# AGREEMENT

BETWEEN THE

**COUNTY OF TUSCOLA**

AND

**POLICE OFFICERS ASSOCIATION OF MICHIGAN**

**(BARGAINING UNIT I)**
**(Non-Supervisory Act 312 Eligible Unit)**

January 1, 2015 through December 31, 2016

## TABLE OF CONTENTS

PURPOSE AND INTENT ..... 1
RECOGNITION ..... 1
Section 1.0 Collective Bargaining Unit ..... 1
Section 1.1 Bargaining Unit Responsibilities ..... 1
REPRESENTATION ..... 2
Section 2.0 Union Representatives ..... 2
Section 2.1 Identification of Union Representatives ..... 2
Section 2.2 Collective Bargaining Committee ..... 2
Section 2.3 Pay Allowance for Stewards ..... 2
Section 2.4 Union Conference Attendance ..... 2
Section 2.5 Special Conferences ..... 3
Section 2.6 Union Access ..... 3
UNION SECURITY ..... 3
Section 3.0 Union Service Fees ..... 3
Section 3.1 Failure to Pay Service Fee ..... 3
Section 3.2 Check Off ..... 4
Section 3.3 Indemnification ..... 5
Section 3.4 Union Membership ..... 5
MANAGEMENT RIGHTS ..... 5
Section 4.0 Management Rights ..... 5
Section 4.1 Work Rules ..... 6
Section 4.2 Disciplinary Action ..... 6
Section 4.3 Disciplinary Procedures ..... 6
Section 4.4 Suspension ..... 6
Section 4.5 Inactivation ..... 7
Section 4.6 Investigation of Complaints ..... 7
GRIEVANCE PROCEDURE ..... 7
Section 5.0 Definition of a Grievance ..... 7
Section 5.1 Grievance Procedure ..... 7
Section 5.2 Grievance Time Limits ..... 8
Section 5.3 Disciplinary Grievances ..... 8
Section 5.4 Back Wage Relief ..... 9
Section 5.5 Arbitration ..... 9
Section 5.6 Selection of Arbitrator ..... 9
Section 5.7 Arbitrator's Powers and Jurisdiction ..... 9
Section 5.8 Arbitration Costs ..... 9
Section 5.9 Arbitrator's Decision ..... 9
Section 5.10 Time Limits ..... 10
WORK STOPPAGES AND ILLEGAL ACTIVITY ..... 10
Section 6.0 No Work Restriction Pledge ..... 10
Section 6.1 No Lockout ..... 10
Section 6.2 Bargaining During Work Restriction ..... 10
Section 6.3 Affirmative Action ..... 10

SENIORITY ..... 11
Section 7.0 Seniority ..... 11
Section 7.1 Probationary Period ..... 11
Section 7.2 Seniority List ..... 11
Section 7.3 Seniority of Temporary Employees ..... 11
Section 7.4 Seniority While on Leave of Absence ..... 11
Section 7.5 Loss of Seniority ..... 12
Section 7.6 Seniority Retention after Transfer ..... 12
LAYOFF AND RECALL ..... 13
Section 8.0 Layoff ..... 13
Section 8.1 Displacement Rights ..... 13
Section 8.2 Recall ..... 13
HOURS OF WORK ..... 14
Section 9.0 Workperiod ..... 14
Section 9.1 Work Schedule ..... 14
Section 9.2 Shift Preference ..... 14
Section 9.3 Weekends ..... 14
Section 9.4 Shift Hours ..... 14
Section 9.5 Requesting Time Off ..... 15
Section 9.6 Overtime Assignment ..... 15
Section 9.7 Refusal of Overtime Hours ..... 15
Section 9.8 Required Overtime ..... 15
Section 9.9 Shift Filling by Irregular Employees ..... 15
Section 9.10 Absenteeism ..... 15
TRANSFERS ..... 16
Section 10.0 Job Bidding ..... 16
Section 10.1 Promotional Testing ..... 16
Section 10.2 Pay upon Promotion ..... 18
Section 10.3 Pay Upon Demotion ..... 18
Section 10.4 Increases in Pay after Transfer ..... 18
Section 10.5 Pay after Return to Former Classification ..... 18
Section 10.6 New Job Probationary Period ..... 19
Section 10.7 Training upon Transfer ..... 19
LEAVES OF ABSENCE ..... 19
Section 11.0 Purpose of Leaves ..... 19
Section 11.1 Unpaid Personal Leave of Absence ..... 19
Section 11.2 Non-Duty Disability Leave ..... 19
Section 11.3 Workers' Compensation Leave ..... 20
Section 11.4 Military Training or Emergency Duty Leave ..... 20
Section 11.5 Return to Work after Leave of Absence ..... 20
Section 11.6 Family and Medical Leave ..... 20
Section 11.7 Funeral Leave ..... 21
Section 11.8 Paid Sick Leave ..... 21
Section 11.9 Medical Dispute ..... 23
Section 11.10 Jury Duty Leave ..... 23
Section 11.11 Personal Business Day ..... 23

Section 11.12 Workers Compensation Coverage ..... 23
Section 11.13 Use of Paid Sick Leave ..... 24
VACATIONS ..... 24
Section 12.0 Vacation Allowance ..... 24
Section 12.1 Vacation Eligibility ..... 24
Section 12.2 Vacation Pay ..... 24
Section 12.3 Vacation Scheduling ..... 24
Section 12.4 Benefits on Termination ..... 24
HOLIDAYS ..... 25
Section 13.0 Holidays ..... 25
Section 13.1 Holiday Pay ..... 25
Section 13.2 Holiday Premium Pay ..... 25
Section 13.3 Holiday Eligibility ..... 25
Section 13.4 Holiday During Vacation ..... 26
Section 13.5 Holiday Compensatory Time ..... 26
Section 13.6 Holiday Compensatory Time Usage ..... 26
WAGES AND PREMIUM PAY ..... 26
Section 14.0 Wages ..... 26
Section 14.1 New Jobs ..... 26
Section 14.2 Overtime Premium Pay ..... 26
Section 14.3 Court Pay ..... 26
Section 14.4 Call-In and Reporting Pay ..... 26
Section 14.5 Field Training Officer Pay ..... 26
Section 14.6 Travel Reimbursement ..... 27
Section 14.7 Departmental Meetings ..... 27
Section 14.8 College Incentive Pay ..... 27
Section 14.9 Shift Premium ..... 27
Section 14.10 Pyramiding ..... 27
INSURANCE ..... 27
Section 15.0 Medical and Dental Insurance ..... 27
Section 15.1 Vision Insurance ..... 27
Section 15.2 Life Insurance ..... 28
Section 15.3 Short Term Disability Insurance ..... 28
Section 15.4 Liability Insurance ..... 28
Section 15.5 Insurance Carrier ..... 28
Section 15.6 Obligation to Continue Payments ..... 29
Section 15.7 Employees Not Needing Health or Dental Coverage/Insurance ..... 29
Section 15.8 Duplication of Benefits ..... 29
Section 15.9 Governmental Programs ..... 30
Section 15.10 Retiree Health Insurance ..... 30
Section 15.11 Benefits for New Employees ..... 30
Section 15.12 Benefits upon Leave of Absence ..... 30
Section 15.13 Long Term Disability Insurance Coverage ..... 30
RETIREMENT ..... 30
Section 16.0 Retirement ..... 30
Section 16.1 Military Service Purchase ..... 31

Section 16.2 Deferred Compensation ..... 31
Section 16.3 Health Care Savings Program ..... 31
MISCELLANEOUS ..... 32
Section 17.0 Captions ..... 32
Section 17.1 Job Descriptions ..... 32
Section 17.2 Light Duty Assignments ..... 32
Section 17.3 Voluntary Termination ..... 32
Section 17.4 Unsafe Working Conditions ..... 32
Section 17.5 Safety Committee ..... 32
Section 17.6 Staffing Levels ..... 32
Section 17.7 Bullet Proof Vests ..... 33
Section 17.8 Prisoner Transports ..... 33
Section 17.9 Supplemental Employment ..... 33
Section 17.10 Change in Personal Status ..... 33
Section 17.11 Uniforms ..... 33
Section 17.12 Severability ..... 34
Section 17.13 Waiver ..... 34
Section 17.14 Term of Agreement ..... 34

APPENDIX A - Wage Rates

APPENDIX B - Health and Dental Insurance Coverage

APPENDIX C – Vision Care Coverage

LETTER OF UNDERSTANDING Regarding Miscellaneous Matters

LETTER OF UNDERSTANDING Regarding Sick Leave Bank

## AGREEMENT

This Agreement, entered into as of this 1st day of January, 2015 between the Tuscola County Sheriff and Tuscola County (hereinafter collectively referred to as the "Employer" or the "County") and the Police Officers Association of Michigan (hereinafter referred to as the "Union").

## PURPOSE AND INTENT

It is recognized by both parties that the best interests of the County of Tuscola are of paramount concern and that any labor disputes between the Union and the Employer be resolved in an orderly manner without interruption of public services as provided under the provisions of this Agreement.

The parties recognize that the interest of the community and the job security of the members of the Bargaining Unit represented by the Union depend upon the County's success in establishing a proper service to the community.

## RECOGNITION

**Section 1.0. Collective Bargaining Unit**. Pursuant to and in accordance with all applicable provisions of Act #379 of Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the Bargaining Unit described below:

> All full time non-supervisory employees of the County of Tuscola working in the Sheriff's Department eligible for Act 312 arbitration (Certified Deputies), **but excluding** the Sheriff, executive employees (Undersheriff), supervisory employees (Lieutenants, Sergeants, Detectives, Jail Administrators and Corporals), confidential employees (Sheriff's Secretary),employees not eligible for Act 312 arbitration (Correctional Officers, Records Clerks, Cooks, Mechanics, and uncertified deputies), part time employees, temporary employees, seasonal employees and all other employees.

The Employer will not aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization.

**Section 1.1. Bargaining Unit Responsibilities**. The Union agrees that its members will perform efficient services and use its best efforts to protect property and interest of the Employer and will cooperate with the Employer in performance of their duties.

## REPRESENTATION

**Section 2.0. Union representatives**. There shall be three (3) Union representatives chosen from among employees with one (1) or more years seniority in a manner to be determined by the Union. There shall be three (3) alternate Union representatives chosen from among employees with one (1) or more years seniority in a manner to be determined by the Union. The Union representatives shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the Employer, the Union and bargaining unit employees.

**Section 2.1. Identification of Union Representatives**. The Union shall designate to the Employer, in writing, the Union representatives and the Employer shall not be required to recognize or deal with any employee other than the ones so designated, except as provided by the Public Employees Relation Act (Act 336 of the Public Acts of 1947, as amended), specifically 17.455 (11).

**Section 2.2. Collective Bargaining Committee**. The Union in contract negotiations may be represented by employees in the bargaining unit, not to exceed three (3), however, no more than two (2) shall be on duty and not more than two (2) POAM Representatives.

**Section 2.3. Pay Allowance for Stewards**. There shall be three (3) stewards and three (3) alternate stewards. The Employer will grant a necessary and reasonable amount of time off, not to exceed a total of twelve (12) hours with pay per week, or such additional time as approved by the Sheriff or designee, during straight time working hours, to the stewards or alternates who must necessarily be present for direct participation in investigating grievances and grievance adjustments with management. Such steward shall first receive permission from their immediate supervisor to leave their workstation and shall report back promptly when their part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject to disciplinary action. The Employer will pay them for any on duty time they spend in the arbitration procedure, or in proceedings, if any, that occur at any place other than on the Employer's premises, or that are conducted or attended by any governmental agency or agent.

**Section 2.4. Union Conference Attendance**. One duly elected Union representative shall be allowed one (1) day leave to attend the P.O.A.M convention meeting each year. The employee shall be paid if that day was a regularly scheduled workday. To obtain the above mentioned leave day with pay, request for leave must be submitted in writing seven (7) days in advance showing location and duties of conventions or conference.

**Section 2.5. Special Conferences**. In the interest of sound labor relations between the employees and the Employer, special conferences may be held by mutual consent, for the purpose of exchanging ideas and information. Arrangements for such conferences shall be handled by the chairman of the Union and the Employer or his designee. Such meeting shall be between no more then two (2) representatives of the Union and two (2) representatives of the Employer. Arrangements for such special conferences shall be in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference in requested. (Matters taken up in special conference shall be confined to those included in the agenda.)

**Section 2.6. Union Access**. Representatives of the Union may enter the Sheriff's Department for any proper Union business; provided they have secured prior permission of the Employer or designee. The Employer shall grant permission to the Union representative to visit the employees for the above limited purpose at a mutually agreeable time and place.

## UNION SECURITY

**Section 3.0. Union Service Fee**. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement. Employees hired, rehired, reinstated or transferred into the collective bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the collective bargaining unit.

**Section 3.1. Failure to Pay Service Fee**. In the event that a member of the bargaining unit who is not a member of the Union fails to pay a required service fee directly to the Union, or to authorize payment of the service fee through payroll deduction, the Union may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Union shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. The notice shall detail the facts of the non-compliance, provide the employee with ten (10) working days for compliance, and inform the employee that a request for a wage deduction may be filed with the Employer in the event compliance is not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Union may file a written request to the Employer to make the deduction, a copy of which shall be provided to the

employee. Upon receipt of the request for an involuntary deduction, the Employer shall provide the employee with an opportunity for a due process hearing within the next ten (10) working days limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for the service fee; provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the hearing shall not be held until thirty (30) working days after the decision of that forum becomes final. The Employer agrees to impose a mandatory deduction for the service fee if it determines after the hearing that the employee has not paid a required service fee in an amount lawfully established by the Union or if the employee does not request a hearing within the ten (10) working day request period. All dues and fees so deducted shall be promptly remitted to the Union at an address authorized for this purpose within twenty (20) working days following the deduction.

**Section 3.2. Check-off.**

(a) During the life of this Agreement, the Employer will deduct current uniform dues provided that at the time of such deduction there is in the possession of the Employer a current written assignment executed by the employee in the form and according to the terms of the authorization form attached hereto as "Attachment".

(b) Previously signed and unrevoked written authorizations shall continue to be effective as to current employees and as to reinstated employees.

(c ) The Employer will deduct current uniform dues from the pay of employees for the first pay period ending in the calendar month.

(d) The Employer will deduct from the pay of employees in any month only the dues incurred while an employee has been in the employ of the Employer and only such amount becoming due and payable in such month.

(e) In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain an appropriate refund from the Union.

(f) All sums deducted by the Employer shall be remitted to the Union at the first pay period, not later then the fifteenth (15th) day of the calendar month in which such deductions are made.

(g) In the event the Union requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's Constitution; provided that in the event a new written authorization from the employee is necessary that such authorization will be secured by the Union and presented to the Employer prior to the deduction of the newly certified amount.

(h) The Employer shall not be liable for the remittance or payment of any sums other then those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

(i) The Employer agrees that the Stewards may solicit the membership for monies and pass out membership cards while on duty. There shall be no interruption of departmental services.

(j) The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within three (3) calendar weeks after remittance is sent, of its belief, with reasons stated therefore, that remittance is incorrect.

**Section 3.3. Indemnification**. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability including but not limited to wages, damages, awards, fines, court costs, and attorney's fees that arise out of or by reason of action taken by the Employer pursuant to Sections 3.0, 3.1 and/or 3.2.

**Section 3.4. Union Membership**. The Employer recognizes the right of the Union to solicit membership from the employees working in the bargaining unit. It is mutually agreed that neither the Employer nor the Union will interfere with, restrain or coerce any employee in the exercise of their right to join, or refrain from joining the Union. The Employer agrees that it will, as a part of its personnel procedure, inform new employees in the Sheriff's Department of the fact that the Union is the exclusive bargaining agent for the employees working in the Sheriff's Department within this collective bargaining unit and to inform such new employees of their right to join, or refrain from joining, the Union.

## MANAGEMENT RIGHTS

**Section 4.0. Management Rights**. The Union recognizes and agrees that the Employer 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 it must assume and discharge and which may not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate or usurp such rights or duties of the Employer. It is agreed that other rights and responsibilities of the Employer including those delegated to the Sheriff by the Employer, are hereby recognized.

Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the County in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitations, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services to establish classifications

of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their locations; to direct and control operations; to establish work rules; to study and use improved methods and equipment, and in all respects to carry out the ordinary and customary function of management.

The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; and to provide and assign relief personnel.

The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitations, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

**Section 4.1. Work Rules**. The Employer reserves the right to publish and enforce work rules, policies, and regulations. However, the work rules will be in writing and posted seven (7) days before they go into effect. Such work rules will not be in direct conflict with this agreement.

**Section 4.2. Disciplinary Action**. The right to discharge, suspend, or discipline employees shall remain at the sole discretion of the Employer, except that no discharge or discipline of an employee who has completed their probationary period shall be made without just cause. Discharge, suspension, or written discipline must be by proper written notice to the employee and the steward and the Employer shall cite specific charges against the employee. The degree or severity of discipline shall be at the discretion of the Employer but due consideration shall be given to a progressive degree of discipline and its reasonableness in view of the offense.

**Section 4.3. Disciplinary Procedures**. The discharged or suspended or disciplined employee will be allowed to discuss the discharge, suspension, or discipline with a steward and the Employer will make available an area where the employee may do so before being required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge, suspension, or discipline with the employee and the steward of the Union. Should the discharged, suspended, or disciplined employee and the Union consider the discharge, suspension or discipline to be improper, a grievance may be presented in writing through the Union to the Employer. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more then twenty-four (24) months previously unless related to the current charge or as provided by law.

**Section 4.4. Suspension**. In the event an employee is suspended, the employee shall be taken off the payroll. In all cases, officers relieved from duty shall immediately surrender their badge and departmental identification to the officer relieving them from duty. During such period of suspension, the officer may not wear the uniform of the Department and shall be liable for any violations of the rules and regulations of the

Department. The employee may elect to continue insurance benefits under the group plan by filing a written election with the Employer's Personnel Office and paying the premium as directed. In the event a grievance had been filed and the employee prevails, the employee shall be reimbursed the premium paid. Discipline shall be used by the Department for any violation of the Employer's Department Rules and Regulations and any violation of this agreement.

**Section 4.5. Inactivation**. Inactivation means that an employee may be taken off active duty for up to thirty (30) days. Inactivation may be used by the Department as a period of investigation. During this period, the employee will remain on the payroll. In the event inactivation lasts longer than one (1) week, the supervisor shall indicate the status of the investigation weekly to the employee.

**Section 4.6. Investigation of Complaints**. At any time a formal complaint is lodged against a member of the bargaining unit, the Sheriff shall advise the employee involved and furnish copies of the complaint to the employee and the Union Representative. Such reports shall include all charges and complaints involved, the name or names of the complainant and other information reported. In case discipline or investigation is started reference a formal complaint and after the employee has been notified of the incident, the Employer shall indicate the status in writing bi-weekly and at the conclusion of the investigation to the employee and the Union. In case of an anonymous complaint against an employee, no disciplinary action shall be taken.

## GRIEVANCE PROCEDURE

**Section 5.0. Definition of a Grievance**. A grievance under this Agreement is a dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of the Union, or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of provisions of this Agreement. The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payment of insurance, unless the grievance is against the Employer.

**Section 5.1. Grievance Procedure**. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited. All grievances must be submitted on a grievance report form, signed, and dated by the aggrieved employee and a steward and naming the Articles that are being violated. All grievances must be filed within ten (10) calendar days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist. All grievances must be filed within thirty (30) days, which pertain to rates of pay, after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

**Step 1. Oral Procedure**. Any employee having a complaint shall first take up the matter orally with their immediate supervisor. If no satisfactory answer or disposition is received within five (5) calendar days, the complaint may be advanced to Step 2.

**Step 2. Written Procedure to Sheriff**. The Employee and/or representative shall within ten (10) calendar days after occurrence of the circumstance giving rise to the grievance, reduce the matter to written form stating all facts in detail and submit same to the Sheriff or designee. The Sheriff or designee shall, within five (5) calendar days, give a written answer in detail on all copies of the grievance form, returning two (2) copies to the representative or the employee.

**Step 3. Written Procedure to Board of Commissioners**. Failing to resolve the issue to the second step, the Stewards shall state the reasons in writing why the answer of the Sheriff or designee in Step 2 was not satisfactory and shall then within five calendar days of the Sheriff's or designee's disposition contact the Employer and/or designated representative to arrange a meeting between the representative and the Employer or designated representative to discuss said grievance. This meeting shall be scheduled within ten (10) days and the Employer shall have ten (10) days after the meeting to respond. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Union and any and all unit employees involved in the particular grievance.

**Section 5.2. Grievance Time Limits**. Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within time limits prescribed, or any extension which may be agreed to, shall automatically advance to the next step, excluding arbitration. Any grievance not carried to the next step by the Union within the prescribed time limits shall be automatically closed upon the basis of the Employer's last disposition.

**Section 5.3. Disciplinary Grievances**. If an employee is to be disciplined in any manner, the employee shall be entitled to the presence of a Union Steward. Any discipline that is to be affixed to the employees personnel record, the employee and the Union shall be given written notification at the time of discipline issued, stating in detail the reason for such discipline, before said discipline may be entered into the record. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within ten (10) calendar days from the time of presentation of the notice to the steward and the employee.

**Section 5.4. Back Wage Relief**. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation, compensation received from the Employer, and/or benefits received as fringe benefits under this contract.

**Section 5.5. Arbitration**. The Union may request arbitration of an unsettled grievance. The Union must notify the Employer in writing of such desire within thirty (30) calendar days of the day the written deposition was given under the last step of the grievance procedure provided for in this Agreement. In the event the Union should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

**Section 5.6. Selection of Arbitrator**. After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) calendar days or within a longer period if mutually agree upon, either party may submit the matter to the Michigan Employment Relations Commission, requesting that an arbitrator be selected with assistance and under the rules of the Michigan Employment Relations Commission.

**Section 5.7. Arbitrator's Powers and Jurisdiction**. The parties understand and agree that in making this Agreement, they have resolved for its term all bargaining issues which were or could have been made the subject of discussions. The arbitrarial forum here established is intended to resolve disputes between the parties only over the interpretations or applications of the matters which are specifically covered in this Agreement and which are not excluded from arbitration. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force effect between the parties. The arbitrator shall have no power to establish wage scales or rates, or to change any rate unless it is provided for in this Agreement. The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute. In the event a case is appealed to an arbitrator and the arbitrator finds no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the case. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances shall be based on other extra contract matters not specifically incorporated in this Agreement.

**Section 5.8. Arbitration Costs**. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

**Section 5.9. Arbitrator's Decision**. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, all the bargaining unit employees and the Employer.

**Section 5.10. Time Limits**. Time limits shall exclude Saturdays, Sundays and Holidays and such other days as the county offices are closed.

## WORK STOPPAGES AND ILLEGAL ACTIVITY

**Section 6.0. No Work Restriction Pledge**. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to public health, safety, and welfare. The Union, therefore, agrees until the termination of this Agreement, that there shall be no interruption of these services, for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the County, as long as this contract is in force.

**Section 6.1. No Lockout**. The Employer will not lock out employees during the term of this Agreement.

**Section 6.2. Bargaining during Work Restriction**. The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause, nor will any member of the Union take part in any strike, sit-down, stay-in, slowdown of work or restriction of production or interference with the operations of the Employer, or any picketing or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the Employer shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased.

**Section 6.3. Affirmative Action**. In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers agents, and shift representative shall immediately declare such work stoppage picketing, patrolling or other curtailment to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and resume full work. Copies of such written notice shall be served upon the Employer. The Union agrees further to cooperate with the Employer to remedy such situation by immediately giving written notice to the Employer of the action involved, declaring the said conduct unlawful and directing the employees to return to work. The Employer shall have the right to discharge any employee who instigates, participates in, or gives leadership activity herein prohibited.

## SENIORITY

**Section 7.0. Seniority**. Seniority shall be defined as the length of an employee's continuous service with the Tuscola County Sheriff's Department since the employee's last date of hire. Classification seniority shall be defined as the length of an employee's continuous service in classification covered by this Agreement. Seniority and classification seniority shall entitle an employee only to such rights as are expressly provided for in this Agreement.

**Section 7.1. Probationary Period**. All full-time employees shall serve a probationary period of twelve (12) months from date of hire, inclusive of school time, uninterrupted by any type of service break, during which time they will be termed "probationary employees." Probationary employees' service with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination. During the probationary period, an employee shall not be eligible for employee benefits unless expressly provided otherwise in this agreement. After an employee has successfully completed the probationary period of employment, they shall become a regular full-time employee and their seniority and classification seniority shall start as herein provided.

**Section 7.2. Seniority List**. The Employer agrees to post and update semi-annually a seniority list job by classification seniority and seniority. An employee's standing on the published list will be final unless protested to the Employer's personnel office after the list has been posted on the Employer's bulletin board.

**Section 7.3. Seniority of Temporary Employees**. An employee who is hired for only a limited period of time to substitute for one (1) or more permanent full-time employees during their absence or is hired for a job which is of limited duration, and who is so informed at the time they are hired shall be considered a temporary employee. The employee shall not acquire seniority or classification seniority by virtue of such temporary employment regardless of how long it lasts. When a part-time or temporary employee is continued without a service break and is given permanent, full-time employment, the time worked as a temporary or part-time employee will be counted towards longevity pay. Other than the longevity pay provision he will start as a probationary employee. The Employer has the right to use temporary employees for seasonal activities (i.e. safetyville, snowmobile, marine safety to include water patrol) not to exceed nine (9) months of continuous employment. After which time the position shall become a full-time position and the employee shall gain seniority rights.

**Section 7.4. Seniority while on Leave of Absence**. Seniority and classification seniority does not accumulate when an employee is off for more than thirty (30) calendar days except on sick leave, paid vacation leave, or Workers' Compensation leave.

**Section 7.5. Loss of Seniority**. An employee's seniority, classification seniority and employment shall terminate if:

A. The employee quits, or
B. The employee is discharged, or
C. The employee fails to return to work within seven (7) working days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the employer's records. It shall be the responsibility of the employee to provide the Employer with a current address, or
D. The employee is absent from work for three (3) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence, or
E. The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, except when the failure to notify and return to work is due to circumstances beyond the control of the employee, or
F. The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence, or
G. A settlement with the employee has been made for a total disability, or
H. The employee is retired,
I. The employee is laid off or has not, for any reason, worked for the employer for a continuous period exceeding the length of their employment or eighteen (18) calendar months whichever occurs sooner, or
J. The employee falsifies pertinent information on their application for employment, or
K. The employee is employed by another employer and their outside employment conflicts with the Agreement (the employee may hold more than one regular job wherein they are employed by another employer to exercise skills similar to those exercised for the Employer as long as their employment is not in conflict with this Agreement), or
L. The employee accepts employment elsewhere when on leave of absence, or is self-employed for the purpose of making a profit, after a leave of absence is granted; however, the Employer may waive this requirement, or
M. The employee is convicted of any criminal offense resulting in over ninety (90) days imprisonment, reckless use of a firearm or vehicle, or
N. The employee is convicted of any felony, Circuit Court misdemeanor or high misdemeanor, or
O. The employee is declared mentally incompetent by Probate Court, or
P. The employee is using the equipment of the Employer or is in a uniform that is furnished by the Employer when working for another employer, unless authorized by the Sheriff or designee.

**Section 7.6. Seniority Retention after Transfer**. Any employee covered by this Agreement who is transferred from a classification covered by this agreement to a supervisory or other classification within the Sheriff Department which is not included within this agreement shall retain their classification seniority as of the date of such

transfer or promotion, but shall not continue to accumulate additional classification seniority in the collective bargaining unit while in a non-bargaining unit position. In case of voluntary demotion, or involuntary demotion due to lack of work, or elimination of said position, such an employee may return to this collective bargaining unit with full seniority benefits provided that there is an open position in a classification covered by this Agreement for which the returning employee is presently qualified to fill.

## LAYOFF AND RECALL

**Section 8.0. Layoff.** When it is determined by the Employer that the work force in a particular job classification is to be reduced, the Employer shall lay off employees within that job classification in the following order, provided that the employees who remain are capable of performing the work available:

A. Part-time, temporary and reserve
B. Probationary full-time employees
C. Full-time seniority employees shall be laid off in inverse order of classification seniority.

An employee who is to be laid off shall receive written notice at least fourteen (14) days in advance of the date on which the layoff is to take effect, except as applicable under the disciplinary provision.

**Section 8.1. Displacement Rights.** Employees with seniority who are laid off shall be entitled to displace another employee in a lesser or equally paid classification covered by this Agreement under the following conditions:

A. The laid off employee has greater seniority than the employee to be displaced.
B. The laid off employee presently has the necessary qualifications to perform the work in the other job classification.
C. The laid off employee elects to exercise their displacement rights within three (3) working days of notification of their layoff.

An employee displaced under this section shall be laid off unless that employee is also entitled to exercise displacement rights under this section. An employee exercising displacement rights under this section retains the right of recall to their former classification.

**Section 8.2. Recall.** A laid-off seniority employee, if recalled to a job similar from which they were laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge. The order of recalling laid-off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff. Notices of recall shall be sent by certified or registered mail, or telegram to the employees last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a

current address and telephone number. A recalled employee shall contact the Employer within three (3) consecutive days from the date of delivery of a recall notice and return to work within seven (7) calendar days, or their employment shall be terminated without recourse to this Agreement unless the time is extended by the Employer.

## HOURS OF WORK

**Section 9.0. Workperiod**. The normal workday for regular full-time employees shall be eight (8), ten (10) or twelve (12) hours including a thirty (30) minute lunch period. The work period shall be a period of fourteen consecutive days which coincides with the two week pay period utilized by the County. The normal work schedule for regular full-time employees shall normally consist of eighty (80) hours in a fourteen day work period. This section shall not be construed as and is not a guarantee of any number of hours of work per day or per week, or pay per day, or pay per week. An employee's thirty (30) minute lunch period is part of their workday and the employee is still on duty, subject to call. The lunch period shall be taken when convenient with the employee's work schedule and shall be subservient thereto. Nothing shall restrict the Employer from scheduling overtime and employees shall be required to work such overtime unless excused for satisfactory reasons. The starting and quitting time of each shift shall be established by the Employer as required to meet operating schedules.

**Section 9.1. Work Schedule**. Schedules for full-time employees shall be posted a minimum of ninety (90) calendar days in advance. Shift schedules shall be of six (6) months duration. The Employer reserves the right to reassign an employee to another shift upon seven (7) calendar days notice except in the case of emergency (as defined in Webster's Dictionary), when the Employer may reassign in less time. Employees shall be allowed to trade work shifts within their classification with the prior approval of the Sheriff or designee.

**Section 9.2. Shift Preference**. A shift preference shall be established by classification seniority within the job assignment designated by the Sheriff. Shift preference pick shall be made within two (2) weeks prior to posting of the new six (6) month schedule. Changes required after the posting of a schedule will not be open for re-bid. Changes required after the posting of a schedule shall be filled with the lowest classification seniority employee within that classification provided such employee is qualified for that position.

**Section 9.3. Weekends**. Every employee shall have at least four (4) weekends off each calendar year. A weekend shall be defined as Saturday and Sunday. This contract right shall supercede seniority rights to shift preference and job assignment.

**Section 9.4. Shift Hours**. The Employer reserves the right to change the shift hours upon seven (7) calendar days personal notice by telephone or verbal. Any change less then seven (7) calendar days notice must have the employee's approval, except in the

case of an emergency, if and when it might become necessary to maintain continuity of public safety.

**Section 9.5. Requesting Time Off**. Employees shall submit written request for time off at least seven (7) days in advance to the date requested off.

**Section 9.6. Overtime Assignment**. Overtime hours shall be equalized as much as possible throughout the Department on the basis of seniority and job assignment. An up-to-date list showing overtime hours will be posted monthly in a prominent place. Whenever overtime is required, the person with the least number of overtime hours in that classification and/or job assignment with at least ninety (90) days seniority will be called first and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the employee did not choose to work will be charged to that employee in the amount of hours of the employee working during that period, unless the employee has worked at least three (3) hours overtime in addition to a regular shift within the previous twenty-four (24) hours, prior to the commencement of the requested overtime period. Other exceptions will be when employees are off on vacation, comp days, sick days, injury days, or personal days. Newly hired employees shall be assigned the average accumulated number of overtime hours within their classification upon their starting date.

**Section 9.7. Refusal of Overtime Hours**. Once an employee refuses overtime hours offered on a specific date, the Employer shall not be required to offer any subsequent overtime on the same date to that employee.

**Section 9.8. Required Overtime**. When the Employer has complied with Section 9.6, the Employer shall have the right to force overtime by going to the lowest equalized overtime person in the classification needed to get the number of personnel required.

**Section 9.9. Shift Filling by Irregular Employees**. Irregular part-time employees may be used for the purpose of filling in as a result of the absence of a regular full-time employee for more then two (2) workdays due to full-time employee being on sick leave or Workers' Compensation. A full-time employee shall be used for two (2) workdays to fill the void in the work schedule before an irregular part-time employee can be called in. Irregular part-time employees may be used to fill a vacancy in the work schedule due to training (involving MCOLES classes or schooling), resignations, vacations, leave of absence, death or promotions of a full-time employee for a period not to exceed ninety (90) calendar days, provided that a full-time employee is used for two (2) days prior to use of irregular part-time employees. Other than this Section the provisions of this agreement do not apply to irregular part-time employees. Irregular part-time employees shall not be used to displace a regular full-time employee nor to erode the bargaining unit.

**Section 9.10. Absenteeism**. Due to the importance of continuity of public safety, it is necessary that employees work their scheduled working hours according to the schedule prepared by the Employer.

## TRANSFERS

**Section 10.0. Job Bidding**. Whenever a vacancy occurs and the Employer deems it necessary to fill said vacancy, the position shall be posted at the jail for a minimum of (30) days prior to the appointment. Any employee wishing to be considered for the appointment shall submit their request in writing to the Sheriff or Undersheriff no later than fifteen (15) days after the date of posting. All full-time employees are eligible for consideration for appointment to a higher paying classification. Employees shall be transferred to an opening in a higher classification within the collective bargaining unit provided they are the most qualified applicant, prior to hiring persons outside the Department.

**Section 10.1. Promotional Testing**. The following promotional procedure will be adhered to for all promotions to Sergeant and Detective within the Tuscola County Sheriff's Department:

A. Vacancy - Posting - Application: Whenever a vacancy occurs in the position of Sergeant or detective, and the Employer deems it necessary to fill said vacancy, the position shall be posted at the Jail for a minimum of thirty (30) days prior to the examination date. Applications for the position shall be delivered to the Sheriff or Undersheriff no later than fifteen (15) days after the date of posting. "Application for the position" Defined: Employee wishing to be considered shall type a request stating their intent to write for the promotion and deliver the request as outlined.

B. Eligibility Notice: To be eligible for the promotion to road Sergeant/ Detective each applicant must have a minimum of five (5) years employment from their last date of hire as a full-time employee with the Tuscola County Sheriff's Department, three (3) of which shall be as a certified MCOLES officer.

MCOLES certification is not a requirement for promotion to any position other then road Sergeant/Detective, however, each applicant must have at least three (3) years employment from their last date of hire as a full-time employee with the Tuscola County Sheriff Department.

C. Probationary Period:

1. All promoted employees shall be on probation for a period of one (1) year immediately following promotion.

2. During such probationary period, the Sheriff may return the employee to their former rank or the Deputy may on their own volition request in writing to be relieved of their new rank and be returned to their former rank.

D. Written Examination:

1. Eligible applicants shall be required to take a written examination. The score each applicant receives will be used as sixty per cent (60%) of their total promotional score.

2. The objective of the examination shall be to test the candidates:

   a. Depth of understanding the specific duties and responsibilities of the position being sought.
   b. Depth of knowledge and application of supervisory skill.
   c. Depth of knowledge and application of law enforcement skills.

E. The examination will place emphasis on, but not necessarily be limited to:

1. Policy and procedure,
2. Criminal law and procedure,
3. Criminal Investigation,
4. Supervisory skills and knowledge,
5. First Aid,
6. Motor vehicle regulations,
7. A broad, thorough, general working knowledge of the Department and the County of Tuscola.

F. Each employee shall have the right to review their written examination.

G. Seniority Points: One-half (½) point shall be added to each applicant's score for each twelve (12) months of seniority.

H. Filling Vacancy: The three (3) applicants receiving the highest combined ratings or in the event of a tie, the applicants with the three (3) highest ratings shall be notified that they have been selected for consideration by the Sheriff for promotion. The names of the selected applicants will be posted at the jail. The Sheriff shall fill the vacancy from the three (3) applicants submitted to him for promotion.

I. Promotional List: The promotional list shall be valid for a period of one (1) year from the date of its creation, and in the event another promotion becomes available to Sergeant or Detective within the Department, within that one year period selection shall be made from the remaining two (2) applicants submitted to the Sheriff for promotion. That procedure shall follow until one, (1) year lapses from the original appointment, and the promotional procedure shall not be re-instituted until the facts outlined In Paragraph I above reoccur.

J. A candidate may ask not to be promoted to a current vacancy. The candidate's name will remain on the eligibility list for the remaining effective period. The candidate will be considered for promotion to any subsequent vacancies without penalty or loss of position on the promotional list.

K. Oral Interview: An oral interview will be conducted with each person taking the written exam. The score of the oral interview will account for forty per cent (40) of the total promotional score. The oral board shall consist of three (3) individuals, one of which shall be agreed upon by the Union and the Sheriff, and the other two (2) shall be selected by the Sheriff. If the board member(s) are from within the department, they shall be of the rank or above that being appointed.

L. Three (3) applicants or less. Regardless of the above, should there be three (3) or less applicants for a vacancy of Sergeant and Detective, the Sheriff shall fill the vacancy from the applicants submitted for promotion without the necessity of written examination, oral interview or seniority points consideration.

**Section 10.2. Pay upon Promotion**. When an employee is transferred and the transfer is intended to be permanent, to a position in a higher pay classification, the employee's pay shall be increased to a step on the pay scale within the new classification, which is immediately above their present pay rate.

**Section 10.3. Pay upon Demotion**. If an employee is transferred for disciplinary reasons because of a reduction in work force, or upon their request which transfer is to be permanent, or to a position in a lower pay classification the employee's pay shall be decreased to the step on the pay scale within the new classification which is immediately below their present rate.

**Section 10.4. Increases in Pay after Transfer**. After being transferred, an employee shall change steps on the pay scale within the new classification upon completion of each subsequent year of service until the employee has reached the top step of the pay scale within that classification. This will have no effect on an employee's eligibility date to receive longevity pay. An employee's right to receive longevity pay will be based upon their date of full-time employment within the sheriffs department, with credit given as provided in Section 7.0 of this Agreement.

**Section 10.5. Pay after Return to Former Classification**. If an employee is transferred to a lower pay classification because of a reduction in work force and subsequently transferred back to the higher pay classification, that employee shall be placed at the same pay step they were previously on in the higher pay classification prior to the original transfer.

**Section 10.6. New Job Probationary Period**. All promoted employees shall be on probation for a period of one (1) year immediately following promotion. During such probationary period, the Sheriff may return the employee to their former position or the employee may on their own volition request in writing to be relieved of the new position and be returned to their former position.

**Section 10.7. Training upon Transfer**. When employees are transferred from one classification to another, the Employer shall provide training for said employee before the transfer is made, except in the case of an emergency situation.

## LEAVES OF ABSENCE

**Section 11.0. Purpose of Leaves**. It is understood by the parties that leaves of absences are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. Without the prior permission of the Employer, any employee who engages in other employment while on a leave of absence shall be considered to have quit.

**Section 11.1. Unpaid Personal Leave of Absence**. The Employer may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed thirty (30) calendar days. Requests for personal leave shall be in writing, signed by the employee, and given to the Sheriff. Such requests shall state the reason for the leave. An extension of personal leave of absence may be granted by the Employer in its discretion, provided the extension is requested prior to the termination of the original leave period. No personal leave of absence may be granted for a period in excess of six (6) consecutive calendar months. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the Sheriff.

**Section 11.2. Non-Duty Disability Leave**. A disability leave of absence will be granted to employees who have been absent for more than five (5) consecutive working days because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and vacation and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months or the length of their seniority, whichever is lesser. An employee whose leave ends prior to their being able to return will have rights to return in accordance with Section 8.2. Recall. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if

appropriate, shall require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is physically or mentally able to return to work.

**Section 11.3. Workers' Compensation Leave.** Upon written application (the incident report), a leave of absence will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving non-disputed payments from the Employer, subject to the Employer's right to require medical proof. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

**Section 11.4. Military Training or Emergency Duty Leave.** Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

**Section 11.5. Return to Work After Leave of Absence.** Employees returning from Employer approved leaves of absence will be reinstated to their former job classification.

**Section 11.6. Family and Medical Leave.** Employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons:

(a) The birth of a son or daughter, and to care for the newborn child;
(b) The placement with the employee of a son or daughter for adoption or foster care;
(c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
(d) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

(e) Because of any qualifying exigency arising out of the fact that a spouse, son, or daughter of the employee is on active duty (or has been notified of an impending call to active duty) in the Armed Services in support of a contingency operation.

An eligible employee is entitled to a total of 12 workweeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems and periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

**Servicemember Family Leave**. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who suffered a serious injury or illness in the line of duty on active duty in the Armed Forces shall be entitled to a total of 26 workweeks of leave during a 12 month period to care for that servicemember. This servicemember family leave shall only be available during a single 12 month period, and during that 12 month period the an eligible employee shall only be entitled to a total of 26 weeks of combined regular FMLA leave and Servicemember Family Leave.

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

**Section 11.7. Funeral Leave**. A full time employee shall be granted up to three consecutive working days of leave to attend the funeral in the event that a death occurs in the employee's immediate family one day of which must be the day of the funeral. In the event that a memorial service is held at a time not contiguous with the time of death, one of the days may be reserved to attend the memorial service. Immediate family to mean spouse, mother, father, children, mother-in-law, father-in-law, brother, sister, grandparents, stepparent, step-children, dependents within the household, and grand-children. A full time employee shall be granted leave on the day of the funeral of an employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law or to serve as a pallbearer. Employees shall notify the Sheriff or designee by telephone of a death and the anticipated length of their leave. An additional two (2) consecutive working days of leave shall be granted for a death to an employee's spouse or children. Full time employees who lose time from their regularly scheduled hours shall receive pay at their regular straight time rate of pay for all hours lost as a result of the funeral leave, provided that no pay will be made to an employee who does not attend the funeral. Additional time may be authorized by the Sheriff, but pay for that additional time is to be charged to personal leave or vacation.

**Section 11.8. Paid Sick Leave**. During the term of this Agreement full-time employees covered by this Agreement shall be entitled to paid sick leave in accordance with the following schedule and in accordance with the following conditions:

A. Paid sick leave will be earned at a rate of eight (8.0) hours for each month of active service with the Employer. For purposes of this section, a full-time employee has a complete month of active service when they work or receive pay for at least one hundred sixty (160) hours during any calendar month. Sick leave shall be paid at the employee's straight time regular hourly rate of pay when the sick leave is taken and will be charged in one-half (½) hour increments. Paid sick leave may accumulate to a maximum of two hundred forty (240) hours. Employees hired beginning January 1, 2011 and thereafter shall earn paid sick leave at a rate of four (4) hours for each month of active service with the Employer.

B. Sick leave pay is granted for absence legitimately due to sickness or accident only for the employee; however, if a major sickness or accident emergency occurs to an employee's child or spouse the employee on approval of the Sheriff or his designee use accumulated sick time for time taken to handle such an emergency.

C. An employee making claim for sick leave pay, which the Employer considers excessive or abusive, will be required to take a physical examination, by a physician of the Employer's choice without cost to the employee, to determine the physical fitness of the employee to perform his duties.

D. Part-time employees are not eligible for sick leave pay.

E. Absence for a fraction or a part of the day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-half (½) hour.

F. **Annual Sick Leave Payoff for employees.** At the end of each calendar year, all accrued but unused sick leave hours in excess of 240 hours shall be multiplied by the employee's straight time regular rate of pay as of December 31 of that year, and 50% of that amount shall be placed in the employee's HCSP with MERS, or at the option of the employee exercised at least two weeks before the end of the year some or all of that amount will be paid to the employee.

G. **Sick Leave Payoff upon resignation, retirement or death.** Non-probationary employees who voluntarily resign their employment without disciplinary action pending shall have all accrued but unused sick leave hours multiplied by the employee's straight time rate of pay and 25% of that amount shall be placed in the employee's HCSP with MERS, or at the option of the employee exercised at least two weeks before the date of termination some or all of that amount will be paid to the employee. Employees who retire under the County's retirement plan with less than twenty (20) years of County service shall have all accrued but unused sick leave hours multiplied by the employee's straight time rate of pay and 50% of that amount shall be placed in the employee's HCSP with MERS, or at the option of the employee exercised at least two weeks before the date of retirement some or all of that amount will be paid to the employee. Employees who retire under the County's retirement plan with twenty (20) or more years of County service shall have all accrued but unused sick leave hours multiplied by the

employee's straight time rate of pay and 100% of that amount shall be placed in the employee's HCSP with MERS, or at the option of the employee exercised at least two weeks before the date of retirement some or all of that amount will be paid to the employee. (Retirement shall be defined as an employee being eligible to receive retirement under the Municipal Employees Retirement System of Michigan). Upon the death of an employee, all accrued but unused sick leave hours shall be multiplied by the deceased employee's straight time rate of pay and 100% of that amount shall be paid to their designated beneficiary.

H. Employees may use one-half (½) sick leave day (4 hours) for the purpose of doctors appointments or examinations.

**Section 11.9. Medical Dispute.** In the event of a dispute involving an employee's physical or mental ability to perform their job and the Employer or the Sheriff is not satisfied with the determination of the treating physician, the Employer may submit a report from a medical doctor of their choosing and at their expense. If the dispute still exists, at the request of the Union, the employee's doctor and the Employer's doctor shall agree upon a third medical doctor to submit a report to the Employer and the employee. The expense of the report of the third party shall be born equally by the Employer and the employee. The employee shall arrange to be available to the Employer's physician for examination at a time set by the physician.

**Section 11.10. Jury Duty Leave.** Employees shall be paid for each day partially or wholly spent in performing jury duty if scheduled to work. Such employees shall be paid at their regular rate for such days. If an employee is excused from jury duty on any scheduled workday and has been in court less than two (2) hours of their scheduled workday they shall be required to report for work. In consideration of receiving their regular pay, employees shall assign to the Employer all other remuneration received for jury duty during the same period, except mileage.

**Section 11.11. Personal Business Day.** Full-time employees will be given three (3) days of personal business time per year without loss of pay. A day will be either 8, 10 or 12 hours, depending upon the regular schedule being worked by the employee at the time the personal business day is taken. Personal business time shall be arranged and approved by the Employer. Application for personal business days must be made to the Employer two (2) days in advance.

**Section 11.12. Workers Compensation Coverage.** All employees shall be covered by the applicable Workers' Compensation law. Any employee who receives a work related illness or injury during the course of their duties shall immediately report said injury or illness to their immediate supervisor. If necessary, said employee shall report to a physician. In addition to the Workers' Compensation payment, the Employer agrees that the employee may use their accumulated sick leave. For each three (3) days paid from Workers' Compensation, the employee may use one (1) sick day or vacation day until such days are exhausted. Then the Employer shall have no more obligation to supplement the employee's Workers' Compensation pay. In using sick leave and/or

vacation days in this way, time paid will not be counted as hours worked for the purpose of retirement benefits, unless the law provides otherwise.

**Section 11.13. Use of Paid Sick Leave**. Any employee absent three (3) consecutive workdays due to claimed illness, shall, upon the Employer's request, furnish a medical doctor's statement of incapacity to work. Employees absent from work due to claimed illness or otherwise shall inform the Employer of such absence by telephone one (1) hour prior to starting time, except in case of emergency.

## VACATIONS

**Section 12.0. Vacation Allowance**. Since the hazardous duties and responsibilities of a police force are unrelated to length of service and the beginning police officer experiences weariness along with loss of attention to duties without proper vacation leave, all full-time employees will be granted vacation leave in accordance with the following schedule:

On completion of one (1) year to three (3) years = eighty (80) hours.
Over three (3) years = ninety six (96) hours.
Over seven (7) years = one hundred twenty eight (128) hours.
Over ten (10) or more years = one hundred sixty (160) hours.

Employees may accrue up to one-half (½) of their annual-earned vacation to carry over from one year to the next.

**Section 12.1. Vacation Eligibility**. An approved vacation leave of absence will not be counted as a break in the employee's service record when determining vacation allowance under the progressive vacation plan.

**Section 12.2. Vacation Pay**. Vacation pay shall be computed at the employee's present rate of pay and a full day of vacation shall be paid for at the rate of eight (8), ten (10) or twelve (12) hours of pay as scheduled.

**Section 12.3. Vacation Scheduling**. An employee may take vacation at any time in the course of the year. All employees may take their vacation in at least one (1) or more day increments as requested by the employee on approval of the Sheriff or designee. Vacation leaves shall be granted by the Employer and such vacations will be granted at such times as they least interfere with the efficient operation of the department. Vacation request must be made by April 1 and October 1 preceding the period requested. Employees are granted vacation in accordance with their classification seniority. Vacations shall not be denied due to a layoff in the work force.

**Section 12.4. Benefits on Termination**. Any employee entitled to vacation leave who terminates service from the Department shall receive earned vacation pay upon leaving.

## HOLIDAYS

**Section 13.0. Holidays**. The following holidays for full-time employees are:

January 1, New Years Day
February 12, Lincoln's Birthday
Third Monday of February, Presidents Day
Last Monday of May, Memorial or Decoration Day
July 4, Independence Day
First Monday of September, Labor Day
November 11, Veterans Day
Fourth Thursday of November, Thanksgiving Day
Friday after Thanksgiving
December 24, Christmas Eve
December 25, Christmas Day
National and State General Election Days

(Effective January 1, 2016 eliminate National and State Election Days and replace with New Year's Eve Day.)

Employees who terminate employment will not receive pay for holidays occurring after the last day worked.

**Section 13.1. Holiday Pay**. Employees shall be paid for eight (8) hours at their regular rate of pay for each of the specified holidays whether they work on those days or not. In lieu of said holiday pay the employee shall receive eight (8) hours compensatory time off if the employee so requests. Said request is to be given within the pay period in which the holiday falls. In the event an employee does not elect to receive pay for such holiday, compensatory time off must be taken within twelve (12) months of said holiday. Employees will be compensated at two and one half (2 ½) times their normal rate of pay for each hour worked on a listed holiday.

**Section 13.2. Holiday Premium Pay**. Employees shall receive time and one-half (1-½) their regular rate of pay for each hour worked on a listed holiday in addition to holiday pay or compensatory time specified in Section 13.1.

**Section 13.3. Holiday Eligibility**. To be eligible for holiday pay, an employee must work their last scheduled day before the holiday, and their first scheduled day after the holiday. Holidays occurring during leaves, layoff, bereavement leave, sick leave, or maternity leave are not compensable. When an employee agrees to work on one of the hereinbefore designated holidays, or the day observed in lieu thereof, if any, and does not work as agreed, the employee shall not receive the pay for such holiday. Employees scheduled to work on one of the hereinbefore designated holidays, or the day observed in lieu thereof, if any, who do not work shall not receive holiday pay.

**Section 13.4. Holiday during Vacation.** When a holiday is observed by the Employer during an employee's scheduled vacation, the vacation will be extended one (1) day continuous with the vacation. Vacation is defined as at least 40 continuous hours off using earned vacation time, compensatory time, or a combination of each.

**Section 13.5. Holiday Compensatory Time.** If an employee's scheduled day off falls on a specified holiday and the employee is requested to work by the employer and works that holiday, the employee shall be compensated at one and one-half times their regular rate of pay for all hours worked that day plus holiday pay or compensatory time specified in Section 13.1.

**Section 13.6. Holiday Compensatory Time Usage.** Holiday compensatory time off may be used during the next twelve (12) months at a time mutually agreeable to the employee and the County. During the first pay period in November, the County will pay employees for all unused holiday time that has not been scheduled to be used by December 31.

## WAGES AND PREMIUM PAY

**Section 14.0. Wages.** During the term of this Agreement, wages shall be as set forth in Appendix A attached hereto and made a part hereof.

**Section 14.1. New Jobs.** When new jobs are placed in operation during the term of this agreement and they cannot be properly placed in an existing classification by mutual agreement of the Employer and the Union, the Employer and the Union shall meet and negotiate a wage scale for the new classification.

**Section 14.2. Overtime Premium Pay.** Time and one-half (1½) the employee's regular straight time rate of pay shall be paid for all hours actually worked in excess of eighty (80) hours in a fourteen (14) day work period or in excess of the number of hours in their regularly scheduled workday. For purposes of this section, hours worked shall include paid leaves of absence, hours of paid vacation and all hours actually worked. Full-time officers will be given preference if overtime is involved. If personal time off the job without pay is involved, overtime shall not commence until this time is made up.

**Section 14.3. Court Pay.** Court pay will be paid for two (2) hour minimum at the rate of time and one-half.

**Section 14.4. Call-in and Reporting Pay.** In addition to Court time, a minimum of two (2) hours call-in time will be paid all full-time employees for all call-ins, regardless of the reason of call-in (corrections officer, breathalyzer operator, off-duty obtaining of warrants re-exams, implied consent hearing, etc.) at the rate of time and one-half regular pay rate.

**Section 14.5. Field Training Officer Pay.** Field Training Officers will be provided with one (1) compensatory day (10 hours) for each 160 hours of assignment with a trainee.

**Section 14.6. Travel Reimbursement.** Employees shall be reimbursed at the approved county mileage rate if travel time is involved out of the county, and the employee is required to furnish their own transportation.

**Section 14.7. Departmental Meetings.** When an employee is off duty and is ordered by the Sheriff to attend departmental meetings whether these meetings are held locally or otherwise, the employee shall be compensated at one and one-half (1-½) times the employee's normal rate of pay for actual hours spent.

**Section 14.8. College Incentive Pay.** Full-time employees who have earned a B.S. Degree in Criminal Justice or a Bachelor's Degree directly related to their assigned duties shall have an additional $.50 (cents) added to their base rate of pay. Full-time employees who have earned an Associate's Degree in Criminal Justice or an Associate's Degree directly related to their assigned duties shall have an additional $.25 (cents) added to their base rate of pay.

**Section 14.9. Shift Premium.** A shift premium shall be paid to an employee whose majority of hours scheduled are within the following hours:

| | |
|---|---|
| 2:00 p.m. to 10:00 p.m. | Twenty ($.20) cents per hour |
| 10:00 p.m. to 6:00 a.m. | Twenty–five ($.25) cents per hour |

The shift premium shall be paid on all hours worked that day.

**Section 14.10. Pyramiding.** Overtime or other premium rates shall not be pyramided or compounded or paid twice for the same hour worked.

## INSURANCE

**Section 15.0. Medical and Dental Insurance.** The Employer will provide at its cost a group health care plan covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents (Community Blue 4).

The health care plan will allow employees to purchase other health care plans by paying 100% through payroll deduction of the difference between the cost of such other health care plan and the health care plan provided by the Employer, I.e. Community Blue 4. The description of the health care plans are set forth on Appendix B. The specific terms and conditions of the health care plan are set forth in the master policy.

Regular full-time employees are eligible to participate in the health care plan no earlier than the first (1st) day of the premium (plan) month following thirty (30) calendar days of employment with the Employer in a regular full-time position.

**Section 15.1. Vision Insurance.** The Employer will make available a group vision insurance program covering certain vision care expenses for participating employees and their eligible dependents. The insurance program will provide the coverage set

forth on Appendix C. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

During the term of this Agreement, the Employer agrees to pay for single subscriber, two person and family coverage for eligible full-time employees who elect to participate in the group vision insurance plan. The Employer's obligation shall be limited to these amounts.

Full-time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following thirty (30) days of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall complete the applicable forms and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

**Section 15.2. Life Insurance**. Life insurance in the amount of $20,000.00 for full-time employees shall be fully paid by the Employer. (See Human Resources Office for details.)

**Section 15.3. Short Term Disability Insurance**. During the term of this Agreement, the Employer shall obtain a group short term disability program for full time employees. Employees who become disabled and who are otherwise eligible shall receive from the insurance carrier weekly indemnity payments consisting of two thirds (66.67%) of their normal gross weekly wages. These benefits shall be payable from the 15th day of disability for a period of up to twenty-four (24) consecutive weeks. The benefits payable under this program are coordinated with compensation paid under other similar programs such as the Social Security Act, worker's compensation, and the County's retirement Plan. The specific terms and conditions governing the short term disability program are set forth in detail in the policy governing the program as issued by the carrier, currently Cigna. The County pays the premium for the employee and includes the cost of that insurance in the employee's W-2 compensation each year.

**Section 15.4. Liability Insurance**. Police officer's professional liability insurance shall be maintained by the Employer for the benefit of the Employee, protecting the employee for acts allegedly committed during the course of employment and within the scope of his authority.

**Section 15.5. Insurance Carrier**. The Employer reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance programs; provided, however, that the benefits provided shall remain equivalent or better. Prior to changing carriers a special conference with the Union will be called to discuss the changes.

**Section 15.6. Obligation to Continue Payments**. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff, or unpaid leave of absence commences; provided, however, that employees on a family and medical leave of absence shall continue to be eligible for Employer-paid insurance for the period of their family and medical leave on the same terms that would exist if they were not on the leave. Employees on Employer approved leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work. The provisions of the foregoing notwithstanding, the Employer will continue to pay insurance premiums for eligible employees who are entitled to worker's compensation benefits because of a job related injury during the period of their workers compensation leave.

**Section 15.7. Employees Not Needing Health or Dental Coverage/Insurance**. Employees who have health care coverage/insurance through a plan under another employer and elect to drop out of the Employer's health care plan shall be eligible to receive $1200 per year in lieu of health care coverage/insurance. Employees who have dental care insurance through a plan under another employer and elect to drop out of the Employer's dental care plan shall be eligible to receive $800 per year in lieu of dental care insurance. These amounts will be paid in twenty-six (26) equal payments. Employees electing to opt out of the health insurance program must present proof of other coverage/insurance. This election shall be made on an annual basis during the open enrollment period and shall be effective for the next full insurance year. In the event that an employee loses coverage under the plan with the other employer, they shall be returned to coverage under the Employer's Plan as soon as possible. This payment is not available to County employees who are married to another County employee or are married to an employee of another County affiliated entity which participates in the County health care plan.

**Section 15.8. Duplication of Benefits**. The Employer shall have no obligation to duplicate any benefit an employee received under any other policy, excluding life insurance, with any other employer not withstanding the circumstances of eligibility amount or duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee, other than coverage provided by the Employer herein a party.

**Section 15.9. Governmental Programs**. Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicated the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs.

**Section 15.10. Retiree Health Insurance**. The Employer shall allow retired employees (as described in Section 16.0) to participate in the group health insurance program, provided the employee has been a subscriber of the health insurance program prior to retirement and pays one hundred two (102) per cent of the premium. Payment must be paid one month in advance by the tenth (10th) of the month preceding month of coverage. (See Human Resources Coordinator for details.)

**Section 15.11. Benefits for New Employees**. Except as otherwise specified herein, all other benefits for eligible new employees will become effective when they attain seniority.

**Section 15.12. Benefits upon Leave of Absence**. As a condition of continued receipt of benefits, the Employer, at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to full-time work.

**Section 15.13. Long Term Disability Insurance Coverage**. During the term of this Agreement, the Employer shall obtain a group long term disability program for full time employees. Employees who become disabled and who are otherwise eligible shall receive from the insurance carrier weekly indemnity payments consisting of sixty percent (60%) of their normal gross weekly wages. These benefits shall be payable from the 180th day of disability through age sixty-five (65). The benefits payable under this program are coordinated with compensation paid under other similar programs such as the Social Security Act, worker's compensation, and the County's retirement Plan. The specific terms and conditions governing the long term disability program are set forth in detail in the policy governing the program as issued by the carrier, currently Cigna. The County pays the premium for the employee and includes the cost of that insurance in the employee's W-2 compensation each year.

## RETIREMENT

**Section 16.0. Retirement**. The program of benefits provided for in Plan B-4 with the F50(25) rider of the Municipal Employees' Retirement System of Michigan shall be in effect for employees covered by this Agreement. Under this plan, employees contribute four and seven tenths percent (4.70%) of their gross pay to the retirement system. The specific terms and conditions of the retirement plan are controlled by the statutes and regulations establishing the Municipal Employees' Retirement System of Michigan and it's Municipal Employees' Retirement System of Michigan Plan Document.

During the term of this Agreement, a program of retirement benefits provide for in plan B-3 with the F50 (25) rider of the Municipal Employees Retirement System of Michigan shall be in effect for full time employees hired on January 1, 2011 and thereafter. Under this plan, such employees contribute six and seven tenths percent (6.70%) of their gross pay to the retirement system.

The Employer may request to reopen this agreement by requesting negotiations in writing with the Union on the limited issue of retirement benefits under this Article and Section. In such a case, the parties shall make every attempt to meet at reasonable times and to reach agreement on the open retirement related issues. There shall be no reduction of retirement benefits or increase in employee contributions to current employees as a result of the reopener.

**Section 16.1. Military Service Purchase**. The Employer by a resolution shall approve all pending and future requests by employees to purchase prior military service credit provided that the employee so requesting meets all the conditions and requirements of the Retirement System, and deposits in the Employer's account with the Municipal Employees Retirement System, the amount calculated by the Retirement Office and identified as the employer cost so that the unfunded accrued liability of the County is not increased as a result of the crediting of such prior military service, and shall have ten (10) years of Service with MERS to receive military service credit and said military credit shall not exceed five (5) years. Also, other military service credit provisions as defined by Act 247 of 1984 shall apply.

**Section 16.2. Deferred Compensation**. The Employer shall provide and administer a 457 Retirement Plan for benefit of the employee. The employee shall be entitled to make payroll deduction contributions into the plan in accordance with its provisions.

**Section 16.3. Health Care Saving Program.** The County participates in a Health Care Savings Program (HCSP) through the Municipal Employees' Retirement System of Michigan ("MERS") that allows employees access to a tax-deferred program to save for health care needs when they are no longer employed by the County. Under the HCSP, there is a mandatory conversion of accrued but unused paid sick leave and employees may make voluntary contributions in an amount determined by each employee, with changes in that amount made no more often that on a monthly basis. The specific terms and conditions of the HCSP are controlled by the MERS HCSP Plan Document and the statutes and regulations governing such programs. Contributions and their earnings can only be used to pay qualifying medical expenses for the employee and their dependents, and cannot be withdrawn for any other purpose. Upon the death of an employee, the employee's spouse and/or legal dependents may continue to use the HCSP account for their medical expenses. If the employee and spouse are both deceased and there are no legal dependents, the remainder of the employee's HCSP funds will remain in the HCSP Trust to the credit of the County. The County agrees to distribute the amount of the remaining HCSP funds to the employee's beneficiaries. The County will pay all costs required to establish the HCSP plan, but employees are responsible for the payment of required investment fees and expenses.

Disputes regarding the HCSP are subject to resolution under the procedures promulgated by MERS for its HCSP and are not subject to the grievance and arbitration provisions of this Agreement.

## MISCELLANEOUS

**Section 17.0. Captions**. The captions used in each section of this Agreement are for identification purposes only and are not a substantial part of this Agreement.

**Section 17.1. Job Descriptions**. The Sheriff shall provide all employees with a job description for their classification.

**Section 17.2. Light Duty Assignments**. An employee who has been incapacitated while working at their regular work by injury or compensable occupational disease, while employed by this Employer, may, in the sole discretion of this Employer, be employed at other work on the job that is operating in the Sheriff's Department and which the employee can perform, in the opinion of the Employer, without regard to any seniority provisions of this Agreement.

**Section 17.3. Voluntary Termination**. All employees must notify their supervisor in writing two (2) weeks prior to voluntarily terminating employment with the Employer. Employees shall have the responsibility of turning in all county equipment and property at termination of employment. The employee shall be charged for all items not returned, and the price of the items not returned shall be deducted from their paycheck. An exit interview may be arranged in the Human Resources Office for all permanent employees leaving the Employer.

**Section 17.4. Unsafe Working Conditions**. It will be the responsibility of each employee to report to their supervisor any malfunction of equipment, or any unsafe working conditions which they may observe. All equipment found to be defective or in hazardous condition shall be removed from service until such conditions have been corrected.

**Section 17.5. Safety Committee**. A safety committee composed of members of the bargaining unit and the Employer is hereby established. This committee will include the chief steward and steward of the Union and two (2) members of the Employer which may meet at a mutually agreed time for the purpose of making recommendations to the Employer.

**Section 17.6. Staffing Levels**. During the hours between 10:00 p.m. and 6:00 a.m. there will be two (2) full-time deputies scheduled per patrol unit, if one of the scheduled deputies does not report for work an irregular part-time or reserve may be used. The other scheduled deputy may be required to operate a patrol car alone, be on routine patrol, respond to complaints, investigate accidents and take care of any other duties; but, in no case shall a deputy be required to work alone for more then three (3)

consecutive nights. Every effort shall be made to have two person patrol units on Friday and Saturday nights. This Section shall not apply to contracted areas.

**Section 17.7. Bullet Proof Vests**. Bullet proof vests will be furnished to all road patrol personnel and any additional personnel at the discretion of the Sheriff. As a requirement of continued employment all officers shall wear bullet proof vests while on road patrol duty. Type and style will be of the type approved by the Safety Committee.

**Section 17.8. Prisoner Transports**. All marked regular road patrol units shall be equipped with a safety screen or safety shield. Irregular part-time employees may be used to transport prisoners.

**Section 17.9. Supplemental Employment**. Members of the collective bargaining unit shall apply for permission from the Sheriff to engage in supplemental employment as provided by department policy. Subpoenas and/or court time which results from supplemental employment that requires the employee to be unavailable for their scheduled duty with the Employer, shall require the employee to make up the lost time with the Employer.

**Section 17.10. Change in Personal Status**. Employees shall notify the Sheriff and County Human Resources Office of any change of name, address, telephone number, marital status, or number of dependents promptly, within five (5) days after such change has been made. The telephone number shall be held in confidence.

**Section 17.11. Uniforms**. The Employer shall furnish, maintain, dry clean, launder, and press the following items of the employee's uniform:

| | | | |
|---|---|---|---|
| Winter Shirts | Summer Shirts | Ties | Hat |
| Winter Jacket | Summer Jacket | Pants | |

The Employer shall provide the following items for use by the employees:

Shirt and Coat Badges
Hat or Cap Emblem
Certified Weapon
Collar Brass
Name Plate
Hand Cuffs
Uniform Patches
Service Ammunition
Whistle Chain
All leather gear except Shoes and Trouser Belt

MLEOTC Certified Officers who by nature of their assignment are required to wear plain clothes for at least thirty (30) consecutive days shall receive a clothing allowance of twenty-five (25) dollars every month. The County will reimburse road patrol officers up

to $200 during the term of this Agreement for the purchase of boots or approved equipment.

**Section 17.12. Severability**. Should any part of this agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, or other established or to be established governmental administrative office such invalidation shall not affect the remaining portions of this Agreement.

**Section 17.13. Waiver**. It is the intent of the parties hereto that the provisions of this Agreement which supersedes all prior agreements and understandings, shall govern their relationship and shall be the source of any rights or claims which may be asserted. 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 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.

**Section 17.14. Term of Agreement. This Agreement shall be effective on January 1, 2015 and shall remain in full force and effect through December 31, 2016, at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the sixtieth (60th) calendar day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. The parties agree to meet within a reasonable time after service of the written notice to commence negotiations.**

IN WITNESS WHEREOF, the parties have set their hands and seals this ____day of _____, 20___.

| FOR THE COUNTY | FOR THE UNION |
|---|---|
| | |
| | |
| | |
| | 12.15.14 |

**APPENDIX A**
**WAGE RATES**
**From 1/1/15 through 12/31/15**

**Employees hired prior to 1/1/2011**

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|---|---|---|---|---|
| **Classification** | Start | 1 Year | 2 Years | 3 Years | 5 Years |
| **Deputy Sheriff** | $19.21 | $19.99 | $20.84 | $21.73 | $22.15 |

**Employees hired 1/1/2011 and thereafter**

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|---|---|---|---|---|---|---|---|
| **Classification** | Start | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | 6 Years |
| **Deputy Sheriff** | $19.21 | $19.71 | $20.20 | $20.70 | $21.20 | $21.69 | $22.15 |

**From 1/1/16 through 12/31/16**

**Employees hired prior to 1/1/2011**

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|---|---|---|---|---|
| **Classification** | Start | 1 Year | 2 Years | 3 Years | 5 Years |
| **Deputy Sheriff** | $19.59 | $20.39 | $21.26 | $22.16 | $22.59 |

**Employees hired 1/1/2011 and thereafter**

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|---|---|---|---|---|---|---|---|
| **Classification** | Start | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | 6 Years |
| **Deputy Sheriff** | $19.59 | $20.10 | $20.64 | $21.11 | $21.62 | $22.12 | $22.59 |

## APPENDIX B

## HEALTH AND DENTAL INSURANCE COVERAGE

### Health Insurance Coverage

The health insurance program provides the following benefits currently through Blue Cross.

**Option A**: Community Blue Option 1 with preventative services limited to $500 per calendar year, a $10 office visit co-pay, a $50 emergency room co-pay, a $10 Urgent Care Center co-pay, the $15/$30 prescription drug rider with contraceptive coverage and mandatory mail order coverage for maintenance drugs.

**Option B**: Community Blue Option 2 with preventative services limited to $500 per calendar year, a $100/$200 deductible, 90/10 co-insurance with $500/$1000 calendar year maximum, a $10 office visit co-pay, a $50 emergency room co-pay, a $10 Urgent Care Center co-pay, and the $15/$30 prescription drug rider with contraceptive coverage and mandatory mail order coverage for maintenance drugs.

**Option C**: Community Blue Option 3 with preventative services limited to $500 per calendar year, a $250/$500 deductible, 80/20 co-insurance with $1000/$2000 calendar year maximum, a $10 office visit co-pay, a $50 emergency room co-pay, a $10 Urgent Care Center co-pay, and the $15/$30 prescription drug rider with contraceptive coverage and mandatory mail order coverage for maintenance drugs.

**Option D:** Community Blue Option 4 Base Plan provided at cost of Employer with preventative services limited to $1,000.00 per calendar year, a $500/$1,000 deductible, 80/20 co-insurance with $2,000/$4,000 calendar year maximum, a $20 office visit co-pay, a $100.00 emergency room co-pay, a $20.00 Urgent Care Center co-pay, and the $20 generic/$40 preferred brand name/$60 non-preferred brand name prescription drug rider with contraceptive coverage and mandatory mail order coverage for maintenance drugs.

### Dental Insurance Coverage

The dental insurance provides the following coverages, currently through Blue Cross:

Class I - Diagnostic and Preventive (100%)
Class II - Restorative, Endodontic and Periodontic (50%)
Class III - Extended Prosthodontic (50%)

Benefits are payable up to a maximum of $1,000 per member per benefit period.

## APPENDIX C

## VISION CARE COVERAGE

The vision insurance program provides the following benefits, currently through Vision Service Plan:

**BENEFITS:**

| | |
|---|---|
| Examination | Once every 24 months |
| Lenses | Once every 24 months |
| Frame | Once every 24 months |

**COPAYMENT:**

| | |
|---|---|
| Examination | $20.00 |
| Materials | $20.00 |

| | Services from a VSP Participating Provider* | Services from a Non-Participating Provider |
|---|---|---|
| Examination | Paid-in-Full | Up to $ 35.00 |
| Single Vision Lenses | Paid-in-Full | Up to $ 25.00 |
| Bifocal Lenses | Paid-in-Full | Up to $ 40.00 |
| Trifocal Lenses | Paid-in-Full | Up to $ 55.00 |
| Lenticular Lenses | Paid-in-Full | Up to $ 80.00 |
| Frame | A wide selection of attractive frames are covered in full.** | Up to $ 35.00 |
| **Contact Lenses** (instead of spectacle lenses and frame) | | |
| Necessary | Paid-in-Full | Up to $210.00 |
| Elective | up to $ 105.00 | Up to $105.00 |

* When an examination and/or materials are received from a VSP participating provider, the patient will have no out-of-pocket expense other than the co-payment, unless optional items are selected. Optional items include, but are not limited to, oversize lenses (61 nun or larger), coated lenses, no-line multifocal lenses, treatments for cosmetic reasons or a frame that exceeds the plan allowance.

** VSP's frame benefit fully covers over half of the 20,000 frames currently available. Due to this large selection and the fact that buying habits and tastes differ from one region to the next, frame inventories may vary from office to office. When deciding on a frame, members should ask their doctors which ones are covered in full.

These benefit descriptions are intended as an easy-to-read guide. An official description of benefits is contained in the applicable Vision Service Plan certificate.

**TUSCOLA COUNTY**
**TUSCOLA COUNTY SHERIFF**
**-and-**
**POLICE OFFICERS ASSOCIATION of MICHIGAN**

**Letter of Understanding regarding Miscellaneous Matters**

1. **Longevity.** Longevity was eliminated for all employees hired after December 31, 1986. Patrick Finn, Richard Hofmeister, and John Oliver were hired prior to December 31, 1986 and shall be paid an additional two (2.00%) per cent over their regular rate as longevity payments. This payment shall be calculated by increasing the employee's straight time regular rate by 2.00%, rounded to the nearest whole cent.

2. **College Incentive Pay**. Effective 1-1-2002 the parties agreed to eliminate the payments for 30, 60 and 90 credit hours, and to reduce the payment for BS from 4% to $.50 per hour. The provisions of Section 14.8 College Incentive Pay notwithstanding, those individuals receiving the 4.00% payment for a B.S. as of 6-26-2001 (James Hook, Michael Mattlin and Ryan Pierce) shall be entitled to $.58 per hour instead of the stated $.50. Those individuals receiving the 2.00% payment for 60 hours as of 6-26-2001 (Steve Anderson, Richard Hofmeister, Douglas Kinney, Steve Roland and Christopher Rogner) will continue to be paid an additional $.29 per hour.

3. An emergency financial manager appointed under the local government and school district fiscal ccountability act may reject, modify, or terminate the Collective Bargaining Agreement as provided in the local government and school district fiscal accountability Act. ***Inclusion of the language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. IN addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.***

4. Tuscola County offers a Flexible Spending Account maximum contribution of $2,500. per annum for each employee. Tuscola County will use its best efforts to place the flexible spending account in effect as early in 2011 as possible. Tuscola County to use reasonable judgment in all other matters relating to creation and maintenance of flexible spending account through a third party administrator.

| FOR THE COUNTY | FOR THE UNION |
|---|---|
| | |
| | |

**TUSCOLA COUNTY**
**TUSCOLA COUNTY SHERIFF**
**-and-**
**POLICE OFFICERS ASSOCIATION of MICHIGAN**

**Letter of Understanding regarding Sick Leave Bank**

The value of all hours of sick leave between 240 and 520 hours shall be multiplied by the employee's straight time rate of pay as of December 31, 2007 and 50% of that amount shall be placed in the employee's sick leave bank. The value of all hours of sick leave between 520 and 960 hours shall be multiplied by the employee's straight time rate of pay as of December 31, 2007 and 75% of that amount shall be placed in the employee's sick leave bank. One fifth (1/5) of the amount in the sick leave bank shall placed in the employee's HCSP with MERS as soon as administratively possible after June 1, 2008 and equal amounts of the remaining four fifths (4/5) of the remaining amount shall be placed in the employee's HCSP with MERS as soon as administratively possible after December 31 in the next four succeeding years through 2011. The remaining amount of the employees sick leave bank balance shall be paid to their designated beneficiary in the event of the death of an employee or transferred to the employee's HCSP with MERS in the event of retirement. Sick leave hours in excess of 960 shall be retained for use to fill in time between normal sick leave and the beginning of STD or LTD, but shall not otherwise be subject to payment on termination of employment, retirement or death. At the option of the employee exercised at least two weeks before the date of the next placement of funds in the HSCP, some or all of that amount will be paid to the employee instead of being placed in the HSCP.

| FOR THE COUNTY | FOR THE UNION |
|---|---|
| | |
| | |
| | |
| | |