AGREEMENT

BETWEEN THE

TUSCOLA COUNTY and TUSCOLA COUNTY SHERIFF

AND

POLICE OFFICERS LABOR COUNCIL

(Supervisory Unit)

January 1, 2015 through December 31, 2016

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AGREEMENT

This Agreement, entered into as of the 1st day of January 2015, between the Tuscola County Sheriff and Tuscola County (hereinafter collectively referred to as the "Employer") and the Police Officers Labor Council (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 Bargaining Unit 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 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 fulltime employees of the Employer included in the Bargaining Unit described below:

> All full time supervisory employees in the classifications of Detective-Sergeant, Road Patrol Sergeant, Lieutenant, Corrections Sergeant and Jail Administrator. EXCLUDING: All elected or appointed officials, all part-time employees, all non-supervisory employees below the rank of Sergeant (Road Patrol and Corrections), all other employees employed in or through the Sheriff Department, confidential employees (Sheriff's Secretary) and all other employees employed in or by the County of Tuscola.

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 two (2) 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 two (2) 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 the 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 Relations 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) POLC Representatives.

Section 2.3. Pay Allowance for Stewards. There shall be two (2) stewards and two (2) alternate stewards. The Employer will grant a necessary and reasonable amount of time off, not to exceed a total of eight (8) 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 work station 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 Police Officers Labor Council meeting each year. If that day was a regularly scheduled work day for said employee he shall be paid. 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 conferences.

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 Chairperson of the Union and the Employer or designee. Such a meeting shall be between no more than 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 is 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 Bargaining Unit 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. All employees included in the collective bargaining unit set forth in Section 1.0 shall, as a condition of employment, pay to the Union a service fee. This obligation to pay a service fee to the Union shall commence upon completion of an employee's first thirty (30) days of employment. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Union members. The Union shall advise the Employer in writing of the amount of its monthly dues and any changes thereto. An employee's obligation to pay a service fee to the Union may be satisfied by direct payment to the Union by the employee of the service fee, or by payment of the service fee in accordance with the check-off provisions of this section. In addition, any employee who is a member of the Union shall be deemed to have satisfied their service fee payment obligation for any month in which they were in good standing with the Union.

Section 3.1. Failure to Pay Service Fee. In the event that a member of the bargaining unit who is Act 312 eligible and 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 from all eligible employees current uniform dues or representation fees 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 authorization shall continue to be effective as to current employees and as to reinstated employees.

(c) The Employer will deduct current union dues or representation fees from the pay of all eligible employees for the first pay period ending in the calendar month.

(d) The Employer will deduct from the pay of eligible employees in any month only the dues or representation fees 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 appropriate refund from the Union. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Agreement.

(f) All sums deducted by the Employer shall be remitted to the Secretary-Treasurer of the Union at the first pay period, not later than 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 amounts.

(h) The Employer shall not be liable for the remittance or payment of any sums other than 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 shall 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 workloads; to establish and change work schedules; 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 for seven (7) days before they go into effect.

Section 4.2. Disciplinary Action. The right to discharge, suspend, or discipline employees shall remain at the sole discretion of the Employer, and except that no discharge or discipline 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 than twelve (12) 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 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 and name or names of complainant and other information reported. In case discipline or investigation is started reference a written 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 express 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 Sections 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 meet with the employee and/or the representative if a meeting is requested to discuss the grievance. 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 in the second step, the steward(s) 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 (5) calendar days of the Sheriff 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 be deemed granted to the employee, the time limit to run from the date when time for dispositions expired. 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 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 employee's 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 agreed 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 arbitral 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 and 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 merits of 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, on all the bargaining unit employees and on the Employers.

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

Section 5.11. Veterans' Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit covered by this agreement. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required, not later than Step 3 of the Grievance Procedure, to elect in writing either the Grievance Procedure or their statutory remedy as their single means of challenging the Employer's determination. If the employee elects to pursue their statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any Arbitration proceeding.

WORK STOPPAGES AND ILLEGAL ACTIONS

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, slowdowns, 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 bargaining unit take part in any strike, sit-down, 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 notices 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 and the employees 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 to any 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 promoted employees shall be on a promotional probation of twelve (12) months immediately following promotion. During such probationary period, the Sheriff may return the employee to their former rank or the employee may on their own volition request in writing to be relieved of their new rank and be returned to their former rank.

Section 7.2. Seniority List. The Employer agrees to post and update semi-annually a seniority list 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 by virtue of such temporary employment regardless of how long it lasts.

Section 7.4. Seniority While on Leave of Absence. Seniority and classification seniority does not accumulate when an employee is off work for more than thirty (30) calendar days, unless the time off is on vacation, workers' compensation leave, military training or emergency duty leave, FMLA leave, funeral leave, paid sick leave or jury duty 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 or who would have been covered by this Agreement if not transferred, who is transferred from a classification covered by this agreement to a supervisory or other position within the Sheriff Department which is not included within this Agreement shall retain their seniority as of the date of such transfer or promotion, and shall continue to accumulate additional seniority in the collective bargaining unit, except 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, said employee may return to this collective bargaining unit with full seniority benefits.

LAYOFF AND RECALL

Section 8.0. Layoff. Layoff of employees shall be by department wide seniority and the following order shall be followed, 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 departmental 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. 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 employee's 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. Workday. 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 and including two fifteen-minute paid breaks which is part of the employee's work day with the employee being still on duty, subject to call in. 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 sixty (60) 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 an emergency (as defined in Webster's Dictionary) when the Employer may reassign in less time.

Section 9.2. Shift Preference. A shift preference shall be established by 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 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 commencing January 1, 1990. A weekend shall be defined as Saturday and Sunday. This contract right shall supersede 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 or by telephone or verbal. Any change less than 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. 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 in an attempt to equalize the overtime hours. An employee who refuses a call-in on a given calendar day will be charged the hours for that call-in. Management has the option, and may call the

employee for other shifts open and available for the same calendar day. Any additional call-in on that same day will not be charged as additional refusal time. Further, the Sheriff reserved the right to require employees to work overtime. 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 9.6. 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 9.7. Required Overtime. When the Employer has complied with Section 9.5, 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 9.8. 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. Promotional Testing. The following promotional procedure will be adhered to for all promotions within Unit II of the Tuscola County Sheriff s Department:

A. Vacancy - Posting – Application: Whenever a vacancy occurs in this unit 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. The number of applicants shall remain confidential until the posting period is complete.

B. Probationary Period: All promoted employees shall be on probation for a period of twelve (12) months immediately following promotion. During such probationary period, the Sheriff may return the employee to their former rank or the officer may on their own volition, request in writing to be relieved of their new rank and be returned to their former rank.

C. Written Examination:

1. Eligible applicants shall be required to take a written examination. The score each applicant receives will be used as sixty percent (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 skills.
   c. Depth of knowledge and application of law enforcement and/or corrections skills.

D. 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.

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

F. 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 percent (40%) of the total promotional score. The oral board shall consist of three (3) individuals 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.

G. Seniority Points: One (1) point shall be added to each applicant's score for each two (2) years of seniority or a fraction thereof not to exceed a total of five (5) points.

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 to the same classification becomes available 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 reinstituted until the facts outlined in paragraph I above reoccur.

J. Right to Decline Promotions: A candidate may ask not 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. Three (3) applicants or less. Regardless of the above, should there be three (3) or less applicants for a vacancy, the Sheriff may fill the vacancy from the applicants submitted for promotion without the necessity of a written examination, oral interview or seniority points consideration.

L. Promotion to Lieutenant. In order to be eligible for promotion to Lieutenant, the employee must have a minimum of four (4) years as a Correction's Sergeant, Uniformed Sergeant or Detective Sergeant within this bargaining unit.

In order to be eligible for promotion to Lieutenant/Uniformed Commander, the employee must have a minimum of four (4) years and be currently assigned in the Bargaining Unit as a Uniformed Sergeant or Detective Sergeant.

In order to be eligible for promotion to Lieutenant/Jail Administrator, the employee must have a minimum of four (4) years and be currently assigned in the Bargaining Unit as a Corrections Sergeant."

Section 10.1. Pay Upon Promotion. When an employee is permanently promoted to a position in a higher classification, the employee's pay shall be increased to the step on the higher classification that gives a minimum of 50 cents an hour pay raise. On a promotion, if there are no rates above, the employee would receive the same rate of pay.

Section 10.2. Pay Upon Demotion. In application to the pay scale only, if an employee is permanently demoted to a position in a lower classification, the employee's pay shall be decreased to the step on the lower classification pay scale immediately below their present pay rate.

Section 10.3. 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. Unpaid Leave of Absence. A leave of absence without pay, is a written authorized absence from work for a definite period of time without pay and with no accumulation of seniority. A request for a leave of absence without pay shall be made by an employee in writing and shall state the reason for such leave upon the application. Only a permanent full-time employee who has worked continuously for the Employer for one year or more may be granted a leave of absence.

A. Leaves requested due to personal illness or illness in the immediate family must be accompanied by a medical doctor's certificate, certifying that the employee or the immediate family member is unable to work or needs personal attention and reason therefore, a request for a personal illness leave or a leave because of the illness in the immediate family shall be granted.

B. No leave in excess of six (6) calendar months shall be granted, however, leaves may be renewed at the discretion of the Employer.

C. All leave requests shall state the exact date on which the employee desires to begin the leave and the exact date on which the employee is to return to work.

D. If an employee uses a leave of absence for a reason other than stated in their request, the employee shall be terminated from their job without recourse.

E. Failure to return to work within three (3) days of the exact date scheduled for return shall be cause for termination at the sole discretion of the Employer.

F. Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without permission while on a leave of absence shall result in the employee being terminated from their job without recourse.

G. An employee who wishes to return to work prior to the expiration of their leave shall give the Employer two weeks written notice of the date they wish to commence work.

H. Time absent on unpaid leave shall not be counted as time at work for any purpose.

Upon return of an employee from a leave of absence, they shall be re-employed in the same position within the department or a position generally similar to that which they did last, if available, at the prevailing rate of pay for that classification.

Section 11.1. 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 11.2. Funeral Leave. A full time employee shall be granted up to three consecutive work 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 unless it is a pass day. 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 work 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 11.3. 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. An employee shall earn and be credited with eight (8) hours for each month actually worked and not to exceed ninety-six (96) hours per year. Sick days shall be banked for future use for legitimate sick claims. Sick day accumulation shall be unlimited, effective July 1, 1981.

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 may, on approval of the Sheriff or 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 their 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 (1/2) hour.

F. Sick Leave Payoff on resignation. Non-probationary employees who voluntarily resign their employment without disciplinary action pending shall have all accrued but unused sick leave hours up to 960 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.

G. Sick Leave Payoff upon Retirement or Death. 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 up to 960 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 up to 960 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 Michigan Municipal Employees Retirement System). Upon the death of an employee, all

accrued but unused sick leave hours up to 960 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. Bargaining unit members may use sick leave for the purpose of doctors' appointments or examinations. All sick leave will be taken in no less than one-half (1/2) hour increments.

I. Management may require written verification from a doctor.

Section 11.4. 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 borne 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 11.5. 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 11.6. 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 11.7. 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 Worker's 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 11.8. 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 (1/2) 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 anytime in the course of the year. All employees may take their vacation in at least one (1) or more hour 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 and including consideration of the availability and number of employees who are able to work at any particular time. Officers are granted vacation in accordance with seniority throughout the department. 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 are holidays for full-time employees:

January 1, New Year's Day
Third Monday in January, Martin Luther King Day
Third Monday of February, President's 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 Day
December 25, Christmas Day
National and State General Election Days

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

Section 13.1. Holiday Pay. Bargaining unit members shall be paid for eight (8) hours at their regular rate of pay for each of the specified holidays and four (4) hours for each one-half days holiday, whether they work on those days for not. In lieu of said holiday pay the employee shall receive eight (8) hours compensatory time, or four (4) hours for one-half (1/2) holiday, 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.

Section 13.2. Holiday Premium Pay. All employees of the bargaining unit shall receive two and one-half (1/2) times their regular rate of pay for each hour worked on a holiday. 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.

Section 13.3. Holiday Eligibility. 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 herein before designated holidays, or the day observed in lieu thereof, if any, and does not work as agreed, they shall not receive the pay for such holiday. Employees scheduled to work on one of the herein before 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 may be extended one (1) day continuous with the vacation.

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 may be used 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 of that same year.

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. Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have twenty (20) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Employer within this period of time, the rate shall be deemed to be agreed to. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union shall meet within forty-five (45) calendar days to negotiate any changes which might be required. If the parties are unable to agree on the rate after MERC mediation, the Employer may implement its last best offer.

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 to 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. Travel Reimbursement. If travel time is involved out of the county, and the employee is required to furnish their own transportation, they shall be reimbursed at the existing approved county mileage rate.

Section 14.6. 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 (1-1/2) times the employee's normal rate of pay for actual hours spent.

Section 14.7. College Incentive Program. Full-time employees who have received a B.S. degree in Police Work shall have an additional $.50 per hour added to their regular straight time rate of pay.

Section 14.8. 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 cents ($.20) per hour
10:00 P.M. to 6:00 A.M. - Twenty-Five cents ($.25) per hour

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

Section 14.9. Pyramiding. Overtime or other premium rates shall not be pyramided or compounded or paid twice for the same hours worked.

Section 14.10. Voluntary Deductions. The Employer shall deduct from an employee's wages contributions to a savings account as directed, in writing by the employee, to the Employer's Personnel Department. Such contributions shall be deposited by the Employer to the credit of the employee with a single financial institution as selected by the local P.O.L.C. Unit.

Section 14.11. Longevity Pay. Full-time employees having worked continuously for the Tuscola County Sheriff Department for five (5) or more years shall receive two (2) percent additional wages over the wage schedule. No employee hired after December 31, 1986, shall be entitled to longevity pay.

INSURANCE

Section 15.0. Medical and Dental Insurance. The Employer will provide at its cost a group health care and dental 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 $25,000.00 for full-time employees shall be fully paid by the Employer. (See Human Resources Office for details).

Section 15.3. Long Term Disability Insurance. The Employer shall provide disability insurance coverage, which shall pay two-thirds of an employee's gross wages for a period not to exceed two (2) years after a thirty (30) day waiting period. An employee shall not be entitled to any other compensation from the Employer when they are receiving disability insurance compensation.

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 their authority.

Section 15.5. Insurance Carrier. The Employer shall select or change the insurance carrier at its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind. All benefits shall be subject to standard provisions set forth in the policy or policies.

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 in-

surance 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 any employee received under any other policy, excluding life insurance, with any other employer notwithstanding 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.

Section 15.9. Governmental Programs. Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates 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 not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in apart, compulsory governmentally-sponsored insurance programs.

Section 15.10. Benefits for New Employees. Except as otherwise specified herein, all other benefits for eligible new employees will become effective when they attain seniority.

Section 15.11. 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 15.12. Retiree Health Insurance. The Employer shall allow retired employees 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. For purposes of this section, retirement means eligibility for an immediate retirement allowance from MERS and does not include separations under circumstances that will allow the employee to collect a deferred, vested retirement allowance from MERS at a later date.

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 only, 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 issues. There shall be no reduction of retiree 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 HSCP 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. Bullet Proof Vests. Bullet proof vests will be furnished to all road patrol personnel and any additional personnel at the discretion of the Sheriff. Employees assigned bullet proof vests shall wear same if required by the Sheriff.

Section 17.7. Prisoner Transports. All marked regular road patrol units shall be equipped with a safety screen or safety shield. Part-time employees may be used to transport prisoners. In the absence of the Sheriff or Undersheriff and after normal business hours, assignment of prisoner transport will be left to the discretion of the command officers.

Section 17.8. Supplemental Employment. While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations: In no case shall outside or supplemental employment conflict with, or impair an employee's responsibilities to the Employer. The Employer shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment. Any employee desiring to participate in outside or supplemental employment must obtain permission of the Sheriff in writing prior to engaging in outside or supplemental employment. The following guidelines shall be applicable to all employees engaged in outside or supplemental employment. Employees engaged in outside or supplemental employment shall:

A. Not use Employer facilities as a source of referral for customers or clients.
B. Not be engaged in during the employee's regularly scheduled working hours.
C. Not use the name of the Employer as a reference or credential in advertising or soliciting customers or clients.
D. Not use Employer supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
E. Maintain a clear separation of outside or supplemental employment from activities performed for the Employer.
F. Not cause any conflict of interest, or impairment of the employee's duties.

Section 17.9. Change in Personal Status. Employees shall notify the Sheriff and County Human Resources Office of any change of name, address, telephone number, martial 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 17.10. Uniforms. The Employer shall furnish, maintain, dry clean, launder, and press the following items of the employee's uniform:

Winter Shirts	Summer Shirts	Ties	Hats
Winter Jacket	Summer Jacket	Pants	

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

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

Each Detective shall be issued only one (1) complete uniform. A clothing allowance in the amount of $600.00 is to be allowed those Detectives working their entire time in civilian clothes. If an officer works only part-time or does not work the full year, the clothing allowance shall be

pro-rated according to the time worked. Civilian clothing used for work by Detectives shall be laundered, dry cleaned and pressed in the same manner as uniforms.

The Employer shall provide a maximum of three (3) earphones for use by Shift Supervisors on patrol.

Section 17.11. 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 tribunal, such invalidation shall not affect the remaining portions of this Agreement.

Section 17.12. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties, 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 waived 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 17.13. 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:

/ JOHN STOSHAN / POLC

/ RYAN PIERCE

/ NATE LIGHT

APPENDIX A-1
Employees promoted/hired prior to 1/1/2011
For 1/1/15 through 12/31/15

	S1	S2	S3	S4
Jail Administrator	$22.68	$23.83	$25.00	$26.61
Lieutenant	$22.68	$23.83	$25.00	$26.61
Sergeant/Detective Sgt	$21.73	$22.73	$23.92	$25.33
Corrections Sergeant	$19.20	$20.13	$21.17	$22.17

Employee promoted/hired 1/1/2011 and therafter

	Start Step 1	End of 1 yr/Step 2	End of 2 yrs/Step 3	End of 3 yrs/Step 4	End of 4 yrs/Step 5	End of 5 yrs/Step 6
Jail Administrator	$22.68	$23.47	$24.26	$25.04	$25.83	$26.61
Lieutenant	$22.68	$23.47	$24.26	$25.04	$25.83	$26.61
Sergeant/Detective Sgt	$21.73	$22.45	$23.15	$23.88	$24.58	$25.33
Corrections Sergeant	$19.20	$19.80	$20.40	$20.99	$21.59	$22.17

APPENDIX A-2
Employees promoted/hired prior to 1/1/2011
For 1/1/16 through 12/31/16

	S1	S2	S3	S4
Jail Administrator	$23.13	$24.31	$25.59	$27.14
Lieutenant	$23.13	$24.31	$25.59	$27.14
Sergeant/Detective Sgt	$22.16	$23.18	$24.40	$25.84
Corrections Sergeant	$19.58	$20.53	$21.59	$22.61

Employee promoted/hired 1/1/2011 and therafter

	Start Step 1	End of 1 yr/Step 2	End of 2 yrs/Step 3	End of 3 yrs/Step 4	End of 4 yrs/Step 5	End of 5 yrs/Step 6
Jail Administrator	$23.13	$23.94	$24.75	$25.54	$26.35	$27.14
Lieutenant	$23.13	$23.94	$24.75	$25.54	$26.35	$27.14
Sergeant/Detective Sgt	$22.16	$22.90	$23.61	$24.36	$25.07	$25.84
Corrections Sergeant	$19.58	$21.20	$20.81	$21.41	$22.02	$22.61

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. All costs which exceed Option D to be paid 100% by employee.

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. All costs which exceed Option D to be paid 100% by employee.

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. All costs which exceed Option D to be paid 100% by employee.

Option D: Community Blue Option 4 Base Plan provided at cost of Employer with preventative services limited $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
-and-
POLC

Letter of Understanding regarding College Credit Pay

Effective 7-1-2003 the parties agreed to eliminate the payments for 30, 60 and 90 credit hours, and to reduce the payment for BS from 4% to $.50 per hour. The provisions of Section 14.8 College Incentive Pay notwithstanding, those individuals receiving the 4.00% payment for a B.S. as of April 24, 2003 (Curtis Chambers [$.80], Glen Skrent [$.80], Leland Teschendorf [$.85] and Scott Jones [$.76]) shall be entitled to the amount indicated per hour instead of the stated $.50. Those individuals receiving the 3.00% payment for 90 hours as of April 24, 2003) will continue to be paid an additional $.53 per hour. Those individuals receiving the 2.00% payment for 60 hours as of April 24, 2003 (Michael Pine) will continue to be paid an additional $.40 per hour. In the event that an employee promoted to this unit had an agreement to continue payment of a discontinued college incentive payment or the payment of a college incentive at a rate higher than $.50 that agreement will continue within this unit. (Ted Hull and Robert Baxter shall continue to receive $.58)

FOR THE COUNTY	FOR THE UNION
	JOHN STIDHAM / POLC
	RYAN PIERCE
	NOTE LIGHT

TUSCOLA COUNTY
-and-
POLC

Letter of Understanding regarding Miscellaneous Matters

A.. New employees promoted into the Supervisory Unit beginning 1/1/2011 and thereafter will be covered by the terms of the sick leave, vacation and retirement provisions of the bargaining unit they were promoted from rather than those same provisions in this Agreement.

B. 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.

C. Tuscola County will reimburse each employee up to $200.00 during the term of this Agreement for the purchase of boots and approved equipment.

D. **HCSP Fees**. The County agrees to pay the $25 annual investment fee during 2008, but employees will be responsible for the payment of that annual investment fee in 2009 and thereafter. Employees will also be responsible for payment of the fees applicable to their individual investment accounts.

E. **Paid Personal Days**. The provisions of Section 11.6 Personal Business Day notwithstanding, Command Officers who are working eight (8) hour shifts will be provided with four (4) paid personal days each year instead of three (3) per year as long as there are Command officers working twelve (12) hour shifts.

F. An emergency financial manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the Collective Bargaining Agreement as provided in the local government and school district fiscal accountability Act.

FOR THE COUNTY

Christine Tersch
Legal secretary

FOR THE UNION

John Stephan / POLC
Ryan Pierce
Nate Light

LETTER OF UNDERSTANDING

It is agreed between the Police Officers Labor Council (Supervisory Unit) and Tuscola County/Tuscola County Sheriff, as follows:

> Effective January 1, 2016, Section 13 Holidays of the parties Collective Bargaining Agreement (dated January 1, 2015) will be amended by deleting "National and State General Election Days" and replacing with "New Year's Eve Day".

POLICE OFFICERS LABOR COUNCIL (Supervisory Unit)

By: _____

Its: Labor Rep./Polc

Dated: 12-29-2014

TUSCOLA COUNTY/TUSCOLA COUNTY SHERIFF

By: _____

Its: Tuscola County Sheriff

Dated: 1/2/2015

TUSCOLA COUNTY BOARD OF COMMISSIONERS

By: _____

Its: Board Chair

Dated: 1-12-15