

**AGREEMENT**

between

BOARD OF COMMISSIONERS and SHERIFF  
FOR THE COUNTY OF EMMET

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN  
ROAD PATROL DEPUTIES

Effective January 1, 2004 — December 31, 2008

## AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2005, between the BOARD OF COMMISSIONERS and the SHERIFF FOR THE COUNTY OF EMMET, together hereinafter referred to as the "Employer," and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, Road Patrol Deputies, hereinafter referred to as the "Union", expresses all mutually-agreed covenants between the parties heretofore.

### ARTICLE I RECOGNITION

1.1: 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 full-time Act 312 eligible employees of the Emmet County Deputy Sheriff's Department including the classification of MCOLES Certified Deputy, MCOLES Certified Court Bailiff, MCOLES Certified Marine Deputy, MCOLES Certified Animal Control Officer, and MCOLES Certified Process Server. Excluding the Sheriff, Undersheriff, Jail Administrator, and all personnel of the rank of Corporal and above, clerks, Corrections Officers, non-certified Animal Control Officer, non-certified Marine Deputy, non-certified Bailiff, and non-certified Process Server.

The terms "employee" and "employees" when used in this Agreement shall refer to and include only those permanent full-time employees who are employed by the County in the collective bargaining unit set forth above. For purposes of this Agreement, a permanent full-time employee is an employee who is working the official workweek on a regular schedule at a job classified by the County as permanent.

### ARTICLE II AGENCY SHOP AND CHECKOFF

2.1: Agency Shop. All employees employed in the bargaining unit, or who

become employees in the bargaining unit, who are not already members of the Union, shall, within ninety (90) days of the effective date of this provision, whichever is later, become members, or in the alternative, shall, as a condition of employment, pay to the Union the membership dues uniformly required of employees of the Employer who are members.

2.2: Checkoff. During the life of this Agreement, the Employer agrees to deduct Union membership dues and/or, in the case of non-Union employees, the service fee equivalent from the pay of each employee who executes and files with the County a proper checkoff authorization form supplied by the Union. The Employer agrees to provide this service without charge to the employee or Union.

- A. A properly executed copy of the written checkoff authorization form for each employee for whom dues 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. (Dues checkoff card is attached hereto as Appendix A.)
- B. Deductions for dues and service fees shall be made from the first twenty-four (24) pay periods of the calendar year, provided the employee has sufficient net earnings to cover the dues. In the event an employee is absent from work during the entire pay period, such deductions shall be made from the first (1st) pay period following that the employee works, together with the deduction for the current pay period. Deductions for each pay period shall be remitted to 28815 West Eight Mile Road, Suite 103, Livonia, Michigan 48152, not later than the next working day following the payday.
- C. In cases where a deduction is made which duplicates a payment already made to the Union by an employee or where a deduction is not in conformity with the provisions of the Union by-laws, refunds to the employee will be made by the Union.
- D. The Union shall notify the Employer in writing of the proper amount of dues, and service fees and any subsequent changes in such amounts.
- E. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

- F. The Employer shall not be liable to the Union by reason of the requirements of the 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 hold the Employer harmless for any and all claims arising out of its agreement to deduct dues and/or service fees.

ARTICLE III  
RIGHTS OF EMPLOYER

3.1: Management Rights. The Employer, on its own behalf and on behalf of its electors, hereby reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in, and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing, the right:

- A. To manage its affairs, efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation.
- B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
- C. To subcontract or purchase any or all work processes or services, or the construction of new facilities or the improvement of existing facilities and installations.
- D. To determine the number, location and type of facilities and installations.
- E. To determine the size of the work force and increase or decrease its size.
- F. To hire, assign and lay off employees; to reduce the work week or the work day or effect reductions in hours worked by combining

layoffs and reduction in work week or work day.

- G. To permit municipal employees not included in a bargaining unit to perform bargaining unit work when in the opinion of the Employer this is necessary for the conduct of municipal services.
- H. To direct the work force, assign work and determine the number of employees assigned to operations.
- I. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classification.
- J. To discipline and discharge employees for just cause.
- K. To determine lunch, rest periods, and clean-up times, the starting and quitting time and the number of hours to be worked.
- L. To establish work schedules.
- M. To adopt, revise and enforce working rules with reasonable penalties for violation of such rules and regulations and to carry out cost savings and general improvement programs.
- N. To transfer, promote and demote employees from one classification, department or shift to another.
- O. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.
- P. The management rights reserved in preceding subparagraphs (C) and (G) relative to utilization of employees or services from outside the bargaining unit shall be exercised by the Employer only in such a manner as not to cause or result in layoff of any personnel in the Union due to lack of work.
- Q. The Employer agrees that any discipline or discharge shall be for just cause. In addition to the normal and customary disciplinary action of written reprimands or suspensions, the Union acknowledges that the Employer may also invoke forfeitures at an appropriate level of holiday pay, vacation benefits, or compensatory time.

- (1) Notwithstanding this provision, the Employer, at its sole discretion, may terminate or otherwise sever the employment relationship, with resulting loss of seniority, when an employee has been on long-term disability for a period of eighteen (18) consecutive months, or, has been absent from active duty, whether on a leave of absence defined in Article 15 or otherwise, for a period of twenty-four (24) months, whichever is less. Such termination or severance of the employee relationship, and the resulting loss of seniority, is not subject to the just cause provisions of the contract, and may be exercised at the sole discretion of the employer.
- (2) The just cause provision does not apply to probationary employees.

#### ARTICLE IV UNION REPRESENTATION

4.1: Collective Bargaining Committee. The Employer agrees to recognize one (1) unit President and two (2) Stewards who shall be selected by the Union from employees in the bargaining unit who have completed their probationary period. The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit 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 representatives of the Union and the Employer shall not be required to recognize or deal with any other than those so designated.

Union representatives shall meet with County officials and the Sheriff for the purpose of negotiating modifications to this Agreement. Union representatives shall also act in a representative capacity for processing grievances for members of the collective bargaining unit, as provided in the grievance procedure.

The Employer agrees to pay recognized employee Union representatives for time spent while acting in a representative capacity during the processing of grievances and attending meetings or negotiations with officials of the Employer, but only for the straight time hours they would have worked on their regular schedule.

ARTICLE V  
GRIEVANCE AND ARBITRATION PROCEDURE

5.1: Individual Grievances. Nothing in this Article shall prohibit an individual member of this unit from filing a grievance on his own behalf.

5.2: Grievance Definition. A grievance under this Agreement is a written dispute, claim or complaint arising under and during this Agreement and filed by an authorized representative of the Union on behalf of that Union or on behalf of an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of written 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.

It is further agreed that only the Union shall have the right to assert and press against the Employer any claim, proceeding or action asserting a violation of this Agreement on behalf of itself or any employee. No employee or former employee shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis, or by reason of any claim that the Union, any Union officer or representative has acted or failed to act relative to the presentation or prosecution of settlement of any grievance or authority or discretion to act or not to act under the terms of this Agreement.

5.3: Grievance Procedure. Should any complaint by an employee arise based upon an event, condition or circumstance allegedly resulting in a violation of an applicable provision of this Agreement, there shall be a good faith effort on the part of the parties to settle such promptly in conformance with the following procedure:

Step One. Verbal Procedure.

- A. An employee and/or Steward who has cause for grievance shall discuss the matter verbally with the employee's immediate supervisor.
- B. Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion.

Step Two. Written Procedure.

- A. If the matter is not resolved by discussion with the supervisor, the grievance shall be reduced to writing and shall contain:
1. Signature of the grievant.
  2. Section alleged to be violated.
  3. Brief statement of facts which gave rise to the grievance, including appropriate dates.
  4. Date of filing of grievance.
- B. Written grievances in the first stage shall be presented to or filed with the Sheriff with a copy to the County Controller within (10) calendar days of the date of the incident or occurrence which it is alleged resulted in the cause of the grievance. If the grievance is not reduced to writing and presented to the Sheriff, with a copy to the County Controller, within ten (10) calendar days of the date of the incident or occurrence which it is alleged resulted in the cause of the grievance, then it shall be considered out of time limits and abandoned.
- C. The Sheriff's disposition shall be in writing and shall be returned to the aggrieved or representative within ten (10) calendar days from the time of written presentation. The ten (10) calendar day requirement may be modified by agreement of the parties.
- D. If an unsatisfactory disposition is returned by the Sheriff, the Union may appeal to Step Three within ten (10) calendar days from the time of the unsatisfactory decision.
- E. If the Sheriff fails to tender a written disposition within ten (10) calendar days, the Union may appeal the grievance directly to Step Three. The ten (10) calendar day requirement may be modified by agreement of the parties.



Step Three. Appeal.

- A. If no agreement can be reached, the Union shall, within ten (10) calendar days of the preceding disposition, present the grievance in writing to the County Controller. Upon presentation of filing, the Employer representatives and the Union shall mutually agree upon a date to meet to consider those grievances, said meeting to be held within ten (10) calendar days hence. The ten (10) calendar day requirement may be modified by agreement of the parties.
- B. The agenda at the Step Three meeting shall be limited to those grievances for which the meeting has been arranged and may be attended by the Union Steward or Chairman of the Union Grievance Committee without loss of pay for any work time lost, and by the International Representative and the Employer's representatives. The aggrieved employee or supervisor or both may be present upon the request of either party.
- C. The Employer's representatives shall issue a written disposition within ten (10) calendar days of the Step Three meeting. The ten (10) calendar day requirement may be modified by agreement of the parties.

5.4: Arbitration Request. The Union may request arbitration of any unresolved grievance by giving written notice of its intent to arbitrate within ten (10) calendar days following receipt of Employer's disposition of the Step Three meeting or the grievance shall be considered out of time limits and abandoned. No request for arbitration may be made until the Union receives the Employer's written disposition, or the expiration of the ten (10) calendar day period without a response from the Employer. Failure of the Employer to respond within ten (10) calendar days shall be deemed a denial. Any request for arbitration made prior to receipt of this disposition (or expiration of the deadline) shall be null and void, and no action may be taken as a result of the arbitration request.

5.5: Selection of Arbitrator. The parties shall obtain a panel of arbitrators from the Federal Mediation and Conciliation Service. Each party shall alternately strike a name from the panel; the remaining name shall serve as the arbitrator.

5.6: Arbitrator's Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written to settle the grievance before him. The arbitrator shall at all times be governed wholly by the terms of this Agreement and he shall have no power or authority to amend, alter or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall duly determine the merits of the grievance if the issue of arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges his limitations of authority and agrees not to decide an issue which is outside of his jurisdiction under this Agreement. The arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan, and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws. Any award of the arbitrator shall not be retroactive prior to ten (10) calendar days from the time the grievance was first submitted in writing; provided, however, that an arbitrator's award as to payroll computation errors may be retroactive for up to one (1) year prior to the time the grievance was first submitted in writing.

The parties understand and agree that in making this Agreement, they have resolved for its terms all bargaining issues which were or could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from Arbitration. Excluded from arbitration are grievances which question the exercise of rights set forth in Section 3.1 of this Agreement entitled "Management Rights" over which the Employer is given unilateral discretion in this Agreement.

The arbitrator shall have no power to establish wage scale rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement.

The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case and awards shall not be binding precedent in like or analogous situations.

It is specifically understood and agreed that in no event shall Employer's condonation of any past infractions of any work rule, regulation, duty, responsibility, or policy be found to mitigate, in whole or in part, any discipline imposed by the Employer for any current infraction of any work rule, regulation, duty, responsibility, or policy, nor shall an arbitrator so find. It is further specifically understood and agreed that in no event shall any discipline imposed on any employee be mitigated, in whole, or in part, due to the length of the employee's service with the Employer, except in the sole discretion of the

Employer, nor shall an arbitrator have the power to mitigate any discipline imposed by the Employer based solely upon the employee's length of service with the Employer. Arbitration awards shall be final and binding on the Employer, Union, and employees. However, each party reserves the right to challenge, through civil litigation only, arbitration or awards thereunder if the arbitrator has exceeded his jurisdiction or has arrived at his award fraudulently or by improper means.

The fees and expenses of the arbitrator shall be shared equally by the parties, including those instances where the parties reach settlement either prior to, during, or after a hearing. Parties shall each pay their own respective costs, including wages of witnesses called by that party.

5.7: Time Limitation. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time limits are not followed by the Union or grievant, the grievance shall be considered settled in accordance with the Employer's last answer made. If the time limits are not followed by the Employer, the grievance may be advanced to the next step by the Union. The time limits established herein may be extended by mutual agreement in writing.

ARTICLE VI  
STRIKES AND ILLEGAL ACTIVITY

6.1: No Strike. The parties, including the individual members of the Union, acknowledge the continuous and uninterrupted provision of services by the Employer and orderly collective bargaining relations between the Employer and the Union to secure prompt and fair disposition of grievances are essential considerations for this Agreement. The grievance and arbitration procedure set forth in this Agreement shall be and are the exclusive method of resolving any dispute, controversy, disagreement, complaint or grievance and the Union members acknowledge and agree unequivocally that there shall be no right to strike for any reason during the term of this Agreement. The Union and its members, individually and collectively, agree that during the term of this Agreement, neither it nor its officers, agents, representatives, stewards, committeemen or its members will for any reason, directly or indirectly, call, sanction, encourage, honor or take part in any strike, walkout, slowdown, work stoppage, sympathy activity, limitation of service, boycott, picketing of or any other curtailment or restriction of work or interference with the peaceful and normal operations of the Employer or its provision of service, or interfere with work in or about or access to the Employer's operations, buildings, property or premises, wherever located.

6.2: Penalty. Any employee who engages in any activity prohibited by the foregoing section shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for such violation. Any appeal to the Grievance Procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by the foregoing Section.

## ARTICLE VII SENIORITY

7.1: Seniority Definition. Seniority is defined as the length of the employee's continuous service with the Emmet County Sheriff's Department commencing from his last date of hire. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

For purposes of the lay-off and recall provisions of Article VIII, seniority within a bargaining unit is defined as the length of the employee's total service within a given bargaining unit commencing from his last date of hire. In cases where two or more employees have the same length of seniority in a unit, the seniority shall be determined by alphabetical order, as set forth above.

7.2: Probationary Period.

- A. All new employees shall be considered probationary employees for a period of one (1) year. If an employee is absent in excess of five (5) days during the one (1) year probationary period, his/her probationary period shall be extended for a like amount of workdays.
- B. The Union shall represent probationary employees for the purpose of collective bargaining; however, probationary employees may be terminated or laid off at any time by the Employer in its sole discretion and without regard to this Agreement, and neither the employee nor the Union shall have recourse to the Grievance Procedure over such termination or layoff.
- C. During the probationary period, an employee shall be eligible for employee benefits unless expressly provided otherwise in this

Agreement. After an employee has successfully completed his probationary period of employment, he shall become a regular full-time employee. His seniority shall be retroactive to his last date of hire.

7.3: Seniority List. The seniority list on the date of this Agreement shall show the names, classifications and dates of hire of all employees in the bargaining unit. The Employer will keep the seniority list up to date and will furnish the Union an up to date list semi-annually.

7.4: Loss of Seniority. An employee shall lose his seniority, and the employment relationship shall end for any of the following reasons:

- A. He quits or retires.
- B. He is discharged or terminated, and the action is not reversed through the Grievance Procedure, arbitration, or litigation.
- C. He is absent from work, including the failure to return at the expiration of a leave of absence, vacation, layoff, or disciplinary layoff for three (3) consecutive working days without notifying the Sheriff, excepting extenuating circumstances. This is not to be construed as limiting the right to issue discipline for any unjustified absence.
- D. He has been on layoff for a period of time equal to his seniority at the time of his layoff or twelve (12) months, whichever is less.
- E. He is convicted of a felony (except in an out-of-state concealed weapons charge).
- F. He is declared mentally incompetent by a Probate Court of competent jurisdiction.
- G. He makes an intentional and material false statement on his employment application or on an application for leave of absence or any other official police report.
- H. He has been on long-term disability for a period of eighteen (18) consecutive months, or has been absent from active duty, whether on a leave of absence defined in Article XV, or otherwise, for a period of twenty-four (24) months, whichever is less. This provision does not apply to layoffs, which are governed by Section

7.4(D) above.

ARTICLE VIII  
LAYOFF AND RECALL

8.1: Layoff Procedure. All reductions in the work force shall be accomplished in the following manner:

- A. No permanent employee within a bargaining unit shall be laid off from his position in that unit while any temporary or irregular employees are serving in the same position in that bargaining unit.
- B. The layoff procedure shall be implemented using seniority within the affected bargaining unit as the basis for determining layoffs. The first employee to be laid off shall be the employee with the least seniority in the classification or rank affected within the bargaining unit, provided however, that the remaining senior employees within that unit have the experience, ability and training to perform the required work. Additional layoffs from the affected classification or rank within the bargaining unit shall be accomplished by the inverse order of seniority for that unit, provided, however, that the remaining senior employees within that unit have the experience, ability, and training to perform the required work.
- C. Upon being laid off from his classification or rank within a bargaining unit, an employee who so requests shall, in lieu of layoff:
  1. Be demoted to a lower classification or rank within the bargaining unit, provided however, that he has greater seniority in the unit than the employee whom he has replaced, and he has the experience, ability, and training to perform the required work.
  2. Upon being laid off from his classification or rank within a bargaining unit, an employee who so requests shall, in lieu of layoff, be transferred to another bargaining unit within the Department, provided however, that he has greater seniority within that bargaining unit than the employee whom he is to replace, and he has the experience, ability, and training to perform the required work.

- D. An employee who is demoted or changes bargaining units in lieu of layoff shall initially be paid the same salary step in the range for the lower position or other bargaining unit to which he has been demoted or moved.

8.2: Recall. An employee who is laid off, demoted, or moved in lieu of layoff shall be recalled to his former classification or rank in order of his seniority when the work force is increased, provided that the employee has not lost his seniority.

8.3: Notification of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the employee's last known address. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within ten (10) days of the date the notice was sent shall be presumed to have resigned, and their names shall be removed from the seniority and preferred eligibility lists.

8.4: Return to Bargaining Unit of Promoted Member. In the event an employee within the bargaining unit is promoted to a supervisory position outside the unit, his seniority within the bargaining unit shall not accrue while in the supervisory position. If, as a result of a change in Sheriff, or by mutual agreement of the employee and the Sheriff, the promoted employee requests to return to the bargaining unit, the employee may return to the bargaining unit, provided, however, that he has greater seniority within the bargaining unit than the employee whom he is to replace, and has the experience, ability, and training to perform the required work.

#### ARTICLE IX WAGES

9.1: Wages and Classifications. A wage schedule with hourly rates by salary step is attached hereto as Appendix B, and forms a part of this Agreement. The pay increase for 2005 will be retroactive to January 1, 2005. Retroactive pay shall apply only to those employees on active duty at the time the Agreement is signed.

9.2: Initial Hire Rate. The Sheriff reserves the right to evaluate prior experience, age, education and training of any applicants for deputy positions and may hire new deputy applicants at steps other than that of Step 1.

9.3: Shift Differential Premium. A shift differential of twenty-five cents (\$0.25) per hour shall be paid for any hours worked between 4:00 p.m. and 12:00 midnight; and a shift differential of thirty cents (\$0.30) per hour shall be paid for any hours worked between 12:00 midnight and 8:00 a.m. The shift premium will be discontinued effective January 1, 2006.

9.4: Payment for Overtime, Shift Differential and Holiday Pay. Shift premium and holiday pay will be made a part of the regular bi-weekly paycheck. This means that any such premium pay accruing in a two-week pay period will be paid in the following pay period. Overtime will be paid on the same basis.

#### ARTICLE X HOURS OF WORK AND OVERTIME

10.1: Overtime. The normal hours of deputies in the Union shall be according to a work schedule prepared by the supervisory personnel in the Sheriff's Department so that deputies work, as normally scheduled time, eighty (80) hours in each two (2) week period. This shall not be considered as a guarantee. The normal duty year for each deputy in the Union consists of 2,080 hours of scheduled work time. It is recognized that the exigencies of law enforcement and the public safety may require deputies to work outside or beyond their regularly scheduled duty hours. Time and one-half of the employee's regular rate of pay shall be paid for all hours worked in excess of eighty (80) hours in any two week pay period. Hours worked, as defined in this provision, shall include all compensated hours for the pay period. Deputies shall be given the opportunity to work any overtime that may become available. If a deputy is not available to work said overtime, the administration may assign a person(s) of its choosing to work said overtime.

10.2: Call-In and Court Time. An employee shall receive a minimum of two (2) hours overtime for any call-in time or court time, but not limited to items mentioned; provided however, that this guarantee shall not apply to call-ins that are contiguous to the employee's regular shift.

#### ARTICLE XI EDUCATION, TRAVEL AND OTHER EXPENSES

11.1: Education and Travel Expenses. The Employer shall pay the registration fee and related necessary expenses and provide transportation for attendance at any educational or training courses which the Sheriff may request an officer



to attend or such other mileage rate uniformly paid throughout and by the County. In the event that transportation is not available and an employee is requested to use his own vehicle, he shall receive mileage allowance at the rate uniformly paid by the County for actual miles driven to and from place of attendance. In case it is necessary to rent a car, a receipt for payment for the rental must be included with the expense account. The rental car is to be used for County business only.

11.2: Business Expenses. Each officer shall receive a food allowance for any day on which he is engaged in County business outside Emmet County. Each officer, while out of the County on official business, shall be provided an allowance per day for necessary lodging. In case two officers are traveling together, they will make every effort to share the same room. The County will reimburse to the employee necessary expenses incurred while out of the County on official business or costs incurred on special assignments or meetings held within the County that employees are requested to attend. All trips must have the prior approval of the Sheriff. Meals, lodging, car rental and parking expenditures must be documented by receipts whenever possible.

11.3: Reimbursement Guidelines. Reimbursement for travel expenses shall be made consistent with the existing County policy for such reimbursement.

11.4: Premium for Advanced Degree. The Employer will pay an additional ten cents (\$0.10) per hour to certified road patrol deputies who have an Associate Degree in Law Enforcement or fifteen cents (\$0.15) per hour for a B.S. Degree in Law Enforcement. The premium for advanced degrees will be discontinued effective January, 1, 2006.

## ARTICLE XII JURY DUTY AND COURT ATTENDANCE

12.1: Jury Duty. Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees shall be paid the difference between any jury compensation they receive and their wages for time necessarily spent in jury service.

12.2: Court Attendance. Employees required, whether by the County of Emmet or any public agency, to appear before a Court of such agency on any matters related to their work for Emmet County and in which they were personally involved, shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Such employees shall be paid the difference, if any, between the compensation they receive from the Court or agency and their wages for time necessarily spent, not exceeding base pay.

ARTICLE XIII  
HOLIDAYS

13.1: Holidays. Holidays for purposes of this Section are defined as:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Day preceding Christmas Day
Labor Day	One-half day preceding New Year's Day

Employees will be granted one additional day off per year to be taken with the approval of the Sheriff or Undersheriff.

- A. Holidays Not Worked. Employees who do not work during any of the above specified holidays shall receive eight (8) hours of pay at their regular hourly rate, exclusive of premiums for each of the holidays specified above. Compensation for a holiday not worked shall not constitute compensated hours in calculating overtime.
- B. Holidays Worked. Employees who work on any of the holidays specified above shall be paid at two and three quarter (2-3/4) times their regular hourly rate for the holiday hours worked.

For the purpose of this paragraph, a holiday is defined as a 24-hour period beginning at 12:00 a.m. of the holiday and ending at 12:00 midnight. To determine whether an employee works on a holiday or not, the starting time of the employee's shift shall be the determining factor. When a deputy starts his shift on a holiday, he shall be considered to have worked his total shift on the holiday even though some hours may overlap into a day that is not a holiday. Conversely, when a deputy commences work on a day that is not a holiday, he shall not receive any credit for working a holiday or portion thereof.

13.2: Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- A. The employee must work his last regularly scheduled day before

and the first regularly scheduled date after the holiday, unless that employee is on an authorized leave with pay or is otherwise excused by the Sheriff.

- B. The employee must not be on layoff or leave of absence.
- C. The employee must not be suspended for disciplinary reasons, provided, however, if such suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay.
- D. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

13.3: Holidays During Vacation. Holidays falling within an employee's vacation shall be paid but no additional time off shall be granted.

ARTICLE XIV  
VACATIONS

14.1: Vacations. Vacations shall be as follows:

After first year of service:	Vacations equivalent to one (1) forty (40) hour work week with pay.
After second through fourth years of service:	Vacation equivalent to two (2) forty (40) hour work weeks with pay.
After fifth through ninth years of service:	Vacation equivalent to three (3) forty (40) hour work weeks with pay.
After tenth through nineteenth years of service:	Vacation equivalent to four (4) forty (40) hour work weeks with pay.
After 20 years of service	Vacation equivalent to five (5) forty (40) hour work weeks with pay.

Request for vacation leave shall be submitted to the Sheriff in writing at least thirty (30) days prior to said vacation leave. The Sheriff shall have the right to determine vacation absences so as not to interfere with the efficient operation of the department.

14.2: Vacation Accrual: New Employees. For new employees, accrual of vacation time shall not take place until the employee has completed one full year of active employment. At the completion of one year's employment, the employee shall have accrued forty (40) hours of accumulated vacation time. This vacation time must be used by the end of the calendar year after the accrual date or will be forfeited. After completion of one year's employment, employee's accrual of subsequent vacation shall occur on a per pay period basis, and shall be subject to the provisions of 14.3 below.

14.3: Vacation Accrual. Accrual of vacation time shall occur on a per pay period basis. The specific amount of vacation accrued per pay period shall be determined by the schedule set forth in 14.1 above. The anniversary date of the employee's date of hire shall be used to measure the rate of accrual. On or about January 1<sup>st</sup> of each year, the Employer will calculate the amount of vacation accrued by each employee in the preceding calendar year. All vacation accrued in the preceding year must be used by the end of the following year or will be forfeited. An employee may not use more than his total accumulated accrued vacation in any calendar year.

ARTICLE XV  
LEAVES OF ABSENCE

15.1: Personal Leave. Employees shall be credited with personal leave of absence time with pay subject to the following conditions and qualifications:

- A. Full-time employees shall be credited on January 1<sup>st</sup> of each year with twelve (12) personal leave days. An additional eight (8) hours of leave shall be available annually to be used on an hourly basis. No accumulation or carryover shall be allowed from year to year.
- B. One (1) day of personal leave credits shall equal eight (8) hours at the employee's regular hourly rate of pay when he takes his personal leave.
- C. Employees shall give the Employer at least twelve (12) hours advance notice of their intent to use a personal day unless sickness or injury prevents same.

- D. The Sheriff may require as a condition of return to work from personal leave a medical certificate setting forth reasons for the leave and ability to return to work when there is reason to believe that the health or safety of the employee or other personnel may be affected. Falsification of any medical certificate or falsely setting forth reasons for any specific injury or illness may constitute grounds for discipline, up to and including dismissal.
- E. In cases where employees have exhausted their personal leave, they may use vacation days to meet the eligibility requirement of the sickness and accident policy.
- F. At the end of each calendar year, any unused personal days shall be paid at the employee's regular rate of pay. Payment for unused time will be made on or about January 10th of each year.
- G. If a holiday falls during a time an employee is on personal leave, the employee will receive holiday pay only and will not be charged a personal day. The employee will receive only the pay for the holiday.

15.2: Sick and Accident Insurance.

- A. Sick and Accident Insurance. All full-time employees shall be eligible for sickness and accident insurance coverage in an amount equal to sixty-six and two-thirds percent (66 2/3%) of their normal gross weekly wage (based upon eighty (80) hours of work per two-week period). These benefits shall be payable from the first (1<sup>st</sup>) day of disability due to accidental bodily injury, or the eighth (8<sup>th</sup>) day of disability due to sickness or illness, for the first ninety (90) days. Additionally, for the first ninety (90) days of short-term disability, the employer will make up the difference from the insurance's sixty-six and two-thirds percent (66 2/3%) to one hundred percent (100%) of an employee's gross weekly wage. Long-term disability insurance will begin on the ninety first (91<sup>st</sup>) day of injury/illness upon certification of disability.

Long-term disability shall provide for sixty-six and two-thirds percent (66-2/3%) of an employee's gross weekly wage (based upon eighty (80) hours of work per two-week period). Long-term disability will continue until the employee reaches age 65 or becomes eligible for normal social security benefits, whichever is

later. The Employer shall to pay the total premiums required for eligible employees.

- B. Health Insurance on S/A. Employees eligible for health insurance under Article XVI of this Agreement shall continue to receive fully paid health care for the first nine (9) months of any non-duty disability, and the first eighteen (18) months of a duty-related disability.
- C. Seniority. Employees may be terminated or otherwise removed from employment, with resulting loss of seniority, when that employee has been on long-term disability for a period of eighteen (18) consecutive months, or has been absent from active duty, whether on a leave of absence defined in this Article, or otherwise, for a period of twenty-four (24) months, whichever is less. This provision applies to all leaves and disability, whether duty related or otherwise, except military leaves as set forth in Article 15.4, and layoffs which are subject to the provisions of Section 7.4D.
- D. 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 a duration of ten (10) working days or less, the employer shall carry the employee as duty injured or ill with no loss of pay or benefits.

15.3 Bereavement Leave. Employees shall be permitted, upon notice to the Employer, to be absent from work without loss of regular pay, but exclusive of holiday or overtime pay, upon the occurrence of the death in the immediate family of the persons named below:

- A. Thirty-six (36) consecutive working hours if based on a 12-hour work day, or forty (40) consecutive working hours if based on an 8-hour work day, upon the death of the employee's spouse, child, mother or father.
- B. Twenty-four (24) consecutive working hours, if based on either a 12-hour work day or an 8-hour work day, upon the death of the employee's sister, brother, grandchild, mother-in-law or father-in-law.
- C. Twelve (12) consecutive working hours if based on a 12-hour work day, or eight (8) consecutive working hours if based on an 8-hour work day, upon the death of the employee's grandparent, brother-

in-law or sister-in-law.

- D. If additional time is needed, the employee may be allowed personal, general leave, or vacation time.

If an employee is absent under this provision while on vacation, upon advance notice to the Employer, the employee's vacation time shall be credited with such funeral leave days.

15.4: Military Leave. Employees required by law to enter the Armed Services shall be granted a leave of absence for the period of compulsory service. Employees who enlist in the Armed Forces will be granted Military Service leave not to exceed the duration of one enlistment.

Employees returning from Military Leave of Absence must indicate that they are ready, willing and able to return to County employment within ninety (90) days after release from active service.

Employees on military leave who are inductees, on reserve, or members of the National Guard shall receive credit toward their seniority for all time spent in active duty in the armed services up to four (4) years.

15.5: Union Leave for Officers. In the event that a Union officer(s) is/are selected by this Union to perform any task or attend any meeting or institute which necessitates a leave of absence, they shall be granted such leave of absence up to seven (7) working days in any one (1) year without pay or loss of seniority.

15.6: Leaves For Good and Sufficient Cause. Leaves of absence, without pay, for good and sufficient cause, may, upon mutual consent of the parties hereto, be granted for a period of thirty (30) days. Such leaves of absence may be extended upon mutual consent of the parties hereto. Any employee who engages in other employment will be considered as having quit.

15.7: Maternity Leaves of Absence. Maternity leave will be treated as a medical leave of absence.

15.8: Non Accumulation of Fringe Benefits. Vacations, holidays, sick leave and other fringe benefits (unless otherwise stated) will not accumulate while an employee is on leave of absence. However, a leave of absence will not be considered an interruption of continuous service for the purpose of eligibility for such benefits after return to work, except as set forth in Article 7.4H. above.

15.9: Family Medical Leave Policy. The Employer's Family and Medical Leave Policy is specifically incorporated by reference into this Agreement.

ARTICLE XVI  
INSURANCE

16.1 Medical and Hospitalization Insurance. The Employer shall pay the full cost of the health and hospitalization insurance consisting of the Community Blue PPO Plan III, including a ten dollar/forty dollar (\$10/\$40) drug card, optical and dental coverage for all employees and their families. This insurance coverage shall be effective on September 15, 2005, October 1, 2005, or a soon thereafter as this agreement is ratified.

An employee may, at his option, elect a different health care plan available to County employees or otherwise, provided however, that the employee pay any difference in premium costs.

The Employer may provide an alternative form of medical and hospitalization insurance so long as the benefits provided in any alternative plan are substantially equivalent to those identified above.

An employee who provides evidence of other, comparable insurance coverage, may "opt out" of the Employer insurance program. An employee who opts out shall receive the single coverage cost of the applicable Employer-provided insurance. This amount may be used to purchase additional benefits or may be received in cash.

Cost containment programs may be instituted upon agreement of the parties. In the event medical examinations are instituted, the Employer agrees to assume the medical fees for such exam, but each exam shall be scheduled during off-duty hours.

16.2: Life Insurance. Term life insurance in the amount of Fifty Thousand Dollars (\$50,000) with double indemnity for accidental death and dismemberment shall be paid by the Employer on the life of each employee during his period of active employment service. The Employer shall advise the Union as to the name of the insurance carrier, if any. However, the Employer reserves the right to select the insurance carrier or to adopt a self-insurance program.



16.3: Law Enforcement Comprehensive Professional Liability. The Employer shall pay the full cost of comprehensive professional liability insurance for all employees.

ARTICLE XVII  
MISCELLANEOUS

17.1: Uniforms and Safety Lenses.

- A. The Employer shall furnish all full-time employees covered by this Agreement with necessary equipment and uniforms in the amounts up to Four Hundred Dollars (\$400) per calendar year per employee, after the initial outlay of equipment and uniforms. Each full-time employee covered by this Agreement shall care for and maintain his uniform and equipment in a clean, neat and serviceable condition. Employees may carry over uniform allowance credits for a maximum of two (2) years not to exceed Eight Hundred Dollars (\$800).

The Employer agrees to pay for uniform cleaning. It is understood and agreed that the uniforms will be taken to the cleaning establishment designated by the Employer.

- B. All full-time employees covered by this Agreement who normally wear eyeglasses on duty and who desire to have their normal eyeglass prescription prepared with shatterproof safety lens glass shall be reimbursed for the difference in cost between ordinary eyeglass lens and special glass lens material only.

The Employer shall bear the full cost of replacement or repair for eyeglasses damaged or destroyed while the employee was engaged in the performance of his duty.

- C. The Employer shall provide armored vests, and shall replace the vests as recommended by the manufacturer's warranty and specifications. All employees are required to wear the armored vests at all times while on duty, absent prior approval of the Sheriff.

17.2: Ammunitions and Firearms Training. All employees shall be furnished such rounds of ammunition as they may be required to carry when on duty. In addition, there will be provided the amount of ammunition per year to each employee for training purposes, as approved by the firearms instructor. Prior

to the receipt of such ammunition, it shall be the obligation of the employee requesting the ammunition to turn in to the Sheriff the spent brass from his previous supply of training ammunition. In addition, the Employer shall make available a gun range to the Union for the use of the employees.

17.3 Retirement Plan. The Employer shall pay into each employee's individual defined contribution plan account on a bi-weekly basis a sum equal to eight percent (8%) of the employee's base wage and overtime for that pay period. Employees shall be one hundred percent (100%) vested in the plan from their first day of employment.

17.4: Prohibited Duties. Employees covered by this Agreement are law enforcement personnel, and their duties shall not include general maintenance, cleaning, or janitorial work. Employees are required, as part of their duties, to periodically clean the patrol vehicles and are further expected to keep the break areas and other work areas clean and tidy. Employees are expected to keep and maintain clean and orderly work stations and maintain high standards of professional cleanliness and neatness; it is not contemplated that they shall perform general janitorial services.

Except in cases of emergency, no employee shall be required to operate, as a condition of employment, any motor vehicle, boats or motorized equipment or non-motorized equipment, implements or tools not under the direct control and jurisdiction of the Sheriff. Emergencies include, but are not limited to the fire truck at the Emmet County Airport in the absence of airport personnel, and vehicles belonging to other law enforcement agencies and fire prevention agencies as may be required by emergency situations in the sole discretion of the employee.

17.5: Telephone at Residence. Employees shall be required to maintain telephone service at their residences. No County-owned vehicle shall leave the County except during emergency circumstances without prior approval of the Sheriff.

17.6: Physical Requirements. As physical fitness and conditioning are particularly important in law enforcement, employees, as a condition of continued employment, shall be required to undergo physical examination from time to time as determined by the Sheriff, and shall be required to meet physical requirements reasonably related to the ability to meet the physical demands of grade.

17.7: Accidents or Other Occurrences. An employee shall immediately report to the Sheriff the occurrence of any accident while on duty or job related

damage. The employee shall provide, in writing, a report of said accident incorporating all information requested by the Sheriff.

If an employee is arrested for any offense or shall receive a traffic citation for a moving violation, this shall also be reported immediately to the Sheriff. Failure to comply with this section shall constitute grounds for discharge.

17.8: Off Duty Action. Any employee who takes any police action while off duty shall automatically be determined to be on duty with full rights and benefits of his status as a deputy sheriff.

17.9: Promotions and Job Posting. The Employer agrees that all job openings and promotions which are of a permanent nature within the bargaining unit and which are to be filled, shall be based on the following factors. This procedure shall also be utilized for promotions to a higher rank outside of the bargaining unit, provided however, the Sheriff reserves the right of final selection from the three (3) highest qualified applicants and by agreeing to follow this procedure, the Sheriff has not consented to bargain away his Constitutional rights in regard to wages, hours, terms and conditions of employment for non-bargaining unit personnel.

- A. Promotions shall be on a competitive basis.
- B. Eligible employees must meet the minimum service time requirements.
- C. Employees must have the knowledge and ability.
- D. Written and oral examination shall be given at the time a vacancy occurs, and such exam shall remain valid for a period of twelve (12) months thereafter.
- E. Written and oral examination shall be based on classification vacancy to be filled.

Promotions shall be made with consideration to the following standards:

- 50% - Written examination
- 25% - Past performance, ability, seniority
- 25% - Oral interview

17.10: Titles in Agreement. Titles are for identification only and are not a substantive part of this Agreement.

17.11: Gender. The male gender shall also include the female gender and vice versa.

17.12: New Classification. If the Employer should establish a new classification within the bargaining unit during the term of this Agreement, the parties agree to negotiate the appropriate rate of pay.

17.13: Just Cause. Effective January 1, 1994, all discipline shall be for just cause.

17.14: Validity. This Agreement shall be subject to the laws of the State of Michigan and, insofar as the same shall be in conflict or violation of any of the laws of the State of Michigan, said provision of this Agreement shall be void and inoperative. The provisions of this Agreement are deemed to be severable, and should any provisions thereof be held unconstitutional or invalid, such holding shall not be construed as affecting the validity of any of the remaining provisions or sections.

17.15: Waiver Clause. It is the intent of the parties 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 benefits, terms and conditions of employment, rights or claims which may be asserted in arbitration, or otherwise.

The parties acknowledge that, during the negotiations which resulted in this contract, 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 contract. Therefore, the Employer and the Union for the life of this contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this contract, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this contract.

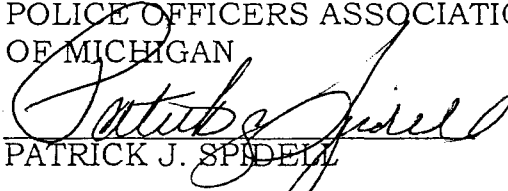
The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing, signed by the parties.

**ARTICLE XVIII**  
**TERMINATION**

18.1: Duration. This Agreement shall remain in full force and effect until midnight, December 31, 2008, and thereafter for successive periods of ninety (90) days unless one party shall notify the other that it wishes to terminate, modify or renegotiate this Agreement by sending such written notice to the other party within ninety (90) days prior to the termination date specified herein.

IN WITNESS HEREOF, the County of Emmet has caused this Agreement to be executed pursuant to authority of its elected Commissioners and Sheriff, and the Police Officers Association of Michigan has caused this Agreement to be executed pursuant to ratification by its members comprising the bargaining unit on the day and year first above written.

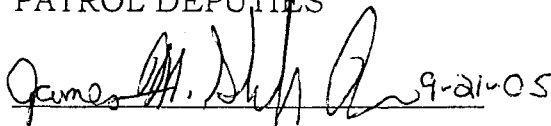
POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

  
PATRICK J. SPIDELLA

Business Agent

DATE: 9/25/05

EMMET COUNTY ROAD  
PATROL DEPUTIES

  
James M. Spidella 9-21-05

THE COUNTY OF EMMET

  
James E. Tamlyn, Chairperson


Board of Commissioners

DATE: \_\_\_\_\_

SHERIFF, EMMET COUNTY

  
Peter A. Wallin  
Emmet County Sheriff

DATE: 9-21-2005

  
Jill Brown CHIEF DEPUTY FOR  
Gail A. Martin  
Emmet County Clerk

DATE: \_\_\_\_\_

**APPENDIX B**  
POAM ROAD PATROL DEPUTIES WAGES 2004-2008

The following wages shall be effective the first pay period on or after January 1<sup>st</sup> of the stated year. Retroactive wages shall be paid only to those employees on the payroll as of the ratification date of this Agreement.

<u>Year</u>	<u>Step 1</u>		<u>Step 2</u>		<u>Step 3</u>		<u>Step 4</u>	
	<u>Per Hour</u>	<u>Annual</u>	<u>Per Hour</u>	<u>Annual</u>	<u>Per Hour</u>	<u>Annual</u>	<u>Per Hour</u>	<u>Annual</u>
2004	\$16.66	\$34,652.80	\$17.47	\$36,337.60	\$18.02	\$37,481.60	\$18.64	\$38,771.20
2005	\$16.99	\$35,339.20	\$17.82	\$37,065.60	\$18.38	\$38,230.40	\$19.01	\$39,540.80
2006	\$17.41	\$36,212.80	\$18.29	\$38,061.60	\$18.84	\$39,187.20	\$19.49	\$40,539.20
2007	\$17.76	\$36,940.80	\$18.64	\$38,771.20	\$19.22	\$39,977.60	\$19.88	\$41,350.40
2008	\$18.12	\$37,689.60	\$19.01	\$39,540.80	\$19.60	\$40,768.00	\$20.28	\$42,182.40

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