

12/31/87

AGREEMENT

between

IOSCO COUNTY BOARD OF COMMISSIONERS  
and  
IOSCO COUNTY SHERIFF

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN  
Effective January 1, 1985 to December 31, 1987

*Iosco County*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

IOSCO COUNTY BOARD OF COMMISSIONERS

January 1, 1985 - December 31, 1987

Herbert J. Cunningham - Chairman	District 1
Cecil S. Kennedy - Vice-Chairman	District 2
Frank M. Leiva - Commissioner	District 3
Daniel T. Myles - Commissioner	District 4
Robert W. Pember - Commissioner	District 5
Bradley E. Chartier - Commissioner	District 6
Carlton Merschel - Commissioner	District 7

Charles W. Curtis - County Administrator

D. Keith Papas - County Clerk

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IOSCO COUNTY SHERIFF'S DEPARTMENT

James D. McBride - Sheriff

Ernest Shann - Undersheriff

\*\*\*\*\*

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Kenneth Grabowski	Business Agent
William Birdseye	Business Agent
Michael Fischer	President
Jack Dobson	Vice-President
Marilyn Johnson	Secretary/Treasurer

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THIS AGREEMENT made and entered into this 1<sup>st</sup> day of October, 1986, by and between the IOSCO COUNTY BOARD OF COMMISSIONERS and the IOSCO COUNTY SHERIFF, together hereinafter referred to as the "Employer," and POLICE OFFICERS ASSOCIATION OF MICHIGAN hereinafter referred to as the "Union."

ARTICLE I  
RECOGNITION, AGENCY SHOP AND DUES

1.1: Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment during the term of this Agreement for all employees employed in the Iosco County Sheriff Department in the following described unit:

- A. All full-time Deputies, Secretary Deputy, Matrons, Sergeants, Detectives, Animal Control Officers, Cooks, Turnkeys, BUT EXCLUDING Sheriff, Under-Sheriff, Confidential Secretary, part-time and temporary employees, Civilian Assistant Jailer, and all other employees.

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

- A. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union.
- B. All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues and/or service fees. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

- C. If any provision of this section is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

1.3: Checkoff of Dues.

- A. During the term of this Agreement, the Employer will deduct from the pay of any employee covered by this Agreement, after receipt of a checkoff authorization signed by the employee, all dues and/or initiation fees (or service fee paid pursuant to Section 1.2 B) uniformly levied by the Union and forward the same to the Union at:

Police Officers Association of Michigan  
28815 W. Eight Mile Road  
Suite 103  
Livonia, Michigan 48152

within twenty (20) days after deductions have been made. Such sums shall be accompanied by a schedule showing for whom deductions have been made.

- B. Such deductions shall commence in the month immediately following the month in which the signed checkoff authorization is received by the County. Deductions will be made from the first pay of each month and shall be made only in accordance with the provisions of the written checkoff authorization form, together with the provisions of this section.
- C. The Union shall notify the Employer in writing of the proper amount of union membership dues and/or service fee and/or initiation fee and of any subsequent changes in such amounts.
- D. In cases in which a deduction is made which duplicates a payment already made to the Union, or where a deduction is not in conformity with the Union's Constitution and By-Laws, refunds to the employee will be made by the Union.
- E. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions will be made until the matter is resolved.
- F. The Employer shall not be liable to the Union or its members for any dues once such sums have been remitted



to the Union, and, further, shall not be liable if such sums are lost when remitted by United States mail.

- G. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of dues or service fees provided herein.

ARTICLE II  
RIGHTS OF THE EMPLOYER

2.1: Rights of the Employer. The management of the Iosco County Sheriff's Department; the determination of all matters of management policy; the services to be furnished; the nature and number of facilities and departments to be operated and their location; the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend or discharge for just cause, promote, transfer or layoff employees, or to reduce or increase the size of the working force; to establish reasonable rules and regulations, or to make judgments as to the ability and skill, is within the sole prerogative of the Employer, provided, however, that they will not be used in violation of any specific provisions of this Agreement. The Employer shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service, the schedules and standards of work, methods, processes, means and materials to be used, and except as prohibited in this Agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment and outside assistance (subcontracting) if necessary. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

2.2: Subcontracting. The Employer agrees that no work or services presently performed by the bargaining unit will be subcontracted if it would cause a layoff of any of its present employees in the bargaining unit at the date of this contract, unless the Employer first informs the Union of the reason for such subcontracting and explains and discusses the economic reasons for such subcontracting. No such subcontracting shall be made for arbitrary or capricious reasons.

**ARTICLE III**  
**SENIORITY**

3.1: Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Employer dating from the employee's last date of hire. Classification seniority shall mean the length of continuous service within one of the following classifications:

- A. Cooks
- B. Animal Control Officer
- C. Matrons
- D. Secretary Deputy
- E. Direct Law Enforcement Employees (remaining employees within the bargaining unit)
- F. Turnkeys.

3.2: Probationary Period. All new employees shall be considered probationary employees for a period of one (1) year, provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to sicknesses or other reasons, if such period of absence is greater than ten (10) consecutive days. Probationary employees may be terminated by the Employer at any time without recourse to this Agreement.

3.3: Seniority List. The Sheriff shall post a list of the employees within the above stated classifications in order of their seniority. This list shall be posted in a conspicuous position at the place of employment. Any corrections therein must be requested in writing within twenty-eight (28) days thereafter; and if not so requested, the list shall become final at the end of such period.

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

- A. He quits or retires.
- B. He is discharged for just cause.
- C. He is absent for three (3) working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This section is not to be construed as limiting the Sheriff's right to disciplinary action for any unjustified absence.
- D. He fails to return to work within five (5) working days from the date of recall or three (3) working days from the specified date following the

termination of any leave of absence or vacation, unless otherwise excused.

- E. He is on continuous layoff or leave of absence of any kind for a period of two (2) years or the length of the employee's seniority, whichever is less.

3.5: Promotional Advancement. The Sheriff reserves and shall have the right to make promotions based primarily on seniority, ability, qualification and performance of duty. Whenever possible, vacancies shall be filled by the promotion of employees already on the department's service. In making promotions, consideration shall be given to the applicant's seniority, ability, qualifications, performance records, and where practicable, to the results of competitive examinations. The Sheriff shall be the sole judge of the aforesaid standards, provided that such judgment shall not be exercised in an arbitrary or discriminatory manner.

3.6: Layoff Procedure. Reductions in the work force shall be accomplished in the following manner:

- A. Probationary employees shall be laid off first in classification affected.
- B. The next employee to be laid off shall be the least senior employee in the classification affected, provided the remaining employees have the skill and ability to do the required work.

3.7: Recall. An employee shall be recalled to his classification when the work force is increased, in inverse order of layoff.

3.8: Notification of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the employee's last known address. The notice shall set forth the date the recalled employee is expected to return to work. Within three (3) working days of the date the employee received, or should have received, the notice of recall, he shall respond to such notice by notifying the Sheriff or Undersheriff, and he shall return to work within five (5) working days of the date he properly notified the Sheriff or Undersheriff. It shall be the employee's responsibility to keep his current address on file with the department.

3.9: Super Seniority. The president of the local union shall be granted super seniority for purposes of layoff and recall only, provided he is able to do the required work.

3.10: Non-Bargaining Unit Positions. An employee in a classification subject to the jurisdiction of the Union, who is promoted to outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not accumulate seniority while working in a supervisory position if such position extends beyond twelve (12) months from date of promotion. If the Sheriff determines to transfer an employee back to a position within the bargaining unit, such employee shall maintain the seniority rank he had at the time of his promotion.

ARTICLE IV  
GRIEVANCE PROCEDURE

4.1: Grievance Definition. For the purpose of this agreement, "grievance" means any complaint filed by an employee covered by this Agreement or the Union regarding the meaning, interpretation or alleged violation of the terms and provisions of this Agreement, as written.

4.2: Grievance Procedure. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. All grievances shall be processed in the following manner:

STEP 1:

An employee, with or without his Union representative shall first discuss his grievance with the Undersheriff. If the matter is not satisfactorily adjusted, the employee shall reduce the grievance to writing within five (5) days after the occurrence of the incident which gave rise to the grievance, and submit the written grievance to the Sheriff or his designated representative. The grievance shall be dated and signed by the aggrieved employee and shall set forth the facts and the provisions of the Agreement that are alleged to have been violated and the remedy desired. The Sheriff will then answer the grievance in writing within seven (7) days from the date of the meeting at which the grievance was discussed.

STEP 2:

If the answer of the Sheriff is not satisfactory, the grievance may be appealed by submitting an appeal to the Sheriff within five (5) days after receipt of the Sheriff's written answer in Step 1. Within ten (10) working days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union. The Employer representative

shall be the Sheriff, but shall also include a member of the Board of Commissioners if the grievance has financial implications. The Union's representative shall be the steward or his alternate. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) working day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall place its written answer on the grievance within five (5) working days after the meeting and return the grievance to the steward.

STEP 3: Request for Arbitration.

If the grievance has not been settled in the last step, the Union may submit such grievance to arbitration, provided such arbitration is requested in writing within fourteen (14) working days after receipt of the Step 2 answer.

4.3: Time Computation. Saturdays, Sundays and holidays recognized by this Agreement shall not be counted under the time limits established in the grievance procedure.

4.4: Time Limitation. The time limits established in the grievance procedures shall be followed by the parties and the aggrieved employee. If the time limit procedure is not followed by the Union or the aggrieved employee, the grievance shall be considered settled in accordance with the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but arbitration shall only be instituted upon timely written notice by the Union. The time limits established in the grievance and arbitration procedure may be extended by mutual agreement reduced to writing and signed by the parties.

4.5: Grievance Settlements. Settlement on any written grievance shall be reduced to writing and signed by the parties.

4.6: Grievance Resolution. All grievances which are satisfactorily resolved in the first (1st) step of the grievance procedure and which have economic implications must be approved by the Board of Commissioners before they shall become final.

4.7: Expedited Grievance. Should an employee who has been discharged or given disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure within three (3) days of such action. The Union may file the grievance on behalf of the employee so disciplined.

ARTICLE V  
ARBITRATION

- 5.1: Selection of Arbitrator. Upon receipt of a request for arbitration, the parties shall obtain a panel of arbitrators from the Federal Mediation and Conciliation Service. One (1) arbitrator shall be selected by the parties alternately striking a name from the panel, the Union striking first, and the name remaining shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the expenses of its own witnesses.
- 5.2: In the application of Section 5.1, it is agreed that if a panel of arbitrators cannot be obtained from the Federal Mediation and Conciliation Service, the parties will request a list of five (5) arbitrators from the Michigan Employment Relations Commission and select an arbitrator as provided in Section 5.1.
- 5.3: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be at all times governed wholly by the terms of this Agreement and he shall have no power or authority to amend, alter or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges his limitation of authority, and agrees not to decide an issue which is outside of his jurisdiction under this Agreement. The arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan and that the Employer exists for the purpose of serving the public and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws. Any award of the arbitrator shall not be retroactive prior to the time the grievance was first submitted in writing.
- 5.4: Arbitrator's Decision. The arbitrator's decision shall be final and binding on the Employer, Union and employee, provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded his jurisdiction, or that such decision was obtained through fraud or other unlawful action.
- 5.5: Administrative Procedures. The Union acknowledges that as a right to have arbitration as provided herein, on behalf of itself or any employee that it represents, it agrees that no action will be instituted in any court or before any administrative tribunal or agency until all of the grievance and arbitration procedures established herein have been followed.

**ARTICLE VI**  
**NO STRIKE - NO LOCKOUT**

6.1: No Strike - No Lockout. During the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence from his position, or stoppage of work or abstinence in whole or in part) for any purpose whatsoever. The Union further agrees that during the life of this Agreement, it will not cause or authorize or permit any of its members to cause, promote, instigate or take part in any strike as herein defined or any other activity that may disturb or interfere with the services and responsibilities of the Employer. Any individual employee or group of employees who violate or disregard the prohibition of this section may be summarily discharged by the Employer without liability on the part of the County Board or Sheriff or the Union. The Employer fully agrees not to cause any lockout of the employees during the term of this Agreement.

6.2: Local Association Bargaining Committee. The employees covered by this Agreement shall be represented by a Local Association Bargaining Committee, consisting of three (3) employees, and one (1) member shall be designated as an alternate. It shall be the responsibility of the committee to meet with the Employer at the appropriate steps of the grievance procedure established in this Agreement and at such other times as joint Employer-Union negotiations are held. A maximum of two (2) persons shall be released from work without loss of time or pay. Any member of the Local Association Bargaining Committee may be called out of such meetings to work in an emergency. One member of the committee shall be designated as the Union representative to function at Step 1 of the grievance procedure.

6.3: Lost Time. The Employer agrees to pay for all reasonable time lost by an employee during his regularly scheduled hours while processing a grievance in accordance with the grievance procedure or in attendance at an arbitration and by one Union officer in attendance at an arbitration hearing. In each and every instance, where such time is required, the length of time and the period within the working hours shall be agreed upon previously by the Union representative and the Employer representative. Time spent on grievances shall not interfere with the normal workings of the department.

6.4: Union Visits to Employer. Authorized representatives of the Union shall be permitted to visit the operation of the Employer, at reasonable times and for reasonable durations so as not to interfere with the normal operation of the department, for the purpose of talking with stewards of the local union and for

conferring with the Employer, where the parties agree to confer, over matters covered by this Agreement.

ARTICLE VII  
LEAVES OF ABSENCE

7.1: General Rules Regarding Leaves of Absence. All leaves of absence shall be without pay. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence, unless otherwise provided. Leaves of absence shall not be taken for the purpose of obtaining or working at other employment.

7.2: Personal Leave of Absence. Any employee desiring a personal leave of absence without pay from his employment shall secure written permission from the Sheriff. Any personal leave will be in writing and shall state the duration of such leave. Permission for any extension must be secured, in writing, from the Sheriff.

The employee during such leave shall provide all information and/or documentation to the Sheriff upon request for purpose of verification of the merits or reasons for said leave or any extensions thereafter acquired.

Failure of the employee to comply with the above provision may result in the complete loss of seniority rights and/or discharge for the employee involved.

7.3: Union Leave. The Employer agrees to grant time off not to exceed three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to one (1) employee designated by the Union to attend a labor convention, or serve in, any capacity on other official Union business, provided two (2) weeks written notice is given to the Employer by the Union, specifying length of time off and the name of the employee designated for the Union activities. Due consideration shall be given to the department so that there shall be no disruption of the Employer's operations due to lack of available employees or in the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

7.4: Unpaid Sick Leave. Sick leave without pay shall be granted automatically upon application from the employee for illness or injury subject to the Employer's right to require medical proof of disability. An employee may be on sick leave for a period of not more than one (1) year or the length of his seniority, whichever is less, and seniority shall not continue beyond that time. The Employer may request as a condition of continuance of any extended sick leave, proof of continuing



disability. In situations where the employee's physical or mental condition reasonably raise a question as to the employee's capability to perform his job, the Employer may require a medical examination by a doctor of Employer's choice and at Employer's expense, and if just cause is found, require the employee to take a sick leave of absence.

7.5: Maternity Leave. An employee who becomes pregnant will be granted a leave of absence for a reasonable length of time before and after the anticipated date of birth. Such leave of absence will be based on a doctor's certificate and the employee's ability to do the required work. An employee returning from maternity leave must present a doctor's certificate that she is able to do the required work.

7.6: Paid Sick Leave. All full-time employees covered by this Agreement shall accumulate one (1) day of sick leave per month, up to a maximum of twelve (12) days per year. Employees may accumulate a maximum of one hundred twenty (120) days sick leave. At retirement or separation from service due to disability or other medical reason, employees shall be paid for accumulated sick leave at the rate of one-half (1/2) day's pay for each one (1) day of sick leave, computed at the then current rate of pay. Upon separation from service for any other reason, no sick leave shall be paid. Sick leave may not be used for vacations, but may be used for medical or dental appointments, provided not less than one (1) hour shall be used on these occasions.

- A. Upon returning to duty from sick time, the employee shall sign an affidavit attesting to the nature of the reason for taking such sick day(s). A copy of such affidavit shall be forwarded to the local association.

7.7: Funeral Leave. In the event of death in the immediate family, an employee shall be allowed three (3) days funeral leave with pay. The immediate family is defined as wife, husband, child, brother, sister, father, mother, father-in-law, mother-in-law, step-children, grandparents, or grandchildren. One (1) day paid funeral leave will be allowed in the case of death of an employee's sister-in-law, brother-in-law, aunt, uncle, or other member of the employee's family residing in this household. An employee must attend the funeral to qualify for the paid funeral leave provided above. Additional time off without pay may be granted in extenuating circumstances with the approval of the department head, but the total of that and the paid leave shall not exceed five (5) working days.

**ARTICLE VIII**  
**GENERAL PROVISIONS**

- 8.1: Pay Periods. The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.
- 8.2: Lockers and Wash Rooms. The Employer will provide wash rooms and lockers for the changing and storing of clothing. In the event of any inspection of the contents of lockers, the steward and employee involved will be notified and given the opportunity to be present.
- 8.3: Bulletin Boards. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer. The Union agrees not to post offensive material.
- 8.4: Schooling and Training. For any mandatory schooling or inservice training assigned by the Sheriff occurring on a leave day or off duty time, the employee will be paid at the rate of straight time, the maximum of which shall be no more than eight (8) hours per day.
- 8.5: Notices of Schools. The Sheriff agrees to post notices of schools and seminars, but this Agreement shall not compel the Sheriff to send any employee to such schools or seminars, or to pay the cost of such schools or seminars.
- 8.6: Definitions. The term "employee" when used in this Agreement shall refer to and include only those full-time employees described in Section 1.1 which are included in the collective bargaining unit. A part-time or temporary employee is one who is employed in work performed by the bargaining unit on a schedule of less than full-time employment, or an employee employed in work performed by the bargaining unit with a full-time work schedule but for a limited period of time.
- 8.7: Temporary Employees. The Employer reserves the right to hire temporary or irregular employees. Such employees shall not be subject to this Agreement.
- 8.8: Part-Time or Temporary Employees. Part-time or temporary employees will not be hired in any classification until all employees on layoff from that classification who are able to do the required work have been recalled.
- 8.9: Court Attendance. Any employee who is subpoenaed to testify as to matters connected with or arising out of said employee's duties or capacity as a law enforcement officer shall

suffer no loss of pay while attending court. All court attendance fees and mileage (if the employee uses the Employer's vehicle for travel) shall be paid to the County.

8.10: Temporary Transfer. In the event the Sheriff decides to fill a temporary job opening in a higher classification due to illness, emergency, leave, vacations, temporary work increases, weather or other cause, the Sheriff shall select the employee he feels is best suited for such temporary transfer. Consideration shall be given to the employee's ability, work record, qualifications and seniority as exclusively judged by the Sheriff or his designated representative, provided that such judgment shall not be exercised in an arbitrary or discriminatory manner.

8.11: Loss or Damage. Employees shall not be charged for loss or damage of the Employer's property, tools, equipment, mobile or other tangible items, or articles rented or leased by the Employer unless it is shown that said employee used or operated such article or property in a fashion contrary to its intended use in connection with police work, or used or operated said article or property for a private purpose without the permission of the Employer. The employee shall be responsible for damages caused maliciously.

8.12: Other Employment. No employee shall work at other employment which will be a conflict of interest or impair his performance as a law enforcement officer. Written permission from the Sheriff must be obtained before any employment is undertaken if such employment is other than on an irregular or occasional basis. Employees shall not wear the department uniform unless they are working for or under the direction of the Employer. Violation of the provisions of this section shall constitute just cause for dismissal and loss of all seniority rights and benefits provided by this Agreement.

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

8.14: Captions. The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

8.15: Time Sheets Examination. The Union shall have the right to examine relevant time records pertaining to the computation of compensation of any employee whose pay is in dispute, at reasonable times on the Employer's premises, provided the employee consents.

8.16: It shall be the responsibility of each employee to notify the County of any change of address, marital status,

dependents, or telephone number. The employee's address and telephone number as it appears on the County records shall be conclusive when used in connection with the layoffs, recalls or other notices to employment. These records are for the official use of the County and will be kept confidential to the extent permitted by law.

8.17: Notification of Accumulated Time. Each year on a quarterly basis, the County shall notify each employee of the total amount of his/her accumulated leave, such as compensatory, vacation and sick time.

ARTICLE IX  
SAFETY

9.1: Reports of Accidents. Any employee involved in any accident while on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall fill in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer. Employees shall report any injuries sustained off duty.

9.2: Unsafe Equipment. When an employee is required by a supervisor to work on equipment which the employee regards as unsafe, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and may refer the matter to the Safety Committee for consideration and recommendation. Any equipment that has been written up as unsafe will be inspected by the Sheriff or his representative as promptly as possible, and the Sheriff or his representative will promptly cause such repairs to be made as he determines necessary.

9.3: Condition of Vehicle. The Employer will equip all vehicles with the safety appliances required by law and will maintain vehicles in safe operating condition. Any defects or unsafe conditions in vehicles or other equipment must be promptly reported to the Employer in writing, no later than the end of the employee's shift.

9.4: On-the-Job Injury. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority, for the remainder of the shift, will be paid for the time lost on the remainder of his shift on the date of injury.

9.5: Worker's Compensation. The Employer will furnish coverage under the applicable Worker's Compensation laws.

9.6: Special Conference. Special Conferences may be held between the parties upon the mutual consent of both the Sheriff and the Union. Any such conferences held shall be conducted for the purpose of exchanging ideas and information in the interest of sound labor relations, provided, however, that this section shall not be construed as requiring either party to hold such conference nor as requiring the Employer to further negotiate with the Union once this contract has been executed. In the event a Special Conference is scheduled, the agenda shall be established in advance and followed.

ARTICLE X  
WAGES

10.1: Wage Rates. Wage rates for the respective classifications are listed in Appendix A, which is attached to this Agreement.

10.2: New Classification. If the Employer establishes a new classification, the Employer will notify the Union, in writing, of the rate of pay for the classification. If the Union does not agree that the pay is reasonable, it shall notify the Employer within five (5) days after the receipt of notice and the Employer will meet to explain its reasons. If the Union does not then agree that the rate is reasonable, it may file a grievance at the Step 2 level of the grievance procedure within five (5) days after the meeting and may submit the question of reasonableness to an arbitrator in accordance with the grievance procedure.

ARTICLE XI  
HOURS OF WORK AND OVERTIME

11.1: Tour of Duty. An employee's normal tour of duty shall consist of one hundred sixty (160) hours of work, excluding reporting time, in a period of twenty-eight (28) consecutive days. If the Sheriff in his discretion establishes a tour of duty of less than twenty-eight (28) days, the number of hours within such tour of duty shall bear the same ratio to the number of consecutive days within the work period as one hundred sixty (160) hours bears to twenty-eight (28) days. The cooks shall work four (4) ten (10) hour days and then shall be off for four (4) days.

11.2: Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must be authorized by the Sheriff or his designated representative. If the Sheriff determines to schedule deputy overtime because of absenteeism, regular deputies shall be given opportunities to work such overtime before special

deputies are called, provided the regular deputies are readily available.

11.3: Overtime Pay. Except as provided below, employees shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours in any workday or one hundred sixty (160) hours in any twenty-eight (28) day tour of duty. Cooks will be paid one and one-half (1-1/2) times their regular straight time rate of pay for all hours in excess of ten (10) in any workday or forty (40) in any workweek. Overtime pay shall not be pyramided.

11.4: Work Schedule. The work schedule shall be established by the Sheriff and, when practicable, posted three (3) weeks in advance. The Sheriff reserves the right to change the work schedule and the starting and quitting times for any and all shifts when operating conditions warrant such change.

11.5: Rest Breaks. Employees will be allowed reasonable amounts of time for rest breaks, up to fifteen (15) minutes in each one-half (1/2) of their shift, which will not interfere with the operations of the department.

11.6: Lunch Periods. All employees shall receive a one-half (1/2) hour lunch period during the approximate middle of their shift. It is recognized that lunch times may vary due to the needs of the department.

11.7: Call Back Time. In the event the employee is called back to duty after completing his ordinary working day, he shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times his regular straight time hourly rate of pay.

11.8: Court Time. An employee who is required to make a court appearance arising out of his duties at a time other than during his regularly scheduled shift shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times his regular straight time hourly rate of pay for such hours.

ARTICLE XII  
HOLIDAYS

12.1: Holiday Pay. All regular full-time employees occupying a job classification covered by this Agreement who have completed sixty (60) calendar days of employment with the Sheriff's Department shall receive eight (8) hours pay at their regular straight time rates of pay, exclusive of all premiums, for each of the following recognized holidays:

New Year's Day	Thanksgiving Day
Lincoln's Birthday	Christmas
Washington's Birthday	Memorial Day
Columbus Day	Independence Day
Veteran's Day	Labor Day

A. Each employee shall receive in the last pay period in June a lump sum payment for the above designated holidays, except for holidays paid in 1983.

1. Such lump sum shall include designated holidays falling between January 1st and December 31.

2. In the event an employee shall terminate his/her employment prior to the end of the year, the employer shall deduct from the employees final pay check the amount paid for designated holidays occurring after such termination.

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

A. The employee must work his last regularly scheduled day before and the first regularly scheduled day after the holiday, unless otherwise excused by the Sheriff.

B. The employee must not be on a layoff which began more than seven (7) calendar days prior to the holiday.

C. The employee must not be suspended for disciplinary reasons, provided, however, if such a suspension is reversed by an arbitrator the employee will receive the applicable holiday pay.

D. The employee must not be on a leave of absence.

E. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

12.3: Holidays During Vacation. Holidays recognized by Section 12.1 of this Agreement that fall within an employee's vacation period will be considered as part of the vacation.

12.4: Holiday Work. Employees who work on a holiday will be paid for such work at their regular straight time hourly rate of pay.

**ARTICLE XIII**  
**VACATIONS**

13.1: Vacation. All full-time employees with the required seniority as of their anniversary date each year, and who shall have worked during the period establishing his or her vacation eligibility as set forth below, shall be granted a vacation with pay in accordance with the following schedule, provided they have worked the requisite and qualifying number of hours as set forth below in this Agreement:

<u>Years of Service</u>	<u>Amount of Vacation and Pay</u>
1 to 2 years	One week (5 days)
2 through 5 years	Two weeks (10 days)
6 through 10 years	Three weeks (15 days)
11 years or more	Three weeks plus one (1) day for each year of service over ten (10) years. Maximum vacation is twenty-five (25) days per year.

Notwithstanding the above schedule, any employee hired before June 30 of any year who does not have one (1) year of service as of the next January 1, shall be entitled to five (5) days vacation and two and one-half (2-1/2) days pay, but this shall apply only in his first year of hire.

13.2: Vacation Eligibility. In order to be eligible for full vacation benefits, an employee must have worked for the Employer during the immediate calendar year preceding his anniversary date a total of at least 1,700 clock hours. Should any employee fail to qualify for a vacation in accordance with the foregoing plan solely because of the requirement as to hours, he shall receive a percentage of his vacation pay on the basis of his hours actually worked according to his length of service, in accordance with the following schedule, provided he works a minimum of five hundred ten (510) hours:

<u>Number of Hours</u>	<u>% of Vacation Pay</u>
510-679	30%
680-849	40%
850-1,019	50%
1,020-1,189	60%
1,190-1,359	70%
1,360-1,529	80%
1,530-1,699	90%

13.3: Non-Accumulation of Vacations. Vacation leave and pay shall not be accumulated from year to year, except with the



permission of the Sheriff in unusual circumstances and if it would not interfere with the operations of the department.

13.4: Vacation Entitlement at Termination. Any employee who terminates his service from the department for any reason whatsoever shall receive no share of vacation time for the year in which his service was terminated. Employees who retire or die prior to their anniversary date will be paid pro-rata for vacation days earned for that year.

13.5: Vacation Times. Vacation leaves shall be granted to employees covered hereby, by the Employer and such vacations will be granted at such times as they least interfere with the efficient operation of the department. Vacation requests must be made at least sixty (60) days prior to the period requested. Exceptions shall be made for emergency cases where the employee provides adequate reason. In case of conflict between employees who have properly applied for vacation, preference shall be given in order of seniority.

#### ARTICLE XIV

##### INSURANCE AND OTHER BENEFITS

14.1: Hospitalization Insurance. The Employer will provide the existing MVF-1 (Blue Cross/Blue Shield) insurance with Master Medical, or its equivalent, for all full-time employees who have completed sixty (60) days of employment. The existing insurance includes the following riders: Master Medical Option 4, \$2.00 Prescription, PPNV-1, D45NM, ML, FC/SD.

14.2: Dental Insurance. Effective July 1, 1984, each employee covered by this Agreement shall be covered by a Dental Plan, family coverage. The plan shall be Michigan Blue Cross/Blue Shield Comprehensive Preferred, CR-50-50-50 MBL \$800 or equivalent. Fifty (50%) percent of the cost of such plan shall be borne by the Employer, and fifty (50%) percent of the cost shall be borne by the employee. In any event, the Employer's cost shall not exceed \$15.00 per month per employee.

14.3: Life Insurance. The County agrees to provide ten thousand dollars (\$10,000) group term life insurance for all full-time employees who have completed ninety (90) days of employment.

14.4: Professional Liability Insurance. The Employer will provide False Arrest and False Imprisonment Insurance for each employee covered by this Agreement in the amount of five hundred thousand dollars (\$500,000).

14.5: Longevity Pay. The following rates of longevity pay are to be paid to each full-time employee covered by this Agreement:

From 0 through 4 years	0.0%
From 5 through 9 years	2.0%
From 10 through 14 years	4.0%
From 15 through 19 years	6.0%
From 20 up to retirement	8.0%

Longevity pay will be paid on the first pay in November. Longevity percentages will be based on the employee's actual base pay for the year.

14.6: Retirement. The Employer will continue to provide the Municipal Employees Retirement System Plan C-1 for all full-time employees who have completed six (6) months of employment.

Effective December 31, 1987 the Employer will provide the Municipal Employees Retirement System Plan C-2 at no additional cost to the employee. The C-2 plan specifies 2% of the member's average final compensation multiplied by the years and months of service.

14.7: Uniforms. The County will provide uniforms for Sergeants, Deputies, Secretary Deputies, Animal Control Officers and Assistants, Cooks and Matrons, in accordance with its established program. Detective clothing will be furnished in accordance with the present program. The Employer will furnish cleaning as is reasonably necessary. Detectives will receive a clothing allowance of \$300 per year, payable January 1 of each year.

14.8: Worker's Compensation Differential. In the event an employee is disabled due to on-the-job injury and is drawing worker's compensation benefits, he may, for a period not to exceed two (2) months, utilize his accumulated sick leave to make up the difference between his worker's compensation benefit and eighty percent (80%) of his regular straight time pay.

14.9: Separability and Savings Clause. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect and that provision that is declared invalid shall be re-negotiated.

14.10: The insurance coverage listed above in Section 14.1, 14.2 and 14.3 shall be discontinued on the day the employee's services are terminated or quits or retires or the day he goes on any unpaid leave of absence or is laid off, provided that,

subject to the approval of the insurance carrier, said coverage will continue for that period for which the County has prepaid the premium for such employee. Eligibility, coverage and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in contracts between the County and the carrier. Any rebates or refunds on premiums paid by the County shall accrue to the County. The County reserves the right to select the insurance carrier, to change insurance carriers and to become self-insured to the extent permitted by law, provided that there shall be no reduction of benefits set forth in Section 14.1, 14.2 and 14.3. It is further agreed that the only liability assumed under this article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

14.11: No benefits of any kind will be earned by, or accrued to, an employee during any unpaid leave of absence set forth in this Agreement.

ARTICLE XV  
WAIVER

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

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


The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XVI  
DURATION

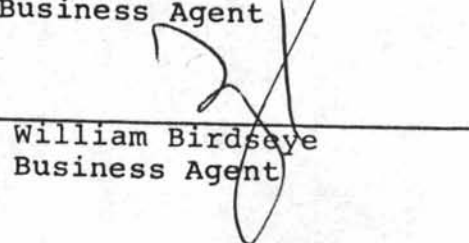
16.1: Duration. This Agreement shall remain in force until January 1, 1988, at 12:01 a.m. and thereafter for successive periods of sixty (60) days, unless either party shall, on or before the sixtieth (60th) day prior to expiration or subsequent sixty (60) day period serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date or subsequent sixty (60) day period, whichever is the case, in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN:

By:

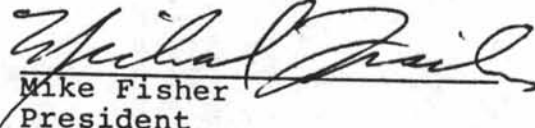
  
Kenneth E. Grabowski  
Business Agent

By:

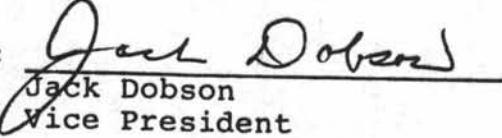
  
William Birdseye  
Business Agent

IOSCO COUNTY POLICE OFFICERS  
ASSOCIATION


By:

  
Mike Fisher  
President

By:

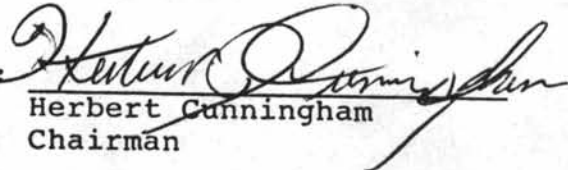
  
Jack Dobson  
Vice President

By:


  
Marilyn Johnson  
Secretary/Treasurer

THE IOSCO COUNTY BOARD  
OF COMMISSIONERS:


By:

  
Herbert Cunningham  
Chairman

By:

  
James McBride  
Sheriff

By:

  
Keith Pappas  
County Clerk

APPENDIX A

Wages

Effective January 1, 1985

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Detective	\$19,990	\$19,990	\$19,990	\$19,990
Sergeant	19,990	19,990	19,990	19,990
Deputy	15,900	16,944	17,944	19,039
Secretary Deputy	13,472	14,582	15,582	16,678
Animal Control	13,994	14,834	15,722	16,667
Ass't. Animal Control	\$5.98/hr.	\$6.31/hr.	\$6.61/hr.	\$6.77/hr.
Matron	5.45/hr.	5.81/hr.	5.99/hr.	6.17/hr.
Cook	4.99/hr.	5.20/hr.	5.42/hr.	5.62/hr.
Corrections Officer (Turnkey)	3.90/hr.	4.18/hr.	4.34/hr.	4.51/hr.

Effective January 1, 1986

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Detective	\$20,590	\$20,590	\$20,590	\$20,590
Sergeant	20,590	20,590	20,590	20,590
Deputy	16,377	17,452	18,482	19,610
Secretary Deputy	13,876	15,019	16,049	17,178
Animal Control	14,414	15,279	16,194	17,167
Ass't. Animal Control	\$6.16/hr.	\$6.50/hr.	\$6.81/hr.	\$6.97/hr.
Matron	5.73/hr.	6.10/hr.	6.29/hr.	6.48/hr.
Cook	5.14/hr.	5.36/hr.	5.58/hr.	5.79/hr.
Corrections Officer (Turnkey)	4.22/hr.	4.52/hr.	4.69/hr.	4.87/hr.

Effective January 1, 1987

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Detective	\$21,208	\$21,208	\$21,208	\$21,208
Sergeant	21,208	21,208	21,208	21,208
Deputy	16,868	17,976	19,036	20,198
Secretary Deputy	14,292	15,470	16,530	17,693
Animal Control	14,846	15,737	16,680	17,682
Ass't. Animal Control	\$6.34/hr.	\$6.70/hr.	\$7.01/hr.	\$7.18/hr.
Matron	6.20/hr.	6.60/hr.	6.80/hr.	7.01/hr.
Cook	5.29/hr.	5.52/hr.	5.75/hr.	5.96/hr.
Corrections Officer (Turnkey)	4.56/hr.	4.89/hr.	5.08/hr.	5.27/hr.