

AGREEMENT BETWEEN THE
GRATIOT COUNTY BOARD OF COMMISSIONERS
AND THE
GRATIOT COUNTY SHERIFF'S OFFICE
AND THE
POLICE OFFICERS ASSOCIATION OF MICHIGAN
GRATIOT COUNTY SHERIFF'S OFFICE UNIT
OCTOBER 01, 2007 THROUGH SEPTEMBER 30, 2011

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AGREEMENT

THIS AGREEMENT entered into this 7th day of October, 2008, between the Gratiot County Board of Commissioners, the Sheriff of Gratiot County, hereinafter referred to as the "County", and the Police Officers Association of Michigan, Gratiot County Sheriff's Office unit, hereinafter referred to as the "Union".

ARTICLE 1. PURPOSE AND INTENT

Section 1. The general purpose of this Agreement is to set forth the terms and conditions of employment, and promote orderly and peaceful employment relations for the mutual interest of the County by and through its Sheriff's Office, and the Employees by and through the Union.

Section 2. The parties recognize the responsibility of the Sheriff of Gratiot County as the people's elected official, to operate and manage the Sheriff's Office for and on behalf of the County, and to carry into effect on the County's behalf, the provisions of this Agreement. The parties further recognize that the interests of the community and job security of the Employees depend upon the County and the Sheriff's success in establishing a proper service to the community.

Section 3. To these ends, the County, through the Sheriff, as hereinafter provided, and the Union, encourage the fullest degree of friendly and cooperative relations between respective representatives at all levels and among all Employees.

Section 4. The parties prescribe to the principal of equal opportunity and agree to apply the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political, or union affiliation.

ARTICLE 2. RECOGNITION AND EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the County recognizes the Police Officers Association of Michigan as the exclusive bargaining representative for the bargaining unit for the purpose of collective bargaining and respective rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, for all Employees of the Gratiot County Sheriff's Office, with the following exceptions:

1. Undersheriff
2. Jail Administrator/Lieutenant
3. Administrative Assistants - Sheriff's Office
4. Administrative Assistants - Jail Division
5. Regular Part-time Employees - Road Deputies, those employed on a regular basis of not more than sixty (60) hours worked per eighty (80) hour pay period. And Court Bailiffs, those employed on a regular basis of not more than sixty (60) hours worked per eighty (80) hour pay period. And Corrections/Dispatch, those employed on a regular basis of not more than sixty (60) hours worked per eighty (80) hour pay period. It is understood that the Employer may carry a maximum of six (6) part-time road deputies, three (3) part-time court bailiffs and a maximum of six (6) Corrections/Dispatch Employees at any given time during the term of this Agreement. It is understood that court bailiffs will perform bailiff duties only, however, full and part-time road patrol officers may perform bailiff duties.
6. Temporary Employees those employed for a period not to exceed ninety

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(90) days.

7. Should the County transfer the Gratiot County Emergency Management Coordinator position to the Sheriff's Office, it shall be considered a non-union position reporting directly to the County Sheriff and said position shall not be part of this collective bargaining agreement.

ARTICLE 3. AID TO OTHER UNIONS

The County and the Sheriff will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 4. MANAGEMENT RIGHTS AND RIGHTS OF THE SHERIFF

Section 1. Unless specifically limited by provisions elsewhere in this Agreement, nothing in this Agreement shall restrict the Employer in the exercise of its function of management under which it shall have, among others, the right to hire new Employees and to direct the work force, to discipline, suspend, discharge for just cause, transfer or layoff Employees, require Employees to observe Sheriff's Office rules and regulations, to decide the services to be provided the public, schedules of work, work standards, and the procedures by which such work is to be performed. It is agreed that this list of management rights is not a complete list. The exercise of the foregoing rights and responsibilities shall be limited by other provisions of this Agreement, as well as by the Constitution and the laws of the State of Michigan and the Constitution of the United States.

Section 2. Reserved Rights: The Union and the bargaining unit recognize and agree that the Sheriff is charged with certain powers, rights, authority, duties and responsibilities by the laws and Constitution of the State of Michigan and of the United States which he/she must assume and discharge, and which may not be delegated.

Section 3. The Sheriff retains the sole and exclusive right to manage and operate the Gratiot County Sheriff's Office in all of its operations and activities. Among the rights of the Sheriff, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be required; to determine the nature and number of the facilities to be operated within the Sheriff's Office and their location; to direct and control operations; to study and use improved methods and equipment; to determine the quantity and quality of service to be rendered; the control of materials; tools and equipment to be used, materials or methods of operation; to introduce new equipment; methods and machinery, change or eliminate existing equipment and institute changes in the supplies to be used and purchased; the construction of any new facilities or the improvement of the existing facilities, to determine the size of the work force and increase or decrease its size; to determine the number of hours worked; to establish work schedules; and in all respects to carry out the ordinary and customary functions of management. The Employer retains the right, based upon economic and/or program needs, to subcontract or relocate work performed by unit employees and may enter into interlocal agreements with other municipalities. This provision shall not be interpreted to permit, pursuant to this Agreement, the Employer to subcontract the entire corrections or road patrol functions performed by corrections officers or road patrol officers without engaging in such decisional and effects bargaining required by law.

Section 4. The Employer shall also have the right to hire, demote for just cause, discharge for just cause, release, discipline, promote, assign, transfer, layoff and recall personnel, to establish penalties for violation of

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such rules, to make judgments as to ability and skill; to determine work loads, to establish and change work schedules, to provide and assign relief personnel and otherwise direct the duties of the Gratiot County Sheriff's Office in all its operations and activities.

Section 5. The Union hereby agrees that the Sheriff retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically or expressly limited by this Agreement. The exercise of any management right shall not be inconsistent with any of the terms of this Agreement. The Sheriff shall retain the right to create new job classifications as the need arises, provided that the rate of pay for said new classifications shall be subject to negotiation between the parties.

ARTICLE 5. UNION SECURITY

As a condition of continued employment, all Employees included in the bargaining unit, within 30 days from the date of their employment within the Gratiot County Sheriff's Office or effective date of this Agreement, whichever is later, shall become members of the Union or pay a service fee to the Union for labor services as uniformly required by the Union for the duration of this Agreement. Employees shall be deemed to be in compliance with this section if they're not more than 30 days in arrears in payment of membership or service fees, whichever is appropriate.

ARTICLE 6. UNION DUES

Section 1. Employees shall tender monthly check-off membership dues by signing an Authorization for Check-Off Dues form. Dues to be deducted as provided in Section 3 of this Article 6.

Section 2. During the life of this Agreement and in accordance with the terms of the form of authorization for check off of dues or service fee, hereafter set forth, the County agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Police Officers Association of Michigan from the pay of each Employee who executes or has executed the "Authorization for Check-Off Dues" form contained herein.

Section 3. Check-Off Deductions under all properly executed Authorization for Check-Off Dues form shall become effective at the time the application is signed by the Employee and shall be deducted commencing one month from date of hire, and the first pay of each month thereafter.

Section 4. Deductions for any calendar month shall be remitted to the designated financial officer of the Union with the list of those from whom dues have been deducted as soon as possible after the 15th day of each month.

Section 5. An Employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of the Employees following the end of the month in which the termination took place.

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EXECUTIVE OFFICES
Police Officers Association of Michigan
DUES CHECK OFF CARD

I hereby request and authorize to be deducted from my wages earned while a Sheriff's Office employee, a labor representation fee of \$_____ p e r month. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit.

The amount deducted for the labor fee shall be paid by the 10th of each month to the Police Officers Association of Michigan,

(Print) Last Name	First Name	Middle Initial
Address	City	State Zip
Social Security Number	SIGNATURE	Date

Section 6. The Union agrees to defend, indemnify, and save the County and/or the Sheriff harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fees, or reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE 7. UNION REPRESENTATION

Section 1. Union representation shall be handled by a Bargaining Committee comprised of three unit members and alternates of the three members when necessary.

Section 2. In the event that it becomes necessary, by reason of emergency or required attendance in Court, for more than one alternate to attend any bargaining session, then that session may be adjourned by mutual agreement.

ARTICLE 8. STEWARDS AND ALTERNATE STEWARDS

Section 1. - The Union shall be represented by a Union President, Vice President, and one Alternate who shall all be regular employees. It will be the duty of the Union President, Vice President, or Alternate to present grievances of the employees to the Sheriff without loss of pay or overtime. The Vice President shall act in the absence of the President and the Alternate shall act in the absence of either.

Section 2. In Order to facilitate negotiations, up to two union employees shall be paid if a negotiation session with the Employer occurs on the Employee's scheduled day off or during non-work hours. However, such time shall not be considered at hours worked for purposes of, among other things, overtime or compensatory time.

ARTICLE 9. DISCIPLINE AND DISCHARGE

Section 1. Rules: In any case where disciplinary action may be taken, both the list of offenses and the punishment prescribed for said offenses contained in the Gratiot County Sheriff's Office General Rules and Conduct will be followed. The General Rules may be modified or amended from time to time, provided that the Sheriff submits said modification to and consults with the

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Chief Steward before same is put into effect.

Section 2. Charges: Any charges resulting in such discipline or discharge shall be reduced to writing by the commanding officer invoking the action, citing the specific offense and/or appropriate law or ordinance which the Employee is alleged to have violated. A copy shall be furnished to the Employee against whom the charges are brought, and to the Union Steward. If the disciplinary action is based upon a citizen's complaint, the name of the complainant shall be set forth.

Section 3. Representation: At the time the discipline is imposed, the Employee, whom the charges have been made against, may be represented by a Union representative if he/she so chooses.

Section 4. Past Infractions: In imposing any discipline on a current charge, the Employer will not base his decision on any offense which occurred more than two (2) years previously, unless directly related to the current charge.

Section 5. Suspension: The Sheriff reserves the right to suspend Employees, provided suspension is a proper remedy for the particular offense charged under the Gratiot County Sheriff's Office General Rules and Conduct above cited. This suspension may take the form of a suspension from regular duties and temporary assignment to other duties, suspension from all duties with pay, or suspension from all duties without pay, at the Sheriff's sole discretion. In the event an Employee is exonerated of criminal charges causing suspension, or in the event that he/she is exonerated through the grievance procedure, he/she shall be reinstated and compensated for all back wages and benefits lost due to the suspension. The Sheriff shall make available to the person notified of suspension, space on County premises to permit the Employee to consult with the bargaining unit representative or legal counsel.

Section 6. Inactivation: The Sheriff shall have the right to inactivate any Employee for a period not to exceed 30 days while he/she is conducting an investigation on any matter pertaining to said Employee. During such inactivation, the Employee shall remain on the payroll. At the sole discretion of the Sheriff, the Employee may or may not retain all Sheriff's Office equipment. Inactivation shall not be deemed to be a punishment. In the event the inactivation lasts longer than one week, the Employee shall be advised of the status of the investigation weekly.

Section 7. Special Inactivation: If an Employee shoots and kills or injures a person while in the line of duty, that Employee may be, on said Employee's request, or request of the Sheriff, inactivated for a period of three days, except during periods of emergency.

Section 8. Reassignment: The Sheriff shall have the right to reassign an Employee instead of suspending or inactivating generally or specially in lieu of such suspension, inactivation or special inactivation. Acceptance of such assignment by the Employee shall be without prejudice and upon completion of any investigation, said Employee shall be entitled to his/her job back.

Section 9. Polygraph: No Employee shall be required, as a condition of employment, to take a polygraph examination or be discriminated against for refusing to take such examination in connection with any investigation which could result in disciplinary action.

ARTICLE 10. GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that a grievance is any dispute, controversy, or difference between the parties to this Agreement or any issue with respect to or concerning the interpretation or application of this Agreement or any terms or provisions thereof. No matter respecting the provisions of any of the insurance or pension retirement programs set forth in this Agreement shall be subject to the Grievance and Arbitration Procedures established under this Agreement.

Any Employee having a complaint in connection with his/her employment shall present it to the Employer within five (5) calendar days of the incident or the Employee having knowledge of the incident. All non-disciplinary complaints shall be commenced at Step A and all disciplinary complaints may be commenced at Step C below.

- A. Before initiating a written grievance the Employee must first discuss the matter orally with the Sheriff or the Undersheriff.
- B. If the matter is not so resolved, the Union representative and Employee shall discuss complaint with the Sheriff, UnderSheriff, or their designee.
- C. If a complaint is not resolved in Step A or B, the complaint will be reduced to writing on the regular grievance form provided by the local Union, signed by the Employee, and presented to the Sheriff, Jail Administrator and/or UnderSheriff within five (5) calendar days of the completion of step B. The Sheriff, Jail Administrator and/or UnderSheriff shall have ten (10) calendar days after receiving the grievance to answer the grievance.
- D. If the grievance is not settled, either party may, within ten (10) calendar days after receiving the Sheriff's/Jail Administrator's/UnderSheriff's answer, request in writing a meeting which shall be set at a mutual agreeable time and place, between the Union representatives and the Sheriff, Jail Administrator, County Administrator and/or UnderSheriff and/or a designee(s) to review the matter. The grievant shall be present at this meeting. Such meetings, if requested, shall be held within thirty (30) days after the date of the written request. The Sheriff will render his/her decision within ten (10) calendar days of the meeting.
- E. The Sheriff and Union may, by mutual agreement, extend the time limits of the grievance procedure.

Section 2. Arbitration. If the grievance is not settled by the step(s) above, recognizing that step D is optional, the Union may submit such grievance to arbitration. The submission is to be made within thirty (30) days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the FMCS in accordance with its voluntary rules and regulations then existing, within the time specified above. Such rules should govern the arbitration hearing.

The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement nor, to make any recommendations with respect thereto. Both parties agree to be bound by the award of the arbitrator and that the cost of any arbitration proceeding under this provision shall be born equally between the parties, but the fees and wages of the representatives, other than bargaining Employees, shall be born with

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parties incurring them.

Section 3. Time limit. If either party does not meet the time limit, then the grievance is settled in favor of the non-defaulting party.

ARTICLE 11. COMPUTATION OF BACK WAGES

No claim for back wages awarded through the grievance procedure shall exceed the amount of wages the Employee would otherwise have earned at his/her regular straight time rate, less any and all compensation, including unemployment compensation, the employee received from any other source.

ARTICLE 12. PROBATION

Section 1. New Employees hired in the unit on a full-time basis shall be considered as probationary Employees for one year of their employment. When an Employee finishes a probationary period, by accumulating twelve (12) months of employment, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day twelve months prior to day he/she completes the probationary period. There shall be no seniority among probationary Employees.

Section 2. The Union shall represent probationary Employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other specified conditions of employment as set forth in Article 1 of this Agreement, however, Employees who are being discharged and/or disciplined for other than union activity shall not have access to the grievance procedure, however, the Union shall be notified prior to said discipline or discharge.

ARTICLE 13. SENIORITY

Section 1. Sheriff's Office seniority is defined as the length of service with the Sheriff's office from the last date of hire and shall be considered in all cases of promotions or increases or decreases of the work force. Vacation and shift preferences shall be made within the classification but in accordance with Sheriff's Office seniority. There shall be no seniority among probationary, temporary or part-time Employees.

ARTICLE 14. SENIORITY LIST

Section 1. Seniority shall not be affected by race, sex, religious belief, marital status or dependents of the Employee.

Section 2. The seniority list on the date of this Agreement shall show the names and job titles of all Employees of the bargaining unit entitled to seniority.

Section 3. The Sheriff will keep the seniority list up to date at all times and will provide the local Union membership with up-to-date copies at least every six months, and will post the same on the bulletin board. Effective with the date of this Agreement, new Employees hired on the same day shall be placed on the seniority list, after completing the one year probationary period, in alphabetical order, by the first initial of the last name. If this initial is the same, then in alphabetical order of each succeeding letter of the last name.

ARTICLE 15. LOSS OF SENIORITY

Section 1. An Employee shall lose his/her seniority for the following reasons:

- A. An Employee quits or retires.
- B. An Employee is discharged.
- C. An Employee does not return to work when recalled from layoff, if

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he/she does not notify the Employer within seven (7) days after receipt of certified written notification to return to work after layoff, as to the date when he/she will return, which must be within two (2) weeks after delivery of such notice to his/her last known address, the Employee will be considered to have voluntary quit.

- D. An Employee is absent without notifying the Sheriff for three consecutive days. After such absence the Employer will send certified written notice to the Employee at his/her last known address that because of his/her unexcused absence he/she has voluntary quit and is no longer in the employ of the County.
- E. An Employee is laid off for a continuous period of two years.
- F. He/she is declared mentally incompetent by a Probate Court of competent jurisdiction.
- G. An Employee makes a fraudulent and misleading statement on his/her employment application or a leave of absence request.
- H. An employee is convicted of, or pleads nolo contendere to, a felony.

Section 2. The seniority of an Employee which has been lost under any of the above provisions may be restored in full or in part by mutual Agreement between the Sheriff and the Union for retirement purposes only and only if the Employee pays back funds which he/she was refunded from the retirement fund at the time his/her seniority was terminated.

Section 3. Sheriff's Office seniority shall be from the last date of hire except as provided otherwise in this Article.

ARTICLE 16. TRANSFERS

If an Employee is transferred within the Office but out of the bargaining unit, he/she shall accumulate seniority for one year from the time he/she left the bargaining unit, to be available only if and when he/she returns to the bargaining unit. Employees transferred under the above circumstances will retain all rights accrued prior to transferring out, of the bargaining unit and any benefits provided in this Agreement if and when he/she returns to the bargaining unit.

ARTICLE 17. SENIORITY OF STEWARDS

Notwithstanding his/her position on the Seniority list, the Chief Steward shall, in the event of layoff only, be continued at work at all times, provided he/she is qualified and can perform the work available.

ARTICLE 18. PHYSICAL EXAMINATION

Section 1. All Employees of the Sheriff's Office may be required to submit to an annual **basic** physical examination. A basic physical examination shall be defined as a basic medical evaluation performed to determine if an employee is mentally or physically capable of performing the essential functions of a job without risk of injury to the worker or co-workers, and does not include physicals or medical examinations for any other purpose. All applicants for initial employment shall submit to an initial physical examination to determine their physical ability to perform their rated job. The physical examination shall be conducted by a local physician appointed by the County. The costs of one annual examination shall be borne by the County.

Section 2. The Co-Employers, Gratiot County Board of Commissioners and the Sheriff of Gratiot County, and the Police Officers Association of Michigan, Gratiot County Sheriff's Office bargaining unit hereby agree to a drug testing policy as adopted in the negotiations for the current Agreement between the

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parties.

The parties further agree that said policy shall be an addendum to the Agreement with the following save-harmless clause. "The County agrees to defend, indemnify and save the Union harmless against any and all claims, suits or any form of, liability to anyone, arising out of any of the provisions of the drug testing policy."

Section 3. Employees may request an annual basic physical examination, and upon request, the Employer shall pay for the examination. The Employee shall first submit the bill for an Employee requested annual basic physical examination to their health insurance and the Employer shall pay any balance not paid by the health insurance carrier.

ARTICLE 19. BOND

Whenever a bond is required of an Employee for the carrying out of his/her specified duties as stated in the Employee's job description, the County in the normal course of the County's business shall pay the premium.

ARTICLE 20. DEPUTIES PROHIBITED TO DO DUTY FOR ANOTHER SECURITY UNIT

No Employee covered by this Agreement shall work for another security unit or another law enforcement agency without written consent of the Sheriff.

ARTICLE 21. LAYOFF AND RECALL

Section 1. Definition: The word "lay-off" shall be defined to mean a reduction in the work force.

Section 2. Layoff: If it becomes necessary for a layoff, the following procedure shall be utilized:

Layoff's shall be by classification (current classifications are: full time Road Deputies, part-time Road Deputies, full time Corrections employees, part time corrections employees, part-time bailiffs and a full time Kitchen manager). When the number of employees in the work force is reduced, employees shall be laid off in reverse seniority order based upon the classification in which they are employed and which is subject to the layoff, and they shall be recalled in the same order. Part-time Road Deputies shall be laid off prior to the layoff of a full-time Road Deputy. Part-Time Corrections employees shall be laid-off prior to the layoff of full-time Corrections employees. Non-probationary full time Road Deputies whom are laid off and whom do not have the requisite classification seniority to bump a full time Road Deputy may bump the least senior full time Corrections employee if the Road Deputies departmental seniority is greater than the departmental seniority of the last Corrections employee hired in that classification, part time Corrections employees or part-time bailiffs. However, a full time Road Deputy whom bumps a Corrections employee must, within one year, successfully complete all education and certification requirements -- at the Employer's cost then required for Corrections employees. A failure to complete such requirements within one year shall result in the immediate layoff of the former Road Deputy, without bumping rights. If the Sheriff, in his statutory discretion permits, a Corrections employee who is subject to layoff and who is currently MCOLES certified may be permitted to bump a full time Road Deputy if the Corrections employee's departmental seniority is greater than the departmental seniority of the last Road Deputy hired in that classification, a part time Road Deputies or a part-time bailiff. The compensation and benefits shall be at the lower classified position based upon years of service. There shall be no bumping between classifications other than provided for in this Section.

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Section 3. Notice of Layoff: The County shall give written notice to the Employee(s) and the Union of any proposed layoff. Such notice shall be submitted at least two (2) calendar weeks prior to the effective date of layoff. In the event the County deems it necessary to layoff two (2) or more bargaining unit Employees at one time, the County and Union agree to meet one (1) week prior to the effective date of layoff, to discuss alternatives to the layoff.

Section 4. Recall: Employees laid off shall be recalled in reverse order of layoff of the affected classification. Notice of recall shall be sent to the Employees at their last known address by certified mail.

Section 5. Voluntary Layoff: When faced with a layoff, the County may, prior to the enactment of the layoff provisions, solicit voluntary layoffs by seniority, from Employees in the bargaining unit. In requesting such volunteers for layoff, the County shall state with certainty, at the time of solicitation, the length of the layoff.

Section 6. An Employee, whose employment is terminated by reason of resignation, retirement or dismissal by the Employer, may be replaced by a part-time Employee for a period not to exceed ninety (90) days. After ninety (90) days the part-time Employee will be hired full time or a full time replacement will be hired provided the funding is available and the Sheriff is authorized by the County to hire a replacement.

Section 7. Employees who have been laid off and who, within five (5) days after notice of a recall by certified mail to their last known address, fail to respond as directed, or who decline recall, shall be presumed to have resigned and their names shall be removed from the seniority list.

ARTICLE 22. JOB POSTINGS AND PROMOTIONAL PROCEDURE

Section 1. All open jobs or newly created positions within the bargaining unit shall be posted within seven days of the date of their occurrence for a period of 14 days, setting forth the minimum requirements for the position in a conspicuous place within the Sheriff's Office. However, if the open job or newly created position within the bargaining unit is for a road patrol position, the Employer will not be required to post if there are no MCOLES certifiable employees working in a non-road patrol classification at the Sheriff's Office. Employees interested shall apply within the 14 day period. The Chief Steward will receive a copy of all postings from the Sheriff, of all written applications, showing acceptance or denial in writing, at the same time the procedures are carried out above. The Sheriff may temporarily fill any vacancy pending completion of the promotion procedure, for a period of up to 60 days. Provided that in promotions to position above that of Certified Deputy there shall be a requirement of a minimum of three years experience within the Sheriff's Office in the classification of Certified Deputy.

Section 2. It is agreed that the Sheriff may, in his or her discretion, open the position of Detective, Sergeant, and Administrative Assistant. The position of Administrative Assistant and the position of Jail Administrator, either because of their supervisory nature or because they will entail sensitive and/or confidential information, shall not be bargaining unit positions. Posting shall be for the same fourteen (14) day period set forth above, setting forth the minimum requirements for the position and providing for a written promotion procedure. Notices will be placed in a conspicuous position within the Sheriff's Office. Employees who qualify shall apply during the fourteen (14) day period and may participate in a written promotion procedure, which the Sheriff shall establish along the guidelines of scoring

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on written examination, seniority and personnel evaluation.

Section 3. The Employee applying for the job and accepted for the position, may, within the Sheriff's Office, be granted up to a six month trial period to determine his/her ability to perform the work. In the event that the first candidate is unable to perform the work, the next candidate shall be elevated to the position, etc. The promotional list shall be posted and remain in effect for two years.

Section 4. In promotions to position above that of Certified Deputy, it is required that any applicant shall have had a minimum of three years seniority from the last date of hire within the classification of Certified Deputy within the Gratiot County Sheriff Office.

Section 5. If the position of Corrections, Sergeant or other rank of commanding officer is open (and for the position of Jail Administrator) the minimum qualification shall be three years seniority as a Corrections Officer or a Corrections Officer/Dispatcher and/or three years seniority as a Certified Deputy. It is understood that if the position of Corrections/Sergeant is opened, the rate of pay for said position will be subject to negotiations. It is agreed that should any of the above positions be opened, written examination for same will be required.

Section 6. Employees will be offered work normally performed within their respective classification before work is offered to Employees outside of the classification.

Section 7. Temporary Assignment: A temporary assignment may be made by the Employer based upon the Sheriff's needs and the employee's ability to perform the required work. If such temporary assignment exceeds thirty (30) days and the position to which the employee is assigned is a higher rate of pay, the employee shall receive the higher rate for the remainder of the assignment. Should an employee be temporarily transferred to the detective classification for thirty or more days, the employee shall receive a pro rata clothing allowance.

Section 8. Special Assignments. A special assignment, for purposes of this provision, is limited to the following assignments: Dare Officer, Range Instructor, Taser Instructor, FTC, Preliminary Breath Test Calibrator. If a new special assignment position is established by the Sheriff, the parties will negotiate regarding whether that position will be included in this paragraph. An employee who is assigned to a special assignment must continue such assignment, unless removed by the Sheriff, for a period of not less than two years. Upon expiration of the two year period, that special assignment shall continue until such time that:

- a. The employee makes a written request to the Sheriff, a copy of which is provided to the Union's bargaining agent, requesting to be removed from the assignment;
- b. The Sheriff shall first, and within 10 day of receiving such request, post an opening in the special assignment and seek qualified volunteers for such assignment. If an employee volunteers, and is deemed qualified (in the sole discretion of the Sheriff), the qualified volunteer shall undertake any required training or certification necessary to the special assignment;

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- c. If no employee volunteers, the Sheriff may, in his discretion, assign an employee (other than the employee who made the request to be removed) to the special assignment. The assigned employee shall undertake and complete within one year any required training or certification necessary to the special assignment. An employee will not be discharged for a failure to pass the required training or certification unless the employee failed to make a good faith, demonstrable effort to pass; and.
- d. When, and only when, a replacement employee is assigned by the Sheriff, and fully qualified/trained/certified for the special assignment, the employee requesting to be removed from the assignment shall be relieved from the special assignment.

It is understood that the Sheriff may, at his/her discretion, remove an employee from a special assignment at any time. If the Sheriff takes such action, he will state the reason for such action. The Union acknowledges that the decision of the Sheriff is final and not subject to the grievance or arbitration provisions.

ARTICLE 23. LEAVES OF ABSENCES

Leaves of absence, unless hereinafter specified, shall be without pay.

Section 1. Leaves of absence are for Employees who, in addition to their personal and vacation time, require time off from their employment. Any request for a leave of absence shall be submitted in writing by the Employee to the Sheriff. Requests shall state the reasons the leave of absence is being requested and the approximate length of time off the Employee desires.

Section 2. Authorization or denial for a leave of absence shall be granted solely at the decision of the Sheriff, except as required by law and shall be furnished to the Employee by the Employer, and shall be in writing. Such decision shall not be arbitrarily and capriciously made.

Section 3. Family Medical Leave: An employee who has worked at least 1,250 hours in the preceding twelve (12) month period is eligible for a leave of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA). Such leave shall be granted (1) to care for a newborn son or daughter; (2) because of the placement of a son or daughter with the employee for adoption or foster care; (3) in order to care for the spouse, son, daughter or parent of an employee who has a serious health condition; or (4) because of a serious health condition that makes the employee unable to perform the functions of his or her job; or, 5. For any "qualifying exigency" (as defined by the Secretary of Labor) arising out of the fact that the spouse, son, daughter, or parent of an employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

In addition, qualified unit employees may request a single leave of up to a total of 26 weeks of Family and Medical Leave if the employee is the spouse, son, daughter, parent or next of kin of a covered service member and requires leave to care for a "covered service member" who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness."

- A. A "covered service member" is a member of the Armed Forces, including the National Guard and Reserves, "who is undergoing

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medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for . . . an injury or illness incurred by the member in line of duty on active duty . . . that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating."

- B. The leave provided under this provision is combined with that set forth in paragraph 3 for a combined total of 26 weeks of FMLA leave during a single 12-month period. This means that if an employee also has some other FMLA-qualifying event in that 12-month period (for example, the birth of a child, or the employee's own serious health condition), his or her total amount of FMLA leave during that 12-month period is still limited to 26 weeks. This also means that even if the servicemember's recovery lasts longer than the initial 12 months, the 26 weeks of Servicemember Family Leave cannot be "renewed," and the employee would not be eligible for an additional 26 weeks of Servicemember Family Leave in the following 12 month period.
- C. The Employer may require a certification by the servicemember's health care provider.

Any eligible employee will be granted up to twelve (12) unpaid workweeks of leave during a rolling twelve (12) month period for leaves granted under FMLA. For any FMLA qualifying purpose, if a request is for less than six (6) weeks, use of accrued vacation time or sick leave is the Employees discretion. If a request is for six (6) weeks or greater, accrued vacation time or sick leave must be used until exhausted. When an Employee has used accrued vacation and sick leave for a portion of the FMLA leave, the Employee may request an additional period of unpaid leave to be granted so the total of paid and unpaid leave provided equals (12) twelve weeks. Any request for time off for a reason qualifying as FMLA leave shall be treated and designated as FMLA leave.

Section 4. Administrative Leave: One member of the bargaining unit, always an Employee, elected the Police Officers Association of Michigan unit, to attend a function of the National Lodge and/or State Lodge of Michigan, such as conventions or education conferences, shall be allowed time off not to exceed four days in even years, and not to exceed 10 days on odd years, with one-half of the daily wage paid by the Employer. Provided, however, that the Sheriff shall be given a written notice two weeks prior to the time of such leave of absence.

Section 5. Military Leave:

- A. The County will comply with applicable laws regarding active military leaves of absence
- B. National Guard/Reserve Military Travel. The County will comply with applicable laws regarding national guard or reserve training leaves of absence.

Section 6. An Employee will be allowed an absence of three days with pay as funeral leave days not to be deducted from sick leave for the death of:

- a. the employee's Mother,
- b. the employee's Father,
- c. the employee's Brother or Sister,
- d. the employee's current Wife or Husband,
- e. the employee's Son or Daughter,

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-
- f. the employee's Grandparents,
 - g. the employee's current spouse's Mother, Father, Brother and/or Sister.

One day shall be granted for the death of an employee's Aunt or Uncle or the employee's current spouse's grandparents. Two additional days shall be allowed in cases in which the deceased has resided within Employee's household for a period of not less than six months immediately prior to the deceased's funeral. One extra day shall be allowed in cases in which the deceased resided out-of-state and funeral services are held outside the State of Michigan.

Section 7. Personal Leave: Each Employee shall have three (3) personal leave days each year of the Agreement. Said personal leave shall not be used to extend a holiday and shall be given on twenty-four (24) hours notice, provided such leave does not hinder the operation of the Sheriff's Office in times of emergency or other crises. Sheriff will allow personal leave to be used to extend a vacation, if such day is applied for and approved at least 14 days before the vacation. Provided, further, that only one bargaining unit Employee proper classification shall be entitled to take a personal leave day on any one day. Any additional personal leave days may be granted only with the Sheriff's approval. Part-time personnel may be used to fill a shift vacancy caused by use of personal time. For new hires, Personal Leave time shall accumulate at two hours per month. If an Employee is hired before the 15th day of the month, the Employee will receive two hours for that month. For Employees hired after the 15th day of the month, accumulation will begin the following month.

Section 8. Educational Leave: An Employee may be granted up to one year leave without pay, for educational purposes to further the Employee's career in law enforcement. This will be granted solely at the discretion of the Sheriff.

Section 9. Jury Duty Leave:

- A. A full time bargaining unit Employee who is summoned and subsequently assigned by applicable law for jury duty shall be granted the necessary time to serve as required. Jury duty leave shall be with full pay, with reimbursement to the County for any compensation received. Employees shall be expected to return to work, when not serving as a juror, on the day assigned by the Court as a juror. If, however, an employee's shift is required to be changed because of jury duty, the employee will not be entitled to pyramid or double pay for jury duty.
- B. Bargaining unit Employees who are summoned for jury duty and are scheduled by the Sheriff to work on an afternoon or midnight shift shall have their shift changed to a day shift. Employees will be required to give the Sheriff two (2) weeks notice if possible of the scheduled jury duty.

Section 10. If the funeral leave allowed pursuant to Section 6 requires a change in shift for the Employee called upon to cover for the Employee on funeral leave, the Employee whose shift is changed shall not receive overtime pay for said shift unless withholding of overtime pay would violate the applicable wage and hour laws. It is understood that this provision takes precedence over Article 25. HOURS OF WORK AND PREMIUM PAY, Section 7, which might otherwise grant overtime pay in such a situation.

ARTICLE 24. SICK LEAVE

Section 1. All members covered by this Agreement shall accumulate one day per month sick leave not to exceed twelve (12) days per year with pay, with a total accumulation of ninety (90) days. An Employee on sick leave shall be deemed to be on continued employment for the purpose of continuing all benefits of this Agreement. In the event of extended illness, an Employee shall first use all accumulated sick leave and thereafter shall use all accumulated vacation time.

Section 2. Pay for accumulated sick leave shall discontinue when the Employee has accumulated ninety (90) days of unused sick leave. Thereafter an Employee shall accumulate at the same rate twelve (12) days per year but accumulated unused sick leave above ninety (90) days shall be paid by payment of fifty percent (50%) of said accumulated sick leave above ninety (90) days at the Employee's straight time rate in the second pay period in December of each year for all accumulated unused sick leave above ninety (90) days as of November 30th of that year. Such payment shall be paid in lieu of paid time off for sick leave. In the event of severance of the Employee due to either retirement or death, the County will pay to the Employee or his/her estate, a sum of money equal to the total of accumulated sick leave up to ninety (90) days and one-half of accumulated sick leave above ninety (90) days which was earned by the Employee up to the date of retirement or death which was not paid prior to retirement or death. In the event of severance other than retirement or death but under honorable conditions, the County shall pay the Employee a sum of money equal to one-half of accumulated, unused, sick leave whether before or after accumulations of ninety (90) days.

Section 3. In order for an Employee to be entitled to use sick leave, he/she must notify the desk officer at least two hours prior to the start of his/her shift. An Employee absent for three days or more may be required to present a doctor's report on the cause and justification of his/her absence. Employees proven to be abusing sick leave may be subject to progressive disciplinary action. Fraud or misrepresentation on such written form shall be grounds for disciplinary action.

Section 4. All Employees injured on the job may apply prorated sick pay time as to the difference between regular pay and that amount received from Worker's Compensation, to the extent of his/her unused sick leave.

Section 5. If any Employee becomes ill (unrelated to his/her work) to a point that he/she cannot perform his/her work, he/she may, after using all sick and vacation time, request up to a one year's leave of absence without pay; provided, however, the leave is substantiated by a doctor's certificate. If the illness of a member of his/her immediate family makes it impossible for the Employee to work, such leave may be granted at the Sheriff's discretion on showing of medical proof. Such leaves may be extended beyond one year at the discretion of the Sheriff.

Section 6. Employees who do not use any sick leave during the calendar year (January 1 through December 31) shall be credited with two (2) additional vacation days on January 1 in the following year. Employees who use one (1) day of sick leave during the calendar year (January 1 through December 31) shall be credited with one (1) additional vacation days on January 1 in the following year. The additional incentive day(s) shall be taken within one calendar year.

Section 7. An Employee who is injured during the course of his or her employment shall be paid for all hours scheduled to work on the date of the

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injury and shall be paid for all days scheduled to work during the seven (7) day waiting period. Said payment shall be considered an advance by the County until the employee receives payment from the workers compensation carrier. Payment for scheduled days shall be at one hundred percent (100%) of the Employee's regular rate of pay. Once the Employee has received payment from the workers compensation carrier for the seven (7) day waiting period, the Employee shall be notified in writing that they have five (5) business days to reimburse the County for net wages advanced by the County. Said notice shall include the net amount owed to the County and also state that if the Employee does not comply with the five (5) day time period, said amount shall be deducted from the Employee's next regular scheduled paycheck(s).

ARTICLE 25. HOURS OF WORK AND PREMIUM PAY

Section 1. The Sheriff has the right to assign the hours of work, including but not limited to either an eight (8), ten (10), or twelve (12) hour shift for all persons working as Correction Officers. The Sheriff has the right to assign to assign the hours of work, including but not limited to an eight (8), ten (10), or twelve (12) hour shift for all deputies (Police Officers) assigned to law enforcement duties. For purposes of overtime pay this definition shall not apply where:

- a. The Employee's regular shift is changed at the Employee's request;
- b. The Employee's regular shift has a variable starting time.

If other than an eight hour shift or if a set day off shift (non-rotating) is utilized by the Sheriff, bargaining unit members will have the opportunity, pursuant to Article 25, Sect. 9, to bid on both the shift and schedule (i.e. scheduled days off) which they would prefer to work.

Section 2. No Employee shall be required to work in excess of 16 hours in a 24 hour period except with the Employee's approval or in the event of a Sheriff's Office emergency.

Section 3. Call back time shall be paid at the rate of one and one-half times the Employee's regular rate of pay, with a two hour guarantee. Call back time shall be deemed to include Court time whenever the Employee must appear in Court and deposition time whenever the Employee is required to appear for testimony at the taking of depositions, as well as any hearings on "implied consent" during his/her off duty hours.

Section 4. If an Employee is called into a Sheriff's Office meeting while off duty, he/she will receive one and one-half the Employee's regular rate of pay for the time spent at the meeting, with one hour minimum guaranteed.

Section 5. The Sheriff's Office shall maintain an overtime seniority list. Overtime shall be distributed on the basis of highest seniority with lowest overtime worked. Only overtime worked shall be charged. Forced overtime, if for eight hours or more, shall be charged to the Employees Equalization of Overtime list. It is understood that if an employee has regular days off (including pass days) immediately adjacent to vacation, personal leave or compensatory time off, they may be called and offered overtime during their regular days off, but the overtime will not be forced.

Section 6. Employees who work overtime may be credited Compensatory Time-Off, at a rate of time and one-half, for each hour of overtime worked, in lieu of cash overtime pay. The scheduling of compensatory time off work must be

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approved in advance by an employee's immediate supervisor or the Sheriff, Undersheriff, or Jail Administrator. If compensatory time is granted, an employee who requests the use of compensatory time off shall be permitted to use such time within a reasonable period after making the request, provided the use of compensatory time off does not unduly disrupt the operations of the Department. If an employee has less than 120 hours of accrued compensatory time, the scheduling of compensatory time off shall be limited to time requested by, or consented to by the employee or unless the employee would otherwise be subject to a short-term layoff or leave of absence. However, if an employee has 120 or more hours of accrued compensatory time, the Department may, in its discretion, thereafter schedule compensatory time to be taken by the employee until such accrued total is reduced to less than 120 hours. Said Compensatory Time shall be earned and taken off under the following procedures:

- a. If an Employee is eligible and elects to be credited with Compensatory Time Off, in lieu of cash overtime payment, the Employee must fill out an Officer's Daily Time Report and turn in said report at the end of his/her shift. If the Employee fails to make such an election, the Employee will then be paid in cash for the overtime worked.
- b. Use of accumulated Compensatory Time-Off shall be scheduled in accordance with the Provisions of Article 26, Section 2(B); with the exception that requests for the utilization of accumulated Compensatory Time, requested less than fourteen (14) days in advance of the date or dates requested for time off, shall be granted at the sole discretion of the Sheriff or his/her designee.
- c. Requests for the utilization of Compensatory Time-Off for a period of less than eight (8) hours, shall be granted at the sole discretion of the Sheriff or his/her designee.
- d. Requests for competing date or dates shall be granted on a first-submitted, first-granted basis.

Section 7. In the event of a change of work schedule which required the Employee to report to work more than two (2) hours before or two (2) hours after their regularly scheduled starting time, the Employee affected shall receive ten (10) days written notice of such change before it is put into effect, unless a waiver of notice is mutually agreed upon.

Section 8. Shift Premium: All shifts starting between 1:00 p.m. and 6:00 a.m. are deemed premium shifts and Employees working on such shifts shall be paid a premium of two percent (2%) of base pay per hour for all hours worked in those shifts.

Section 9. Shift Preference: The Sheriff shall cause to be posted on the bulletin board on or before January 10, May 10, and September 10 of each year a notice directing the employees to select the shift on which they would prefer to work until the next posting period. The employees shall have through the 16th day of January, May, and September in which to set forth their individual shift preference. The Sheriff shall cause the shift schedule to be prepared by which shift preference will be honored in accordance with seniority as shown on the up-to-date seniority list and the same shall be posted on or before the 24th of January, May & September. Thereafter no changes shall be made except by mutual agreement between the parties involved

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in the change, provided however that in the event of unusual demands upon the Sheriff's office, such as unusual storms or floods, fires or other acts of nature, medical leaves or unusual crowds caused by visiting dignitaries or entertainment or dislocations caused by strikes, lockouts, or any other unusual disturbances requiring more than the usual amount of work, the Sheriff shall have the right to make such changes as he/she deems necessary under the circumstances, provided always that the provisions for overtime pay set forth in this agreement shall not be nullified by such occasions.

The Employer may place probationary Employees on any shift, irrespective of the shift preference rules until the next shift bid after said Employee's hire date. If an Employee is hired less than three months prior to the next shift bid, this exception to the shift preference rules shall continue until the second shift bid after that Employee was hired.

ARTICLE 26. VACATIONS

Section 1. Vacation Eligibility: an Employee will earn credits toward vacation with pay in accordance to the following schedule:

<u>Service Time</u>	<u>Days Per Year</u>
0-1 Year	0
1 Complete Year	12
2 Complete Years	12
3 Complete Years	12
4 Complete Years or more	12 plus accumulate an additional day for each completed year of service after three complete years of service up to a maximum of 24 days.

Section 2. Vacation Period:

- A. The Sheriff will post a notice on the bulletin board asking for Employees to indicate their individual preferences as to when they will take their vacations. These notices will remain on the bulletin board between April 1 and April 15, inclusive, and October 1 and October 15, inclusive. The notice shall be in such form as to permit Employees to place their names and the dates between which they want to take vacations (e.g. May through May 15). The vacations for the respective periods shall be granted to the Employee with the highest seniority as determined by the most recent seniority list. The notice shall provide a space for second choice and the Sheriff shall award vacation dates or alternate dates as closely as possible to the wishes of the Employees so long as the period sought does not interfere with the operations of the Sheriff's Office. The Sheriff shall post the vacation list as so determined on the same bulletin board within 5 days after expiration of the posting period. The list so posted shall commence on May 1 and November 1 of each calendar year.

- B. Vacations will be taken for a period of at least one day and no less, unless approved in advance by the Sheriff or his/her designee. Vacations, if sought after the posting period set forth in A above, must be sought in writing addressed to the Sheriff or his/her designee not less than two weeks before the first day of the vacation desired. Such requests may be granted provided it does not drastically interfere with the operation. Vacation may

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be carried over from one year to the next up to five days.

- C. If a holiday is observed by the Employer during an Employee's vacation, the vacation will be extended one continuous day with the vacation. However, in order to obtain the extra day, the vacation must be one of three days or more.
- D. A vacation may not be waived by an Employee and extra pay received for work during that period.
- E. If an Employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.
- F. Employees shall have access to the six month work schedule prior to the April and October notice dates in order to plan their vacation in advance.

Section 3. Rates During Vacation: Employees will be paid their current rate of pay based on their regular scheduled base while on vacation.

ARTICLE 27. LIFE, HOSPITALIZATION AND DISABILITY INSURANCE

Section 1. The County shall provide and pay the premium for a group term life insurance policy for each Employee in the bargaining unit in the amount equal to the Employee's yearly base wage. The policy shall contain a double indemnity clause. Employees who retire on or after the effective date of this Agreement will be insured for a \$5,000 group term life insurance policy.

Section 2. The County shall pay the group premium set forth below except as otherwise provided in this Article for hospitalization, surgical and medical insurance, semi private service for regular full time employees and their authorized dependents as defined by the insurance carrier, as provided for in Appendix B. The County reserves the right to change carriers for reasons of cost or service by providing benefits equal or better in their totality.

One Person Coverage	\$440.50
Two Persons Coverage	\$994.58
Family Coverage	\$1187.00

Effective April 1, 2009, the maximum sums provided by the County shall be increased by up to 10% over the actual monthly contribution paid by the County for the period March 31, 2008 through April 1, 2009.

Effective April 1, 2010, the maximum sums provided by the County shall be increased by up to 10% over the actual monthly contribution paid by the County for the period March 31, 2009 through April 1, 2010.

Effective April 1, 2011, the maximum sums provided by the County shall be increased by up to 10% over the actual monthly contribution paid by the County for the period March 31, 2010 through April 1, 2011.

If the foregoing rates increase above these levels, the employee will pay the increased cost through payroll deduction.

The County, the Union and the GELC will form a joint health insurance committee consisting of at least three (3) members of the Union, at least

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three (3) members of the GELC, the County Administrator, a County Commissioner and an Elected Official to review any changes to the health plan before implementation and to review methods to maintain or reduce healthcare costs during the term of this Agreement.

Employees and retirees of Gratiot County shall not be eligible for dual coverage as both a sponsor and dependent for any insurance coverage under this Agreement. Specifically, if both spouses are active employees of the County and eligible for health insurance coverage, the County will provide couple or, if appropriate, family coverage to one spouse; but if one spouse receives dual or family coverage the other spouse may not select any coverage and is not eligible to receive any insurance buyout sum.

Children who are dependents of an Employee who are 19 years old through 25 years old, so long as they are dependent and living with the Employee or attending school away from home but still dependent and who are deemed qualified dependents by the hospitalization insurance company insuring the program, shall be carried within the hospitalization insurance program. Provided that to make said dependent eligible, the Employee shall annually file an affidavit with the Employer setting forth as facts, the conditions required by the insurer to cover the dependent. Should any child of an Employee cease to be a dependent of said Employee as determined by the insurance carrier, said child will no longer be carried in the hospitalization program.

Section 3. Benefits Option Compensation

A. Effective April 15, 1992, a bargaining unit Employee who is entitled to County health care benefits under any Employee insurance plan or Employer self-insured plan shall have the option of receiving compensation in lieu of the Employer's health care benefits, provided said Employee signs a waiver with respect to increased tax liability as a result of said compensation.

B. Upon appropriate certification to the County that the Employee has health care benefits coverage through a program other than the County, the County will compensate the Employee annually according to the following schedule for each April to April time period:

<u>Coverage</u>	<u>Annual Amount</u>
Couple	\$1,500.00
Family	\$2,000.00

C. The parties understand that such compensation is subject to applicable withholding statutes. All actual payments shall be prorated based on the number of months the employee actually opt's out of the County's group health insurance program during the April to April time period.

D. A bargaining unit Employee who chooses the compensation in lieu of health benefits shall have the right to reenter the County health benefits plan during the next open enrollment period which is April 15th of each year.

E. Payment for the benefit option compensation shall be in a separate check on the first pay period in May of each year,

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beginning the year following the Employee's exercise of this option.

Section 4. The Employer shall pay the premium except as otherwise provided in this Article for all full-time Employees and their authorized dependents as defined by the insurance carrier for a dental plan. The County reserves the right to change carriers for reasons of cost or service by providing benefits equal or better in their totality. The current plan in effect is summarized in the benefits at a glance summary in "Appendix B".

Section 5. Each full-time Employee will be provided with long term disability insurance. All payable benefits must meet insurance carrier requirements for eligibility and reporting. Payable benefits begin on the 91st day for accident and illness and are payable to the Social Security Normal Retirement Age. Employees will receive 60% of income to a maximum benefit not to exceed \$5,000.00 per month, excluding bonuses, overtime and other compensation not considered to be basic wages. The County reserves the right to change carriers for reasons of cost or service by providing benefits equal or better in their totality.

ARTICLE 28. RETIREMENT

Section 1. Except as set forth below, full time and regular part time employees who work 1,040 hours per year or more, the County will fund participation in MERS B-3, F50/25, V-10, FAC 5 E-2 Retirement Plan. Commencing on October 1, 2008, the Employer's shall contribute the cost of the former MERS B-1 Plan (currently 13.5%) plus the "excess savings" (as defined below) realized from the change in the Health Plan attributable to unit and non-union employees whom participate in the MERS pension plan. Commencing on October 1, 2008 employees eligible for the participation in the MERS retirement plan shall be required to pay, through payroll deduction, the additional costs of the MERS benefit, up to a maximum of 5%, to the extent that such costs exceed the cost of the former MERS B-1 Plan and if the "excess savings" (defined below) are not sufficient to fully offset such MERS employee contribution.

"Excess Savings"-

The Employer has agreed not to charge a fixed percentile co-pay for employee health insurance on the concept that the negotiated change in health insurance plan would in a base annualized savings of \$65,000 per fiscal year (the "Base Health Insurance Savings") attributable to unit and non-union employees paid from the general fund. However, Base Insurance Savings shall be adjusted, on a pro-rata computation, to reflect increases or decreases in the unit and non-union workforce paid from the general fund. To the extent that the Base Health Insurance Savings exceeds \$\$65,000, any excess savings over the Base Health Insurance Savings attributable to unit paid from the general fund exceeds \$\$65,000, any excess savings attributable to unit and non-union employees paid from the general fund shall be utilized, on a pro-rata basis, to:

- a. Offset, in whole or in part, MERS pension costs to be paid by those unit employees whom are eligible for the MERS retirement plan, and,
- F. To increase the Employer contribution for those unit and non-union employee's whom are eligible for contributions to a defined contribution plan (up to a maximum employer contribution of 10%).

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The Employer shall provide the Union with notice and, upon request, any relevant documents reflecting the Base Health Insurance Savings realized by the County for the prior fiscal year. If the Base Health Insurance Savings are insufficient to fully offset the employee's MER's pension contribution and/or to fully augment the Employer's defined contribution contributions, the Employer shall provide the Union with notice as to the percentile employee contribution for retirement benefits. If the Base Health Insurance Savings exceeds those sums necessary to fully offset the employee's MER's pension contribution and to fully augment the Employer's defined contribution contributions, the Employer and Union shall meet on or after September 1, 2009 to bargain over a method of distribution of such additional excess savings

Effective October 1, 2000, all new hires to the unit will become members of the Gratiot County Defined Contribution Plan managed by the ICMA Retirement Corporation which provides for the following Employee and Employer contributions:

<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Total</u>
5%	0%	5%
10% (match 1 to 1)	5%	15%

Effective October 1, 2008, all new hires to the unit will become members of the Gratiot County Defined Contribution Plan managed by the ICMA Retirement Corporation which provides for the following Employee and Employer contributions:

<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Total</u>
3%	0%	3%
6% (match 1 to 3)	9%	15%

The Employee must select one (1) of the above contribution plans initially upon being hired and shall not be eligible to change the selected contribution rates. Under the Gratiot County Defined Contribution Plan, the Employee will be provided with maximum portability of both Employee and Employer contributions including earnings on the Employer and Employee contributions by allowing the Employee, upon termination of employment, to withdraw the entire amount of the Employee contribution including earnings. The Employee will also be able to withdraw a percentage of the Employer contributions on a sliding scale based on the years of service as scheduled below:

<u>Service Time</u>	<u>Retained By Employee</u>
0-2 Years	0%
2 Complete Years	25%
3 Complete Years	50%
4 Complete Years	75%
5 Complete Years or more	100%

Employees can select from the investment options provided by ICMA to utilize for their portion of the retirement contributions and after 100% vesting the Employee shall select the option for both the Employer's and the Employee's funds. The County shall be responsible for coordinating the Gratiot County Defined Contribution Plan with the ICMA and shall hold the Union harmless for employee liability related to the new program.

Section 2: Hospital/Medical Benefits for retired bargaining unit Employees: Except as set forth below, bargaining unit members who retire on or after the effective date of this agreement with 10 years or more of service will receive an annual credit towards their County group health insurance premium in accordance with the following schedule:

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Years of Service	Annual Retiree Health Insurance Credit
10 complete years of service	\$500
11 complete years of service	\$700
12 complete years of service	\$900
13 complete years of service	\$1,100
14 complete years of service	\$1,300
15 complete years of service	\$1,500
16 complete years of service	\$1,700
17 complete years of service	\$1,900
18 complete years of service	\$2,100
19 complete years of service	\$2,300
20 complete years of service	\$2,500
21 complete years of service	\$2,700
22 complete years of service	\$2,900
23 complete years of service	\$3,100
24 complete years of service	\$3,300
25 complete years of service	\$3,500

Upon retirement, all retirees shall make a one time irrevocable decision to either participate in the County's health insurance plan or to not participate in the County's health insurance plan utilizing the form below. If the retiree elects to participate in the County health insurance plan after retirement, the credit shall be applied towards the cost of the County's health insurance plan and the retiree shall pay the difference. If the retiree decides not to participate in the County health insurance plan, the retiree shall receive a lump sum payment equal to the credit earned each year. Said payment shall be in a separate check by April 15th of each year. Once the retiree reaches the age requirement for Medicare, the County health plan shall no longer be available and the retiree shall receive the credit earned in a lump sum payment.

COUNTY OF GRATIOT
RETIREE HEALTH INSURANCE
OPT OUT AGREEMENT
FOR SHERIFF'S OFFICE RETIREES

I, _____, hereinafter referred to as "retiree", a recently retired employee of the Gratiot County Sheriff's Office, hereinafter referred to as "County", understand and acknowledge the following:

- A. Retiree understands that pursuant to Article 28 of the collective bargaining agreement currently in force between the County and the Police Officers Association of Michigan, Gratiot County Sheriff's Office Unit, retiree would be entitled to continue to be covered under the current retiree group health insurance plan provided by the County to its Sheriff Department retirees.
- B. Retiree, with that knowledge, nevertheless has elected to opt out of said group health insurance coverage and will therefore receive an annual opt out payment of \$ _____ due by the April 15th of each year. The first opt out payment shall be made by April 15th, _____ in the amount of _____ which is the annual sum listed above prorated until the first April 15th occurring after the retiree's last day of work which was _____. Thereafter, the retiree shall then receive the full annual opt out payment by April 15th in each subsequent year. Said annual opt out payments shall continue until the death of the retiree.
- C. Retiree shall be responsible for any tax liability associated with said opt out payment.
- D. Retiree understands and acknowledges that by making the decision to opt out of the retiree health insurance plan, the retiree may not reenter the retiree health insurance plan.

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E.	Retiree understands that, except for the annual opt out payment described above, the County shall have no further obligation to retiree with respect to health insurance coverage.	
Date:	_____	Retiree: _____
		Printed Name

		Signature

Effective October 1, 2008 all new hires to the unit will not be eligible for any retirement health insurance benefit from the County.

Effective November 1, 2008 all new hires to the unit will not be eligible for any retirement life insurance benefit from the County.

Section 2.5. Retirement Health Savings Program-For the term of this Agreement, the County will establish a health care savings program ("HCSP" or "Program") through MERS to provide for the funding of health benefits for retirees and beneficiaries. There will be two employee groups eligible for this program, each of which will have differing contribution benefits and requirements. Specifically, a. Existing full time employees eligible for retiree healthcare under the County retiree healthcare plan and who elect to irrevocably opt out of the County Plan and the right to County medical coverage ("Existing Opt Outs"); and, c. New hires whom are not eligible for retiree healthcare or coverage under the County Plan ("New Hires").

Existing Opt Outs:

Employer contribution:

Initial Lump Sum Contribution: See, Appendix C.

Yearly Contribution: Employer will contribute (See Appendix C) dollars per year up to a maximum contribution of:

- 0-5 Years seniority (as of date of opt out decision)- \$13,860
- 6-10 Years seniority (as of date of opt out decision)- \$17,790
- 11-15 Years seniority (as of date of opt out decision)- \$22,550

Vesting for employer contributions does not occur until 10 years.

Employee contributions:

Mandatory Salary Reduction Contributions: 1% to maximum permitted by MERS

Mandatory Leave Conversions: Compensatory time over 120 hours.

Ability to make voluntary post tax contributions.

New Hires:

Employer contribution: Employer will contribute \$300 dollars per employee per year of service-up to a maximum of 25 years of service. Vesting does not occur until 10 years.

Employee contributions:

Mandatory Salary Reduction Contributions: 1% to 5%;

Mandatory Leave Conversions: Compensatory time over 120 hours.

Ability to make voluntary post tax contributions.

Section 3. Payment of all banked time off upon separation of service: All banked time off shall be paid to an employee who separates from service according to the table listed below:

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Category	Policy
Sick Time - retirement or death	Employee will be paid 100% up to 720 hours at their current hourly rate of pay and one half (50%) of any accumulated hours above 720.
Sick Time -separation from service for reasons other than retirement or death, but honorable circumstances	Employee will be paid one half (50%) of all accumulated hours at their current hourly rate of pay.
Vacation Time- separation from service for any reason	Employee will be paid 100% of hours at current hourly rate of all accumulated hours. Vacation time is awarded from the employees date of hire.
Holiday Pay - separation from service for any reason	Employee will be paid for all hours earned from January 1 of the current year through last day of work at their current hourly rate of pay. The maximum time that can be earned is 100 hours. Holiday pay is earned on a calendar year basis.
Personal Leave - separation from service for any reason	Employee will be paid for all hours earned but not used during the year at their current hourly rate of pay. The maximum time that can be earned is 24 hours and the hours will be prorated from October 1 to the employees last day of work. Personal leave time is earned on a fiscal year (October to September) basis.
Compensatory Time - separation from service	Employee will be paid for any unused, accumulated compensatory time at their

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for any reason	current hourly rate of pay. Maximum accumulation is limited to what is currently allowable under the Fair Labor Standards Act.
Health Insurance Buy Out - separation from service for any reason	The final payment shall be prorated from the beginning of the buyout period (April 15 th to April 15 th) until the employee's last day of work and number of months the employee was actually on the buyout program. Said payment shall on the first pay period in May.

ARTICLE 29. UNIFORMS

Section 1. The County shall furnish and maintain the following for all inside personnel.

- 3 short sleeve shirts
- 1 long sleeve shirt
- 3 pair of pants
- 1 pair boots or oxfords (limit \$150.00)
- 1 shirt badge
- 1 I.D. case with I.D. card
- 1 pant belt
- 1 pair handcuffs and handcuff case
- OC spray (if qualified)

Section 2. The County shall furnish and maintain the following for all road patrol personnel.

- 1 cap, saucer type
- 1 hat, fur type
- 1 combination all purpose coat
- 1 International orange overcoat
- 3 winter shirts
- 3 summer shirts
- 1 tie
- 1 gun belt
- 1 pants belt
- 1 pair handcuffs and handcuff case
- 1 double belt pouch
- 1 leather holster
- 1 service pistol
- 3 pairs trousers
- 1 pair boots or oxfords (limit \$150.00)
- 3 badges; hat, shirt and coat
- 1 I.D. case
- 1 pair gloves
- 1 bullet resistant vest
- 1 mag-lite flashlight
- OC spray (if qualified)

Section 3. The County shall furnish the following for all detectives and Employees assigned to MAGNET: 1 badge and/or identification certificate \$500.00 clothing and footwear allowance to be disbursed in \$125.00 increments at the end of each completed quarter as long the Employee remains in said

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position.

Section 4. Uniforms worn by certified deputies shall be such as are prescribed by the Michigan Sheriff's Association.

ARTICLE 30. GENERAL

Section 1. Bulletin Boards: The County shall furnish a bulletin board in the Sheriff's Office which may be used for notices approved by the County and the bargaining unit.

Section 2. Safety: The County shall make reasonable provisions for the safety of its Employees during the hours of their employment and shall provide all safety devices and equipment which the County may require Employees to use during such working hours. A joint safety committee shall be formed. The committee will consist of four members, namely the law enforcement committee chairman, the Sheriff or his/her representative, one Road Patrol Deputy and one Corrections Officer elected by the bargaining unit. The committee shall meet to discuss and recommend solutions to safety issues relating to the Sheriff's Office. Meetings may be called at the request of any one of the Committee members, to be held at a mutually agreeable time and place.

Section 3. Employer will furnish one portable radio, ammunition, riot helmet, and one gas mask to each road patrol officer. One shotgun will be issued for each patrol car. Correctional staff will be allowed to keep old boots when new boots are purchased. Upon receipt of new boots, correctional staff may not wear the new boots for any other purpose other than duty at the jail, and may not wear the old boots at work. If an employee violates this provision, the Sheriff may, in his sole discretion, require the offending employee to turn in the old boots. If the Sheriff makes such determination, such determination shall not be subject to the Grievance or Arbitration procedures.

Section 4. On all trips to transport prisoners out of state, two officers will go and expense money will be paid in advance. The Employee shall provide a full accounting of any money advanced within seven days after returning from the trip.

Section 5. Inmate Transportation: Whenever it is necessary to transport mentally ill persons or potentially dangerous persons to or from any state hospital or correctional institution or other jail facility, two Gratiot County deputies shall be assigned to the task. In other cases, one shall be sufficient.

Section 6. Vehicle Safety: If a vehicle should be regarded as defective, an Employee should immediately inform his/her supervisor. If the supervisor determines the car to be defective, he/she shall cause the vehicle to be removed from service until cleared by a certified mechanic designated by the Employer as fit for road service.

Section 7. Ammunition: All Employees who are required to carry firearms shall be issued the following amount of ammunition:

- A. Target Ammo. - 50 rounds monthly, provided the empty brass is returned to the Sheriff's Office.
- B. Service Ammo. - to be provided upon hiring and to be changed annually.

Section 8. Legal Assistance: The Employer will provide to the Employee such legal assistance as would be required when civil action is brought against an Employee as a result of the acts occurring when and while a said Employee is in the performance of his/her police duties and responsibilities; provided that notification is immediately given to the Employer that service or process was made upon the Employee. For the purpose of this section, legal assistance will only be provided when the Employee has done acts pursuant to authority conferred by law or within the scope of employment.

Section 9. The Employer may compromise, settle, and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages

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is awarded against an Employee as the result of any civil action for personal injuries or property damage and while acting within the scope of his/her authority. The Employer shall indemnify the officer, pay, settle or compromise the judgment; provided that exempt from application of this provision is any conduct or action of any Employee who is under the influence of intoxicants or drugs. The Employer shall make the selection of the attorney or attorneys to represent the Employee in any particular matter after consultation with the Employee. Provided, however, that any attorney which is employed by any insurer who insures the County against such actions shall be deemed to be satisfactory to both parties.

Section 10. It is agreed that while the Sheriff's Office is working eight (8) hour shifts, up to three (3) employees may be off on vacation at one (1) time if there are qualified part-time employees available to fill in. In the Jail, minimum staffing requires at least two (2) employees with one hundred sixty (160) hours of certification, one (1) of whom must be full time.

ARTICLE 31. COMPENSATION

Section 1. The wages of the Gratiot County Sheriff's Office, effective October 1, 2007, shall be increased by 0% at all levels of the classifications of Detective and Patrol Sergeant, Patrol Deputy, Corrections Officer and/or Corrections Officer/Dispatcher, Police Clerk and Food Service Manager.

Effective February 15, 2008, unit employees actively employed by the Sheriff's Office on that date shall receive a \$700 bonus.

Effective October 1, 2009, the wages shall be increased by 1.75% at all levels of the classifications of Detective and Patrol Sergeant, Patrol Deputy, Corrections Officer and/or Corrections Officer/Dispatcher, Police Clerk and Food Service Manager.

Effective October 1, 2010, the wages shall be increased by an additional 2%. See Appendix A.

Section 2. Holidays: Provided the Employee works the scheduled day before the holiday and also works the scheduled day after the holiday, he/she shall be paid eight (8) hours pay for each of the following full holidays and four (4) hours pay for each half-holiday, payable at the Employee's regular rate of pay whether the Employee works said holiday or not. This pay shall be in addition to the pay provided in paragraph six (6) of this article. The paid holidays are the following:

New Years - Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday (4 hours)	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	

- A. Employees will be paid for the total of the above holidays on the first business day of December for all the holidays which had accrued during the calendar year.
- B. If an Employee had not worked the day before or the day after the holiday, because he/she was excused by reason of sick leave, personal leave, or vacation, he/she shall still be entitled to holiday pay for that holiday.
- C. If an Employee works on a holiday or half-holiday, the Employee shall be compensated at two (2) times his/her base rate of pay for that day.
- D. The payment for holidays shall be in a separate check.

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ARTICLE 32. EDUCATION INCENTIVE

Section 1. Effective the year beginning January 1, 1996, the Employer will pay **eligible** Employees an annual education incentive bonus as follows:

2 year degree	\$100.00
4 year degree	\$200.00
Masters degree	\$400.00

Section 2. Effective October 7, 2008 all new hires to the unit will not be eligible for any education incentive benefit from the County.

ARTICLE 33. LETTERS OF AGREEMENT/UNDERSTANDING

All Letters of Agreement or Letters of Understanding currently in force shall remain in full force and effect during the periods covered by this Agreement unless modified, in writing, or by a future Agreement.

ARTICLE 34. SAVING CLAUSE

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

ARTICLE 35. SUCCESSORS CLAUSE

This Agreement shall be binding upon the Employer's successor, assignees, purchasers, lessee or transferees, whether such succession, assignment or transfer be effected voluntarily, or by the operation of law; and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merger or consolidated Employer.

ARTICLE 36. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m. on September 30, 2011.

Section 1. Either party wishing to negotiate a new agreement beyond September 30, 2011, shall give notice to the other party no less than ___ days prior to July 1, 2011, negotiations to commence no later than July 1, 2011 and conclude by October 1, 2011, if possible. If no such notice is given, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party at least 150 days prior to December 31 of any year after the years herein above set forth.

Section 2. Such notice of termination in any case shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to the Police Officers Association of Michigan, and if to the Employer, to such address as the Union or the Employer may make available to each other. During any negotiations of any future agreements, all the benefits herein contained shall remain in effect.

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Executed this 7th day of October, 2008, by the undersigned on behalf of their respective principals.

FOR THE UNION

Name:
Title:

Charles McCall / Charles A. McClellan

Name:
Title: VICE President

Brian Baublitz

Name:
Title: President

Name:
Title:

FOR THE COUNTY

Linton Chapin

Linton Chapin, Chairman
Board of Commissioners

Robert L. Beracy

Robert L. Beracy,
Sheriff

Brian Smith

Brian Smith,
Administrator

APPENDIX A

**SHERIFF'S OFFICE
WAGES
OCTOBER 1, 2007
THROUGH
SEPTEMBER 30, 2011**

	10/1/2007		10/1/2008		10/1/2009		10/1/2010	
Detective/Patrol Sgt	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Start	\$37,225.76	\$17.90	\$37,225.76	\$17.90	\$37,877.21	\$18.21	\$38,634.76	\$18.57
Six Months	\$40,262.56	\$19.36	\$40,262.56	\$19.36	\$40,967.15	\$19.70	\$41,786.50	\$20.09
Four Years	\$42,136.64	\$20.26	\$42,136.64	\$20.26	\$42,874.03	\$20.61	\$43,731.51	\$21.02
Seven Years	\$42,298.88	\$20.34	\$42,298.88	\$20.34	\$43,039.11	\$20.69	\$43,899.89	\$21.11
Ten Years	\$43,361.76	\$20.85	\$43,361.76	\$20.85	\$44,120.59	\$21.21	\$45,003.00	\$21.64
Patrol Deputy	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Start	\$35,451.52	\$17.04	\$35,451.52	\$17.04	\$36,071.92	\$17.34	\$36,793.36	\$17.69
One Year	\$37,192.48	\$17.88	\$37,192.48	\$17.88	\$37,843.35	\$18.19	\$38,600.22	\$18.56
Two Years	\$37,764.48	\$18.16	\$37,764.48	\$18.16	\$38,425.36	\$18.47	\$39,193.87	\$18.84
Three Years	\$38,344.80	\$18.44	\$38,344.80	\$18.44	\$39,015.83	\$18.76	\$39,796.15	\$19.13
Four Years	\$39,305.76	\$18.90	\$39,305.76	\$18.90	\$39,993.61	\$19.23	\$40,793.48	\$19.61
Seven Years	\$40,287.52	\$19.37	\$40,287.52	\$19.37	\$40,992.55	\$19.71	\$41,812.40	\$20.10
Ten Years	\$41,294.24	\$19.85	\$41,294.24	\$19.85	\$42,016.89	\$20.20	\$42,857.23	\$20.60
Corrections	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Start	\$34,505.12	\$16.59	\$34,505.12	\$16.59	\$35,108.96	\$16.88	\$35,811.14	\$17.22
One Year	\$36,244.00	\$17.43	\$36,244.00	\$17.43	\$36,878.27	\$17.73	\$37,615.84	\$18.08
Two Years	\$36,822.24	\$17.70	\$36,822.24	\$17.70	\$37,466.63	\$18.01	\$38,215.96	\$18.37
Three Years	\$37,400.48	\$17.98	\$37,400.48	\$17.98	\$38,054.99	\$18.30	\$38,816.09	\$18.66
Four Years	\$38,336.48	\$18.43	\$38,336.48	\$18.43	\$39,007.37	\$18.75	\$39,787.52	\$19.13
Seven Years	\$39,297.44	\$18.89	\$39,297.44	\$18.89	\$39,985.15	\$19.22	\$40,784.85	\$19.61
Ten Years	\$40,279.20	\$19.37	\$40,279.20	\$19.37	\$40,984.09	\$19.70	\$41,803.77	\$20.10
Food Service Mgr	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Start	\$29,103.36	\$13.99	\$29,103.36	\$13.99	\$29,612.67	\$14.24	\$30,204.92	\$14.52
One Year	\$29,475.68	\$14.17	\$29,475.68	\$14.17	\$29,991.50	\$14.42	\$30,591.33	\$14.71
Two Years	\$29,841.76	\$14.35	\$29,841.76	\$14.35	\$30,363.99	\$14.60	\$30,971.27	\$14.89
Three Years	\$30,216.16	\$14.53	\$30,216.16	\$14.53	\$30,744.94	\$14.78	\$31,359.84	\$15.08
Four Years	\$30,592.64	\$14.71	\$30,592.64	\$14.71	\$31,128.01	\$14.97	\$31,750.57	\$15.26
Seven Years	\$30,946.24	\$14.88	\$30,946.24	\$14.88	\$31,487.80	\$15.14	\$32,117.56	\$15.44
Ten Years	\$31,335.20	\$15.07	\$31,335.20	\$15.07	\$31,883.57	\$15.33	\$32,521.24	\$15.64

APPENDIX B

POLICE OFFICERS ASSOCIATION OF MICHIGAN

GRATIOT COUNTY SHERIFF'S OFFICE UNIT

SUMMARY OF HEALTH INSURANCE

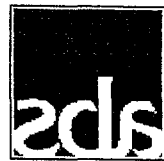
AND

DENTAL INSURANCE

PLANS

OTHERS

CURRENT



**Gratiot County Benefits at a Glance Plan II
PPOM**

Deductible (Does not apply to Coinsurance maximum.) - individual	In-Network \$100 Per calendar year	Out-of-Network \$250 Per calendar year
	Deductible waived if service is performed in PPOM Physician office	Out of network Deductible amounts also apply to In-Network Deductible
- family, aggregate	\$200 per calendar Year	\$500 per calendar year
	Deductible waived if service is performed in PPOM Physician office	Out of network Deductible amounts also apply to In-Network Deductible
Coinsurance excludes mental health care, substance abuse care and private duty nursing copays		
Individual maximum	\$500 per Calendar Year	\$1,500 Per Calendar Year
Family maximum	\$1,000 per Calendar year	\$3,000 per Calendar Year
Co-pays		
Fixed Dollar co-pays	\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
Percent	10% for general services, waived if service is performed in a PPOM physician office, and 50% for mental health care, substance abuse care and private nursing	30% for general services, and 50% for mental health care, substance abuse care and private duty nursing, services without a network are covered at the in-network level.
Lifetime Maximum, All Benefits Combined	\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted for individual services	
	<u>In-Network</u>	<u>Out-of Network</u>
Hospital Care		
Semi-Private room, Inpatient Physician Care, General nursing Care, Hospital	Coverd-90% after deductible	Covered- 70% after deductible
	Unlimited Days	Unlimited Days
Inpatient Consultations	Coverd-90% after deductible	Covered- 70% after deductible
Chemotherapy	Coverd-90% after deductible	Covered- 70% after deductible
Emergency Medical Care		
Hospital Emergency Room-approved Diagnosis	Covered-\$50 Copay, waived if admitted or for an accidental injury	Covered-\$50 Copay, waived if admitted or for an accidental injury
Ambulance Services-Medically necessary	Coverd-90% after deductible	Coverd-90% after deductible
Diagnostic Services		
Laboratory and Pathology Tests	Coverd-90% after deductible	Covered- 70% after deductible
Diagnostic Tests and X-rays	Coverd-90% after deductible	Covered- 70% after deductible
Radiation Therapy	Coverd-90% after deductible	Covered- 70% after deductible
Maternity Services provided by Physician		
Pre-Natal and Post Natal care (Includes services by certified nurse midwife)	Covered 100%	Covered 70% after deductible
Delivery and Nursery care (Includes services by certified nurse midwife)	Coverd-90% after deductible	Covered 70% after deductible
Wellness/Preventive Care Benefits	Limited to \$500 per member per year	
Health Maintenance Exam-Includes select lab and diagnostic procedures	100%, one per calendar year	Not Covered
Annual Gynecological Exam	100%, one per calendar year	Not Covered
Pap Smear Screening-laboratory services only	100%, one per calendar year	Not Covered

Well-Baby and Child care	Covered-100% <ul style="list-style-type: none"> 6 visits, birth through 12 months 6 visits, 13 months through 23 months 2 visits, 24 months through 35 months 2 visits, 36 months through 47 months 1 visit per year, 48 months through age 15 	Not Covered
Immunizations	Covered 100%, up through age 16	Not Covered
Fecal Occult Blood Screening	100%, one per calendar year	Not Covered
Prostate Specific Antigen Screening	100%, one per calendar year	Not Covered
Flexible Sigmoidoscopy Exam	100%, one per calendar year	Not Covered
Mammography Screening	Covered-90%, After Deductible, One per calendar year, no age restrictions	Covered-70%, after deductible One per calendar year, no age restrictions
Surgical Services		
Surgery-Includes related surgical services	Covered- 90% after deductible	Covered- 70% after deductible
Voluntary Sterilization	Covered- 90% after deductible	Covered- 70% after deductible
Physician Office Services		
Office Visits	Covered-\$10 copay	Covered- 70% after deductible
Outpatient and Home Visits	Coverd-90% after deductible	Covered- 70% after deductible
Office Consultations	Covered-\$10 copay	Covered- 70% after deductible
Urgent Care Center	Covered-\$10 copay	Covered- 70% after deductible,
Alternatives to Hospital Care		
Skilled Nursing Care	Coverd-90% after deductible up to 120 days per calendar year	Covered- 90% after deductible up to 120 days per calendar year
Hospice Care	Covered 100% Limited to dollar maximum which is adjusted annually	Covered 100% Limited to dollar maximum which is adjusted annually
Home Health Care	Covered- 90% after deductible unlimited visits	Covered- 90% after deductible unlimited visits
Human Organ Transplants		
Specified Organ Transplants	Covered 100% up to \$1 million maximum per transplant type	Covered 70% after deductible up to \$1 million in designated facilities only
Bone Marrow	Covered- 90% after deductible	Covered- 70% after deductible
Kidney, Cornea and Skin	Covered- 90% after deductible	Covered- 70% after deductible
Mental Health Care and Substance Abuse Treatment		
Inpatient Mental Health Care (Unlimited Days)	Covered 50% after deductible	Covered 50% after deductible
Inpatient Substance Abuse Treatment (Unlimited days, up to \$15,000 annual, \$30,000 Lifetime Maximum)	Covered 50% after deductible	Covered 50% after deductible
Outpatient Mental Health Care (up to \$2,000 annual, \$5,000 Lifetime maximum, combined with inpatient maximum)		
Facility and Clinic	Covered 50%, After deductible	Covered 50%, After deductible
Physicians Office	Covered 50%	Covered 50%, After deductible
Outpatient Substance Abuse Care (Up to State Dollar Maximum)	Covered 50% after deductible	Covered 50% after deductible
Other Services		
Outpatient Diabetes Management program	Covered- 90% after deductible	Covered- 70% after deductible
Allergy Testing and Therapy	Covered 100%	Covered- 70% after deductible
Chiropractic Spinal Manipulation- up to 24 visits per year	Covered 100%	Covered- 70% after deductible
Outpatient Physical, Speech and Occupational Therapy	A combined 60 visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physicians office	
facility and Clinic	Covered- 100% after deductible	Covered- 70% after deductible

Physicians Office-Excludes speech and occupational Therapy	Covered- 100% after deductible	Covered- 70% after deductible
Durable Medical Equipment	Covered- 90% after deductible	Covered- 90% after deductible
Prosthetic and Orthotic Appliances	Covered- 90% after deductible	Covered- 90% after deductible
Private Duty Nursing	Covered 50%, after deductible	Covered 50%, after deductible
Prescription Drug	Retail \$10/\$60 Mail Order \$10/ \$60 General Enforcement Required	

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APPENDIX C

POLICE OFFICERS ASSOCIATION OF MICHIGAN

GRATIOT COUNTY SHERIFF'S OFFICE UNIT

SUMMARY EMPLOYER CONTRIBUTIONS TO THE RETIREE
HEALTH CARE SAVINGS PROGRAM FOR EXISTING, OPT-
OUT EMPLOYEES

Sheriff's Union Health Savings Plan

Retire @ age 55		With 1st year lump sum contribution			
0-5 Years of Service		6-10 Years of Service		11-15 Years of Service	
<u>Date</u>	<u>Contribution</u>	<u>Date</u>	<u>Contribution</u>	<u>Date</u>	<u>Contribution</u>
January 1, 2009	\$1,500	January 1, 2009	\$2,400	January 1, 2009	\$4,000
January 1, 2010	\$515	January 1, 2010	\$810	January 1, 2010	\$1,325
January 1, 2011	\$515	January 1, 2011	\$810	January 1, 2011	\$1,325
January 1, 2012	\$515	January 1, 2012	\$810	January 1, 2012	\$1,325
January 1, 2013	\$515	January 1, 2013	\$810	January 1, 2013	\$1,325
January 1, 2014	\$515	January 1, 2014	\$810	January 1, 2014	\$1,325
January 1, 2015	\$515	January 1, 2015	\$810	January 1, 2015	\$1,325
January 1, 2016	\$515	January 1, 2016	\$810	January 1, 2016	\$1,325
January 1, 2017	\$515	January 1, 2017	\$810	January 1, 2017	\$1,325
January 1, 2018	\$515	January 1, 2018	\$810	January 1, 2018	\$1,325
January 1, 2019	\$515	January 1, 2019	\$810	January 1, 2019	\$1,325
January 1, 2020	\$515	January 1, 2020	\$810	January 1, 2020	\$1,325
January 1, 2021	\$515	January 1, 2021	\$810	January 1, 2021	\$1,325
January 1, 2022	\$515	January 1, 2022	\$810	January 1, 2022	\$1,325
January 1, 2023	\$515	January 1, 2023	\$810	January 1, 2023	\$1,325
January 1, 2024	\$515	January 1, 2024	\$810		
January 1, 2025	\$515	January 1, 2025	\$810		
January 1, 2026	\$515	January 1, 2026	\$810		
January 1, 2027	\$515	January 1, 2027	\$810		
January 1, 2028	\$515	January 1, 2028	\$810		
January 1, 2029	\$515				
January 1, 2030	\$515				
January 1, 2031	\$515				
January 1, 2032	\$515				
January 1, 2033	\$515				