

**ORIGINAL**

AGREEMENT

Between

BOARD OF COMMISSIONERS and SHERIFF  
FOR THE COUNTY OF EMMET

AND

EMMET COUNTY CORRECTION OFFICERS ASSOCIATION  
and POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective June 30, 2011 — December 31, 2013

Effective June 30, 2011 to December 31, 2013

Signature Copy

## **AGREEMENT**

THIS AGREEMENT, entered into this 30th day of June, 2011 between the BOARD OF COMMISSIONERS and SHERIFF OF EMMET COUNTY, (hereafter "Employer"), and the EMMET COUNTY CORRECTION ASSOCIATION Bargaining Unit of the POLICE OFFICER ASSOCIATION OF MICHIGAN (hereafter "Union") expresses all mutually agreed covenants between the parties.

### **ARTICLE I** **RECOGNITION**

1.1. Collective Bargaining Unit. The Employer hereby agrees to recognize the Union as the exclusive bargaining representative as defined in Public 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 eligible Correction Officers employed in the Emmet County Sheriff's Department Jail, Clerks, Dispatchers, and Animal Control Officer. Excluding the Sheriff, Undersheriff, Jail Administrator, all members of the Command Officers Association of Michigan, and all full-time Act 312 eligible employees employed by the Sheriff's Department holding the classification of MCOLES Certified Deputy, MCOLES Certified Court Bailiff, MCOLES Maritime Deputy, MCOLES Certified Animal Control Officer, MCOLES Certified Process Server, and Jail Administrator.

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 that 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 27056 Joy Road, Redford, Michigan 48239-1949, 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, service fees.

ARTICLE III  
RIGHTS OF EMPLOYER

3.1: Management Rights. The Employers, on their own behalf and on behalf of their electors, hereby reserve unto themselves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them 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 Employers, including but without limiting the generality of the foregoing, the: right:

- A. To manage their 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 determine lunch, rest periods, and clean-up times, the starting

and quitting time and the number of hours to be worked.

- K. To establish work schedules.
- L. 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.
- M. To transfer, promote and demote employees from one classification, department or shift to another.
- N. 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.
- O. 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. 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 Employers with the names of its current authorized representatives. 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 one recognized employee Union representatives for time spent while acting in a representative capacity during the processing of grievances and two representatives involved in negotiations with 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 is a written dispute, claim or complaint arising from this Agreement, filed by a representative of the Union on behalf of the Union or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of written provisions of this Agreement. The parties recognize that an orderly grievance procedure is necessary, and further agree that each step must be strictly adhered to or the grievance is forfeited.

Except as stated in 5.1 above, the Union shall have the sole right to pursue any claim asserting a violation of this Agreement on behalf of the Union or its members. No employee or former employee shall have any right under this Agreement to claim that the Union acted or failed to act relative to the presentation, prosecution or settlement of any grievance under the terms of this Agreement.

For purposes of the Article, "service is defined as the hand delivery of the written document to the person specified in the provision or his designee. The parties shall identify such designees to allow "service" to occur at all times during regular business hours, being, 9am - 5pm, Monday – Friday.

5.3: Grievance Procedure. Any complaint by an employee based upon an event, condition or circumstance allegedly resulting in a violation of any provision of this Agreement, shall require 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. The employee and/or Steward who has cause for grievance shall discuss the matter verbally with the employee's immediate supervisor.
- B. Recognizing the value 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. The signature of the grievant;
  - 2. The section of the Contract alleged to be violated;
  - 3. A brief statement of facts that give rise to the grievance, including appropriate dates: and,
  - 4. The date of filing of the grievance;
- B. Written grievances in this stage shall be filed with the Sheriff with a copy to the County Controller within ten (10) calendar days of the date of the incident or occurrence that forms the basis of the grievance, or it shall be considered out of time limits and abandoned.
- C. The Sheriff (or his designee) shall serve a written disposition of the grievance to the aggrieved or representative within ten (10) calendar days of receipt of the written grievance.
- D. If an unfavorable disposition is received, the Union may appeal to Step Three within ten (10) calendar days from the service of the written disposition, or the grievance shall be considered out of time limits and abandoned.
- E. If the Sheriff fails to serve a written disposition within ten (10) calendar days, the Union may appeal the grievance directly to Step Three.

Step Three. Appeal.

- A. If the preceding step does not result in a resolution of the grievance, the Union may present the grievance in writing to the County Controller. Such presentation must occur within ten (10) calendar days of service of the written disposition by the Sheriff, or  
  
the grievance shall be considered out of time limits and abandoned. Upon presentation to the Controller, the Employer's representatives and the Union shall mutually agree upon a date to meet and consider the grievance. Whenever possible, the meeting should be held within ten (10) calendar days of presentation.

- B. The agenda for this meeting shall be limited to the grievance for which the meeting has been arranged, and may be attended by one Union representative without loss of pay for any work time lost, the Union International Representative and the Employer's representatives. The aggrieved employee and/or supervisor 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. No response from the Employer shall be deemed a denial of the grievance.

5.4: Arbitration Request. The Union may request arbitration of any unresolved grievance by giving written notice of its intent to arbitrate following receipt of Employer's disposition of the Step Three meeting. This request must be served upon the Employer within ten (10) calendar days 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 period without a response from the Employer. 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 are limited to the application and interpretation of the written Agreement to settle the grievance before him. The arbitrator shall at all times be governed wholly by the terms of this Agreement, and shall have no power or authority to amend, alter or modify this Agreement 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 that 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. Any grievance challenging the Employer's exercise of "Management Rights" as set forth in Section 3.1 of this Agreement is specifically excluded from arbitration because this Agreement gives the Employer unilateral discretion over the exercise of those rights.

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, the parties retain the right to challenge, through civil litigation only, any arbitration or award if the arbitrator has exceeded his jurisdiction, or has arrived at his award fraudulently or by improper means.

The fees and expenses of arbitration 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 strictly followed by the parties. 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 modified 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 that providing continuous and uninterrupted 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 preceding 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 engaged in an activity prohibited by the previous Section.

ARTICLE VII  
SENIORITY

7.1: Seniority Definition. Departmental 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 hired 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 layoff and recall provisions of Article VIII, Bargaining Unit seniority 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 Bargaining Unit seniority, the seniority shall be determined by alphabetical order, as set forth above.

7.2: Probationary Period.

- A. All employees new to this bargaining unit shall be considered probationary employees for a period of eighteen (18) months. If an employee is absent in excess of five (5) days during the 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 of this unit. His seniority shall be retroactive to his last date of hire. If the employee does not successfully complete the probationary period, he shall be removed from his position in this unit. If applicable, the employee may exercise his seniority rights under Article VIII of this agreement.
- D. The Employer may hire new members of this bargaining unit at its sole discretion. The Employer is under no obligation to give preference to members of this or any other bargaining units within the department when filling any position in this unit.

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 semiannually.

7.4: Loss of Seniority. An employee shall lose his Departmental 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, or has been absent from active duty, whether on a leave of absence defined in Article XV, or otherwise, for a period of eighteen (18) consecutive months. This provision does not apply to layoffs, which are governed by Section 7.4D. 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 given 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 and he has the experience, ability, and training to perform the required work.
- B. Bargaining Unit seniority shall be the basis for determining layoffs within that bargaining unit. The first employee to be laid off shall be the employee with the least Bargaining Unit seniority in the classification or rank affected within the bargaining unit, and additional layoffs from the affected classification or rank within the bargaining unit shall be accomplished by the inverse order of Bargaining Unit seniority for that unit. In all cases of layoffs, the remaining senior employees within that unit must 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, a 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 structure for Unit classifications with hourly rates is attached hereto as Appendix B and forms a part of this Agreement.

9.2: Initial Hire Rate. The Sheriff reserves the right to evaluate prior experience, age, education and training of any applicants for bargaining unit positions and may hire new

applicants at steps other than that of Step 1.

9.3: Payment for Overtime and Holiday Pay. Holiday pay and overtime accruing in a two-week pay period will be paid in the following pay period.

#### ARTICLE X HOURS OF WORK AND OVERTIME

10.1: Hours of Work. The normal hours of Correction Officers and other members of this unit shall be determined according to a work schedule prepared by the supervisory personnel in the Sheriff's Department. Normal work schedule shall consist of eighty-four (84) hours in each two (2) week period. The normal duty year for each employee in the unit consists of 2,184 hours of scheduled work time. These are not guaranteed hours. It is recognized that the exigencies of law enforcement and the public safety may require employees 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-four (84) hours in any two week period. Hours worked, as defined in this provision, include all compensated hours for the pay period. Employees shall be given the opportunity to work any overtime that may become available. If an employee is not available to work said overtime, the administration may require a person of it's 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. However, this provision 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 or mileage reimbursement for attendance at any educational or training courses that the Sheriff requests an officer to attend.

11.2: Business Expenses. All business related trips must have the prior approval of the Employer, and all expenses must be documented by receipts. Reimbursement for travel expenses shall be made consistent with existing County policy regarding reimbursement.

11.3: Driving Period. Employees shall not be required or permitted to drive for more than ten (10) consecutive hours without an intervening eight (8) hour rest period.

#### 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 to appear in Court on any matter related to their work for Emmet County and in which they were personally involved, shall be granted a leave of absence with pay for the period during which they are so required to be absent from work. Active employees shall be paid the difference, if any, between the compensation they receive from their Court appearance and their wages for time necessarily spent, not exceeding base pay. Inactive employees will not be subject to discipline for not appearing in Court while on inactive status.

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 prior approval of the Sheriff, Undersheriff, or Jail Administrator.

- 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 straight time regular hourly rate of pay, exclusive of premiums. 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 one half (2-1/2) 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. The employee's starting time shall determine if an employee is eligible for holiday pay. When an employee 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 an employee 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 an arbitrator reverses such suspension, 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 shall not be entitled to holiday pay, unless otherwise excused.

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 will be honored in the order in which the requests are received by the Employer during the calendar year. All requests shall be submitted to the Sheriff in writing at least thirty (30) days prior to the vacation leave. The Sheriff shall have the right to determine vacation absences so as not to interfere with the efficient operation of the department. In cases where two employees request the same vacation period at the same time, the request from the more senior employee will be given preference.

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 ninety six (96) personal leave hours. No accumulation or carryover shall be allowed from year to year.
- B. Employees shall normally give the Employer at least twelve (12) hours advance notice of their intent to use a personal time unless sickness or injury prevents same.
- C. 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 the medical

certificate or falsely setting forth reasons for the specific injury or illness may constitute grounds for discipline, up to and including dismissal.

- D. In cases where employees have exhausted their personal leave, they may use vacation days to meet the eligibility requirement of the sick and accident policy.
- E. At the end of each calendar year, any unused personal hours 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.
- F. 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.
- G. An additional eight (8) hours of leave shall be credited annually to all full time employees. This time may not be used in less than one (10 hour increments, cannot be accumulated, and is not available for reimbursement as described in paragraph E. above.

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 (1st) day of disability due to accidental bodily injury or hospitalization or the eighth (8th) day of disability due to sickness, for the first ninety (90) days. Additionally, for the first ninety (90) days of the 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 (91st) day of injury/illness upon certification of the 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 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, or has been absent from active duty, whether on a leave of absence defined in this Article, or otherwise, for a period of eighteen (18) consecutive months. 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 worker's disability compensation, and such injury or illness is of insufficient duration to trigger the payment of worker's compensation benefits, the Employer agrees to compensate the employee for any lost pay or benefits resulting from the work-related injury or illness.

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. Employer shall comply with applicable laws regarding military leaves of absence.

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, be granted for a period of thirty (30) days, and may thereafter be extended by mutual consent. Any employee who engages in other employment will be considered as having quit.

15.7: 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.

15.8: 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: Health Insurance. From the date of ratification of this agreement through December 31, 2011, Employer agrees to maintain the existing health insurance coverage through Priority Health and supplemented by the existing Employer administered Health Reimbursement Account. The existing Employer caps and Employee contributions will remain unchanged through December 31, 2011.

Effective January 1, 2012, Employer reserves the right to select and/or change insurance carriers, or adopt self-insurance or other funding mechanisms. Administration of the health plan shall not be considered a benefit. The Employer will request that the current health care plan continue to be offered to this bargaining unit, but does not guarantee that it will be offered. The Union will be free to provide input regarding the selection of insurance carriers, but shall not have the right to demand or require any particular form or provider of health care benefits.

Effective January 1, 2012, the Employer's monthly participation in health insurance for 2012, including optical and dental will be capped as follows:

Single	\$450
Couple	\$1,000
Family	\$1,250

Effective January 1, 2013, the Employer's monthly participation in health insurance for 2013, including optical and dental will be capped as follows:

Single	\$485
Couple	\$1,080
Family	\$1,350

The Employer's obligation to participate in the payment of health care premiums shall be limited to the amount of the monthly premium or the stated cap, whichever is less.

An employee that provides evidence of other, comparable insurance coverage may "opt out" of the County insurance program. Any employee who elects to "opt out" shall be paid \$400 per month. This amount may be used to purchase additional benefits or may be received in cash.

Effective January 1, 2008, all newly hired or re-hired County employees shall participate in the Flexible Blue Plan 3, unless he elects to "opt out" as described in the preceding paragraph. For all employees participating in this Plan, the caps referenced in the preceding paragraphs do not apply, and for 2011 – 2013, the Employer will pay the entire premium cost for this Plan, and will annually contribute \$1500 for a Single subscriber and \$3000 for a Couple or Family subscriber to the employee's Health Savings Account. The contribution will be made on the first day of eligibility and pro-rated in monthly increments for new hires or enrollees. Employees hired before January 1, 2008, may elect to participate in this Flexible Blue Plan 3, however, such an election is permanent, and the employee cannot subsequently change plans.

This proposal assumes that the pending legislation requiring Employer participation be limited to 80% of premium costs does not apply to this agreement. In the event this (or other limiting) legislation is passed and becomes law prior to the ratification of this agreement, or the law is found to apply to current Collective Bargaining Agreements, Employer reserves the right modify this proposal to comply with applicable law.

16.2: Life Insurance. The Employer shall obtain and pay the cost of term life insurance in the amount of Fifty Thousand Dollars (\$50,000) with double indemnity for accidental death and dismemberment 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 members of the bargaining unit.

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 \$400.00 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 \$800.00.

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.

17.2 Retirement Plan.

- A. 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.
- B. For employees hired after June 1, 2011, after that employee has completed one year of service with the employer, the employee shall be enrolled in the County Retirement Plan. Once enrolled, 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. Vesting in the plan shall be as follows:

Less than one year of service	0%
One year but less than two years	25%
Two years but less than three years	50%
Three years but less than four	75%
Four years or more	100%

17.3: Prohibited Duties. Employees 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 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. When a jail trustee is not available for such services, the regular County maintenance and janitorial staff shall be responsible for such services.

Except in cases of emergency, no employee shall be required to operate, as a condition of employment, any motor vehicle, boats, motorized or non-motorized equipment, implements or tools that are 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.

17.4: Residence and Telephone. Employees covered by this Agreement shall be required to maintain telephone service at their residences.

17.5: Physical Requirements. As physical fitness and conditioning are particularly important in law enforcement, employees, as a condition for 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.

17.6: 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.

Further, if any 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.

17.7: 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

17.8: Emergency Financial Manager. Pursuant to MCL 423.215(7), it is acknowledged by the County and the Union that an Emergency Manager appointed under the Local Government and School District Financial Accountability Act can reject, modify, or terminate a collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act and that this provision is a prohibited subject of bargaining.

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

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

17.11: 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.

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

17.13: 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 be construed as affecting the validity of any of the remaining provisions or sections.

17.14: 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 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, 2013**. Thereafter, it shall continue in force 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 WHEREOF, the County of Emmet has caused this Agreement to be executed pursuant to authority of its elected Commissioners, Sheriff and The Police Officers Association of Michigan, pursuant to ratification by its members comprising the bargaining unit on the day and year first above written.

  
\_\_\_\_\_  
President, P.O.A.M. (Corrections)  
Emmet County Sheriff's Department

  
\_\_\_\_\_  
Pete Wallin  
Emmet County Sheriff

DATED: 6-27-11

Joseph M. Stalchi  
Steward P.O.A.M. (Corrections)

DATED: 6/27/11

Paul Postal  
Paul Postal, Business Manager

DATED: 6-27-11

DATED: 6-27-2011

James E. Family  
Emmet County Commissioner

DATED: 6/30/2011

**APPENDIX B**  
**POAM CORRECTIONS WAGES 2011**

The following wages shall be effective the first pay period after the ratification of the contract by all parties, through December 2011.

<u>Grade</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>
1	\$13.58	\$28,246.40	\$14.11	\$29,348.80	\$14.63	\$30,430.40	\$15.14	\$31,491.20
2	\$14.13	\$29,390.40	\$14.64	\$30,451.20	\$15.15	\$31,512.00	\$15.73	\$32,718.40
2A	\$15.90	\$33,072.00	\$16.42	\$34,153.60	\$16.93	\$35,214.40	\$17.50	\$36,400.00
3	\$18.48	\$38,438.40	\$19.00	\$39,520.00	\$19.63	\$40,830.40	\$20.16	\$41,932.80
3A	\$18.48	\$38,438.40	\$19.00	\$39,520.00	\$19.63	\$40,830.40	\$20.16	\$41,932.80

For the subsequent years of the agreement, the annual wage adjustments shall be indexed to the annual change in taxable value of Emmet County real property during the contract period as determined on December 1 or the preceding year, according to the following formula:

<u>Taxable Value Increase</u>	<u>Wage Increase</u>
Less than 3.0%	0%
3.1% - 4.5%	1.5%
4.6% - 5.5%	2.0%
5.6% - 7.0%	2.5%
7.1% and above	3.0%

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