COLLECTIVE BARGAINING AGREEMENT

BETWEEN

County of Tuscola

Tuscola County Sheriff

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN

(CORRECTION OFFICER UNIT)

(BARGAINING UNIT III)
(Non-Supervisory Non-Act 312 Eligible Unit)

Effective: January 1, 2011, through December 31, 2012

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AGREEMENT

This AGREEMENT, entered into as of the 1st day of January, 2011 between the Tuscola County Sheriff and Tuscola County (hereinafter collectively referred to as the "Employer" or the "County") and the Police Officers Association of Michigan (hereinafter referred to as the "Union").

PURPOSE AND INTENT

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

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

RECOGNITION

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

> All full time non-supervisory employees of the County of Tuscola working in the Sheriff's Department not eligible for Act 312 arbitration (correctional officers, records clerks, mechanics, and uncertified deputies), **but excluding** the sheriff, executive employees (undersheriff), supervisory employees (lieutenants, sergeants, detectives, jail administrators and corporals), confidential employees (sheriff's secretary), employees eligible for Act 312 arbitration (certified deputies), part time employees, temporary employees, seasonal employees and all other employees.

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

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

Section 1.2. Part Time and Irregular Employees. The Employer reserves the right to hire and utilize part-time and temporary employees and volunteers from time to time. Part-time and

temporary employees and volunteers are not within the recognition granted the Union and shall not be covered by the terms of this Agreement. The Union recognizes that the performance of work by these individuals is permitted and shall not constitute a violation of this Agreement; provided however, that such individuals shall not be hired or utilized so as to cause a full-time employee to be laid off or lose time from their regularly scheduled hours or to violate a section of this Agreement specifically restricting usage of part-time employees or to erode the bargaining unit.

REPRESENTATION

Section 2.0. Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee consisting of the consisting of three (3) employees with one (1) or more years of seniority selected by the Union in a manner determined by the Union. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer.

Section 2.1. Stewards. The Union's Collective Bargaining Committee are also Stewards, who shall act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement.

Section 2.2. Alternate Stewards and Collective Bargaining Committee Members. Alternate stewards and members of the Collective Bargaining Committee may be selected or elected by the Union from employees covered by this Agreement who have seniority. Alternate stewards and alternate members of the Collective Bargaining Committee shall serve temporarily in the absence of the regular selected or elected steward or members of the Collective Bargaining Committee and such alternate steward or members shall have the same rights, duties, limitations and obligations as the regular selected or elected steward or members of the Collective Bargaining Committee during the period of replacement.

Section 2.3. Identification of Union Representatives. The Sheriff and the County Controller shall be informed in writing of the names of the Union's President, Vice-President, Secretary-Treasurer, alternate Stewards or members of the Collective Bargaining Committee, the Staff Representative of the Union, and any changes therein, immediately upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of this notice.

Section 2.4. Bargaining and Special Conference Time. Employees may be released from work to engage in collective bargaining negotiations and special conferences, provided such release will not interfere with the orderly and efficient operation of the Employer. Members of the Bargaining Committee shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours in order to participate in collective bargaining negotiations or special conferences; provided, however, that preparation for negotiations and special conferences and meetings with other bargaining unit members shall be conducted outside of working hours, unless authorized by the Sheriff or Undersheriff.

Section 2.5. Release Time for Stewards. The Employer will grant a reasonable amount of time off with pay during straight time working hours to the stewards or alternates who must necessarily be present for direct participation in investigating grievances and grievance adjustments with management. Such steward shall first receive permission from their immediate supervisor to leave their workstation and shall report back promptly when their part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject to disciplinary action. The Employer will pay them for any on duty time they spend in the arbitration procedure, or in proceedings, if any, that occur at any place other than on the Employer's premises, or that are conducted or attended by any governmental agency or agent.

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

Section 2.7. Union Meeting Attendance. One duly elected Union representative shall be allowed one (1) day leave to attend Union meetings each year. If that day was a regularly scheduled workday, the employee shall be paid at their regular straight time rate of pay for the time lost from their regular hours. To obtain the above mentioned leave day with pay, request for leave must be submitted in writing seven (7) days in advance showing location and duties of conventions or conference.

Section 2.8. 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 President of the Union and the Employer or designee. Such meeting shall be between not more then two (2) representatives of the Union and the Union's Staff Representative if requested by the Union and up to three (3) 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).

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 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) days following the deduction.

Section 3.2. Check-off.

(a) During the term of this agreement, the Employer agrees to deduct service fees, or if applicable, Union membership dues from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper check-off authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union.

(b) All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's service fee obligation, or if applicable, Union membership dues owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose.

(c) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Union.

(d) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check-off authorization form, no further deductions shall be made until the matter is resolved.

(e) The Employer's sole obligation under this Section is limited to the deduction of service fees, and, where applicable, Union membership dues. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever.

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. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with these Sections, the Employer agrees to give timely notice of such action to the Union and to permit the Union to intervene as a party if it so desires. The counsel selected by the Union to represent its interests will be responsible for the litigation if the Union elects to participate as a party. The Employer shall have separate counsel. The parties agree the Union counsel shall be lead counsel in any such litigation, provided that there is no conflict between the position of the Union and the Employer.

MANAGEMENT RIGHTS

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

Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the County in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitations, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their locations; to direct and control operations; to establish work rules; to study and use improved methods and equipment, and in all respects to carry out the ordinary and customary function of management.

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

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

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

Section 4.2. Disciplinary Action. The right to discharge, suspend, or discipline employees shall remain at the sole discretion of the Employer, except that no discharge or discipline of an employee who has completed their probationary period shall be made without just cause. Discharge, suspension, or written discipline must be by proper written notice to the employee and the steward and the Employer shall cite specific charges against the employee. The degree or severity of discipline shall be at the discretion of the Employer but due consideration shall be given to a progressive degree of discipline and its reasonableness in view of the offense. 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 4.3. Disciplinary Procedures. The discharged or suspended or disciplined employee will be allowed to discuss their 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 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 twenty-four (24) months previously unless related to the current charge or as provided by law.

Section 4.4. Suspension. In the event an employee is suspended, the employee shall be taken off the payroll. In all cases, officers relieved from duty shall immediately surrender their badge and departmental identification to the officer relieving them from duty. During such period of suspension, the officer may not wear the uniform of the Department and shall be liable for any violations of the rules and regulations of the Department. The employee may elect to continue insurance benefits under the group plan by filing a written election with the Employer's Personnel Office and paying the premium as directed. In the event a grievance had been filed and the employee prevails, the employee shall be reimbursed the premium that was paid.

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

Section 4.6. Investigation of Complaints. At any time a formal complaint is lodged against a member of the bargaining unit, the Sheriff shall advise the employee involved and furnish copies

of the complaint to the employee and the Union Representative. Such reports shall include all charges and complaints involved, the name or names of the complainant and other information reported. In case discipline or investigation is started reference a formal complaint and after the employee has been notified of the incident, the Employer shall indicate the status in writing bi-weekly and at the conclusion of the investigation to the employee and the Union. In case of an anonymous complaint against an employee, no disciplinary action shall be taken.

GRIEVANCE PROCEDURE

Section 5.0. Definition of a Grievance. A grievance under this Agreement is a dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of the Union, or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of provisions of this Agreement.

Section 5.1. Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Oral Procedure. An employee with a grievance shall discuss the matter with their immediate supervisor (or designated representative) within ten (10) working days from the time of the occurrence of the events giving rise to the grievance. In situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint, the employee shall discuss the matter within ten (10) working days from the time that the employee involved first knew or could have known of the facts giving rise to the complaint. If requested by the employee, a Steward may be present. The immediate supervisor (or designated representative) shall endeavor to give the employee concerned an oral answer to the grievance within three (3) working days of the discussion. Every effort shall be made to settle the grievance in this matter.

Step 2. Written Procedure to Sheriff. If the grievance is not satisfactorily settled in the Step 1 Oral Procedure, the complaint shall be reduced to a written grievance within ten (10) working days of the oral answer and submitted to the Sheriff (or designated representative). The grievance shall be signed by the employee and shall indicate the Section or Sections of this Agreement in dispute and shall adequately set forth the facts giving rise to the grievance. The preparation of a written grievance shall not interfere with the Department's operations. The Sheriff (or designated representative), the employee, and the Steward may discuss the grievance. The Sheriff (or designated representative) shall place an answer on the written grievance within ten (10) working days following the date the grievance was submitted at this step, and return it to the President, Vice President or Secretary-Treasurer.

Step 3. Written Procedure to Board of Commissioners. If a grievance is not satisfactorily settled in the Step 2, Written Procedure, the Steward may appeal the Sheriff's decision by delivering to the County through the County Controller's office a written request for a meeting concerning the grievance within ten (10) working days following receipt of the Sheriff's written disposition of the grievance. A copy of this written request shall be provided to the Sheriff. Within twenty (20) working days after

the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union. If the meeting cannot be held within the twenty (20) working day period, it shall be scheduled for a date mutually convenient for the parties. The Chairperson of the County's Negotiations Committee, or designated representative, shall place a written disposition on the grievance within fifteen (15) working days following the date of this meeting, and return it to the President, Vice President or Secretary-Treasurer.

Section 5.2. Arbitration. The Union may request arbitration of any unresolved grievance which is arbitrable by delivering a written request to arbitrate to the County through the County Controller's Office with a copy mailed to the Sheriff within twenty (20) working days following the receipt of the County's written disposition in Step 3 of the grievance procedure. If the County fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request arbitration by delivering a written request to arbitrate to the County through the County Controller's Office with a copy mailed to the Sheriff not later than forty (40) working days following the date the County's written Step 3 disposition was due. If the Union does not request arbitration within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition.

Section 5.3. Selection of Arbitrator. The parties shall first attempt to mutually select an arbitrator to resolve the dispute. If the parties are unable to mutually agree upon an arbitrator, the Union shall request the Federal Mediation and Conciliation Service to provide a panel of seven arbitrators. The arbitrator shall be selected from this panel by each party alternately striking the name of an arbitrator. The Union shall strike the first name from the list of arbitrators. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, that panel may be rejected and another requested. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

Section 5.4. Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitration shall be governed by the rules of FMCS. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. The arbitrator shall have no authority to rule on the discipline, layoff, recall or termination of any probationary employee, or to rule on any grievance considered settled. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, to rule on any matter involving the granting or denial of benefits under the retirement or insurance plans, or to change any rate unless it is provided for in this Agreement. The Arbitrator shall have no authority to review the propriety of the denial of leave or benefits under the FMLA. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the expressed terms of this Agreement as generalized in the management's rights clause herein. If the grievance concerns these rights which are not otherwise limited by the expressed terms of this Agreement, the grievance shall not be arbitrable. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and the Employer may require a two part hearing in any proceeding in

which the arbitrability of the grievance for timeliness is at issue. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

Section 5.5. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees in the bargaining unit; provided however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

Section 5.6. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step within Section 5.1. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

Section 5.7. Time Computation. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

Section 5.8. 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.

Section 5.9. Grievance Form. The grievance form shall be prepared by the Union in a form which coincides with the grievance procedure established in this Agreement.

Section 5.10. Class Action, Discharge and Suspension Grievances. A grievance affecting a number of employees may be treated as a class action grievance. All class action grievances and grievances concerning suspension or discharge shall be initiated at Step 2 of the Grievance Procedure. A written grievance signed by the Steward, a non-employee representative of the Union or the suspended or discharged employee shall be filed within five (5) working days of the employee's discharge or suspension in order to invoke the grievance procedure in suspension or discharge situations.

Section 5.11. POAM Representatives. The Union may have a representative of the POAM attend any Step 2 or Step 3 meeting.

WORK STOPPAGES AND ILLEGAL ACTIVITY

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

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

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

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

SENIORITY

Section 7.0. Seniority. Seniority shall be defined as the length of an employee's continuous service with the Tuscola County Sheriff's Department since the employee's last date of hire. Classification seniority shall be defined as the length of an employee's continuous service in

classification covered by this Agreement. Seniority and classification seniority shall entitle an employee only to such rights as are expressly provided for in this Agreement.

Section 7.1. Probationary Period. Employees hired in the unit shall be considered as probationary employees for the first twelve (12) months of their active employment. Employees who have not completed their probationary period may be disciplined or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Arbitration Procedure. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. When an employee finishes the probationary period, they shall be entered on the seniority list of the unit and shall rank for seniority and classification seniority from their last date of hire.

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 or classification seniority by virtue of such temporary employment regardless of how long it lasts. When a part-time or temporary employee is continued without a service break and is given permanent, full-time employment, their time worked as a temporary or part-time employee will not be counted and the employee will start as a probationary employee.

Section 7.4. Seniority While on Leave of Absence. The seniority and classification seniority of employees on Employer approved leaves of absence shall continue to accrue during the period of their leave of absence.

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 while 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.

LAYOFF AND RECALL

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

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

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

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

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

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

Section 8.2. Recall. A laid off seniority employee, if recalled to a job similar from which they were laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge. The order of recalling laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff. Notices of recall shall be sent by certified or registered mail, or telegram to the employees last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall contact the Employer within three (3) consecutive days from the date of delivery of a recall notice and return to work within seven (7) calendar days, or their employment shall be terminated without recourse to this Agreement unless the time is extended by the Employer

HOURS OF WORK

Section 9.0. Workperiod. The normal workday for regular full-time employees shall be eight (8), ten (10) or twelve (12) hours including a thirty (30) minute lunch period. The Employer will attempt to provide twelve (12) hour shifts scheduling where practicable but cannot guarantee continuation of any shift schedule for any particular time period. The normal work schedule for regular full-time non-correctional employees shall consist of five (5) workdays and shall normally be forty (40) hours in duration. The work period for correctional officers 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 correctional 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 excluded 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 Schedules. 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 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 department 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. 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 by telephone or verbal. Any change less then seven (7) calendar days notice must have the employee's approval, except in the case of an emergency, if and when it might become necessary to maintain continuity of public safety.

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

Section 9.6. Overtime Assignment. Overtime hours shall be equalized as much as possible throughout the Department on the basis of seniority and job assignment. An up-to-date list showing overtime hours will be posted every two (2) weeks in a prominent place. Whenever overtime is required, the person with the least number of overtime hours in that classification and/or job assignment with at least ninety (90) days seniority will be called first and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the employee did not choose to work will be charged to that employee in the amount of hours of the employee working during that period, unless the employee has worked at least three (3) hours overtime in addition to a regular shift within the previous twenty-four (24) hours, prior to the commencement of the requested overtime period. Other exceptions will be when employees are off on vacation, comp days, sick days, injury days, or personal days. Newly hired employees shall be assigned the average accumulated number of overtime hours within their classification upon their starting date. In the event that no full time employees in that classification are willing to accept the overtime, the work shall be offered to part-time employees and then to road officers if no part time employee accepts the overtime.

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

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

Section 9.9. Shift Filling by Irregular Employees. Irregular part-time employees may be used for the purpose of filling in as a result of the absence of a regular full-time employee for more then two (2) workdays. A full-time employee shall be used for two (2) workdays to fill the void

in the work schedule before an irregular part-time employee can be called in. Irregular part-time employees may be used to fill a vacancy in the work schedule due to training (involving MCOLES/MDOCTC Corrections classes or schooling), resignations, vacations, leave of absence, death or promotions of a full-time employee for a period not to exceed one hundred twenty (120) calendar days, provided that a full-time employee is used for two (2) days prior to use of irregular part-time employees.

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

TRANSFERS

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

Section 10.1. Promotional Testing. The following promotional procedure will be adhered to for all promotions to Jail Sergeant:

A. Vacancy - Posting - Application: Whenever a vacancy occurs in the position of Jail Sergeant, 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 then fifteen (15) days prior to the examination date. "Application for the position" Defined: An employee wishing to be considered shall type a request stating their intent to write for the promotion and deliver the request as outlined.

B. Eligibility Notice: To be eligible for the promotion to Jail Sergeant each applicant must have a minimum of four (4) years employment from their last date of hire as a full-time employee with the Tuscola County Sheriff's Department, two (2) of which shall be as a certified M.D.O.C.T.C. officer.

C. Written Examination: Eligible applicants shall be required to take a written examination. The score each applicant receives will be used as sixty per cent (60%) of their total promotional score. The objective of the examination shall be to test the candidates:

(1) Depth of understanding the specific duties and responsibilities of the position being sought.
(2) Depth of knowledge and application of supervisory skill.
(3) Depth of knowledge and application of correctional skills.

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

(1) Policy and procedure
(2) Correctional law and procedure
(3) Supervisory skills and knowledge
(4) First Aid
(5) Correction regulations
(6) A broad, thorough, general working knowledge of the Department

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

F. Seniority Points: One-half (½) point shall be added to each applicant's score for each twelve (12) months of service as a correctional officer with the Department.

G. 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 for promotion.

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

I. Candidates may ask not to be promoted to a current vacancy. Their names 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.

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

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

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

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

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

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

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

LEAVES OF ABSENCE

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

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

Section 11.2. Non-Duty Disability Leave. A disability leave of absence will be granted to employees who have been absent for more than five (5) consecutive working days because of a

non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and vacation and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months or the length of their seniority, whichever is lesser. An employee whose leave ends prior to their being able to return will have rights to return in accordance with Section 8.2 Recall. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, shall require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is physically or mentally able to return to work.

Section 11.3. Workers' Compensation Leave. Upon written application (the incident report), a leave of absence for a period of not more than twenty-four (24) months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving non-disputed payments from the Employer, subject to the Employer's right to require medical proof. Extension of the leave may be granted by the Employer, in its sole discretion, upon written application. An employee whose leave ends prior to their being able to return will have rights to return in accordance with Section 8.2 Recall. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

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

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

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

(a) The birth of a son or daughter, and to care for the newborn child;

(b) The placement with the employee of a son or daughter for adoption or foster care;

(c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and

(d) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

An eligible employee is entitled to a total of 12 workweeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems and periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. The provisions of this section are supplemented by the Employer's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act.

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

Section 11.8. Paid Sick Leave. Full time employees shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

A. Paid sick leave will be earned at a rate of eight (8.0) hours for each month of active service with the Employer. For purposes of this section, a full-time employee has a complete month of active service when they work or receive pay for at least one hundred sixty (160) hours during any calendar month. Sick leave shall be paid at the employee's straight time regular hourly rate of pay when the sick leave is taken and will be charged in one-half (½) hour increments. Paid sick leave may accumulate to a maximum of two hundred forty (240) hours. Employees hired beginning January 1, 2011 and thereafter shall earn paid sick leave at a rate of four (4.0) hours for each month of active service with the Employer.

B. Employees may utilize paid sick leave when it is established to the Employer's satisfaction that an employee is incapacitated due to illness, injury or other disability; or for the purpose of physician's appointments that cannot be scheduled outside of regular working hours. In instances where the paid sick leave is taken because of a serious health condition that makes the employee unable to perform the functions of their job, the leave will be considered to be a family and medical leave. With the prior approval of the Sheriff or designee, an employee may use paid sick leave to care for a spouse, a minor child or a child residing in the home with the employee during a major illness or after an accident emergency.

C. An employee shall be eligible for paid sick leave only if they make every reasonable effort to notify the Employer of the need to utilize paid sick leave before the start of their scheduled day of work. Employees will be required to sign a statement of request for sick leave. The Employer may require, in addition to the employee's own statement, a physician's certificate showing that the time off was due to actual disability, provided that such a request is reasonable under existing circumstances. Such a request shall not apply to short sick leaves of one or two days, unless the Employer considers such leaves to be excessive or abusive. Falsification of the physician's certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge.

D. **Annual Sick Leave Payoff**. At the end of each calendar year, all accrued but unused sick leave hours in excess of 240 hours shall be multiplied by the employee's straight time regular rate of pay as of December 31 of that year, and 50% of that amount shall be placed in the employee's HCSP with MERS. Non-probationary employees who voluntarily resign their employment without disciplinary action pending shall have all accrued but unused sick leave hours multiplied by the employee's straight time rate of pay and 25% of that amount shall be placed in the employee's HCSP with MERS, or at the option of the employee exercised at least two weeks before the date of termination some or all of that amount will be paid to the employee. Employees who retire under the County's retirement plan with less than twenty (20) years of County service and are eligible to immediately collect retirement benefits shall have all accrued but unused sick leave hours multiplied by the employee's straight time rate of pay and 50% of that amount shall be shall 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 and are eligible to immediately collect retirement benefits shall have all accrued but unused sick leave hours multiplied by the employee's straight time rate of pay and 100% of that amount shall 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. Upon the death of an employee, all accrued but unused sick leave hours shall be multiplied by the deceased employee's straight time rate of pay and 100% of that amount shall be paid to their designated beneficiary. For purposes of this section, retirement shall not include employees who are deferred retirees under MERS and are only eligible to receive a retirement allowance at a later date.

E. Paid sick leave may be utilized during periods when an employee is receiving non-disputed worker's compensation payments from the Employer to the extent necessary to maintain the employee's net take home pay based upon a forty (40) hour work week or the employee's normal work week, whichever is lesser. In the event that payments shall be found to be a wage continuation program under the Worker's Compensation laws of the State of Michigan, the parties agree to renegotiate this subsection.

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

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

Section 11.11. Paid Personal Leave. Full-time employees will be given sixteen (16) hours of paid personal leave each calendar year. After five (5) years of continuous service each employee will receive an additional eight (8) hours for a total of twenty-four (24) hours paid personal time each year. Paid personal leave must be scheduled in advance at a time mutually agreeable to the Employer and the employee, and normally must be requested at least two (2) days in advance. Paid Personal time will be charged hour for hour for all time off from the employee's scheduled hours, but must be utilized in blocks of not less than four (4) consecutive hours.

VACATIONS

Section 12.0. Vacation Allowance. All full time employees shall be granted vacation leave with pay and benefits based upon their length of continuous service with the Employer in accordance with the following:

Years of Continuous Service	Time Off
Less than three (3) years	80 hrs.
At least three (3) but less than seven (7) years	96 hrs.
At least seven (7) but less than ten (10) years	128 hrs.
At least ten (10) years	160 hrs.

Vacation leave accrues and is credited to eligible employees on January 1st of each year, based upon their years of continuous service as of that date. Employees may carry over up to one-half (½) of their vacation from one year to the next, and vacation in excess of this carry over is forfeited.

Section 12.1. Vacation Eligibility. In order to be eligible for full vacation leave benefits each January 1st, a full time employee must have worked a total of at least two thousand eighty (2080) hours during the preceding calendar year. Full time employees who fail to work the required number of hours shall be entitled to pro-rated vacation leave based upon the ratio of the hours they actually worked to two thousand eighty (2080). For purposes of this section, hours worked shall include paid leaves of absence, hours of paid vacation and all hours actually worked.

Section 12.2. Vacation Pay. Vacation pay shall be at the employee's straight time rate in effect at the time the employee takes vacation leave.

Section 12.3. Vacation Scheduling. An employee may take their vacation at any time in the course of the year. Employees normally must take their vacation in increments of one (1) or more complete shifts, but the Sheriff can approve vacation use in less than a complete shift. Vacation leaves shall be granted by the Sheriff at such times as they least interfere with the efficient operation of the department. Vacation requests must be in writing and normally should be submitted to the Sheriff at least thirty (30) days in advance of the period requested. Vacation requests for time off within any six (6) month shift schedule under Section 9.1 will be granted in accordance with seniority provided that the vacation request is received within two (2) weeks after the posting of that schedule. Vacations shall not be denied due to a layoff in the work force.

Section 12.4. Benefits on Termination. Employees who leave the employ of the Employer may receive pay for accrued but unused vacation leave in any of the following circumstances:

(a) If an employee resigns from employment (including employees who retire or will be eligible for a deferred retirement) and a minimum of fourteen (14) days advanced notice is given to the Employer.

(b) If an employee is laid off and requests payment of vacation pay, provided however that such vacation pay shall be designated to the period of the layoff.

(c) In the event of the death of an employee, vacation pay shall be paid to the employee's estate.

Employees who retire in accordance with the retirement plan will also be paid a prorated amount of vacation based upon the number of hours they worked since the last January 1st vacation accrual date. 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.

HOLIDAYS

Section 13.0. Recognized Holidays. The following days are recognized as holidays for the purpose of this Agreement:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
	New Year's Eve

It is understood that employees will be required to work on holidays in accordance with normal scheduling procedures.

Section 13.1. Holiday Pay. Eligible full time employees who do not work on a holiday shall be paid for eight (8) hours at their regular rate of pay for each holiday. In lieu of holiday pay, the employee may receive eight (8) hours of holiday compensatory time off, if the holiday compensatory time is requested within the pay period during which the holiday falls.

Section 13.2. Holiday Premium Pay. Eligible full time employees who work on a holiday shall be paid two and one-half (2½) times their regular straight time rate of pay for each hour worked on a holiday. In the alternative, employees who work on a holiday shall be paid one and one-half (1½) times their regular straight time rate of pay for each hour worked on a holiday and shall receive eight (8) hours of holiday compensatory time, if the holiday compensatory time is requested within the pay period during which the holiday falls.

Section 13.3. Holiday Eligibility. To be eligible for holiday pay, an employee must work their last scheduled day before the holiday, and their first scheduled day after the holiday. Employees will not be eligible for holiday pay for holidays occurring during leaves of absence or while on layoff. An employee scheduled to work on a holiday shall not be eligible for holiday pay if they do not work all of their hours on the holiday.

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

Section 13.5. Holiday Compensatory Time. Holiday compensatory time off may be used during the next twelve (12) months at a time mutually agreeable to the employee and the County. The Employer may utilize a part-time employee to replace an employee utilizing holiday compensatory time. During the first pay period in November, the County will pay employees for all unused holiday time that has not been scheduled to be used by December 31.

WAGES AND PREMIUM PAY

Section 14.0. Wages. During the term of this Agreement, wages shall be as set forth in Appendix A attached hereto and made a part hereof. The straight time regular rate of pay for employees shall be the hourly rate set forth in Appendix A. Employees shall begin at the "start" rate and shall progress from step to step in the wage classification upon completion of the specified period of time in that classification. The Employer reserves the right to place employees at up to the one (1) year step in the wage classification based upon prior work experience.

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

Section 14.2. Overtime Premium Pay. Time and one-half (1½) the employee's regular straight time rate of pay shall be paid for all hours actually worked by correctional officers 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. Time and one-half (1½) the employee's regular straight time rate of pay shall be paid for all hours actually worked by all other employees in excess of forty (40) hours in a one (1) week work period. For purposes of this section, hours worked shall include paid leaves of absence, hours of paid vacation and all hours actually worked.

Section 14.3. Road Patrol Officer Assignment. Correction officers who are also certified law enforcement officers will be paid the beginning road officer pay for hours worked as a temporary, call-in road patrol officer.

Section 14.4. Call-In and Reporting Pay. Employees called in to work or to appear in court for a job related proceeding at a time other than their regularly scheduled shift shall be paid for two (2) hours at time and one-half (1½) their regular straight time rate of pay or for the time actually worked at the appropriate rate, whichever is greater. The hourly pay guarantee of this section does not apply in instances where the employee is required to report early for their regularly scheduled shift, to attend departmental meetings or to perform duties past the scheduled termination of their regularly scheduled shift. The Employer reserves the right to require the employee to work the entire two (2) hour guarantee period.

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

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

Section 14.7. Departmental Meetings. When an employee is off duty and is ordered by the Sheriff to attend departmental meetings whether these meetings are held locally or otherwise, the employee shall be compensated at one and one-half (1½) times the employees normal rate of pay for actual hours spent.

Section 14.8. College Incentive Pay. Full time employees who have earned a B. S. Degree in Criminal Justice or a bachelor's degree directly related to their assigned duties shall have an additional $.50 added to their base rate of pay. Full time employees who have earned an Associates Degree in Criminal Justice or an Associates Degree directly related to their assigned duties shall have an additional $.25 added to their base rate of pay.

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

2:00 p.m. to 10:00 p.m.	Twenty 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 14.10. Pyramiding. There shall be no pyramiding or duplication of overtime premium hours or pay, holiday work pay, or call-in guarantee hours or pay.

Section 14.11. Court Security Officer and Community Corrections Assignments. The Employer presently offers Court Security Officer and Community Corrections assignments to Correctional Officers who are qualified for that position. Court Security and Community Corrections work will be paid at the Correctional Officer rate. The Employer reserves the right to determine who will be assigned to perform Court Security and Community Corrections work and the duration and timing of that assignment.

HEALTH CARE

Section 15.0. Health Care and Dental Plan. 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 descriptions 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.

The Employer will establish a Flexible Spending Account as soon as possible in 2011 which will have a maximum employee account per annum of $2,500 with such account being created and maintained with reasonableness.

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 coverages 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. Employees electing sponsored dependent and/or family continuation coverage are responsible for payment of the premium costs for this additional coverage. The Employer's obligation shall be limited to these amounts.

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

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

Section 15.3. Short-Term Disability Insurance. During the term of this Agreement, the Employer shall obtain a group short term disability program for full time employees. Employees who become disabled and who are otherwise eligible shall receive from the insurance carrier weekly indemnity payments consisting of two thirds (66.67%) of their normal gross weekly wages. These benefits shall be payable from the 15th day of disability for a period of up to twenty-four (24) consecutive weeks. The benefits payable under this program are coordinated with compensation paid under other similar programs such as the Social Security Act, worker's compensation, and the County's retirement Plan. The specific terms and conditions governing the short term disability program are set forth in detail in the policy governing the program as issued by the carrier, currently UNMA. The County pays the premium for the employee and includes the cost of that insurance in the employee's W2 compensation each year.

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

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

Section 15.6. Obligation to Continue Payments. In the event that an employee eligible for health care/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 health care/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 health care/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 health care/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 health care/insurance program. The Employer shall resume payment of health care/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 health care/insurance premiums for eligible employees who are entitled to worker's compensation benefits because of a job related injury or are receiving disability insurance payments for a period of up to six (6) months.

Section 15.7. Employees Not Needing Health Care or Dental Insurance. Employees who have health care coverage through a plan under another employer and elect to drop out of the Employer's health care plan shall be eligible to receive $1,200 per year in lieu of health care coverage. 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 coverage/insurance program must present proof of other insurance. This election shall be made on an annual basis during the open enrollment period and shall be effective for the next full coverage/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 an employee of another County-affiliated entity which participates in the County health care plan.

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

Section 15.9. Governmental Programs. Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which

duplicated the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs.

Section 15.10. Retiree Health Insurance. The Employer shall allow retired employees 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.

Section 15.11. Long-Term Disability Insurance Coverage. During the term of this Agreement, the Employer shall obtain a group long term disability program for full time employees. Employees who become disabled and who are otherwise eligible shall receive from the insurance carrier weekly indemnity payments consisting of sixty percent (60%) of their normal gross weekly wages. These benefits shall be payable from the 180th day of disability through age sixty-five (65). The benefits payable under this program are coordinated with compensation paid under other similar programs such as the Social Security Act, worker's compensation, and the County's retirement Plan. The specific terms and conditions governing the long term disability program are set forth in detail in the policy governing the program as issued by the carrier, currently UNUM. The County pays the premium for the employee and includes the cost of that insurance in the employee's W2 compensation each year.

RETIREMENT

Section 16.0. Retirement. During the term of this Agreement, the program of retirement benefits provided for in Plan B-3 with the F50(25) rider of the Michigan Municipal Employees Retirement System shall be in effect for employees covered by this Agreement. Under this Plan, employees contribute four and seven tenths (4.70%) of their gross pay to the retirement system.

During the term of this Agreement the program of retirement benefits provided for in plan B-2 with full retirement allowed at age sixty (60) years of the Michigan Municipal Employees Retirement System shall be in effect for full time employees hired on January 1, 2011 and thereafter. Such employees contribute six and seven-tenths (6.70%) percent of their gross pay to the retirement system.

The specific terms and conditions governing the retirement plan are controlled by the statutes and regulations establishing the Michigan Municipal Employees Retirement System and its Municipal Employees' Retirement System of Michigan Plan Document.

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, employees make mandatory employee contributions in an amount determined by the Union and certified to the Employer on a calendar basis and there is a mandatory conversion of accrued but unused paid sick leave. Employees may also make voluntary contributions in an amount determined by each employee, with changes in that amount made no more often that on a monthly basis. The specific terms and conditions of the HCSP are controlled by the MERS HCSP Plan Document and the statutes and regulations governing such programs. Contributions and their earnings can only be used to pay qualifying medical expenses for the employee and their dependents, and cannot be withdrawn for any other purpose. Upon the death of an employee, the employee's spouse and/or legal dependents may continue to use the HCSP account for their medical expenses. If the employee and spouse are both deceased and there are no legal dependents, the remainder of the employee's HCSP funds will remain in the HCSP Trust to the credit of the County. The County agrees to distribute the amount of the remaining HCSP funds to the employee's beneficiaries. The County will pay all costs required to establish the HCSP plan, but employees are responsible for the payment of required investment fees and expenses. Disputes regarding the HCSP are subject to resolution under the procedures promulgated by MERS for its HCSP and are not subject to the grievance and arbitration provisions of this Agreement.

MISCELLANEOUS

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

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

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

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

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

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

Section 17.6. Staffing Levels. In addition to the present two corrections officers per shift, two additional officers shall be assigned to corrections seven days a week so long as the jail prisoner count exceeds twenty-five persons. They shall be assigned one to a shift to supplement the other two corrections officers on any scheduled shift at the discretion of the Sheriff. Road patrol officers shall be available for assistance to corrections officers when requested by the command officer or senior certified officer on duty.

Section 17.7. Bullet Proof Vests. Bullet proof vests may be furnished to personnel at the discretion of the Sheriff. The type and style of the bullet proof vests shall be approved by the Safety Committee.

Section 17.8. Prisoner Transports. All vehicles used for transporting prisoners shall be equipped with a safety screen or safety shield. Irregular part-time employees may be used to transport prisoners.

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

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

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

Winter Shirts	Summer Shirts	Ties	Hat
Winter Jacket	Summer Jacket	Pants	

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

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

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

Section 17.13. Intent and Waiver. It is the intent of the parties hereto that the provisions of this Agreement which supersedes all prior agreements and understandings shall govern their relationship and shall be the source of any rights or claims which may be asserted. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 17.14. Term of Agreement. This Agreement shall be effective on January 1, 2011, and shall remain in full force and effect through December 31, 2012, 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.

Section 17.15. Mailing of Notification. The written notice referred to in Section 17.14 shall be given by mail and, if given by the Employer, shall be addressed to the Police Officers Association of Michigan, 27056 Joy Road, Redford, MI 48239. If given by the Union, the notice shall be addressed to the Tuscola County Board of Commissioners, Purdy Building, 125 W. Lincoln Street, Caro, Michigan 48723 or at such other addresses as the parties may designate in writing.

TUSCOLA COUNTY

Chairperson, Tuscola County Board of Commissioners

Co-Chairperson
Tuscola County Personnel Committee

Co-Chairperson
Tuscola County Personnel Committee

Leland Teschendorf, Tuscola County Sheriff

POLICE OFFICERS ASSOCIATION OF MICHIGAN

POAM

Staff Representative

Member – Bargaining Committee

Member – Bargaining Committee

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Member – Bargaining Committee

APPENDIX A
WAGE RATES

The following hourly rates shall be in effect as of the dates set forth below:

Employees hired prior to 1/1/2011

	Start – Step 1	End of 1 Year – Step 2	End of 2 Years – Step 3	End of 3 Years – Step 4
Records Clerk	$13.85 hr	$14.22 hr	$14.65 hr	$15.13 hr
Uncertified Deputy/ Corrections Officer	$15.50 hr	$15.99 hr	$17.24 hr	$17.73 hr
Mechanic	$15.50 hr	$15.99 hr	$17.24 hr	$17.73 hr

Employees hired 1/1/2011 and thereafter

	Start – Step 1	End of 1 Year – Step 2	End of 2 Years – Step 3	End of 3 Years – Step 4	End of 4 Years – Step 5	End of 5 Years – Step 6
Records Clerk	$13.85 hr	$14.11 hr	$14.37 hr	$14.63 hr	$14.89 hr	$15.13 hr
Uncertified Deputy/ Corrections Officer	$15.50 hr	$15.95 hr	$16.40 hr	$16.85 hr	$17.30 hr	$17.73 hr
Mechanic	$15.50 hr	$15.95 hr	$16.40 hr	$16.85 hr	$17.30 hr	$17.73 hr

APPENDIX B
HEALTH CARE PLAN

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 to $1,000.00 per calendar year, a $500/$1,000 deductible, 80/20 co-insurance with $2,000/$4,000 calendar year maximum, a $20 office visit co-pay, a $100.00 emergency room co-pay, a $20.00 Urgent Care Center co-pay, and the $20 generic/$40 preferred brand name/$60 non-preferred brand name prescription drug rider with contraceptive coverage and mandatory mail order coverage for maintenance drugs.

Dental Insurance Coverage

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

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

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

APPENDIX C
VISION CARE COVERAGE

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

BENEFITS:

Examination	Once every 24 months
Lenses	Once every 24 months
Frame	Once every 24 months

COPAYMENT:

Examination	$25.00
Materials	$25.00

	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-
POAM

Letter of Understanding Regarding Miscellaneous Matters

1. **Retiree Health Insurance.** Section 15.11 allows retired employees to participate in the County's group health insurance. The provisions of that section notwithstanding, retirees can only participate in the County's health insurance plan until such time as a group retiree health insurance plan is available to retirees through MERS.

2. **Longevity.** Longevity was eliminated for all employees hired after December 31, 1986. This payment shall be calculated by increasing the employee's straight time regular rate by 2.00%, rounded to the nearest whole cent.

4. **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.

5. **Sick Leave Bank.** The value of all hours of sick leave between 240 and 960 hours shall be multiplied by the employee's straight time rate of pay as of December 31, 2007, and 50% of that amount shall be placed in the employee's HCSP as soon as administratively possible after December 31, 2007.

TUSCOLA COUNTY

Chairperson, Tuscola
County Board of Commissioners

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