benefits that he/she may have received from any employment source during the period of the back pay. Any grievance which arose prior to the effective date of this Agreement shall not be processed and no award of the arbitrator shall be retroactive any earlier than the time the grievance was first submitted. The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees of the bargaining unit.

7.4: Time Limitation. 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, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the

next step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement.

7.5: Grievance Resolution. All grievances which are satisfactorily resolved at the first (1st) and second (2nd) step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the County Board of Commissioners at its next regularly scheduled monthly meeting before they are binding on the Employer. The time limits set forth in Step 1 and Step 2 of the Grievance Procedure shall be stayed during the period in which such grievance resolutions are referred to the County Board of Commissioners under this section. If the resolution of the grievance is disallowed by the County Board of Commissioners, the Union shall have five (5) days following receipt by the Steward of notice of the County Board of Commissioners' action to resubmit the grievance at the arbitration step in the Grievance Procedure held prior to such disallowance. If the grievance is not resubmitted in a timely fashion, it shall be deemed to be withdrawn by the Union.

7.6: Grievance Settlements. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved.

7.7: Statutory 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. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment which establishes a procedure whereby the employee may challenge the Employer's determinations regarding the employee's employment status, wages, hours or working conditions, will be required to, no later than Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or his/her statutory remedies as his/her single means of challenging the Employer's determination. If the employee elects to pursue his/her statutory remedy, or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the employee and the Union and, further, shall not thereafter be subject to any arbitration proceeding. This section shall not apply to unfair labor practice charges filed with the Michigan Employment Relations Commission.

ARTICLE VIII  
SENIORITY

8.1: Seniority Definition. Seniority shall be defined as the length of the employee's full-time continuous service with the Sheriff's Department commencing from his last date of hire. Seniority within the bargaining unit will also exist and be defined from the time the individual entered the bargaining unit. Seniority

within the bargaining unit will be the basis for considerations such as shift picks, vacation picks, overtime, personal time or other days off as they are applicable and layoff and recall. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

- A. All full-time and regular part-time employees shall serve an original probationary period of 2080 hours of service, during which time they will be termed "probationary employees."
- 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 beyond Step 2 over such termination.
- C. Employees who apply and are selected for employment in another bargaining unit of the sheriff department will be considered as a new employee within that bargaining unit but will retain seniority with the county for accumulation of vacation eligibility, longevity pay, vesting and other applicable considerations as they pertain to length of service.
- D. Employees who apply and are selected for a position in another division of a higher wage classification shall be placed on the wage schedule at a rate that is equal to or greater than the currently held position. Employees who apply and are selected for a position in a lower wage classification shall be placed on the wage schedule at the rate that reflects the employee's total years of continuous service.

8.2: Seniority. The seniority of a full-time employee shall commence from the last date of hire, provided the employee has successfully completed his/her probationary period which is mutually agreed upon between the Union and the Employer or as provided by this Agreement. An employee shall forfeit seniority and employment for 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 and not employed by the County 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 four (4) consecutive working days without authorization from the Employer.
  - E. If he/she fails to return to work on the required date from a leave of absence, vacation or disciplinary suspension. In case of an emergency, up to a seventy-two (72) hour grace period may be allowed.
  - F. If he/she is convicted of a felony.
  - G. If he/she makes an intentional false statement on his/her employment application or on any official police report relating to law enforcement functions (e.g. warrants, complaints and similar documents).
  - H. If he/she fails to report for work within ten (10) days following notification of recall from layoff sent by certified mail, return receipt requested, to his/her last known address.
  - I. If he/she has been on sick leave for a period of time in excess of all accumulated sick, vacation and other credited benefit time.
  - J. If a settlement with the employee has been made for total disability.

8.3: Seniority List. And up-to-date seniority list shall be furnished to the Union from time to time, upon request.

ARTICLE IX  
PROBATION

9.1: Probationary Period. All full-time and regular part-time employees shall serve a probationary period of 2080 hours. If an employee is absent from work because of illness or other reasons for a period of seven (7) consecutive days or longer, such period of his absence shall be added to the 2080 hour probationary period. Absence because of an in-service training or job related injury shall be not added to the probationary period.

9.2: Representation. Until an employee has completed the probationary period, he/she may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse beyond Step 2 of the grievance procedure. The Union may represent probationary employees with regard to wages, hours and working

conditions, but shall not represent the employees for any of the aforementioned issues. There shall be no seniority among probationary employees.

9.3: Benefits. During the probationary period an employee shall be eligible for employee benefits, except as otherwise provided within this Agreement.

ARTICLE X  
DISCHARGE, DEMOTION AND DISCIPLINE

10.1: Definition. Discipline, as used in this Agreement, shall mean an action from a written reprimand to any action taken which results in loss of pay and/or discharge. Verbal and/or written counseling reports and employee evaluations are not considered to be disciplinary actions and are, therefore, not subject to the grievance procedure. Written counseling reports will not be kept in the personnel records. Such counseling reports and evaluations shall not be used as a basis for future disciplinary actions, except to verify that an employee has been made aware of the Employer's concern in the areas covered.

10.2: Notice of Discipline, Discharge or Demotion. The Employer agrees that no non-probationary employee will be disciplined or demoted without cause. The Employer further agrees to promptly, upon the discipline or demotion of a non-probationary employee, notify in writing the steward of the discipline or demotion and the reasons for the same.

10.3: Discussion of Discipline Discharge or Demotion. A discharged or demoted non-probationary employee will be allowed to discuss his discharge or demotion with the steward, so long as such discussion does not interfere with his assigned duties, and the Employer will provide a suitable room, on or off the premises, where they may meet. Upon request, the Employer or his designated representative will discuss the discharge or demotion with the non-probationary employee and the steward. Any non-probationary employee may request the presence of the union steward in any conference in which the Employer intends to impose discipline. Any conference with a non-probationary employee to impose such discipline will be adjourned at the request of the employee until the steward is available to join the conference.

10.4: Appeal of Discipline Discharge or Demotion. Should the discharged or demoted non-probationary employee consider the discharge or demotion to be improper, a complaint shall be presented in writing through the steward to the Employer within two (2) regularly scheduled working days of the discharge or demotion. The Employer will review the discharge or demotion and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the

non-probationary employee, the matter shall be referred to Step 3 of the grievance procedure.

10.5: Discipline. A disciplined non-probationary employee will have full rights under the grievance procedure. Disciplinary warnings will not be used after two (2) years if an employee has no further disciplinary actions in that two (2) year period, unless they are directly related to the current discipline. A discipline in which the penalty is ten (10) days or more to which a probationary period is assessed shall not be used after four (4) years, if the employee had no further discipline in which the penalty was ten (10) suspension days or more, or to which a probationary period was assessed during the four (4) year period.

10.6: Statements. The Employer, as a condition of employment, shall not require any employee to make any statements, oral or written, which could lead to discipline or discharge of that employee.

ARTICLE XI  
LAYOFF AND RECALL

11.1: Layoff. In the event of any reduction of personnel is made, as determined by the Employer, layoff shall be by classification within the Department, with temporary employees being laid off first. Thereafter, part-time employees and, if necessary, full-time employees with the least seniority in that classification shall be laid off, provided that the remaining employees with more seniority in the classification are qualified to perform the work.

11.2: Bumping. Upon being laid off from his/her classification, an employee may bump lower seniority employees within the bargaining unit under the following conditions:

- A. The bumping employee cannot move into a position of a higher salary grade.
- B. The bumping employee must have more departmental seniority than the employee in the position who is being bumped.
- C. The bumping employee must possess the necessary skill, experience and certifications which will qualify the employee to perform the work. The necessary "Skill, experience and certification" shall be determined by the required qualifications as listed in the job description. If a laid off employee does not have the required certification at the time of layoff, he/she may, at his/her own expense and on his/her own time, acquire such certification. Upon attainment of the required

certification, he/she may exercise his/her seniority rights and return to employment in the lower paying classification.

- D. The bumping shall not apply in temporary cases of 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 within three (3) days from the date of receipt of the layoff notification. Employees who exercise their bumping rights shall then 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.

11.3: Recall. The last employee laid off in a classification shall be the first employee recalled, provided the employee is qualified to fill the open position. Notification of recall may be made by telephone and shall be followed by certified mail delivered to the employee's last known address. An employee shall respond to the certified notice of recall within forty-eight (48) hours of the receipt thereof. If an employee fails to respond to a notice of recall within forty-eight (48) hours of receipt thereof, the Employer shall assume that the employee has voluntarily quit. An employee that retains seniority rights shall have recall rights up to four (4) years following the original layoff.

11.4: Return to Unit by Layoff. In the event of layoffs by classification, members of the Command Officers Association of Michigan (COAM) corrections sergeants only, who are laid off shall be allowed to return to the POAM unit and to exercise their bumping rights, provided they have enough Departmental seniority to displace another employee.

11.5: 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, provided the employee pays the premium for such insurance in advance, and, provided continued coverage is permitted by the insurance carrier.

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

11.7: 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 in the bargaining unit. An employee electing a voluntary layoff



shall not have the right, at a later date, to rescind the election and return to work. His/her sole right to return to work shall be pursuant to the recall provisions in section 11.3 of this article.

ARTICLE XII  
VACANCIES AND TRANSFER

12.1: Temporary Assignments. An employee who is assigned by the Sheriff or his designee to a higher classification shall receive the pay of said higher classification, if the assignment exceeds two (2) weeks. An employee may be temporarily assigned to work in any position in the same or lower classification and shall not suffer any loss of pay during the period of such temporary assignment.

12.2: Permanent Vacancies. The Employer will fill permanent classification vacancies as soon as possible when need for such action is necessary, as determined and/or established by the Employer. However, the Employer may make temporary assignments for no more than a one (1) year period.

ARTICLE XIII  
PROMOTIONS

13.1: Promotions. Promotional opportunities for full-time employees within the bargaining unit will be posted for a minimum period of six (6) days and employees desiring to be considered for such promotions shall advise the Sheriff in writing. To be considered for promotion an employee must have a minimum of three (3) years within the corrections classification. Written examinations, oral interviews, and performance evaluations shall comprise the elements of the testing procedure. A minimum passing score for the written examination will be seventy (70%) percent. Applicants must pass the written examination in order to proceed to the remaining testing phase.

Written examination shall count fifty (50%) percent of total aggregate score

Oral examination shall count forty (40%) percent of total aggregate score.

Performance evaluation shall count ten (10%) percent of total aggregate score.

The Sheriff will have the right to pick between the top two (2) candidates. A promotion list will be in effect for one (1) year after it has been established. The jobs required to be posted

under the provisions of the agreement shall include Corrections Sergeant and Jail Administrator.

13.2: Non-Bargaining Unit Position. In the event a unit employee is promoted to a supervisory or other non-bargaining work position and he elects on or before ninety (90) days in the new position to return to his former job in the bargaining unit, he may do so without loss of seniority or benefits. Further, in the event an employee returns to the bargaining unit after fulfilling a non-bargaining unit position beyond ninety (90) days, all seniority accumulated while in the bargaining unit shall not be lost, but such time shall not accrue during the non-bargaining work assignment. Previously accrued bargaining unit seniority shall be reinstated upon return to the bargaining unit.

13.3: Rate of Pay. An employee from the bargaining unit that is promoted to a higher bargaining unit classification shall be paid at the lowest rate of the higher classification which is at least five percent (5%) above his/her regular rate of pay prior to the promotion. The employee shall then progress up the remaining steps for the new position on an annual basis effective on the anniversary date of the promotion.

13.4: Promotional Trial Period. All promoted employees shall serve a ninety (90) day trial period. Employees may be returned to their previous position at any time during the trial period by the Employer in its sole discretion, and neither the employee so assigned nor the Union shall have recourse through the grievance procedure over such reassignment. The employee may also elect to return to their former position without loss of seniority and benefits during this trial period.

#### ARTICLE XIV HOURS OF WORK AND OVERTIME

14.1: Work Schedule. Work schedules will be posted thirty (30) days in advance of implementation. The employees will be able to have their pick of shifts for the period of the schedule with the sequence of the picks being based on seniority. Work schedules shall not be changed except for emergencies without an agreement between management and the employee involved. For purposes of this section, emergency shall include any voluntary termination in which the employee fails to give a two (2) week notice. A transfer to a different job on the same shift shall not constitute a change in the work schedule.

14.2: Four (4) Days - Ten (10) Hours. The County and the Union may enter into a 4 day - 10 hour work week plan for any division if both the County and union mutually agree. Special assignments shall be dealt with on a case by case basis. In such case, the overtime rate shall be paid on all hours worked in excess of ten (10) hours in a day or eighty (80) hours in a pay period. The parties may

consider a twelve (12) hour schedule if mutually agreed to by both the Union and Sheriff.

14.3: Overtime. All hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1-1/2). All banked time shall be counted as time worked for the purpose of this section.

14.4: Compensatory Time. Full-time employees in the bargaining unit shall have the option to choose their compensation for overtime pay. The options are as follows:

- A. An employee may, at his/her option, elect to be compensated at overtime rates in pay for any and all hours work that by the current collective bargaining agreement call for premium or overtime compensation rates.
- B. An employee may, at his/her option, choose in lieu of overtime payment in cash and elect to receive compensation for overtime work in compensatory time off. Such time off shall be earned and paid at overtime rates. For example, if an employee works two (2) hours of overtime, and that employee elects to receive compensation in the form of compensatory time off, that employee's compensatory time bank will be credited for three (3) hours toward time off to be taken at a later date. An employee wishing to take time off by using accrued compensatory time must have prior approval from the department head before taking the desired time off. Compensatory time off requests shall not be unreasonably denied. Compensatory time may be accumulated to a maximum of eighty (80) hours (straight time).

14.5: Call-in Coverage. Call-in coverage shall mean vacancies that the Employer becomes aware of less than 24 hours prior to the assignment. Call-in coverage shall be offered to those employees in the affected classification that are scheduled off-duty in the order of seniority. If a replacement is not filled, the next step shall be to split the open shift between the employees working the shift before and the shift after the vacant shift. This section shall apply when filling a full shift of work. However, in the case of an emergency call-in, the closest available qualified officer will be called.

14.6: Call-In Overtime. Full-time employees called in two (2) hours or more prior to the start of their regular shift or called back to work after completion of their regular shift shall be guaranteed a minimum of three (3) hours of pay at the rate of one and one-half (1-1/2) times their straight-time hourly rate, inclusive of all court appearances. Continuing work at the

completion of a regular shift shall not constitute call-in. Call-in assignments shall be made on the basis of the seniority of the off duty personnel.

14.7: Notice of Court Dates. Insofar as possible and if the Sheriff has advance notice, he will attempt to notify employees at least one (1) week in advance of an anticipated court date. The Union understands that it is not always possible that advance notice be given.

14.8: Shift Differential. Full-time employees will be paid a differential of twenty-five cents (\$0.25) per hour for all hours worked between 3:00 p.m. and 11:00 p.m. and a differential of fifty cents (\$0.50) per hour for all hours worked between 11:00 p.m. and 7:00 a.m. For purposes of computing overtime pay the shift premium is not part of the base rate of pay. When a POAM member is assigned to the Zero Tolerance/Court Officer position the hours of work will be scheduled by management in order to accomplish the service demands placed upon the position and the position is exempt from the shift differential.

14.9: No Pyramiding. There shall be no pyramiding or duplication of overtime premium, shift premium, call-in pay, court time or other overtime or premium payments except for holiday pay. When working on a holiday, all hours in excess of scheduled time will be paid at double time.

14.10: Supervisors. Supervisors may perform POAM bargaining unit work, however, if overtime including split shifts is available to perform POAM unit work, then qualified POAM bargaining unit employees shall be afforded the assignment first.

14.11: Filling Scheduled Vacancies. When vacancies occur in the schedule that the Employer intends to fill that the Employer becomes aware of more than 24 hours prior to the assignment and for vacancies created to grant employees personal leave, holiday or vacation time off, the vacancy may be first offered to qualified part-time employees.

If vacancies cannot be filled by part-time employees, the call-in sheet shall be used to fill the vacancy. If a replacement is not found, the next step shall be to split an open shift between employees working the shift before and the shift after the vacant shift.

ARTICLE XV  
LEAVES OF ABSENCE

15.1: Personal Leave. Personal leaves of absence without pay for a period not to exceed thirty (30) days will be granted at the discretion of the Employer. Permission for extension must be secured from the Employer. All sick time, vacation time, and

personal leave must be used prior to obtaining personal leave without pay.

15.2: Benefit Accumulation. No benefits shall accrue to the employee when on an authorized and approved leave.

15.3: Seniority During Leaves of Absence. During the period of absence, the employee shall not engage in gainful employment in the same type of work in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights or discharge for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights unless the sick or injured employee's employment is terminated.

15.4: 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.

15.5: Sick Leave.

- A. Sick leave days shall be used for actual sickness, sickness in the immediate family of the employee or documented medical appointments.
- B. All full-time employees covered by this agreement shall be credited with sixty-four (64) hours of paid sick leave on January 1 of each year. For new employees, the number of paid leave hours credited will be prorated according to the number of months remaining in the calendar year. Employees hired before July 1, 1995 may accumulate in excess of four hundred eighty (480) hours, and upon employee option, hours in excess of four hundred eighty (480) hours may be converted to vacation hours at two (2) for one (1) ratio provided that the employee will not convert more than ninety-six (96) hours to forty-eight (48) vacation hours in any one year. Employees hired after June 30, 1995 shall accumulate up to four hundred eighty (480) hours sick leave.
- C. In the event sick leave time exceeds three (3) days, the Employer may request a certificate from the employee's physician. In cases of suspected abuse, a request may be made in less than three (3) days absence.
- D. The employee may elect annually to cash in at their then effective rate of up to eighty (80) hours of sick leave providing that a minimum balance of sixty-four (64) accumulated sick hours are maintained. The election shall be made each December 1 and shall be paid that month.

- E. An employee who terminates or is terminated from his/her employment and where necessary provides two (2) weeks written notice shall be paid for one-half (½) their accumulation of sick days.
- F. An employee who retires or dies while employed shall be paid in full for accumulated sick leave. Upon the death of the employee, the employee's designated next of kin will receive payment for unused sick leave.
- G. Employees will be paid sick pay based on their regular pay classification at the time when the sick leave was taken.
- H. Short/Long Term Disability.
1. Length of Benefit. The employer shall provide and pay the full premiums for short term and long term sickness and accident insurance for all full-time employees covered by this contract. The employee who is eligible shall receive, on short-term disability, 66-2/3% of their normal weekly straight time wages for the first ninety (90) days. These benefits are subject to taxes under current IRS rulings.  
  
The eligible employee shall receive, on long term disability, 60% of their normal weekly straight time wages starting on the ninety-first (91<sup>st</sup>) day of disability to age sixty-five (65). These benefits are also subject to tax under current IRS rulings.
  2. Eligibility. Non-duty sickness and accident benefits shall be payable from the first (1<sup>st</sup>) day of disability due to accident and from the eighth (8<sup>th</sup>) day of illness. Employees shall not be eligible for S/A benefits for any period of disability for which they are eligible for and receiving benefits under a disability retirement plan, the Social Security Act or Workers' Compensation. The parties expressly agree that the determination as to eligibility for benefits shall be governed by the terms of the respective short term and long term disability insurance policies and the insurance carrier's determination in these areas shall be controlling.
  3. Continuation of Benefits. The employee will continue to receive all benefits while on short-term disability (90 days) the same as if the employee were still working, including,

but not limited to, sick time, vacation time, and retirement contributions.

Health Care. The County will agree to pay health insurance for up to twelve (12) months if an employee is on short/long term insurance. The twelve (12) month maximum is inclusive of FMLA leave time.

Employment Relationship, S/A - Workers' Compensation. The employee's seniority and the employment relationship will continue for twenty-four (24) months from the start of an employee receiving sick and accident benefits or Workers' Compensation payments. Beyond the twenty-four (24) months, the employer may terminate or otherwise remove from employment.

4. Bridge Over/Safety Net. Employees may use sick, holiday, vacation, personal or any other paid time they have to bridge over and meet the eligibility requirements for short-term disability. employees, upon request, may elect to use paid sick time in their banks before entering into short-term disability. It is expressly understood that an employee may not use paid sick time and receive disability benefits for the same days of missed work.

Safety Net. In the event there is a dispute over whether the disability is work related or non-work related, the employer will pay the employee the value of the lesser benefit until the employee is receiving one or the other benefit through sick and accident insurance or Workers' Compensation payments. Upon the employee receiving a benefit they shall reimburse the employer the appropriate amount by signing over the appropriate check or, in the case of underpayment, the employer will make them whole according to the relevant contract provisions.

5. Workers' Compensation First Week. When an employee becomes injured or ill on the job so as to qualify for Workers' Disability Compensation and such injury or illness is of seven (7) days or less and is of insufficient duration to trigger the payment of Workers' Compensation payments, the employer agrees to compensate the employee for any lost pay or benefits resulting from the work-related

injury or illness. This coverage shall be limited to the areas of: auto accidents, assaults, attempted rescues/assists.

6. Payment in Lieu of Health Care. The County will agree to continue to pay employees who are receiving pay in lieu of health care who are on short/long term insurance for up to twelve (12) months.

15.6: Funeral Leave. All full-time members covered by this Agreement may be allowed three (3) days paid leave not to be deducted from sick leave for purposes of participating in the arrangements and funeral of an immediate family member. One (1) day must be used to attend the actual funeral to be eligible for paid leave. "Immediate family" is defined as the following: mother, father, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, all other in-laws, grandparents of both the member and his/her spouse and a member of the employee's household. If the funeral is held five hundred (500) miles or more away from Beulah, Michigan, one (1) additional day will be granted. An employee may elect to take two (2) additional days provided that said days are chargeable to sick leave.

#### ARTICLE XVI HOLIDAYS

16.1: Recognized Holidays. All regular full-time employees will be credited with eighty (80) hours of future holiday leave as of January 2002, with new employees being prorated based on the date of hire.

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Veteran's Day
Labor Day	Easter Sunday
Christmas Eve Day	New Years Eve Day

16.2: Holidays worked. All full-time employees working on an established holiday will be paid time and one-half (1-1/2) for all hours worked in addition to holiday time. Regular part-time employees will be paid time and one-half (1-1/2) their regular wage rate for all hours worked on a holiday.

16.3: Personal Time. All full-time employees shall be entitled to twenty-four (24) hours personal time annually. Personal time may be used with the approval of the sheriff or his/her designee, and approval will not be unreasonably withheld. It is understood that if it is difficult to obtain coverage, the sheriff shall have the right to use qualified part-time employees for the coverage. The employee will be paid for personal time not used in the calendar year in January of the following year.



16.4: Employee's Birthday. All full-time employees shall be entitled to time off with eight (8) hours pay on their birthday which shall be floating holiday.

16.5: Proration. For any employee who either enters or leaves employment in mid-year, the holiday, and personal days will be pro-rated. Proration will be based upon the date the employee actually begins work or the last date the employee actually works. The Employer shall have the right to deduct any money due from the employee's final check.

ARTICLE XVII  
VACATIONS

17.1: Vacation. Full-time employees with the required seniority shall earn vacation leave with pay in accordance with the following schedule:

After one (1) year . . . . .	80 hours
After four (4) years . . . . .	120 hours
After ten (10) years . . . . .	160 hours

- A. As far as possible, vacations will be scheduled at the convenience of the employee. However, the Employer reserves the right to establish regulations for picking the vacation schedule.
- B. Vacation time may be carried over to new year with a maximum carryover equal to the employee's annual accrual.
- C. Vacation year definition: The vacation year, for the purpose of this Agreement, is a twelve (12) month period, beginning with the employee's last hiring date with the Employer.
- D. Vacation time shall not accumulate during any personal leave of absence.
- E. Employees will be paid vacation pay, based on their regular pay classification, immediately prior to the vacation.

ARTICLE XVIII  
INSURANCES

18.1: Hospitalization - Medical Coverage.

- A. Health insurance. The employer agrees to provide the following health insurance programs for eligible full-time employees and dependents:

1. Blue Cross/Blue Shield PPO 12: No cost to the employee. The County reimburses the difference of the cost to the employee between this plan to the level of coverage provided by PPO-1 through an HRA. *Closed Formulary*
  2. Blue Cross/Blue Shield PPO 1: The employee pays the difference of the cost between this plan and the PPO plan that the County elects for the particular year in the category (single, two person, family) he/she is in. *Open Formulary*
- B. Prescriptions: All prescription drugs are identified as: Formulary Preferred (Tier 1), Formulary Options (Tier 2) or Nonformulary (Tier 3). PPO 12 has a 10/40 Closed Formulary prescription plan to reimburse the employee to \$10. PPO 1 has a 10/40 Open Formulary prescription plan to reimburse the employee to \$10.
1. Closed Formulary: Prescription (Tier 1 & Tier 2) drugs are dispensed according to Blue Cross Blue Shield's Custom Formulary regulations. Some drugs on the Formulary require prior authorization and certain clinical criteria must be met before they can be dispensed. Other drugs are part of the step-therapy program, which means that the patient must have been treated with one or more Formulary agents before these drugs are covered. Both categories of drugs are identified in Blue Cross Blue Shield Custom Formulary.  
  
Prescription (Tier 3) drugs are not covered. These drugs are identified in the Blue Cross Blue Shield Custom Formulary. There will be a 90-day grace period for prescribing physicians to convert existing prescriptions to the terms of the Closed Formulary. Request for Nonformulary (Tier 3) drugs will only be considered when the following criteria have been met:
    - \* The member has tried and failed to respond to an adequate trial of the available formulary agents from the same drug class, or the available formulary agents would pose unnecessary risk to the member.
    - \* The prescribing physician and BCBS pharmacy agree that the drug is medically necessary with no other effective substitutes.

If the member is approved for a Nonformulary (Tier 3) drug the prescription will be filled at a \$40 cost with an HRA reimbursement to \$10. Member will need to receive annual authorization for a Nonformulary (Tier 3) drug to remain eligible.

When the physician and the member have fulfilled the BCBS request procedure and the requested Nonformulary (Tier 3) drug is denied, the employer agrees to reimburse the employee cost of the prescription to \$10 through an HRA. The only exception to this process will be drugs that are considered to be the employee's choice to have a Nonformulary brand.

2. Open Formulary: Prescription (Tier 1, Tier 2 and Tier 3) drugs are dispensed according to Cross Blue Shield's Open Formulary regulations.
- C. Dental and Vision Insurance. The County agrees to provide dental insurance coverage for full-time employees and their dependents equivalent or better than 100-80-50-1000. the County also agrees to provide vision insurance for full-time employees and their dependents equivalent to VSP 24/12/12.
- D. Contingency Rider. If an employee qualifies to elect a contingency rider, the employee will pay ten percent of the monthly cost of that rider.

18.2: Duplicate Coverage. An employee may choose not to be covered by the dental and hospitalization insurance stated under this Article when he or she has coverage with another source. The employee shall provide proof of coverage to the County. If employees waive County hospitalization coverage, they can still carry County dental insurance. 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 dental and hospitalization insurance, the Employer shall pay the employee \$161.53 per pay period if the employee would be eligible for full family \$138.46 per pay period if the employee would be eligible for two-person coverage, and \$69.23 per pay period in the case of an employee eligible for single person coverage. In the event that an employee elects to waive hospitalization insurance, but retains dental coverage, the applicable dental insurance cost shall be deducted from the above amounts. Waiver payments may be credited to the employee's flex spending account.

In the event an employee and their spouse or other dependant eligible for insurance coverage under the employee's policy are both employees of the County, the payment provisions in lieu of health insurance coverage as stated under this Section 18.2

shall be mandatory. Employees shall not be permitted to have double County health insurance coverage. The employee has the right to rejoin with no waiting period if they are no longer covered by the other insurance source. Employees losing medical coverage from the other insurance source shall notify the Employer in time so that the employee may re-enroll in a health care plan.

18.3: Equivalency. The parties agree that the County may provide medical or dental insurance equivalent to the options listed in Section 18.1 A and B. This includes the options of adjusting the PPO programs on a year to year basis as long as the HRA level of PPO-1 is maintained.

18.4: Life Insurance. Effective January 1, 2004, the Employer agrees to pay the full cost for a twenty-five thousand dollar (\$25,000.00) life insurance policy for all employees with accidental death and dismemberment. Employees can buy supplemental insurance through the FLEX program.

18.5: 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.

18.6: Post Retirement Health Care. The parties agree to continue through the term of this contract to explore implementing a MERS post retirement health care savings program administered by the MERS Retirement System. The program will be established as soon as the parties reach agreement on the terms and conditions of the program.

18.7: Retiree Insurance. Upon a full normal retirement from Benzie County employees and their families may buy health insurance under the current programs provided to employees, or the County may establish a separate retiree suffix to cover retirees.

#### ARTICLE XIX SCHOOLS AND TRAINING

19.1: Schools and Training. All school courses and training programs made available to the employees shall be posted ten (10) days in advance of the commencement date, if possible. Any employee desiring to attend such schools or training programs may indicate in writing to the Sheriff within three (3) days after the posting. The determination of the number of personnel and the selection of personnel shall be made by the Sheriff, based on the needs of the department.

19.2: Travel Time. In the event a full-time employee is required to travel to training at a location outside of a County not contiguous with Benzie County, at a time outside of their regular work schedule, they shall receive compensatory time at the

appropriate rate for such travel time. If an employee is required to use their personal vehicle to travel on behalf of the Employer they shall be paid starting from sheriffs department, at the rate per mile established by the County policy.

19.3: County Meal/Travel Policy. Full-time employees covered by this agreement shall be eligible for compensation or reimbursement under the County's meal allowance policy. The employer shall provide a copy of the policy to the Union as it is updated.

#### ARTICLE XX NO STRIKE - NO LOCKOUT

20.1: Strike Defined. During the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of an employee's duties) for any purpose whatsoever.

20.2: No Strike/No Lockout. The Union further agrees that, during the life of this Agreement, it will not cause, authorize or permit any of its members to cause, promote, instigate or take part in any strike as herein defined or any other activity that may disturb or interfere with the services and responsibilities of the Employer and violation of any of these provisions may be cause for immediate discharge of any individual employee participating in any such strike. Any appeal to the grievance and arbitration procedure regarding discipline imposed for a violation if this Article shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited in this Article. The Employer fully agrees not to cause any lockout of the employees during the term of this Agreement.

#### ARTICLE XXI SAFETY AND EQUIPMENT

21.1: Safety and Equipment. The Union agrees to cooperate with the Sheriff in maintaining the premises and equipment. The Union further agrees to follow all safety rules and practices. It shall be the obligation of each employee to report any defects in equipment no later than the end of his shift. The Sheriff or his representative will inspect any equipment reported to be defective as soon as possible and promptly cause necessary repairs to be made.

21.2: Committee on Safety & Equipment. The parties to this agreement shall establish a Joint Equipment & Safety Committee consisting of one (1) representative of the Union, one (1) representative of the Sheriff and one (1) representative of the Chairman of the Board of Commissioners. All safety ideas and complaints will be handled by the Joint Safety Committee. A

written safety code shall be prepared and published by the Joint Safety Committee and will contain regulations to take immediate effect.

ARTICLE XXII  
WORKERS' COMPENSATION

22.1: Each employee will be covered by the applicable worker's compensation laws and the Employer further agrees that an employee, if eligible for worker's compensation benefits, will receive, in addition to his worker's compensation benefits, an amount to be paid by the Employer sufficient to make up the difference between the worker's compensation benefits received and his/her regular weekly income base on forty hours. To receive this worker's compensation supplement, the employee shall sign over the worker's compensation check to the County. If sick or other non-working time is used to account for pay during the time worker's compensation is effective but prior to being received, that time will be reinstated upon the County receiving any worker's compensation checks covering that period. The Employer's subsidy will terminate one year following the commencement of worker's compensation benefits. There will be no loss of sick time during the period the worker's compensation covers.

ARTICLE XXIII  
MEALS

23.1: Meal Allowance. Employees holding the classification of corrections officer shall be entitled to meals the same as provided to inmates, during their shift hours. Midnight corrections officers shall be entitled to a sack lunch as provided by the contracted meal service.

ARTICLE XXIV  
UNIFORMS AND EQUIPMENT

24.1: Uniforms and Equipment. The Employer agrees to furnish each employee with the necessary uniforms and equipment in order for said employee to carry out his responsibilities as a corrections officer, and shall replace or repair property damaged or destroyed in the line of duty, provided, however, an employee may be held personally liable for any damage or destruction to the Employer's property caused by his own negligence. A report of such lost or damaged property shall be made to the Sheriff or Undersheriff.

24.2: Cleaning. The Employer agrees to pay for the needed cleaning for employee's uniforms in the bargaining unit.

24.3: Footwear. The employer agrees to provide up to \$150 reimbursement for footwear for each employee on a semi-annual basis beginning October 1, 2009. The staff will be alternated in the years that footwear will be provided to them. The type of footwear

will be approved by the Sheriff who will maintain the schedule of when each employee receives his or her allowance.

ARTICLE XXV  
MISCELLANEOUS

25.1: Computation of Benefits. The Union shall have the right to examine the time sheets and other records pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. Other records pertaining to a specific dispute may be examined by the Union upon specific grievance, subject to applicable laws.

25.2: Captions. The captions used in sections of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

25.3: Weapons Training. The Sheriff or his designee will schedule at least one (1) paid weapons and/or firearms training session annually. Additionally, six (6) or less firearms training sessions will be scheduled throughout the year, weather permitting. Ammunition will be furnished.

25.4: Bulletin Board. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority lists and for use of the Union and Employer.

25.5: First Aid Kits. The Employer will furnish first aid kits for each transport vehicle.

25.6: Prisoner Transport. Transports are to be conducted exclusively by the Corrections Division. The only exception will be transports that will be investigative in nature (interview suspect(s), recover evidence when picking up suspect(s), etc...). The Detective Bureau will flag any warrants that will be considered "investigative" prior to being forwarded to Dispatch for LEIN entry. All prisoners considered dangerous or transports in excess of one hundred (100) miles shall be transported by two (2) certified corrections officers. For transports that result in overtime, the call-in criteria under section 14.5 shall be used to fill the transport. Transports conducted outside the State of Michigan shall be assigned or contracted at the sole determination of the Sheriff.

25.7: Amendment to Agreement. Upon mutual agreement, the Employer and the Union may amend, supplement, rescind or otherwise alter this Agreement during its term. Any such changes, however, shall not be effective unless it is reduced to writing and signed by duly authorized representatives of both the Employer and the Union.

25.8: Past Practices. The parties agree that any prior practice inconsistent with the specific terms of this Agreement will be superseded by this Agreement.

25.9: Waiver Clause. 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 waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter not specifically referred to or covered by this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

25.10: Gender. The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun, the plural, unless the context clearly requires otherwise.

25.11: Separability. Any part of this Agreement which shall be invalid or in conflict with applicable State or Federal law by a court of competent jurisdiction, shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. The parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

25.12: 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.



ARTICLE XXVI  
WAGES

26.1:  
Effective October 1, 2008

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>6 Years</u>
Corr/ACO	29,723	31,699	32,802	33,925	35,027	36,150	37,232
ZTO-Court	(14.29)	(15.24)	(15.77)	(16.31)	(16.84)	(17.38)	(17.90)

Effective October 1, 2009

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>6 Years</u>
Corr/ACO	30,326	32,323	33,467	34,611	35,734	36,878	37,981
ZTO-Court	14.58)	(15.54)	(16.09)	(16.64)	(17.18)	(17.73)	(18.26)

Effective May 1, 2010

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>6 Years</u>
Corr/ACO	30,930	32,968	34,133	35,298	36,422	37,606	38,750
ZTO-Court	(14.87)	(15.85)	(16.41)	(16.97)	(17.52)	(18.08)	(18.63)

Effective October 1, 2010

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>6 Years</u>
Corr/ACO	31,866	33,966	35,152	36,358	37,544	38,730	39,915
ZTO-Court	(15.32)	(16.33)	(16.90)	(17.48)	(18.05)	(18.62)	(19.19)

ARTICLE XXVII  
LONGEVITY

27.1: Longevity Payments. Full-time employees shall receive longevity payments as a separate check on the first pay period following the anniversary date each year in accordance with the following schedule:

After completion of 5 years - \$300.00  
After completion of 8 years - \$500.00  
Beginning the 9th year of service, \$30.00 shall be added for each additional year of service.

ARTICLE XXVIII  
PENSION

28.1: Pension Contributions. The County shall pay the employees' contributions to said pension system (MERS). MERS will defer to the County to make a policy and the County may not want to include part-time accrued time in the future.

28.2: The current pension plan is the Michigan Municipal Employees Retirement Plan of the State of Michigan (MERS). The current benefit level is B-3 with the group buying up to the B-4 level with V-8 and 25 years with no age.

28.3: Pension Level. During the life of this agreement employees, by a simple majority vote, may elect as a group to purchase a pension improvement E-2.

ARTICLE XXIX  
MEDICAL EXAMS

29.1: Medical Exams. The Sheriff's Department may require a physical and/or psychological exam by a physician or psychologist, at the Employer's expense, to determine the employee's ability to perform his/her regular duties if the Sheriff has a reasonable basis to question the ability. The employee may obtain a second opinion, at the employee's expense, and in the event that there is a dispute between the Employer's physician and the employee's physician, both of these physicians shall select a third physician whose decision shall be final and binding on the parties. The expense of the third physician's opinion shall be split 50/50 by the Employer and the employee, if not covered by the employee's insurance.

ARTICLE XXX  
DURATION

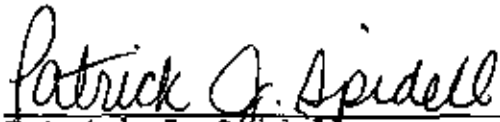
30.1: Termination. This Agreement shall be deemed to have become effective the 1st day of October 1, 2008 and shall remain in force and effect up to and including September 30, 2011.

30.2: Extension. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, or, to impasse.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 21<sup>st</sup> day of January, 2009.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

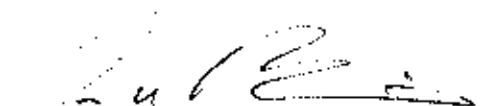
BENZIE COUNTY SHERIFF


  
Patrick J. Spidell  
Business Agent


  
Rory Heckman, Sheriff

BENZIE COUNTY DEPUTY SHERIFFS  
ASSOCIATION

BENZIE COUNTY BOARD OF  
COMMISSIONERS

  
James Banasiak, President

  
Donald R. Tanner, Chair

  
Rick Drewyour,  
Vice President