

**ORIGINAL**

**AGREEMENT  
between  
COUNTY OF BENZIE  
and  
COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM)**

**Effective October 1, 2008 through September 30, 2011**

**RECEIVED**

**MAR 11 2009**

**DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49317**

AGREEMENT

This Agreement effective this 1st day of October, 2008 to September 30, 2011, by and between the Benzie County Sheriff and the Board of Commissioners located at Beulah, Michigan, party of the first part and hereinafter termed the "EMPLOYER", and the Command Officers Association of Michigan (COAM), located at 27056 Joy Road, Redford, MI 48239-1949, party of the second part and hereinafter called the "UNION".

ARTICLE I  
PURPOSE AND INTENT

1.1: The general purpose of this agreement is to set forth terms and conditions of employment, so that the parties hereto, may in an orderly and peaceful fashion, carry out their mutual desire to work together harmoniously and continue to maintain labor relations that will facilitate the peaceful adjustment of grievances, prevent strikes and lockouts. The parties agree that each must continue to promote improving relations between the parties and fulfill the objectives of the Sheriff's Office to discharge its responsibility to the public in securing the public safety and welfare to inspire the confidence and respect of the public which will serve the best interest of the Employer, the Union, the employees of the Sheriff's Office the citizens of Benzie County.

ARTICLE II  
RECOGNITION

2.1: The Collective Bargaining Unit. The Employer hereby agrees to recognize the Command Officers Association of Michigan as the sole and exclusive bargaining agent to the extent permitted and required by Act 336, State of Michigan, Public Acts of 1947, as amended, for all the employees employed by the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment:

All full-time sergeants, corporals, lieutenants, dispatch supervisor and jail administrator of the Benzie County Sheriff's Office, but excluding: the sheriff, undersheriff, and all other employees.

ARTICLE III  
UNION SECURITY

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

Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement satisfied itself that the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

In accordance with the policy set forth under paragraph A of this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union the periodic monthly dues and initiation fees uniformly required of all members, or pay the Union a service fee to be set by the Union in accordance with the applicable provisions of the State and Federal laws. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later. For new employees, the payment shall start thirty-one (31) days following the date of employment.

The Union agrees that in the event of any and all claims, liability or litigation against the Employer, its agents or employees, arising out of this provision, the Union will defend, indemnify and hold harmless the Employer, its agents and employees for any monetary award, costs or fees arising out such litigation.

ARTICLE IV  
DUES DEDUCTION

4.1: Check-Off Authorization Form. During the life of this Agreement, the Employer agrees to deduct the regular payment of the current rate of monthly Union dues and initiation fees, or service fees, as established by the Command Officers Association of Michigan, from the pay of each employee who voluntarily executes and files with the Employer a proper checkoff authorization form. The following checkoff authorization form shall be used exclusively and shall be supplied by the Union:

BY:

(Please Print) Last Name First Name Middle Name

Name of Employer Department

EFFECTIVE: , 20\_\_ (Next Payroll)

TO:

I hereby request and authorize you to deduct from my earnings each payroll an amount sufficient to provide for the regular payment of the current rate of monthly 1) Union dues; 2) service fee as established by the Command Officers Association of Michigan. The amount deducted shall be paid to:

COMMAND OFFICERS ASSOCIATION OF MICHIGAN - COAM  
27056 Joy Road, Redford, MI 48239-1949

SIGNATURE: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Number Street City Zip

4.2: Completed Check-Off Forms. A properly executed copy of the written checkoff authorization form for each employee for whom dues, initiation and service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written checkoff authorization forms which have been properly executed and are in effect. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.

4.3: Deductions. Deductions are dues, initiation and service fees for any calendar month shall be made from the first (1st) pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or service fees. In the event an employee is absent from work during the first (1st) pay period, such deduction shall be made from the first (1st) period of the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than the fifteenth (15th) day of each month.

4.4: Duplicate Payments. In cases where a deduction is made which duplicates a payment already made to the Union by the employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

4.5: Dues and Fees. The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.

4.6: Dispute. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

4.7: Termination of Employment. The Employer shall not be responsible for Union dues or service fees after an employee's employment relationship with the Employer has ended. The procedure for deduction Union dues or service fees to take into periods of absence due to layoff or leaves shall be governed by the provisions of the Union's Constitution and By-Laws.

4.8: Liability. The Employer shall not be liable to the Union, its members or the employees it represents once such sums have been remitted to the Union and, further, shall not be liable if such sums are lost when remitted by the United States Postal Service,

4.9: Union Address. All dues and service fees so deducted shall be sent to the Treasurer of the Command Officers Association of Michigan at 27056 Joy Road, Redford, MI 48239, or such other address as the Employer may be advised of in writing by the Union.

4.10: Hold Harmless. The Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues or the service fee and to indemnify and defend the Employer against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer pursuant to this section and Article III.

ARTICLE V  
REPRESENTATION

5.1: Stewards. The Employer agrees to recognize one (1) steward elected or appointed by the Union from among employees in the bargaining unit with one or more years seniority for the purpose of processing grievances and/or recognizing non-employee representatives. An alternate steward will be recognized by the Employer when the regular steward is absent from work. The Union agrees that the steward will not let his stewardship interfere with his duties or the operations of the Sheriff's Office, and the Employer agrees to give the steward reasonable time and access to other officers to fulfill his obligations hereunder. The Union will be allowed to have a representative attend to required union business and the representative(s) will be paid up to forty (40) hours straight time collectively in additional wages a year. The authority of the steward and alternate so elected by the local union shall be limited to, and shall not exceed, the following duties and activities:

- A. To investigate and present grievances to his Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement.
- B. The transmission of such messages and information, which shall originate with, and are authorized by the local union or its officers, provided such messages and information:
  - 1. have been reduced to writing; or
  - 2. If not reduced to writing, are of a routine nature, and do not involve work stoppage, slow-downs, refusal to handle goods, or any

other interference with the Employer's business.

The local president shall serve as the steward and the local vice-president shall serve as the alternate steward.

5.2: Notification. The Employer shall be informed in writing of the names of the steward and alternate. All official communication from or to the Employer shall be from or to the steward.

5.3: Visitation. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours, to talk with the steward of the local union and/or representatives of the Employer concerning matters covered by this Agreement, provided the representatives of the Union first announce their intentions to the officer in charge who shall make the necessary arrangements for such consultation so as not to disrupt the work of the department and the employee(s) involved.

5.4: Special Conferences. For important matters of mutual concern not being processed as a grievance under this Agreement will be arranged between the Employer, steward, and COAM and any outside parties requested to attend. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to in any way modify, add to or detract from the provisions of this Agreement.

ARTICLE VI  
MANAGEMENT RIGHTS

6.1: Management Rights. The management of the Employer, the determination of all matters of management policy; the services to be furnished; the nature and number of facilities and departments to be operated and their location; the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend, or discharge for just cause, promote, transfer or layoff employees, or to reduce or increase the size of the working force; to unilaterally establish reasonable rules and regulations, or to

make judgments as to the ability and skill, is within the sole prerogatives of the Employer, provided, however, that they will not be used in violation of any provisions of this Agreement. The Employer shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service, the schedules and standards, of work, methods, processes, means and materials to be used, and except as prohibited in this Agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment and outside assistance (sub-contracting) if necessary. It is understood that except as expressly limited in this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the Sheriff's Department operations.

ARTICLE VII  
GRIEVANCE AND ARBITRATION PROCEDURE

7.1: Definition of Grievance. A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of a specific provision of this Agreement which is subject to the grievance and arbitration procedures established herein.

Step 1. Verbal Procedure. An employee with a complaint shall discuss the matter with the sheriff or his representative within ten (10) calendar days following the incident which gave rise to the complaint. If requested by the employee, he may have his steward present. If the complaint is not satisfactorily settled, it may be advanced according to the written procedure.

Step 2. Written Procedure. Within ten (10) calendar days from the sheriff's answer in the verbal procedure, the complaint shall be reduced to writing, citing the sections of the contract which are alleged to have been violated and signed by the employee or the Union and then presented to the sheriff. The sheriff and the Union representative and grieving party, if requested by the Union representative, shall



discuss the grievance in an attempt to resolve the matter. The sheriff shall place his answer on the grievance form and return it to the Union representative within ten (10) calendar days after the grievance meeting. If the grievance is not satisfactorily settled, it may be advanced according to Step 3.

Step 3. Appeal to County Personnel Committee. Failing to resolve the issue in the second step, the claimant shall within ten (10) calendar days of the Sheriff's or his designee's disposition provide a written request delivered to the County Administrator's Office requesting the Administrator arrange a meeting between the Union and the Labor Sub Committee to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed ten (10) calendar days unless a longer time is mutually agreed upon. The Labor Sub Committee may designate the County Administrator to act in their behalf to hear selected grievance. The Labor Sub Committee/County Administrator shall give a written answer affirming and granting the grievance or denying the grievance. If the Committee or Administrator is unable to answer the grievance, the matter shall be moved to the full County Board of Commissioners for a written answer. If the grievance is denied or the Labor Sub Committee or the Board of Commissioners fail to answer in a timely manner, the grievance may be submitted to arbitration as hereinafter provided for in this Agreement. The parties may waive Step 3 by mutual agreement reduced to writing.

Step 4. Request for Arbitration. In the event that the last step fails to settle the grievance, the Union may submit the grievance to arbitration by giving the Employer written notice within thirty (30) days following the Employer's answer.

7.2: Selection of Arbitrators. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. The Employer and the Union agree to use the

following arbitrators on a rotating basis with arbitrator "A" being selected first.

- |                     |                |
|---------------------|----------------|
| A. Mario Chiesa     | D. Peter Jason |
| B. David Grissom    | E. Barry Brown |
| C. Patrick McDonald |                |

If the arbitrator up for selection is not available, the next arbitrator will be used. If none of the listed arbitrators are available, the Employer and the Union will attempt to agree on an impartial arbitrator. In the event the Employer and Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the Federal Mediation and Conciliation Service consistent with such Federal Mediation and Conciliation Service's normal procedures. The arbitrator's charges for his services and expenses shall be shared equally by the Employer and the Union. Each party shall pay the fees, expenses, wages and other compensation for their own witnesses, representatives and legal counsel.

7.3: Arbitrator's Powers. The arbitrator shall be limited to the application and the interpretation of this Agreement as written. He shall have no power to add to, subtract from, or modify this Agreement in any respect, nor shall he have the power to change any classification wage rate, to rule on any claim arising from a decision of a third party carrier, nor shall he have authority to rule upon the exercises of the Employer's rights not specifically abrogated by specific provisions of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside of this Agreement or rule upon which persons the Sheriff shall deputize and which persons will be delegated the Sheriff's law enforcement authority. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability it affirmatively decided. No decisions in any one case shall require retroactive wage adjustments in any other case. All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned, less any compensation or unemployment benefits that he/she may have received from any employment source during the period of the back pay. Any grievance which arose prior to the effective date of this Agreement shall not be processed and no award of the arbitrator shall be retroactive any earlier than the time the grievance was first submitted. The arbitrator's decision shall

be final and binding upon the Union, the Employer and the employees of the bargaining unit.

7.4: Time Limitation. 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, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement.

7.5: Grievance Resolution. All grievances which are satisfactorily resolved at the first (1st) and second (2nd) step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the County Board of Commissioners at its next regularly scheduled monthly meeting before they are binding on the Employer. The time limits set forth in Step 1 and Step 3 of the Grievance Procedure shall be stayed during the period in which such grievance resolutions are referred to the County Board of Commissioners under this section. If the resolution of grievance is disallowed by the County Board of Commissioners, the Union shall have five (5) days following receipt by the Steward of notice of the County Board of Commissioners' action to resubmit the grievance at the arbitration step in the Grievance Procedure held prior to such disallowance. If the grievance is not resubmitted in a timely fashion, it shall be deemed to be withdrawn by the Union.

7.6: Grievance Settlements. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved.

7.7: Statutory 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. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment which establishes a procedure whereby the employee may challenge the Employer's determinations regarding the employee's employment status, wages, hours or working conditions, will be required to, no later than Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or his/ her statutory remedies as his/her single means of challenging the Employer's

determination. If the employee elects to pursue his/her statutory remedy, or fails to make an election, any grievance concerning the Employer's determination shall be considered withdrawn by the employee and the Union and, further, shall not thereafter be subject to any arbitration proceeding. This section shall not apply to unfair labor practice charges filed with the Michigan Employment Relations Commission.

ARTICLE VIII  
SENIORITY

8.1: Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Sheriffs' Office commencing from his last date of hire. Time in grade seniority shall mean the length of continuous service, commencing from the date of the employee's promotion to their particular grade and within their respective division. Seniority within a division will be the basis for considerations such as shift picks, vacation picks, overtime, personal time or other days off as they are applicable.

- A. All full-time employees shall serve an original probationary period of 2080 hours of service, subject to Article IX, sections 9.1, 9.2 & 9.3.
- B. Employees who apply and are selected for employment in another division of the sheriff department will be considered as a new employee within that division but will retain seniority with the county for accumulation of vacation eligibility, longevity pay, vesting and other applicable considerations as they pertain to length of service.
- C. Employees who apply and are selected for a position in another division of a higher wage classification shall be placed on the wage schedule at a rate that is equal to or greater than the currently held position. Employees who apply and are selected for a position in a lower wage classification shall be placed on the wage schedule at the rate that reflects the employee's total years of continuous service.

8.2: Seniority. The seniority of an employee shall commence from the last date of hire, provided the employee has successfully completed his/her probationary period which is mutually agreed upon between the Union and the Employer or as provided by this Agreement. An employee shall forfeit seniority and employment for the following reasons:

- A. If he/she resigns, quits or retires.
- B. If he/she is discharged or terminated and the termination or discharge is not reversed.
- C. If he/she has been on layoff status for a period of four (4) years.
- D. If he/she is absent for four (4) consecutive working days without authorization from the Employer.
- E. If he/she fails to return to work on the required date from a leave of absence, vacation or disciplinary suspension. In case of an emergency, up to a seventy-two (72) hour grace period may be allowed.
- F. If he/she is convicted of a felony, a misdemeanor punishable by one (1) year or more of imprisonment, or O.U.I.L.
- G. If he/she makes an intentional false statement on his/her employment application or on any official police report relating to law enforcement functions (e.g. warrants, complaints and similar documents).
- H. If he/she fails to report to work within ten (10) working days following notification of recall from layoff sent by certified mail, return receipt requested, to his/her last known address.
- I. If he/she has been on sick leave for a period of time in excess of all accumulated sick, vacation, and other credited benefit time.

J. If a settlement with the employee has been made for total disability.

8.3: Seniority List. An up-to-date seniority list shall be furnished to the Union from time to time, upon request.

ARTICLE IX  
PROBATION

9.1: Probationary Period. All full-time new hire employees shall serve a probationary period of 2080 hours. If an employee is absent from work, because of illness or other reasons for a period of seven (7) consecutive days or longer, such period of his absence shall be added to the 2080 hour probationary period. Absence because of an in service training or job related injury shall not be added to the probationary period.

9.2: Representation. Until an employee has completed the probationary period, he/she may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the grievance and arbitration procedure. The Union may represent probationary employees with regard to wages, hours and working conditions, but shall not represent the employees for any of the aforementioned issues. There shall be no seniority among probationary employees.

9.3: Benefits. During the probationary period an employee shall be eligible for employee benefits, except as otherwise provided within this Agreement.

ARTICLE X  
DISCHARGE, DEMOTION AND DISCIPLINE

10.1: Definition. Discipline, as used in this Agreement, shall mean an action from a written reprimand to any action taken which results in loss of pay and/or discharge. Verbal and/or written counseling reports and employee evaluations are not considered to be disciplinary actions and are, therefore, not subject to the grievance procedure. Written counseling reports will not be kept in the personnel records. Such counseling reports and evaluations shall not be used as a basis for future disciplinary actions, except to verify that an

employee has been made aware of the Employer's concern in the areas covered.

10.2: Notice of Discipline, Discharge or Demotion. The Employer agrees that no non-probationary employee will be disciplined or demoted without just cause. The Employer further agrees to promptly, upon the discipline or demotion of a non-probationary employee, notify in writing the steward of the discipline or demotion and the reasons for the same.

10.3: Discussion of Discipline, Discharge or Demotion. A discharged or demoted non-probationary employee will be allowed to discuss his discharge or demotion with the steward, so long as such discussion does not interfere with their assigned duties, and the Employer will provide a suitable room, off the premises, where they may meet. Upon request, the Employer or his designated representative will discuss the discharge or demotions with the non-probationary employee and the steward. Any non-probationary employee may request the presence of the Union steward in any conference in which the Employer intends to impose discipline involving discharge or demotion and a conference with a non-probationary employee to impose such discipline will be adjourned at the request of the employee until the steward is available to join the conference.

10.4: Appeal of Discipline, Discharge or Demotion. Should the discharged or demoted non-probationary employee consider the discharge or demotion to be improper, a complaint shall be presented in writing through the steward to the Employer within two (2) regularly scheduled working days of the discharge or demotion. The Employer will review the discharge or demotion and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the non-probationary employee, the matter shall be referred to Step 3 of the grievance procedure.

10.5: Discipline. A disciplined non-probationary employee will have full rights under the grievance procedure. Disciplinary warnings will not be used after two (2) years if an employee has no further disciplinary actions in that two (2) year period, unless they are directly related to the current discipline. A discipline in which the penalty is ten (10) days or more to which a probationary period is assessed shall not be used after four (4) years, if the employee had no further discipline in which the penalty was ten (10) suspension days or

more, or to which a probationary period was assessed during the four (4) year period.

10.6: Garrity. The parties to agree to language to be added to contract. An appendix will be added which will summarize Garrity (see Appendix B).

10.7: Progressive Discipline. It is mutually agreed that progressive discipline for minor offenses should be employed and therefore the Employee shall first receive an oral and written warning notice before more severe discipline is issued. The Union acknowledges, however, that a warning notice, whether verbal or written, need not be issued first for major infractions.

#### ARTICLE XI LAYOFF AND RECALL

11.1: Layoff. In the event it becomes necessary to reduce the working force, layoff will occur with temporary employees being laid off first. Thereafter, the employees with the least seniority shall be laid off, unless an employee with more seniority volunteers, etc., provided the employees retained have the qualifications and the certifications to perform the required work. If the laid off employee does not have the required certification at time of layoff, he may, at his own expense and on his own time, acquire such certification. Upon attainment of the certification, he may exercise his seniority rights to return to employment in the lower paying classification. If, as a result of a layoff, an employee is assigned to a lower paying classification, the employee shall receive the pay of the classification to which originally assigned, for the first six (6) months after which time the employee shall revert to the rate of pay of the classification. An employee electing a voluntary layoff shall not have the right at a later date to rescind the election and return to work. His sole right to return to work shall be pursuant to the recall provisions of paragraph 11.2 of this article.

11.2: Recall. When the working force is increased after a layoff, an employee shall be recalled to the classification from which he/she was laid off regardless of assignment in inverse order of layoff, if qualified. If an employee fails to report for work within ten (10) working days from the date of receipt



of certified mailing of notice of recall, he/she shall be considered to have quit. If notice is not received by mailing to the last known address, all rights to recall shall be terminated after twenty (20) days from return of the undelivered notice. However, an employee may refuse a temporary recall of less than thirty (30) days when the Employer advises the employee that the recall is temporary without losing subsequent recall rights. This right of recall expires when the employee is on layoff for four (4) years.

11.3: State and Federal Funded Employees. It is recognized that any job or position which is funded wholly or partially by State and/or Federal monies may be terminated upon the cessation of such State and/or Federal funding, and employees affected by such termination may be laid off in accordance with the layoff provisions of this Agreement.

#### ARTICLE XII VACANCIES AND TRANSFER

12.1: Temporary Assignments. An employee who is assigned by the Sheriff or his designee to a higher classification shall receive the pay of said higher classification, if the assignment exceeds two (2) weeks. An employee may be temporarily assigned to work in any position in the same or lower classification and shall not suffer any loss of pay during the period of such temporary assignment.

12.2: Permanent Vacancies. The Employer will fill permanent classification vacancies as soon as possible when need for such action is necessary, as determined and/or established by the Employer. However, the Employer may make temporary assignments for no more than a one (1) year period.

#### ARTICLE XIII PROMOTIONS

13.1: Promotions. Promotional opportunities for employees will be posted for a minimum period of six (6) days, and employees desiring to be considered for such promotions shall advise the Sheriff in writing. To be considered for promotion an employee must have a minimum of three years service within the division. In making such promotions, the Sheriff will consider

the seniority and the qualifications of the applicant. In considering qualifications non-discriminatory written oral examinations will be given, scored and made available to all candidates. Objective analysis such as the applicant's work record, training, and experience will also be evaluated. The Sheriff will have the right to pick between the top two candidates. A promotion list will be in effect for one year after it has been established. The jobs required to be posted under the provisions of the agreement include all promotions within the department excluding undersheriff.

13.2: Non-Bargaining Unit Position. In the event a unit employee is promoted to a supervisory or other non-bargaining work position and he elects on or before one hundred and eighty (180) days in the new position to return to his former job in the bargaining unit, he may do so without loss of seniority or benefits. Further, in the event an employee returns to the bargaining unit after fulfilling a non-bargaining unit position beyond the one hundred and eighty (180) days, all seniority accumulated while in the bargaining unit shall not be lost, but such time shall not accrue during the non-bargaining work assignment. Any person having served in this bargaining unit, and serving in a higher office, may be returned to this bargaining unit by the Sheriff at his sole discretion and will be reinstated in the bargaining unit.

13.3: Promotional Trial Period. All promoted employees shall serve a one hundred and eighty (180) day trial period. Employees may be returned to their previous position at any time during the trial period by the Employer in its sole discretion, and neither the employee so assigned nor the Union shall have recourse through the grievance procedure over such reassignment. The employee may also elect to return to their position without loss of seniority and benefits during this trial period.

13.4: Job Descriptions. The Union shall be provided copies of any changes to bargaining unit job descriptions.

#### ARTICLE XIV

#### HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE

14.1: Work Schedule. The regular schedule of an employee's work period shall consist of eighty (80) hours for two week pay

periods. The normal work day consists of eight (8) hours inclusive of a paid meal period.

It is recognized and understood that deviations from the regular schedules of work may be necessary and may unavoidably result from several causes, such as, but not limited to, rotation of shifts, vacation, leaves of absences, employee request, and emergencies.

Work Schedule: Work schedule will be for a minimum of thirty (30) days. The schedule will be posted thirty (30) days in advance of implementation. Work schedules shall not be changed except for emergencies without an agreement between management and the employee involved.

14.2: Four (4) Days - Ten (10) Hours. The County and the Union may enter into a 4 day - 10 hour work week plan if both the County and union member mutually agree. In such case, the overtime rate shall be paid on all hours worked in excess of ten (10) hours in a day or eighty (80) hours in a pay period. The parties may consider a twelve (12) hour schedule if mutually agreed to by both the Union and Sheriff.

14.3: Overtime. All hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1-1/2).

14.4: Compensatory Time. Employees in the bargaining unit shall have the option to choose their compensation for overtime pay. The options are as follows:

- A. An employee may, at his/her option, elect to be compensated at overtime rates in pay for any and all hours worked that by the current collective bargaining agreement call for premium or overtime compensation rates.
- B. An employee may, at his/her option, choose in lieu of overtime payment in cash and elect to receive compensation for overtime work in compensatory time off. Such time off shall be earned and paid at overtime rates. For example, if an employee works two (2) hours of overtime, and that employee elects to receive compensation in the form of compensatory time off, that

employee's compensatory time bank will be credited for three (3) hours toward time off to be taken at a later date. An employee wishing to take time off by using accrued compensatory time must have prior approval from the department head before taking the desired time off. Compensatory time off requests shall not be unreasonably denied. Compensatory time may be accumulated to a maximum of eighty (80) hours (straight time).

14.5: Call-In Overtime. Employees called in two (2) hours or more prior to the start of their regular shift or called back to work after completions of their regular shift shall be guaranteed a minimum of three (3) hours pay at the rate of one and one-half times their straight time hourly rate, inclusive of all court appearances. Continuing work at the completion of a regular shift shall not constitute call in. Call-in assignments shall be made on a rotating basis so that employees within a classification shall have a reasonably equal opportunity for such assignments.

14.6: Notice of Court Dates. Insofar as possible and if the Sheriff has advance notice, he will attempt to notify employees at least one (1) week in advance of an anticipated court date. The Union understands that it is not always possible that advance notice be given.

14.7: Shift Differential. Employees will be paid a differential of twenty-five cents (\$.25) per hour for all hours worked between 3:00 p.m. and 11:00 p.m. and a differential of fifty cents (\$.50) per hour for all hours worked between 11:00 p.m. and 7:00 a.m. For purposes of computing overtime pay the shift premium is not part of the base rate of pay.

14.8: No Pyramiding. There shall be no pyramiding or duplication of overtime premium, shift premium, call-in pay, court time or other overtime or premium payments except for holiday pay. When working on a holiday, all hours in excess of scheduled time will be paid at double time.

14.9: Divisional Overtime. Command officers will be called first to cover time vacated by command within each division. If the eligible command officers refuse the overtime, the time may then be offered to other officers according to seniority within each division.

ARTICLE XV  
LEAVES OF ABSENCE

15.1: Personal Leave. Personal leaves of absence without pay for a period not to exceed thirty (30) days will be granted at the discretion of the Employer. Permission for extension must be secured from the Employer.

15.2: Benefit Accumulation. No benefits shall accrue to the employee when on an authorized and approved leave.

15.3: Seniority During Leaves of Absence. During the period of absence, the employee shall not engage in gainful employment in the same type of work in classifications covered by this Agreement.

Failure to comply with this provision shall result in the complete loss of seniority rights or discharge for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights unless the sick or injured employee's employment is terminated.

15.4: Military Leave. The re-employment rights of former employees who have served with the military forces shall be covered in accordance with applicable laws and regulations.

15.5:

A. Sick Leave. Sick leave days shall be used for actual sickness in the immediate family of the employee or documented medical appointments.

B. All full-time employees covered by this agreement shall be credited with sixty-four (64) hours of paid sick leave on January 1 of each year with accumulation up to and including 480 hours. For new employees, the number of paid leave hours credited will be prorated according to the number of months remaining in the calendar year. Employees hired before July 1, 1995 may accumulate in excess of four hundred eighty (480) hours, and upon employee option, hours in excess of four hundred eighty (480) hours may be converted to vacation hours at two (2) for one (1) ration providing that the employee will not

convert more than ninety-six (96) hours to forty-eight (48) vacation hours in any one year.

- C. In the event sick leave time exceeds three (3) days, the Employer may request a certificate from the employee's physician. In cases of suspected abuse, a request may be made in less than three (3) days absence.
- D. The employed may elect annually to cash in at their then effective rate of up to eighty (80) hours of sick leave providing that a minimum balance of sixty-four (64) accumulated sick hours are maintained. The election shall be made each December 1 and shall be paid that month.
- E. An employee who terminates or is terminated from his/her employment and where necessary provides two (2) weeks written notice shall be paid for one-half (1/2) their accumulation of sick days.
- F. An employee who retires or dies while employed shall be paid in full for accumulated sick leave. Upon the death of the employee, the employee's designated next of kin will receive payment for unused sick leave.
- G. Employees will be paid sick pay based on their regular pay classification at the time when the sick leave was taken.
- H. Short/Long Term Disability.
  - 1. Length of Benefit. The employer shall provide and pay the full premiums for short term and long term sickness and accident insurance for all full-time employees covered by this contract. The employee who is eligible shall receive, on short-term disability, 66-2/3% of their normal weekly straight time wages for the first ninety (90) days. These benefits are subject to taxes under current IRS rulings.

The eligible employee shall receive, on long term disability, 60% of their normal weekly straight time wages starting on the ninety-first (91st) day of disability to age sixty-five (65). These benefits are also subject to tax under current IRS rulings.

2. Eligibility. Non-duty sickness and accident benefits shall be payable from the first (1st) day of disability due to accident and from the eighth (8th) day of illness. Employees shall not be eligible for S/A benefits for any period of disability for which they are eligible for and receiving benefits under a disability retirement plan, the Social Security Act or Workers' Compensation. The parties expressly agree that the determination as to eligibility for benefits shall be governed by the terms of the respective short term and long term disability insurance policies and the insurance carrier's determination in these areas shall be controlling.
3. Continuation of Benefits. The employee will continue to receive all benefits while on short-term disability (90 days) the same as if the employee were still working, including, but not limited to, sick time, vacation time, and retirement contributions.

Health Care. The County will agree to pay health insurance for up to fifteen (15) months if an employee is on short/long term insurance. The fifteen (15) month maximum is inclusive of FMLA leave time.

Employment Relationship, S/A - Workers' Compensation. The employee's seniority and the employment relationship will continue for twenty-four (24) months from the start of an employee receiving sick and accident benefits or Workers' Compensation payments. Beyond the twenty-four (24) months, the

employer may terminate or otherwise remove from employment.

4. Bridge Over/Safety Net. Employees may use sick, holiday, vacation, personal or any other paid time they have to bridge over and meet the eligibility requirements for short-term disability. Employees, upon request, may elect to use paid sick time in their banks before entering into short-term disability. It is expressly understood that an employee may not use paid sick time and receive disability benefits for the same days of missed work.

Safety Net. In the event there is a dispute over whether the disability is work related or non-work related, the employer will pay the employee the value of the lesser benefit until the employee is receiving one or the other benefit through sick and accident insurance or Workers' Compensation payments. Upon the employee receiving a benefit they shall reimburse the employer the appropriate amount by signing over the appropriate check or, in the case of underpayment, the employer will make them whole according to the relevant contract provisions.

5. Workers' Compensation First Week. When an employee becomes injured or ill on the job so as to qualify for Workers' Disability Compensation and such injury or illness is of seven (7) days or less and is of insufficient duration to trigger the payment of Workers' Compensation payments, the employer agrees to compensate the employee for any lost pay or benefits resulting from the work-related injury or illness. This coverage shall be limited to the areas of:  
auto accidents, assaults,  
attempted rescues/assists.



6. Payment in Lieu of Health Care. The County will agree to continue to pay employees who are receiving pay in lieu of health care who are on short/long term insurance for up to fifteen (15) months.

15.6: Funeral Leave. All full-time members covered by this agreement may be allowed three (3) days paid leave not to be deducted from sick leave for purposes of participating in the arrangements and funeral of an immediate family member. One (1) day must be used to attend the actual funeral to be eligible for paid leave. "Immediate family" is defined as the following: mother, father, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, all other in-laws, grandparents of both the member and his/her spouse and a member of the employee's household. If the funeral is held five hundred (500) miles or more away from Beulah, Michigan, one (1) additional day will be granted. An employee may elect to take two (2) additional days provided that said days are chargeable to sick leave.

ARTICLE XVI  
HOLIDAYS

16.1: Recognized Holidays. All regular employees will be credited with eighty (80) hours of future holiday leave with new employees being prorated based on their date of hire.

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Veteran's Day
Labor Day	Easter Sunday
Christmas Eve Day	New Year's Eve

16.2: Holidays Worked. All employees working on an established holiday will be paid time and one-half (1-1/2) for all hours worked in addition to holiday time.

16.3: Personal Time. All full-time employees shall be entitled to twenty-four (24) hours personal time annually. Personal time may be used with the approval of the sheriff or his/her designee, and approval will not be unreasonably withheld. It is understood that if it is difficult to obtain coverage, the sheriff shall have the right to use qualified

part-time employees for the coverage. The employee will be paid for personal time not used in the calendar year in January of the following year.

16.4: Employee's Birthday. All employees shall be entitled to time off with eight (8) hours pay on their birthday which shall be a floating holiday.

16.5: Proration. For any employee who either enters or leaves employment in mid-year, the holiday, vacation and personal time will be pro-rated. Proration will be based upon the date the employee actually begins work or the last date the employee actually works. The Employer shall have the right to deduct any money due from the employee's final check.

#### ARTICLE XVII VACATIONS

17.1: Vacation. Employees with the required seniority shall earn vacation leave with pay in accordance with the following schedule:

After one (1) year	80 hours
After four (4) years	120 hours
After ten (10) years	160 hours

- A. As far as possible, vacations will be scheduled at the convenience of the employee. However, the Employer reserves the right to establish regulations for picking the vacation schedule.
- B. Vacation time may be carried over to new year with a maximum carry over equal to the employee's annual accrual.
- C. Vacation year definition: The vacation year for the purpose of this Agreement is a twelve (12) month period, beginning with the employee's hiring date with the Employer.
- D. Vacation time shall not accumulate during any personal leave of absence.

- E. Employees will be paid vacation pay, based on their regular pay classification, immediately prior to the vacation.

ARTICLE XVIII  
INSURANCE

18.1: Hospitalization - Medical Coverage.

- A. Health insurance. The Employer agrees to provide the following health insurance programs for eligible full-time employees and dependents:

1. Blue Cross/Blue Shield PPO 12: No cost to the employee. The County reimburses the difference of the cost to the employee between this plan to the level of coverage provided by PPO-1 through an HRA. Closed Formulary.

Blue Cross/Blue Shield PPO 1:

2. The employee pays the difference of the cost between this plan and the PPO plan that the County elects for the particular year in the category (single, two person, family) he/she is in. Open Formulary

- B. Prescriptions: All prescription drugs are identified as: Formulary Preferred (Tier 1), Formulary Options (Tier 2) or Nonformulary (Tier 3). PPO 12 has a 10/40 Closed Formulary prescription plan to reimburse the employee to \$10. PPO 1 has a 10/40 Open Formulary prescription plan to reimburse the employee to \$10.

1. Closed Formulary: Prescription (Tier 1 & Tier 2) drugs are dispensed according to Blue Cross Blue Shield's Custom Formulary regulations. Some drugs on the Formulary require prior authorization and certain clinical criteria must be met before they can be dispensed. Other drugs are part of

the step-therapy program, which means that the patient must have been treated with one or more Formulary agents before these drugs are covered. Both categories of drugs are identified in Blue Cross Blue Shield Custom Formulary.

Prescription (Tier 3) drugs are not covered. These drugs are identified in the Blue Cross Blue Shield Custom Formulary. There will be a 90-day grace period for prescribing physicians to convert existing prescription to the terms of the Closed Formulary. Request for Nonformulary (Tier 3) drugs will only be considered when the following criteria have been met:

\* The member has tried and failed to respond to an adequate trial of the available formulary agents from the same drug class, or the available formulary agents would pose unnecessary risk to the member.

\* The prescribing physician and BCBS pharmacy agree that the drug is medically necessary with no other effective substitutes.

If the member is approved for a Nonformulary (Tier 3) drug the prescription will be filled at a \$40 cost with an HRA reimbursement to \$10. Member will need to receive annual authorization for a Nonformulary (Tier 3) drug to remain eligible.

When the physician and the member have fulfilled the BCBS request procedure and the requested Nonformulary (Tier 3) drug is denied, the employer agrees to reimburse the employee cost of the prescription to \$10 through an HRA. The only exception to this process will be drugs that are considered to be the employee's choice to have a Nonformulary brand.

2. Open Formulary: Prescription (Tier 1, Tier 2 and Tier 3) drugs are dispensed according to Blue Cross Blue Shield's Open Formulary regulations.

C. Dental and Vision Insurance. The County agrees to provide dental insurance coverage for full-time employees and their dependents equivalent or better than 100-80-50-1000. The County also agrees to provide vision insurance for full-time employees and their dependents equivalent to VSP 24/12/12.

D. Contingency Rider. If an employee qualifies to elect a contingency rider, the employee will pay ten percent of the monthly cost of that rider.

18.2: Duplicate Coverage. An employee may choose not to be covered by the dental and hospitalization insurance stated under this Article when he or she has coverage with another source. If employee waives county hospitalization coverage, they can still carry county dental insurance. The decision to waive coverage can only be made once per calendar year. A waiver agreement, provided by the Employer, must be signed by the employee. In the event the employee elects not to be covered by such dental and hospitalization insurance, the Employer shall pay the employee \$161.53 per pay period if the employee would be eligible for full family \$138.46 per pay period if the employee would be eligible for two-person coverage, and \$69.23 per pay period in the case of an employee eligible for single person. In the event that an employee elects to waive hospitalization insurance, but retains dental coverage, the applicable dental insurance cost shall be deducted from the above amounts.

In the event an employee and their spouse or other dependant eligible for insurance coverage under the employee's policy are both employees of the County, the payment provisions in lieu of health insurance coverage as stated under this Section 18.2 shall be mandatory. Employees shall not be permitted to have double County health insurance coverage. The employee has the right to rejoin with no waiting period if they are no longer covered by the other insurance source. Employees losing medical coverage from the other insurance source shall

notify the Employer in time so that the employee may re-enroll in a health care plan.

18.3: Equivalency. The parties agree that the County may provide medical or dental insurance equivalent to the options listed in Section 18.1 A and B, this includes the options of adjusting the PPO programs on a year to year basis as long as the HRA to the PPO-1 level of coverage is maintained.

Retiree Health Supplement.

18.4: The County will pay \$175 a month toward the health insurance costs of any current member who retires who was employed during the period from January 1, 2002 until December 31, 2003. The contribution toward health insurance will remain in effect for the retiree until he/she receives Social Security/Medicare benefits.

18.5: Life Insurance. The Employer agrees to pay the full cost for a Twenty-Five Thousand Dollars (\$25,000.00) life insurance policy for all employees with accidental death and dismemberment.

18.6: Liability Insurance. The Employer agrees to notify the Union if it is changing from its liability coverage with its current carrier, and if such change occurs, the Union may request to negotiate regarding the same. A copy of the liability coverage will be provided annually to the Union president.

18.7: Post Retirement Health Care. The parties agree to continue through the term of this contract to explore implementing a MERS post retirement health care savings program administered by the MERS Retirement System. The program will be established as soon as the parties reach agreement on the terms and conditions of the program.

18.8: Retiree Insurance. Upon a full normal retirement from Benzie County employees and their families may buy health insurance under the current programs provided to employees, or the County may establish a separate retiree suffix to cover retirees.

ARTICLE XIX  
NO STRIKE - NO LOCKOUT

19.1: Strike Defined. During the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of an employee's duties) for any purpose whatsoever.

19.2: No Strike/No Lockout. The Union further agrees that, during the life of this Agreement, it will not cause, authorize or permit any of its members to cause, promote, instigate or take part in any strike as herein defined or any other activity that may disturb or interfere with the services and responsibilities of the Employer and violation of any of these provisions may be cause for immediate discharge of any individual employee participating in any such strike. Any appeal to the grievance and arbitration procedure regarding discipline imposed for a violation of this Article shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited in this Article. Employer fully agrees not to cause any lockout of the employees during the term of this Agreement.

ARTICLE XX  
SAFETY AND EQUIPMENT

20.1: Safety and Equipment. The Union agrees to cooperate with the Sheriff in maintaining the premises and equipment. The Union further agrees to follow all safety rules and practices. It shall be the obligation of each employee to report any defects in equipment no later than the end of his shift. The Sheriff or his representative will inspect any equipment reported to be defective as soon as possible and promptly cause necessary repairs to be made.

20.2: Committee on Safety & Equipment. The parties to this agreement shall establish a Joint Equipment & Safety Committee consisting of one (1) representative of the Union, one (1) representative of the Sheriff and one (1) representative of the Chairman of the Board of Commissioners. All safety ideas and

complaints will be handled by the Joint Safety Committee. A written safety code shall be prepared and published by the Joint Safety Committee and will contain regulations to take immediate effect.

ARTICLE XXI  
WORKER'S COMPENSATION

21.1: Workers' Compensation. Each employee will be covered by the applicable Workers' Compensation Laws and the Employer further agrees that an employee, if eligible for Workers' Compensation benefits, will receive, in addition to his Workers' Compensation benefits, an amount to be paid by the Employer sufficient to make up the difference between the Workers' Compensation benefits received and his/her regular weekly income based on forty (40) hours. The Employer's subsidy will terminate one (1) year following the commencement of Workers' Compensation benefits. There will be no loss of sick time during this period. The subsidy under this section will terminate at such time that the County is advised by the County Workers' Compensation carrier or Administrator that the County's supplemental payments must be coordinated with Workers' Compensation payments. The Employer will be notified in writing of this condition.

ARTICLE XXII  
UNIFORMS AND EQUIPMENT

22.1: Uniforms and Equipment. The Employer agrees to furnish each employee with the necessary uniforms and equipment in order for said employee to carry out his responsibilities as a police officer, and shall replace or repair property damaged or destroyed in the line of duty, provided, however, an employee may be held personally liable for any damage or destruction to the Employer's property caused by his own negligence. A report of such lost or damaged property shall be made to the Sheriff or Undersheriff.

22.2: Cleaning. The Employer agrees to pay for the needed cleaning for employee's uniforms in the bargaining unit.

22.3: Footwear. The employer agrees to provide up to \$150 reimbursement for footwear for each employee on a semi-annual basis beginning October 1, 2009. The staff will be alternated in



the years that footwear will be provided to them. The type of footwear will be approved by the Sheriff who will maintain the schedule of when each employee receives his or her allowance.

ARTICLE XXIII  
MISCELLANEOUS

23.1: Computation of Benefits. The Union shall have the right to examine the time sheets and other records pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. Other records pertaining to a specific grievance, subject to applicable laws.

23.2: Captions. The captions used in sections of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

23.3: Weapons Training. The Sheriff or his designee will schedule at least one (1) paid weapons and/or firearms training session annually. Additionally, six (6) or less firearms training sessions will be scheduled throughout the year, weather permitting. Ammunition will be furnished.

23.4: Bulletin Board. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority lists and for use of the Union and Employer.

23.5: First Aid Kits. The Employer will furnish first aid kits for each patrol vehicle.

23.6: Detective Assignment. Any employee who works more than two (2) weeks on a plain clothes detective assignment shall receive a voucher for \$600.00 worth of clothing allowance on an annual basis, prorata as to time put in.

23.7: Prisoner Transport. In the event bargaining unit employees are utilized to transport prisoners, all prisoners that are considered dangerous shall be transported by two (2) employees. When any prisoner is transported in excess of one hundred (100) miles by unit employees, the transport shall be made by two (2) employees. It is recognized by the parties that any member of the collective bargaining unit may be utilized for

prisoner transports. It is also expressly recognized by the parties that nothing in this Subsection shall be deemed to limit the right of the Sheriff to have prisoners transported by other non-bargaining unit persons. Including, but not limited to, the Sheriff, the Undersheriff, Departmental Correction's Officers, and other law enforcement agencies.

23.8: Amendment to Agreement. Upon mutual agreement, the Employer and the Union may amend, supplement, rescind or otherwise alter this Agreement during its term. Any such changes, however, shall not be effective unless it is reduced to writing and signed by duly authorized representatives of both the Employer and the Union.

23.9: Past Practices. The parties agree that any prior practice inconsistent with the specific terms of this Agreement will be superseded by this Agreement.

23.10: Waiver Clause. 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 matter not specifically referred to or covered by this Agreement, even though such subject 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.

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

23.12: Separability. Any part of this Agreement which shall be invalid or in conflict with applicable State or Federal law by a court of competent jurisdiction, shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this

Agreement. The parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

23.13: Nondiscrimination. The Employer and the Union hereby agree not to discriminate because of race, religion, creed, color, national origin, handicap, age, sex or marital status as required by law.

23.14: Night Patrol. The County agrees that it will not assign a sergeant to work road patrol duties alone for any shift between dusk and dawn.

23.15: Maintenance of Conditions. The parties agree that all conditions of employment relating to general working conditions shall be maintained at not less than the minimum standard in effect at the time of signing of this Agreement, except that any condition inconsistent with the specific terms of this Agreement shall be superseded by this Agreement.

23.16: The parties agree that in the event the County Sheriff elects to modify his policy and procedure concerning the "use of Departmental Vehicles" concerning the detective/sergeant, the Sheriff shall provide the Union a copy of any such revisions in advance of the effective date, and the revisions will be a proper subject of negotiations between the parties.

23.17: The use of department owned vehicles except during regular scheduled duty hours is prohibited. No department owned vehicle will be allowed to be driven to personal homes except during authorized instances.

Authorized use will include:

Lunch Breaks

Special Assignments Known in Advance

Appointments Out of County in Early a.m. Hours

Attending Schools

Community Meetings

Returning to Duty Within 8 Hours

Except for normal breaks - all other requests for use of department vehicles to be driven to personal homes must be authorized by the Sheriff or Undersheriff.

Personally Assigned Vehicle Program. This program is designed for quicker response time in cases of emergencies. It puts more patrol cars on the road traveling to and from work, giving higher visibility. This in itself helps deter and reduce crime. This program will also result in a reduction of patrol vehicle expenses.

1. Personally assigned vehicles will be assigned to certified police officers that are off of probation. The Sheriff may assign a PAV to a deputy that is on probation at his sole discretion.
2. The PAV is to operate only to and from work and during working hours or on official business. The vehicle is not to leave the County other than on official business. You should be prepared to document the use of your PAV outside the County of Benzie. Specifically, the vehicle will not be at a place that serves alcoholic beverages except on official business.
3. You are not to operate the PAV after consuming alcohol or drugs, except those medications prescribed for you by your physician.
4. To be assigned a PAV you must be a resident of Benzie County.
5. The PAV will be inspected monthly and subject to random inspections by your supervisor.
6. The PAV is to be kept clean inside and out and well maintained.
7. The police radio is to be on at all times while operating the PAV and at an audible level you can hear.
8. An employee with a PAV will be in their vehicle by the start of their shift, in uniform and ready to work.
9. The certified police officers will be responsible to the maintenance of their PAV including oil changes, vehicle upkeep and maintenance.
10. A copy of all maintenance records or bills will be forwarded to the Sheriff's Administrative Assistant or person delegated by the Sheriff.

11. While a PAV is out of service for maintenance or repairs the office will not take another care home unless a supervisor has granted permission.

12. In the event of shortage of PAV vehicles, cars may be temporarily assigned to be left at the Sheriff's Office by seniority, starting with the most junior person.

13. An officer that fails to comply with PAV rules may have their PAV suspended from the program for just cause.

23.18: Travel Time. In the event an employee is required to travel to training at a location outside of a county not contiguous with Benzie County, at a time outside of their regular work schedule, shall receive compensatory time at the appropriate rate for such travel time.

23.19: County Meal/Travel Policy. Full-time employees covered by this agreement shall be eligible for compensation or reimbursement under the County's meal allowance policy. The employer shall provide a copy of the policy to the Union as it is updated.

23.20: Meal Allowance. Corrections sergeants shall be entitled to the same meal provisions as provided for in the POAM contract section 23.1.

ARTICLE XXIV  
WAGES

24.1: Wages. Wages shall be set forth in Appendix A hereto.

ARTICLE XXV  
LONGEVITY

25.1: Longevity Payments. Employees shall receive longevity payments as a separate check on the first pay period following the employee's anniversary date each year in accordance with the following schedule:

After completion of 5 years	\$300.0
After completion of 8 years	500.00

Beginning the 9th year of service, \$30.00 shall be added for each additional year of service.

ARTICLE XXVI  
PENSION

26.1: Pension. The present recognized pension system shall be maintained.

26.2: The current pension plan is the Michigan Municipal Employees Retirement Plan of the State of Michigan (MERS). The current benefit level is the B-3 level with V-8 vesting and F-55 (25 years). Effective upon signing the Employer shall contribute additionally 1.00% toward the benefit level B-4. The employees shall pay the remaining costs to move from level B-3 to level B-4. effective with this contract the employer shall provide the MERS F25 rider (25 years of service no age). The employees shall raise their contribution rate to a total of two (2%) percent.

26.3: Pension Level. During the life of this agreement employees, by a simple majority vote, may elect as a group to purchase a pension improvement E-2.

ARTICLE XXVII  
MEDICAL EXAMS

27.1: Medical Exams. The Sheriff's Department may require a physical and/or psychological exam by a physician or psychologist, at the Employer's expense, to determine the employee's ability to perform his/her regular duties if the Sheriff has a reasonable basis to question the ability. The employee may obtain a second opinion, at the employee's expense, and in the event that there is a dispute between the Employer's physician and employee's physician, both of these physicians shall select a third physician whose decision shall be final and binding on the parties. The expense of the third physician's opinion shall be split 50/50 by the Employer and the employee, if not covered by the employee's insurance.


ARTICLE XXVIII  
DURATION

28.1: Termination. This Agreement shall be deemed to have become effective the 1st day of October, 2008, and shall remain in full force and effect up to and including September 30, 2011.

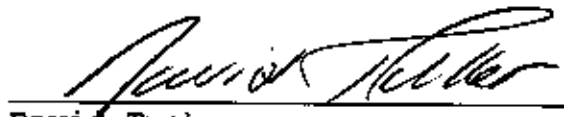
28.2: Extension. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, or, to the extent any employees may not be eligible for 1969 PA 312 arbitration, to impasse.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 17<sup>th</sup> day of February, 2009.

COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

  
Patrick J. Spidell  
Business Agent

BENZIE COUNTY COMMAND  
OFFICERS ASSOCIATION

  
David Tucker  
President

BENZIE COUNTY SHERIFF

  
Rory Heckman  
Sheriff

BENZIE COUNTY BOARD OF  
COMMISSIONERS

  
Donald R. Tanner  
Chairperson

APPENDIX A

Section 1 Wage Scales. The annual wage rates below are effective the first pay period on or after the dates indicated: Figure in ( ) is the hourly rate.

	Effective 10-1-08	Effective 5-1-09	Effective 10-1-09	Effective 5-1-10	Effective 10-1-10	Effective 5-1-11
Road Sergeant	\$46,545	\$46,964	\$47,903	\$48,861	\$50,327	\$50,552
Sergeant/Jail Administrator	(22.38)	(22.58)	(23.03)	(23.49)	(24.20)	(24.30)
Corrections Sergeant	\$41,328 (19.87)	\$41,700 (20.25)	\$42,589 (20.45)	\$43,400 (20.87)	\$44,705 (21.49)	\$44,904 (21.59)
Communications Director	\$37,848 (18.20)	\$38,189 (18.36)	\$38,952 (18.73)	\$39,731 (19.10)	\$40,526 (19.10)	\$41,520 (19.96)

Said differential to be representative of supervisor duties and responsibilities as well as phone calls received off duty to carry out that responsibility.

Section 2. Retroactivity. Notwithstanding anything in this Appendix A or in this agreement between the parties, no retroactive compensation or benefits shall be provided to any employees that separate employment with the County prior to ratification of this agreement by both parties.

Effective 10/1/2008 the wage differential for command officers shall be 11% over the top paid classification they supervise.

Effective 5/1/2009 the wage differential for command officers shall be 12% over the top paid classification they supervise.

Effective 10/1/2010 the wage differential for command officers shall be 12% over the top paid classification they supervise.

Effective 5/1/2011 the wage differential for command officers shall be 12.5% over the top paid classification they supervise.

Should the lower unit's trade wages for other benefits, the command contract may be opened for negotiations on that issue only.



APPENDIX B  
POLICE OFFICERS ASSOCIATION OF MICHIGAN

"Constitutional Protection Statement" Garrity

"On \_\_\_\_\_ (date) \_\_\_\_\_ (time)  
\_\_\_\_\_ at \_\_\_\_\_ (place)

\_\_\_\_\_ I was ordered to submit this report  
(give this statement) by \_\_\_\_\_ (superior  
officer, name and rank) I submit this report (give this  
statement) at his order as a condition of employment. In view of  
possible job forfeiture, I have no alternative but to abide by  
this order.

It is my belief and understanding that the department required  
this report (statement) solely and exclusively for internal  
purposes and will not release it to any other agency. It is my  
further belief that this report (statement) will not and cannot  
be used against me in any subsequent proceedings other than  
disciplinary proceedings within the confines of the department  
itself.

For any and all other purposes, I hereby reserve my  
constitutional right to remain silent under the FIFTH and  
FOURTEENTH AMENDMENT to the UNITED STATES CONSTITUTION AND ANY  
OTHER RIGHTS PRESCRIBED by MICHIGAN laws. Further, I rely  
specifically upon the protection afforded me under the doctrines  
set forth in Garrity vs. New Jersey, 385 U.S. 493 (1967), and  
Spevack vs. Klein, 385 U.S. 551 (1956), should this report  
(statement) be used for any other purpose of whatsoever kind or  
description.

WITNESS: \_\_\_\_\_

OFFICER: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_