

AGREEMENT

THIS AGREEMENT effective the 1st day of January, 2011 between the CHEBOYGAN COUNTY BOARD OF COMMISSIONERS and the SHERIFF OF CHEBOYGAN COUNTY, together hereinafter referred to as the “Employer” and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the “Union”.

ARTICLE I

RECOGNITION

Section 1. Collective Bargaining Unit. The Employer hereby agrees to recognize the Union as the exclusive bargaining representative, as defined in Act No. 336, State of Michigan, Public Acts of 1947, as amended, for all the employees employed by the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All permanent, full-time command officers (including the Corrections Sergeant) employed in the Sheriff’s Department of Cheboygan County, but excluding the Sheriff, executives and all other employees.

ARTICLE II

MANAGEMENT RIGHTS

Section 1. The Employer retains the inherent rights:

- (a) To do all acts and things and exercise all powers vested in it by law.
- (b) To manage its affairs efficiently and economically.
- (c) To maintain order and efficiency in its operations.
- (d) To hire, layoff, assign, transfer and promote employees.
- (e) To exercise control of all properties and equipment.
- (f) To install, modify or change methods of operations, work schedules and equipment.
- (g) To discipline, including suspensions from work, and discharge of employees for just cause.
- (h) To establish, enforce and revise fair and reasonable rules and regulations for the purposes of maintaining order, safety and the efficient

operation of the Employer. All rules and regulations shall be applied fairly to all employees.

(i) To exercise all other rights and privileges heretofore belonging to the Employer (whether or not such rights were heretofore the subject of negotiations between the parties) except such rights as are specifically modified or abridged elsewhere in this Agreement.

(j) To subcontract bargaining unit work to other units of government or non-governmental entities, or to merge or consolidate operations with another unit of government, upon prior written notice to the Union, provided that (1) no employee shall be laid off as a result of the subcontracting, merger or consolidation and (2) this provision shall not be used to reduce bargaining unit overtime or to reduce a full-time position to part-time.

None of the foregoing rights shall be exercised in any manner which is inconsistent within any of the other provisions of this Agreement. Both parties subscribe to the principles of progressive discipline; however, this does not prohibit the Sheriff from dismissing employees for serious offenses.

Section 2. Personnel Manual. The County's Personnel Policies and Procedures Manual are incorporated by reference into the contract. In the event of a conflict between the collective bargaining agreement and the Personnel Manual, the collective bargaining agreement shall control. The Union may grieve a new rule or regulation if it is unreasonable.

ARTICLE III

UNION SECURITY

Section 1. Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth herein, thirty-one (31) days after the start of their employment with the County shall either become members of the Union and pay to the Union the dues uniformly required of all Union members or pay to the Union a service fee equivalent to the periodic dues uniformly required of Union members. No employee shall be discharged for failure to pay such dues or service fees without at least thirty (30) days prior written notice of delinquency to the employee and to the Employer and a failure of the employee to make arrangements to pay his arrearages during that time.

Section 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 collective bargaining unit without regard to whether or not the employee is a member of the Union.

Section 3. Check off.

(a) During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or service fees allowable under law from the pay of each employee who executes and files with the Employer proper check off authorization in a form which shall be used exclusively and shall be supplied by the Union.

(b) 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. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.

(c) Deductions for dues, 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 initiation fees. In the event an employee is absent from work during the first (1st) pay period, such deductions shall be made from the first period of the following month together with that deduction for the current month. Deductions for any calendar month shall be remitted to the designated representative 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 an 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, and any subsequent changes in such amounts.

(f) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check off authorization form, no further deductions shall be made until the matter is resolved.

(g) The Employer shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, liability and any other action arising from this Article or compliance therewith by the Employer.

ARTICLE IV

REPRESENTATION

Section 1. Steward Council. The Employer agrees to recognize one (1) steward with one (1) or more years of service with the Cheboygan County Sheriff's Department. The duties of the steward shall be limited to the administration of this Agreement including the investigation and presentation of grievances as established in the grievance procedure. The Employer agrees to compensate the steward at his regular rate of pay for reasonable amounts of time lost from his regular schedule of work while meeting or conferring with Employer representatives.

Section 2. The Union in contract negotiations may be represented by one (1) employee from the bargaining unit. The Employer agrees to compensate the employee at his regular rate of pay for reasonable amounts of time lost from his regular schedule of work while negotiating with Employer representatives.

Section 3. The Union will furnish the Employer in writing with the name of its authorized steward, and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representative of the Union, and the Employer shall not be required to recognize or deal with any other than those so designated.

Section 4. Special Conferences. Special conferences for important matters of mutual concern relating to administration of this Agreement, but not being processed as a grievance under this Agreement, will be arranged between the Employer, steward 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 obligate either party to conduct collective negotiations, nor to, in any way, modify, add to or detract from the provisions of this Agreement.

ARTICLE V

GRIEVANCE AND ARBITRATION

Section 1. Grievances. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

All grievances must be filed within five (5) working days after occurrence of the circumstances giving rise to the grievance of five (5) days from when the grievant should reasonably have known of the occurrence, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Any employee having a complaint shall first take up the matter with the Undersheriff.

If no satisfactory answer or disposition is received within one (1) working day, the complaint shall be processed as follows:

(a) Step 1. The employee and/or his steward shall, within three (3) working days after the discussion with the Undersheriff, reduce the matter to written form stating all facts in detail and submit same to the Undersheriff. The Undersheriff shall, within seven (7) working days, record his disposition on all copies of the grievance form, returning two (2) copies to the steward.

(b) Step 2. Failing to resolve the grievance in the first step, the steward shall, within two (2) working days of receipt of the Undersheriff's disposition, take up the matter with the Sheriff or his designated representative. The Sheriff or his designated representative shall, within seven (7) working days of receipt of the grievance, record his disposition on all copies of the grievance, and return two (2) copies to the steward. If the matter is not satisfactorily settled or adjusted in the Step, the steward shall then forward the matter to the Union who may then process the grievance to the next Step.

(c) Step 3. Failing to resolve the issue in the second step, the Union shall, within five (5) working days of the Sheriff's disposition, contact the County Administrator to arrange a meeting between the Union and the Employer to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts the Employer unless a longer time is mutually agreed upon. If the parties in this Step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

(d) Any and all grievances resolved at any Step of the grievance as contained in this Agreement shall be final and binding on the Employer, the Union and any and all unit employees.

(e) Grievances shall be processed from one Step to the next within the time limit prescribed in each of the Steps unless a time limit is mutually extended. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next Step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next Step by the Union within the prescribed time limits or such extension which may be agreed to, shall be automatically considered settled and closed upon the basis of the Employer's last disposition.

(f) The Employer shall not be required to pay back wages for periods prior to the filing of the grievance provided that in the case of a pay shortage, of which the employee had not been aware before receiving his pay, any adjustments

made shall be retroactive to the beginning of that pay period, providing the employee files his grievance within three (3) days after receipt of such pay. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that he may have received from any source during the period in question.

(g) Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.

(h) The parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that once an employee has elected to pursue a remedy by State statute or County ordinance for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing.

Section 2. Arbitration.

(a) In the event that any grievance or dispute growing out of the interpretation or application of this Agreement is not settled through the grievance procedure of the preceding Section, the Union may request arbitration within thirty (30) days from the last disposition thereof under Step 3 of Section 1 above. All such requests shall be in writing, addressed to the County Administrator and to the Sheriff, and shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, and the basis on which such violation is claimed. If not so requested within said thirty (30) day period, the matter shall be considered settled on the basis of the last preceding disposition thereof.

(b) Not more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.

(c) If the parties fail, within ten (10) days from the date the Employer receives such request, to agree upon an impartial arbitrator, the Union may submit the matter and obtain a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The matter may be submitted to one (1) arbitrator chosen by mutual agreement from the panel of seven (7) arbitrators. If the parties are unable to agree upon an arbitrator from this panel, the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator.

(d) After designation of such arbitrator, a hearing shall be held as soon as practicable and the arbitrator shall issue an opinion and award, both in accordance with said rules, which shall be final and binding on the parties and the employee(s) involved. Said award shall be subject to any law or governmental regulation applicable thereto.

(e) The fee of the arbitrator, his travel expenses and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing on behalf of either party shall be borne by the party incurring them.

(f) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he have power to establish or change any classification or wage rate, to rule on any claim arising under an insurance policy or retirement claim or dispute, or to rule on any matter covered by a statute or ordinance. The arbitrator shall have no authority to render a decision that would in any way, directly or indirectly, require the Employer to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by law, or, which by this Agreement are reserved to the Employer. Any award of the arbitrator shall not be retroactive more than thirty (30) days prior to the date the grievance was first submitted in writing in accordance with the grievance procedure established in this Agreement. The arbitrator's decision shall be final and binding upon the Union, Employer and employees, subject to applicable law.

Section 3. Administrative Procedures. No action will be instituted by the Union in any court or before any administrative tribunal or agency until all of the grievance and arbitration procedures established herein have been followed. If the grievance also includes an alleged violation of other rights which may be pursued in court or before administrative tribunal, an employee shall expressly waive any such rights if he proceeds to have his grievance determined by an arbitrator. The arbitrator's decision shall be final and binding on the Employer, the Union and employee, provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded his jurisdiction, or that such decision was obtained through fraud or other unlawful action.

ARTICLE VI

SENIORITY

Section 1. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Sheriff's Department since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work in the Sheriff's Department. Classification seniority shall be defined as the length of an employee's service within a job classification covered by this Agreement. Seniority and classification seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order or surnames; provided, however, that any employee who changes surnames between commencement of work and acquisition of seniority shall be placed on the seniority list according to their surname at the time of commencement of work. The

application of seniority and classification seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 2. Probationary Period. All employees shall be considered to be on probation and shall have no seniority or classification seniority for the first twelve (12) months of employment following their first day of work for the Sheriff's Department, after which time the employee's seniority and classification seniority shall be retroactive to their last date of hire. Employees who have not completed their probationary period 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 to the grievance procedure. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority or classification seniority among probationary employees.

Section 3. Seniority List. The seniority list on the date of this Agreement shall show the names and classifications of all employees in the bargaining unit. The Employer will keep the seniority list up to date from time to time and will furnish the Union an up-to-date list upon request.

Section 4. Loss of Seniority. An employee's seniority with the Employer shall terminate for any of the following reasons:

- (a) He quits.+
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement or by the Courts.
- (c) He is laid off and not recalled to work within two (2) years or the length of his seniority, whichever is the lesser.
- (d) He fails to return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- (e) He fails to report for work on the required date at the end of an unauthorized leave of absence, including an unpaid sick leave or vacation, unless otherwise excused by the Employer.
- (f) He is absent without authorization on two (2) occasions within one (1) contract year, except where he is able to establish legitimate reason.
- (g) He is absent for three (3) consecutive working days without notifying the Sheriff, or his designated representative. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. The employee may submit the matter to the grievance procedure within the time limits prescribed.
- (h) The employee retires.

Section 5. Transfer to Non-Bargaining Unit Position. An employee who is transferred to a position within the Sheriff's Department not covered by this Agreement shall retain all accrued seniority and classification seniority, but shall not accumulate any further classification seniority. An employee who returns to the bargaining unit after having been transferred to a position not covered by this Agreement may be placed in any job classification with a current vacancy or may displace another employee with less seniority in a job classification to which the returned employee has the necessary qualifications, skill, ability and experience to perform. In the event that the Employer returns an employee to the bargaining unit, the employee's classification seniority shall recommence as of the date the employee returns to the bargaining unit.

ARTICLE VII

LAYOFF AND RECALL

Section 1. Layoff. When it is determined by the Employer that the work force in a particular job classification is to be reduced, the Employer shall lay off employees in the following order:

- (a) The first employee or employees to be laid off shall be part-time, temporary or irregular employees in the particular job classification affected by the layoff.
- (b) The next employee or employees to be laid off shall be probationary employees (if any) in the particular job classification affected by the layoff.
- (c) Further layoffs from the affected classification shall be accomplished by inverse order of classification seniority; provided, however, that the remaining senior employee or employees have the necessary qualifications, skill, ability and experience to perform the remaining required work.

Section 2. Displacements After Layoff. Employees with seniority who are laid off shall be entitled to displace an employee in a lower job classification covered by this Agreement under the following conditions:

- (a) The laid off employee has greater seniority than the employee to be displaced.
- (b) The laid off employee presently has the necessary qualifications, skill, ability and experience to perform in an effective and efficient manner the work in the other job classification.
- (d) The laid off employee elects to exercise their displacement rights within three (3) working days of notification of their layoff.

An employee displaced under this Section shall be laid off unless that employee is also entitled to exercise displacement rights under this Section. An employee exercising

displacement rights under this Section retains the right of recall to their former classification.

Section 3. Recall. When it is determined by the Employer to increase the work force in a job classification after a layoff, employees with seniority previously laid off from that job classification will be recalled in inverse order of layoff, provided that the recalled employee presently has the necessary qualifications, skill and ability to perform in an effective and efficient manner the required work. The Employer may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure set forth in Section 4.

Section 4. Recall Procedure. Notice of recall shall be by telephone and confirmed by certified mail with return receipt requested. If the employee fails to report for work within fourteen (14) days from the date of mailing notice of recall, he shall be considered to have voluntarily quit. It shall be the employee's sole responsibility to keep his current telephone number and address on file with the Employer on the approved form.

Section 5. Layoff Disputes. Any claim of irregularity must be filed with the Sheriff within three (3) working days from layoff and, if filed, may be made the subject of a special conference. If not resolved thereby, it shall then be subject to the grievance procedure.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. General. A leave of absence is a written authorized absence from work without pay. A leave shall be granted, denied, or extended by the Employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his application. Only a permanent full time employee who has worked continuously for the Employer for one (1) year or more shall be granted a leave of absence.

Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing.

(a) Leaves requested due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and the reason therefore.

(b) In no event shall the duration of any leave exceed twelve (12) calendar months unless extended by the Employer.

(c) All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Further extension beyond the return date designated may be granted after thorough investigation and upon a finding by the Employer that extension of time is necessary and just.

(d) If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his job. Employees shall not accept employment elsewhere while on leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer, if not approved, while on a leave of absence shall result in immediate discharge.

(e) Failure to return to work on the exact date scheduled shall be cause for termination.

(f) No employee shall return to work prior to the expiration of his leave unless otherwise agreed to by the Employer.

Section 2. Military Leave. The re-employment rights of employees will be limited by applicable laws and regulations.

(a) Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve or Air Force Reserve are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties without loss of pay during which time they are engaged in active duty for defense training. Such leave time shall not exceed two (2) calendar weeks.

(b) Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.

(c) Employees within this bargaining unit who shall be inducted into the Armed Services of the United States or who shall volunteer for such service, shall upon completion of such service be reinstated to their former position or to a position of like seniority, status and pay, with the further provision that the length of service with the Armed Services shall be included in the determination of their seniority, status and pay upon such reinstatement; provided that they shall be honorably discharged from the said military service, that the employee is still mentally and physically qualified to perform the duties of such position and that application for re-employment is made within ninety (90) days, or as such time as provided by federal or state law, subsequent to such honorable discharge or from hospitalization continuing from discharge for a period of not more than one (1) year.

Further extension beyond the return date designated may be granted by the Employer after thorough investigation and upon a finding by the Employer that extension of time is necessary and just.

Section 3. Jury Leave. Any employee of the Sheriff's Department who is required to report for jury duty or actually performs jury service, shall either take a vacation day or days and be allowed to retain fees paid by the court or shall accept the fees and immediately endorse them back to the County General Fund, if receiving County

payment of salary for time spent on a jury; as a witness or as a member of a board; exclusive of mileage reimbursement.

Section 4. Union Leave. Leaves of absence without pay may be granted, under normal conditions, to an employee elected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed one (1) employee at any one time, and the number of working days will not exceed six (6) in any one (1) calendar year.

Section 5. Educational Leave. An employee wishing to further his education in his chosen profession may be granted educational leave for a maximum of one (1) year without pay. The employee who is granted an educational leave must return to his previous classification according to seniority. This leave may be extended by mutual agreement.

Section 6. Personal Leave Days. Each non-probationary employee shall be entitled to take three (3) personal leave days without loss of pay during each contract year. Request for such personal leave days must be made in writing and submitted to the Sheriff at least two (2) weeks in advance of the date requested. Two (2) of the three (3) personal leave days provided to employees shall not be denied if overtime has to be paid to cover the requested shift; the third personal leave day may only be taken if overtime does not have to be paid to cover the requested shift. An employee's proper request will be granted whenever possible, provided it does not interfere with efficient operation of the Department.

Section 7. Family and Medical Leave. Employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the 12 month period immediately preceding the commencement of the requested leave are eligible for leaves of absence for any one, or more, of the following reasons:

- (a) The birth of a son or daughter, and to care for the newborn child;
- (b) The placement with the employee of a son or daughter for adoption or foster care;
- (c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- (d) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.
- (e) Because of a qualifying exigency arising out of the fact that your spouse, son or daughter, parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- (f) Because you are the spouse, son or daughter, parent; next of kin of a covered service member with a serious injury or illness.

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

Employees on leaves of absence under this section shall be paid in accordance with the following:

(1) In instances where the leave is needed due to the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order:

- (a) Paid sick leave
- (b) Paid personal leave
- (c) Paid vacation

(2) In instances where the leave is needed for reasons other than the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order:

- (a) Paid personal leave
- (b) Paid vacation

As a condition of the leave, employees must utilize available paid leave in the order set forth above and cannot elect to have unpaid leave in order to retain paid leave for use at other times. Upon the exhaustion of accrued paid leave days, the remainder of the leave shall be without pay. While on leave, an employee's coverage under any group health plan shall be continued on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.

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

Section 8. Injury, Illness and/or Pregnancy. After completion of the twelve (12) week family and medical leave requested because of a serious health condition that made the employee unable to perform the functions of their job, a supplemental disability leave of absence will be granted to employees with seniority who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits or other paid time and thereafter shall be without pay or benefits. An employee may be on leave for a period of not more than one (1) year. The Employer

may request at any time, as a condition of continuance of a leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination, and if appropriate, require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work, and in all such cases, the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer in writing of any condition which will require a leave of absence under this Section, together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee within thirty (30) calendar days after the employee first learns of the need to request a leave or the employee shall be deemed to have waived any right to leave. All employees returning to work from a leave of absence must present a physician's certificate indicating that the employee is physically and medically able to perform the employee's job. The Sheriff will then have two (2) weeks within which to reinstate and place the employee, in accordance with the seniority provisions of this Agreement.

ARTICLE IX

WORKING HOURS

Section 1. The regular work shift shall consist of eight (8) hours, ten (10) hours or twelve (12) hours, which shall include a paid lunch period of one (1) hour whenever feasible. Work schedules and the starting and quitting time for all shifts shall be established by the Sheriff. Work schedules shall be posted at least seven (7) days in advance whenever possible, provided, however, that the Sheriff reserves the right to change the work schedule where circumstances require that it be changed. If permanent changes are made in working shifts, the Sheriff shall post such changes in writing at least ten (10) days before they are to go into effect whenever possible.

The Sheriff shall not change the work shifts for employees arbitrarily or capriciously.

Section 2. Paid Rest Periods. Employees may take a fifteen (15) minute rest period in the first half of their work period and a fifteen (15) minute rest period in the second half, at times approved by the supervisor.

Section 3. Overtime. All employees shall be obligated to accept overtime work assignments. In assigning overtime, the Employer will attempt to equalize the overtime opportunities of employees within the classification where the work occurs by offering the work in the order set forth in the current overtime preference list. The overtime preference list shall list all employees by classification and in order of amount of overtime offered or worked during the contract year, with the employee having the least overtime offered or worked at the head of the list. The overtime preference list shall be updated monthly by the Chief Steward and shall be posted and the Employer shall be entitled to rely conclusively on its accuracy in making overtime assignments.

Section 4. Premium Pay. Employees shall receive time and one-half (1-1/2) their straight time regular rate of pay for all hours actually worked in excess of their regular

work shift or eighty (80) hours in a bi-weekly pay period. Time and one-half (1 1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked on holidays recognized under this Agreement. There shall be no pyramiding of premium pay.

Section 5. Subject to Section 12, the Sheriff's Department policy regarding the manning of patrol cars shall be that during the hours of darkness the patrols shall be two (2) officer units except when circumstances arise when only one officer (1) is available, then the patrols shall be one officer units until 10:00pm. The Sheriff shall determine the number of personnel required to transport prisoners at any time. In determining whether more than one (1) person should transport prisoners, the Sheriff shall consider the nature of the crime involved any history of violence, the prisoner himself, and the distance involved. Two (2) persons (either Department personnel, court officers or officers of another police agency, where applicable) shall ordinarily be used to transport four (4) or more criminal felons, or to transport prisoners to a state correctional facility.

Section 6. An employee's scheduled days of work shall not be changed for the purpose of avoiding overtime pay provided under this Agreement. This shall not, however, restrict the Sheriff from changing the work schedule for other reasons. This shall also not restrict such changes for the purpose of avoiding overtime pay if it is agreeable to the employee who would have received the overtime.

Section 7. Employees who are required to double back and work two full shifts during a twenty-four (24) hour period shall be compensated at the rate of one and one-half (1-1/2) times their straight time hourly rate of pay for the second shift worked during the twenty-four (24) hour period, except that this provision shall not be applicable to cases involving overtime work at the beginning or end of an employee's regular shift, cases involving scheduled overtime, employees regularly assigned to a twelve (12) hour shift, or cases where an employee volunteers for doubling back.

Section 8. Employees called back to work after completion of their regularly scheduled shift shall receive time and one-half (1-1/2) their straight time regular rate of pay for such time with a guaranteed minimum of three (3) hours.

Section 9. In lieu of overtime pay, an employee may take compensatory time off, subject to the approval of the Sheriff. Such compensatory time shall amount to one and one-half times the amount of overtime actually worked and shall be taken at a time mutually agreed upon by the Sheriff and the employee.

Section 10. Shift Differential Premium. A shift differential premium of thirty-five cents (\$0.35) per hour shall be paid for any hours worked on the evening shift between 6:00 p.m. and 6:00 a.m.

Section 11. Shift Selection.

(a) Subject to the restrictions described in this Section, seniority employees may select their shift on the basis of time and grade in classification. The shift selection shall be on a three (3) month basis; however, no seniority employee may bid or work on the same shift more than three (3) three-month periods consecutively. The Sheriff may assign

probationary employees prior to the seniority employees indicating their shift preference. The Sheriff may re-assign the least senior employee in mid-shift to a different shift due to legitimate manpower needs of the Department. However, if the least senior employee has already worked the shift he would be assigned to for three (3) consecutive shifts, the employee with the next lowest seniority who has not worked that shift for three (3) consecutive shifts shall be re-assigned.

(b) The Employer agrees not to implement the requirement that bargaining unit employees may not bid or work on the same shift more than three (3) three month periods consecutively. In the event that the Sheriff determines that lack of rotation has been detrimental to the Department, the three (3) three month requirement in Section 11(a) shall be reinstated, with prior notice to the Union.

Section 12. Court Officers. The Employer will hire a pool of individuals who will perform PART-TIME work in the Sheriff's Department. Such work shall not exceed a total of fifty (50) hours per pay period IN TOTAL. Work performed by said part-time employees shall be limited to serving as Court Officers and transporting prisoners to such locations as may be directed by the Employer.

It is further understood that the aforementioned part-time employees may only be utilized for other unspecified duties in exigent circumstances and only after all available Union personnel have been placed on duty.

ARTICLE X

PROMOTIONS/EMPLOYEE EVALUATIONS

Section 1. Promotions within the bargaining unit shall be made in accordance with the following standards:

- 45% - Written examination
- 30% - Oral interview
- 15% - Seniority
- 10% - Employee evaluations

Promotions within the bargaining unit shall be made based on the highest combined score. Promotion lists shall be valid for two (2) years after the list is established. In order to be eligible for promotion, an employee must have at least three (3) years of service in both the Department and the classification.

Section 2. Employee Evaluations. The Sheriff reserves the right to utilize a standardized annual evaluation, provided the evaluation process is discussed with the Union bargaining committee prior to implementation. Employees shall receive the evaluation at a meeting with their direct supervisor and either the Sheriff or Undersheriff.

Section 3. Evaluation Disputes. Employees who disagree with their evaluation shall be afforded the opportunity to attach a written rebuttal to the evaluation, which shall be placed in the employee's personnel file.

Section 4. Demotions. In the event that the Sheriff does not believe that an employee who has been promoted within the bargaining unit is either performing adequately or demonstrating the ability to perform the supervisory duties in a satisfactory manner over a long period of time, he may demote the employee, within six (6) months of the promotion, to the position the employee was promoted from. The Sheriff shall submit, in writing, his justification for the demotion. The Sheriff's decision shall be subject to reversal under the grievance procedure if it is arbitrary, capricious or for political reasons.

Section 5. Requirements. The requirements of this Article are inapplicable to the positions of Undersheriff and Chief Deputy, appointment to which shall remain subject to the absolute discretion of the Sheriff.

ARTICLE XI

HOLIDAY PAY

Section 1. Recognized Holidays. The following days shall be designated and observed as holidays for which eligible employees who do not work thereon will be paid except as provided below:

| | |
|------------------|---------------------------|
| New Year's Day | Thanksgiving Day |
| Easter | Friday after Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |
| Labor Day | New Year's Eve Day |
| Veterans Day | |

and such others as are declared as paid holidays by the County Board of Commissioners.

Section 2. Holiday Eligibility. To be eligible for holiday pay, an employee must:

- (a) Work full time and have attained seniority on the date the holiday occurs.
- (b) Worked in full, when scheduled, the Employer's regularly scheduled straight time work day prior to and the Employer's regularly scheduled straight time work day subsequent to the holiday.

Section 3. Minimum Staffing During Holidays.

(a) When the Sheriff implements minimum staffing during a holiday as defined by Article XIII of the collective bargaining agreement, the Sheriff may request that some employees volunteer not to work their regular shift. Employees who volunteer and are excused from work by the Sheriff shall receive holiday pay based on the number of hours they normally work, at their regular rate. For example, employees regularly assigned to an eight hour shift would receive eight hours of holiday pay, employees regularly assigned to a ten hour shift would receive ten hours of holiday pay and employees regularly assigned to a twelve hour shift would receive twelve hours of holiday pay.

(b) Employees who are not scheduled to work and do not work during the holiday are entitled to eight (8) hours pay at their regular rate.

(c) Employees who work during a holiday are entitled to eight (8) hours of holiday pay at their regular rate, plus time and one-half (1-1/2) for all hours actually worked on the holiday.

Section 4. No holiday for which an employee is paid and during which he did not work shall be considered or treated for any purpose under this Agreement as time actually worked by him.

Section 5. Holidays occurring during the vacation period, or paid sick leave, are compensable and shall not be charged against the employee's accumulated time.

Section 6. Whenever the employee is called in to work on a holiday then he shall receive time and one-half (1 ½) plus holiday pay for the day worked.

Section 7. Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore set forth, shall be compensated for such holiday based on eight (8) hours pay at the straight time hourly rate, excluding premiums, of the particular employee.

Section 8. When an employee agrees to work on one of the hereinbefore designated holidays or the day observed in lieu thereof, if any, and does not work as agreed, he shall not receive the pay for such holiday.

Section 9. Employees scheduled to work on one of the hereinbefore-designated holidays, or the day observed in lieu thereof, if any, who do not work shall not receive holiday pay.

ARTICLE XII

VACATION

Section 1. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and the efficient operation of the Department concerned. All vacations must have the approval of the Sheriff. A vacation schedule will be maintained on the bulletin board. During the period from January 1st through February 28th of each year, employees may submit vacation requests for the following period from March 1 through February 28. If the period is suitable and the schedule permits, the Sheriff will grant the request based upon the seniority of the requester, and place a notification thereof on the schedule. Vacation requests received after March 1st in any year will be considered on an as-available basis, but employees should endeavor to provide at least sixty (60) days advance notice of those.

Section 2. When a holiday is observed by the County during a scheduled vacation, the vacation will be extended one (1) day, either before or after, continuous with the vacation.

Section 3. A vacation may not be waived by an employee and extra pay received for work during that period. However, an employee may carry over up to eighty-four (84) vacation hours beyond the end of the year without forfeiture of those days.

Section 4. If an employee becomes ill and is under the care of a duly licensed physician prior to his vacation, his vacation will be rescheduled. In the event his incapacity continues through his anniversary year, he shall be awarded payment in lieu of vacation.

Section 5. Full-time seniority employees will earn credit toward vacation with pay on the basis of one-twelfth (1/12) of annual vacation, for each full month they are on the active payroll of the County.

(a) Employees having at least one (1) year but less than five (5) years of continuous employment shall be eligible for ninety-six (96) hours of paid vacation.

Employees hired after March 15, 1999, having at least one (1) year but less than two (2) years of continuous employment shall be eligible for forty (40) hours of paid vacation.

Employees hired after March 15, 1999, having at least two (2) years but less than three (3) years of continuous employment shall be eligible for eighty (80) hours of paid vacation.

Employees hired after March 15, 1999, having at least three (3) years of continuous employment but less than five (5) years of continuous employment shall be eligible for ninety-six (96) hours of paid vacation.

(b) Employees having at least five (5) years but less than ten (10) years of continuous employment shall be eligible for one hundred twenty (120) hours of paid vacation.

(c) Employees having at least ten (10) years but less than twenty (20) years of continuous employment shall be eligible for one hundred sixty (160) hours of paid vacation.

(d) Employees having at least twenty (20) years of continuous employment shall be eligible for two hundred (200) hours of paid vacation.

Section 6. Vacation leave must be used in consecutive days for at least one (1) week vacation period provided this can be accomplished without interfering with the efficient operation of the Sheriff's Department. Individual vacation days may be taken when such scheduling can be arranged in accordance with the efficient operation of the Sheriff's Department.

Section 7. If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation. Should an employee change his vacation,

he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.

Section 8. Employees eligible for vacation pay will be paid for vacation credits accrued up to their eligibility date at their then current rate. The time during which an employee is absent on paid vacation will be counted as time worked for the purpose of all benefits hereunder.

Section 9. If an employee is laid off or retired or severs his employment, he will receive any unused vacation credit, including that accrued since the last anniversary of his seniority. If such a laid off employee is later recalled, he will be given credit for vacation and vacation pay only with respect to the full months following his recall and up to his next anniversary date in computing his vacation and pay for the following year.

Section 10. In order to be eligible for a vacation benefit as set forth in this Agreement, an employee must have attained the required seniority as of the employee's anniversary date of hire. Upon satisfying this condition, an otherwise eligible employee is entitled to the vacation benefit during the twelve (12) months following the anniversary date of hire in accordance with the scheduling provisions established in this Agreement. The vacation benefit so scheduled has been actually earned during the twelve (12) months immediately preceding the employee's anniversary date of hire. The vacation benefit shall cease to accrue where the employee has not actively worked for at least three (3) consecutive calendar months.

ARTICLE XIII

BEREAVEMENT LEAVE

Section 1. Funeral Leave. An employee shall be granted three (3) consecutive days funeral leave, including the date of the funeral, to attend the funeral for a death which occurs in the employee's immediate family. An employee who loses work from his regularly scheduled hours shall receive his regular rate of pay for such time lost for funeral leave. "Immediate family" means the employee's mother, father, brother, sister, current spouse, child, mother-in-law, father-in-law, grandparents, grandparents of current spouse, brother-in-law, and sister-in-law. Upon proper showing of need, funeral leave may be extended up to an additional two (2) working days to be charged against an employee's accrued vacation pay or paid sick leave, provided arrangements can be made to adequately cover the employee's schedule.

ARTICLE XIV

PAID SICK LEAVE

Section 1. Paid sick leaves will be granted to all employees covered by this Agreement at the rate of eight (8) hours for each month of actual service. No probationary employee shall be permitted to use in excess of twenty-four (24) hours of paid sick leave if they are working eight (8) hour shifts or thirty (30) hours of paid sick leave if they are working ten (10) hour shifts while on probation. An employee shall not accumulate sick leave credit

while on sick leave but shall qualify for payment of holidays and vacations. Exceptions to this rule may be granted by the Sheriff. Maximum accumulation shall be five hundred sixty (560) hours of sick leave. Employees must report the need for sick leave to their supervisors as soon as possible.

Beginning November 4, 1999, the maximum accumulation shall be seven hundred twenty (720) hours of sick leave, for sick leave hours earned after that date. Payment under Section 2 shall be limited to one-half (1/2) of five hundred sixty (560) hours.

Section 2. On termination, payment of unused sick leave days will be paid to all employees in the bargaining unit at the rate of one-half (1/2) of all accumulated sick leave hours. Upon death of the employee, the Employer shall pay the employee's beneficiary one-half (1/2) of all accumulated sick leave hours. Employees who are discharged from their employment in the Sheriff's Department are not eligible for any paid sick leave days under this Section.

Section 3. Claim for sick leave pay must be submitted on a form provided by the Employer. If an employee has been off work due to sickness or accident for three (3) consecutive days, or when the claim for sick leave pay is for the day before or the day after an employee's assigned "days off" in his work schedule, his vacation period or one of the holidays observed by the employee, or where it appears that an employee is abusing the paid sick leave benefit, a statement from a physician may be required by the Employer.

Section 4. Employees may, under the following circumstances only, donate paid sick leave hours for the use of other bargaining unit employees who are disabled due to a non-compensable illness or injury:

- (a) The recipient must have first exhausted all accrued paid sick leave, vacation pay, personal leave days and any other sources of paid time off under this Agreement;
- (b) The recipient shall not receive more than a total accumulation of five hundred sixty (560) hours of donated credit from all donors; and
- (c) No donor may contribute more than ninety-six (96) hours during any contract year.

Donated paid sick leave hours shall be deducted from the employee's accumulated paid sick leave at the end of each contract year.

ARTICLE XV

RETIREMENT/HEALTH INSURANCE/LONGEVITY

Section 1. Retirement Plan. Effective April 1, 2007, the program of retirement benefits provided in Plan B-4 and FAC-3 with the F55 (20) waiver of the Michigan Municipal

Employees Retirement System shall be in effect. Under this Retirement Program, employees as of 1/1/11 will contribute 3.0% of their income each year.

MERS Health Care Savings Program (HCSP)- the Employer will make available the Health Care Savings Program offered through MERS to all eligible employees.

Section 2. Group Insurance.

(a) Hospitalization - Surgical - Medical. The Employer will make available for all eligible employees who elect to participate, a group insurance program covering certain hospitalization, surgical and medical expenses. The insurance program shall be on a voluntary basis for eligible employees. The cost of the required monthly premium for coverage under the insurance program becomes effective within thirty (30) days following date of hire. Other specific terms and conditions governing the group insurance program, including termination and continuance of coverage provisions, are set forth in detail in the master policies and agreements issued by the insurance carrier.

The health insurance coverage will be the Blue Cross/Blue Shield BCN Healthy Blue Living 2 HMO Plan with group dental and vision coverage. Please reference the attached 'Benefits at a Glance' for details of the Healthy Blue Living 2 plan including its features, coverage's, requirements, and any limitations/exclusions. The cost of the required monthly premium coverage under the insurance program shall be paid in full by the Employer for all eligible employees who elect to participate.

Health insurance active employees: Effective January 1, 2004, or as soon thereafter as practical, health insurance for employees hired prior to April 1, 2001 will be Blue Cross/Blue Shield Community Blue PPO Plan 2 (see Appendix B), with group dental and vision coverage. The co-payment for the prescription drugs will be \$10 for generic and \$40 for name brand. Mail order prescription drugs will be covered, with two (2) co-payments required for three months' supply. The County will not reimburse an employee for prescription drugs. The office visit co-pay will be \$20. The deductible is \$100/\$200. The County will self-insure the difference between \$500 and \$1,000 on the annual (in network) family co-pay providing the employee submits the corresponding explanation of benefits and receipts. Submission can be made after the employee reaches \$500 or at year-end. The cost of the required monthly premium coverage under the insurance program shall be paid in full by the Employer for all eligible employees who elect to participate.

For employees hired on or after April 1, 2001, the County will provide the health insurance listed in the previous paragraph for the employee only. The employee may purchase health insurance for their spouse and/or dependants on a pre-tax basis. After the employee has worked for the County for five continuous years, the employee may have their spouse and/or dependants covered at the County's expense, on the next open enrollment date. An employee may not be enrolled in both the County's and their spouse's coverage.

(b) Opt Out Provision. Full-time employees who provide proof that his/her spouse has health insurance may opt out, and receive payment provided that they opt out for a

period of six (6) months. At the employee's option, employees may direct that the semi-annual payment be placed in the deferred compensation plan. Employees may re-enter during the six-month period and receive a pro rata payment, if their spouse loses health insurance.

For employees hired prior to January 1, 2001, the opt out payment will be 35% of the premium savings or \$5,000, whichever is lower.

For employees hired after April 1, 2001, the opt out payment will be \$700 annually to completely waive the insurance.

For employees hired after April 1, 2001, after the five years of continuous service noted above, the opt out payment will be \$1,000 if the employee waives coverage for themselves, their spouse and dependants.

(c) Re-opener. The County may reopen the contract once for health insurance only on or after January 1, 2011, if its health insurance costs have increased 15% in a calendar year or if any new insurance plan or carrier or product becomes available.

(d) Life and AD&D. Commencing the first (1st) full pay period beginning on or after the effective date of this Agreement, the Employer will provide all eligible employees fully paid term life insurance (\$15,000) and accidental death and dismemberment insurance (\$10,000). Term life insurance and AD&D shall be furnished by the County effective from date of hire.

An employee who dies while actively employed with the County shall have paid to his/her beneficiary the following payments:

- (1) All accumulated and unused sick leave (see Article XIV, Section 2)
- (2) All accumulated and unused vacation and personal leave
- (3) All accumulated and unused compensatory time.

Section 3. Longevity Benefits. The following longevity payment plan for eligible employees is established by the County:

Continuous Service Required: Five (5) years but less than ten (10) years - \$200.00; Ten (10) years but less than fifteen (15) years - \$300.00; Fifteen (15) years of more - \$350.00.

ARTICLE XVI

UNIFORMS AND EQUIPMENT

Section 1. Uniforms and Equipment. The County shall provide uniformed command officers with a uniform and equipment complement which shall include 4 long sleeve shirts, 4 short sleeve shirts, 3 pairs of pants and other specified items subject to such rules for the preservation, use and care of such items as the County shall provide. The uniform and equipment complement shall be the property of the County.

It shall be the responsibility of the employee to clean and otherwise maintain the uniform and equipment complement. The County shall provide an annual uniform cleaning allowance of \$450.00 for all employees required to wear uniforms, which shall be paid to employees during the first pay period in January of each year. The Detective Sergeant shall receive a \$450.00 annual clothing allowance in lieu of uniforms otherwise to be provided under this Section.

The County reserves the right to establish a procedure for properly marking or otherwise identifying all items constituting uniform and equipment complements.

ARTICLE XVII

GENERAL

Section 1. Authorized Union Visits. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to occurrence of such visits. The Employer will continue to provide to the employee such legal assistance as is now provided when civil action is brought against an employee as a result of the acts occurring when and while said employee is in the performance of his police duties and responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee.

Section 2. Training Reimbursement. The Employer shall pay the tuition, expenses and provide proper transportation for training schools as assigned. Any employee designated to attend training schools benefiting both the County and the employee will also receive mileage at the same rate as provided to County employees if the class is held outside of Cheboygan County and if transportation is not otherwise available.

Section 3. Defective Equipment. If equipment should be regarded as defective, an employee should immediately inform his immediate supervisor and present a written list of defects. If the supervisor determines the equipment to be defective, he shall cause the same to be stored until cleared by an appropriate specialist as fit for service. If the supervisor determines the equipment to be fit for service, he must so notify the employee in writing.

The Employer shall not require employees to utilize equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Section 4. Accidents. An employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with these provisions shall subject such employees to disciplinary action, by the Employer.

An employee, who is injured while on the job and cannot continue at work, will be paid for the remainder of his shift.

Section 5. Bulletin Boards. The Employer will provide reasonable space on present bulletin boards which may be used by the Union for posting notices of the following types:

- (a) Notices of recreational and social events.
- (b) Notices of elections.

Section 6. Equipment. The Employer shall furnish all equipment deemed necessary to perform the duties assigned their classification, such as helmets, nightsticks, first aid kits, flares, raincoats, shotguns, handguns and ammunition and keep same in safe operating condition.

Section 7. Witness Fees. Employees of the bargaining unit who may be required to appear in court on civil or criminal matters or before Commissions as may be related to their work, on days off or other authorized off duty time, will be paid a minimum of three (3) hours at time and one-half (1-1/2) for their set appearance in lieu of any witness fees, which fees shall be delivered to the Employer before the employee becomes entitled to benefits under this provision.

Section 8. Computation of Benefits. All regularly scheduled hours which an employee does not actually work but for which he is paid shall count as hours worked for purposes of computing overtime premiums.

Section 9. Time Sheets. The Union shall have the right to examine the time sheets and other records of the Employer pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. Upon request by the Union, such records shall be furnished by the Employer for inspection.

Section 10. Policies and Procedures. The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, policies and procedures concern working conditions. If the Union believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement, a grievance may be filed within five (5) days after the establishment or application of such rule, etc., whichever first occurs, and thereafter considered in accordance with the grievance procedure.

Section 11. Court Appearances. Employees may be required to return from vacation leave for court appearances in criminal cases at the discretion of the Sheriff. The Employer shall attempt to coordinate employee vacations to avoid conflicts with court dates in civil cases.

Section 12. Off-Duty Hours. Active employees (those who are not laid off, suspended, on leave of absence, etc.) who undertake the performance of Cheboygan County Sheriff Department duties during off-duty hours shall be deemed to be on duty for purposes of worker's compensation, unemployment, liability and all other insurance coverage's provided by the Employer under this Agreement or the laws of the State of Michigan.

Section 13. Personal Property. The Employer agrees to replace personal property damaged in the line of duty under the following guidelines:

- (a) All jewelry is exempt from this provision.
- (b) Watches are not classified as jewelry and will be replaced with a maximum value of replacement of \$50.00.
- (c) Property shall not be replaced where the property would not have been damaged but for the carelessness or negligence of the employee.

Section 14. Working Conditions. The Employer agrees that all conditions of employment relating to wages, hours of work and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement unless said conditions are not provided for in the Agreement, in which case the Employer shall have ten (10) days after receipt of written notice from the Union that it deems a condition to exist, in which the Employer may unilaterally revoke or ratify said condition.

Section 15. Practice Ammunition. Personnel required to qualify with handguns shall be issued up to twenty-five (25) rounds of practice ammunition quarterly, provided they return and account for all spent shell casings before receiving the next issue.

Section 16. Liability Insurance. The Employer shall obtain a Law Enforcement Officers Professional Liability Insurance policy in the amount of at least \$500,000 (\$1,000 deductible) applicable to bargaining unit employees, subject to such terms, conditions and restrictions as may be imposed by the carrier.

Section 17. Training. The employer shall post all schools and/or training seminars. Employees interested in attending shall sign the postings. The Employer shall select the individual(s) to attend training; however, the Employer may not make its decision for arbitrary or capricious reasons or as a form of discipline.

Section 18. New Job Classifications. When a new job is created which cannot properly be placed in an existing classification, the Employer, upon determining the requirements thereof, shall establish a new classification and post the same on the bulletin board, including the description thereof and a rate therefore. If the Union desires to negotiate concerning the rate so established, it shall notify the Employer of that fact within ten (10) working days after such posting and the parties will arrange a special conference on the matter; otherwise, the rate shall become permanent.

Section 19. Physical Fitness Incentive Program.

(a) A physical fitness test shall be administered once a year and shall be scheduled at the discretion of the Sheriff. All personnel are eligible to participate in this voluntary incentive program. Only those deputies who volunteer for the challenge shall be tested. Those who chose not to participate will not be disadvantaged in any way.

(b) The test program will utilize push-ups, sit-ups, and a 1.5 mile run to test, measure and score body strength, endurance and cardio vascular capacity. The Deputy's performance in these three (3) events will determine the level of incentive earned.

(c) Deputies attaining the goals set forth below in push-ups, sit-ups and the 1.5 miles run will be awarded days off (PL days) equal to the lowest level attained in any of the three categories, up to a maximum of three (3) PL days.

Fitness Test Standards

| Ages | Push-ups | | Sit-ups | 1.5 Mile Run (minutes) | | Level |
|--------|----------|-------|---------|------------------------|-------|-------|
| | Men | Women | Women | Men | Women | |
| 20-35 | 60 | 40 | 60 | 10:30 | 11:30 | 3 |
| | 40 | 25 | 45 | 12:00 | 13:00 | 2 |
| | 25 | 12 | 34 | 13:30 | 14:30 | 1 |
| 36-49 | 50 | 30 | 46 | 11:15 | 12:15 | 3 |
| | 35 | 20 | 35 | 12:45 | 13:45 | 2 |
| | 21 | 10 | 28 | 14:30 | 15:30 | 1 |
| 50-60+ | 40 | 20 | 36 | 13:00 | 14:00 | 3 |
| | 26 | 15 | 28 | 14:00 | 15:00 | 2 |
| | 16 | 8 | 22 | 15:00 | 16:00 | 1 |

ARTICLE XVIII

NO STRIKE - NO LOCKOUT

Section 1. No Strike - No Lockout. 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 or employees represented by it 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), for any purpose whatsoever. The Union further agrees that during the life of this Agreement, it will not cause or 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. Any individual employee or group of employees who violate or disregard the prohibition of this Section may be summarily discharged by the Employer without liability on the part of the County Board or Sheriff or the Union. The Employer fully agrees not to cause any lockout of the employees during the term of this Agreement.

ARTICLE XIX

SAVINGS CLAUSE AND OTHER AGREEMENTS

Section 1. If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal the remainder of the Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 2. The Employer shall not enter into any other agreements with employees in this bargaining unit individually or collectively or with any other organization which in any way conflicts with the provisions hereof, nor may such other organizations represent any employees with respect to wages, hours or conditions of employment, or in the derogation of the exclusive bargaining agent of this Union.

ARTICLE XX WAIVER

Section 1. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

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 or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or 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.

ARTICLE XXI

TERMINATION

Section 1. This Agreement shall become effective as of January 1, 2011. It shall continue in full force and effect until December 31, 2013, and from year to year thereafter, unless either party shall give notice to the other of its intention to terminate or modify the same. Such notice may be given at least sixty (60) days, but not more than ninety (90) days, prior to December 31, 2013, or any anniversary date next following said notice. Said notice shall be in writing and shall be sufficient if sent by certified mail addressed if to the Union: to the Police Officers Labor Council, 667 E. Big Beaver, Suite 205, Troy, MI 48083-1413 and, if to the Employer: addressed to Cheboygan County Clerk, County Building, Cheboygan, Michigan 49721, or to such other address as either party may designate in writing.

CHEBOYGAN COUNTY BOARD OF
COMMISSIONERS

POLICE OFFICERS LABOR COUNCIL

Chairperson, Cheboygan County
Board of Commissioners

Local Unit Steward

County Administrator

Local Unit Alternate Steward

Sheriff of Cheboygan County

POLC Staff Representative

APPENDIX "A"

WAGES

To be effective the first (1st) full Pay period commencing on or after the dates indicated, the following wage rates shall be effective for:

| <u>Sergeants:</u> County Sheriff's Department Road <u>Date</u> | 110% of Then Current Cheboygan Patrol Base Wages, Maximum Rate* |
|--|--|
| January 1, 2007..... | \$ 21.14/hr |
| January 1, 2008..... | \$ 21.78/hr |
| January 1, 2009..... | \$ 22.43/hr |
| January 1, 2010-December 31, 2013..... | \$ 23.10/hr |

* **The** wages reflected above include the equity adjustments granted to road patrol deputies. The equity adjustments shall be included in the overtime rate and shall be folded into the base rate effective December 31st of each calendar year.