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## AGREEMENT

THIS AGREEMENT is entered into this 1st day of January 2011 between the CHARLEVOIX COUNTY SHERIFF and the CHARLEVOIX COUNTY BOARD OF COMMISSIONERS, Charlevoix, Michigan(hereinafter referred to as the "employer"), and the POLICE OFFICER'S LABOR COUNCIL, (hereinafter referred to as the "union").

## PREAMBLE

The purposes of this Agreement include the promotion of harmonious relations between the employer, its employees and the union, the establishment of equitable and peaceful procedures for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment. The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, and creed national origin, political or Union affiliation.

The employer and the union agree to implement the fullest degree of friendly and cooperative relations between the respective representatives at all levels and among all employees.

## ARTICLE 1 RECOGNITION

### Section 1.

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the Union as the sole, exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, during the term of this Agreement for those employees of the employer in a bargaining unit consisting of all full-time and regular part-time deputies, excluding the Sheriff, undersheriff, jail administrator communications officers and correction officers.

### Section 2.

For purposes of this Agreement, the term full-time employees means those employees regularly scheduled to work at least eighty (80) hours in a two week period excluding overtime hours. Regular part-time employees means those employees regularly scheduled to work less than eighty (80) hours in a two week period.

### Section 3.

For purposes of this Agreement, only full-time employees are entitled to economic benefits set forth in this Agreement except as set forth in Article 21 pertaining to Wages.

ARTICLE 2  
UNION RIGHTS

Section 1.

The union, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to them by applicable Michigan statutes now or hereafter enacted, except as expressly limited by terms of this Agreement.

ARTICLE 3  
MANAGEMENT RIGHTS

Section 1.

Nothing in this Agreement shall be deemed to limit or curtail the employer in any way in the exercise of its rights, powers and authority which the Employer had prior to July 30, 1973, unless and only to the extent that specific provisions of this Agreement curtail or limit such rights, powers and authority. The union recognizes that the employer's rights, powers and authority include, but are not limited to, the right to manage its business, to determine the amount of supervision required, to direct, select, promote, decrease and increase the work force, the right to make all plans and decisions on all matters involving the services to be performed, the location of operations, the extent of operations, addition, replacement, and removal of equipment, the schedules, means and procedures of the operation, and the right to introduce new and improved methods and facilities; to maintain discipline and efficiency of employees, determine the qualifications of employees and regulate quality and quantity of work, providing that the exercise of these prerogatives and rights does not conflict with or violate any expressed provisions of this Agreement.

Section 2.

The Union agrees to cooperate with the employer at all times in maintaining discipline, and increasing efficiency and productivity.

Section 3. Rules

The employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations. Any complaint relative to the reasonableness or the application of any rule established after the date hereof, may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

Section 4. Subcontractors

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the employer agrees that no work or services presently performed or hereafter assigned to the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any non-department employees if it would cause a layoff of any of the present employees in the bargaining unit at the date of this contract.

*Section 5. Drug Testing*

*The Employer may require an employee to submit to urinalysis drug screening:*

- (a) Deputies shall notify the Sheriff in writing when required to take any medication that may affect their job performance as determined by the prescribing physician. This notification shall include the name of medication, prescribing physician, dosage and duration of the medication. This information may be shared with other members of management at the Sheriff's discretion. Based on the above information, the Sheriff may request a written clearance from the prescribing physician for work. The written clearance shall include a description of the DEPUTY's job description as documented by administration. If a DEPUTY is unable to attain this medical clearance from their doctor, the DEPUTY must use sick time, comp time, vacation time or a combination of the 3 to cover the time they will be off. If a DEPUTY receives a written clearance for work from the prescribing physician and the Sheriff still determines the DEPUTY unable to work, the DEPUTY shall be cleared by a physician approved by the county. This physician shall be at the department's discretion and expense. In the case of a difference of opinion between the prescribing physician and the department supplied physician, a third mutually agreed upon physician shall be consulted for final opinion at the county's expense. If this physician clears a DEPUTY to work and the Sheriff still believes the DEPUTY is unable, the DEPUTY shall receive administrative leave with pay with no hours to be deducted from comp, sick or vacation time
  
- (b) Deputies are subject to random, irregular urine/blood drug testing at the Sheriff's discretion or upon reasonable suspicion. The results shall be turned over to the Sheriff which may be shared with members of management at the Sheriff's discretion. The urine/blood screen shall be completed at Charlevoix Area Hospital at the county's expense.

- (c) During scheduled work hours, the consumption or use of intoxicants other than as provided by a physician or approved training.

The employee requests the right to ask for a personal drug/alcohol test if they are involved in any work related matters that may involve but are not limited to vehicle accidents or weapons discharge.

#### ARTICLE 4 EXTRA CONTRACT AGREEMENTS

##### Section 1.

The employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement; or which in any way affects wages, hours or working conditions of said employees, or any individual employee, which is a mandatory subject for collective bargaining. Any such agreement shall be null and void.

#### ARTICLE 5 UNION SECURITY

##### Section 1.

The employer recognizes and acknowledges that the union is the exclusive representative in collective bargaining with the employer of the classification of employees covered by this Agreement.

##### Section 2.

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 nor discriminate against an employee as regards such matters.

- (a) Membership in the union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the union. Accordingly, it is fair that each employee in the bargaining unit pays his own way and assumes his fair share of the obligation along with the grant of equal benefit contained in this Agreement.
- (b) In accordance with the policy set forth in this Section, all employees in the

bargaining unit shall, as a condition of continued employment, pay to the union a service fee equivalent to the amount of dues uniformly required of members of the union. For present regular employees, such payments shall commence on the effective date or on the date of execution of this Agreement, whichever is earlier, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

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

### Section 3.

During the period of time covered by this Agreement, the employer agrees to deduct from the pay of any employee all dues and/or initiation fees of the union provided, however, that union presents to the employer authorizations, signed by such employees, allowing such deductions and payments to the local union. This may be done through the steward of the union. Said authorizations may be revoked at any time in writing.

- (a) Amount of initiation fees and dues will be certified to the employer by the Secretary-Treasurer of the union.
- (b) Service fees will be deducted by the employer and transmitted to the union as prescribed above for the deduction and transmission of union dues and initiation fees.
- (c) Employer shall be held harmless and shall not be liable to the union or the employees for monies deducted in accordance with the certificate referred to in (b) above or for monies once remitted to the union by first class mail, postage prepaid.

## ARTICLE 6 UNION STEWARDS

### Section 1.

Union employees shall be represented by one steward or alternate steward. During periods of absence of a steward, the alternate steward shall represent the employees. Stewards shall be regular full-time employees and shall have completed a minimum of one year of continuous employment in the sheriff's department.

### Section 2.

The authority of the steward, or alternate, is limited to the investigation and presentation of grievances and request for special conferences during his working hours, without loss of time or pay, upon having received permission from the sheriff or his designated representative to do so. The sheriff shall grant permission within a reasonable time, after the first hour of the shift, for such steward to leave his work for these purposes subject to overriding work consideration. The privilege of such steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of such privilege is property grounds for discipline up to and including discharge. The steward, and alternate, is required to record time spent. All such stewards will perform their regular duties in addition to the handling of grievances as provided herein.

#### Section 3.

The union will furnish the employer with the names of its stewards and officers who are employed within the unit and changes as they may occur from time to time in such personnel so that the employer may at all times be advised as to the authority of the individual representatives of the union with which it may be dealing.

#### Section 4.

The union bargaining committee shall consist of two (2) employees along with a non-employee representative. Before the first negotiation session, the union will provide the employer, in writing, the names of the employees on the bargaining committee. Bargaining committee employees shall be permitted to attend negotiation sessions while on-duty and shall continue to receive their proper rate of pay for scheduled working hours spent in negotiations.

### ARTICLE 7 SENIORITY

#### Section 1.

For all purposes seniority shall mean the status attained by continuous full time employment by the County of Charlevoix and shall be measured from the date of hire as or promotion to the position of deputy sheriff.

#### Section 2.

New employees, whether or not they have previously been employees of the County of Charlevoix, shall be probationary employees for a period of one year following date of hire. Probationary employees shall have no seniority during their probationary period but, upon successful completion of the probationary period, their seniority shall date from their date of hire. Probationary employees shall be represented by the Union and shall be subject to the terms of this Agreement, except for matters involving discipline and discharge for reasons other than union activity.

#### Section 3.

New employees having prior law enforcement experience shall be given seniority, for pay purposes only, which, in the judgment of the sheriff, properly reflects said employees' value to the county. After such initial seniority has been determined the employee's future wage changes shall be in accordance with this Agreement. Notwithstanding their prior law enforcement experience, such new employees shall be subject to the probationary period set forth in Section 2.

#### Section 4.

Employer shall post in a conspicuous spot at the sheriff's department an up-to-date list of employees in the bargaining unit in order of their most recent date of hire.

#### Section 5.

An employee shall lose seniority for the following reasons:

- (a) He/she quits, retires or is discharged from employment with the sheriff's department, provided that the discharge is not reversed.
- (b) Except if due to a job related injury, he has been on sick leave or layoff for a period of time equal to his seniority or one (1) year, whichever is shorter. Where an employee is on leave due to a job related injury, seniority shall continue to accrue for all purposes under the contract not to exceed two (2) years. During the leave due to a job related injury, the employer shall continue to pay premiums for accidental death insurance and premiums for health and accident insurance as mentioned in Article 25. Further pension contributions will not be paid by the county on behalf of such employee but such employee shall be entitled to those benefits which continue in accordance with the terms and conditions of the Municipal Employees Retirement system, Benefit B - 4. Further, the accumulation of seniority shall not continue beyond age sixty (60).
- (c) He is absent from work for three (3) consecutive working days without notifying employer.
- (d) He/she accepts employment elsewhere while on leave of absence unless said employment was authorized as set forth in Article 19.
- (e) He/she fails to return from a layoff in accordance with the notification as set forth in Article 10 or fails to return immediately upon the expiration of a leave of absence.
- (f) He/she has knowingly falsified his application for employment or other



document relating to his employment.

Notice of loss of seniority under paragraphs (b), (c), (d) or (e) shall be sent to employee by certified mail. Possession of a receipt for certified mail shall constitute proof of notice. All notices shall be sent to the address provided employer by the employee, and employer shall have no liability should said address be improper. (Failure to send said notice shall not void the provisions of this Article.)

#### Section 6.

Notwithstanding his position on the seniority list, the steward shall, in the event of layoff for other than disciplinary reasons, be continued at work as long as there is a job in the department which he has the present skill and ability to perform and, if placed on layoff, shall be first recalled when there is a job for which he has the present skill and ability to perform. Present skill and ability means the employee's present ability to perform the required job duties up to the standards of performance of an average employee under normal supervision but without additional training. Disputes arising under this section shall be first discussed at a special conference. If not resolved at the special conference, the grievance procedure shall be utilized with applicable time limits running from the conclusion of the special conference.

### ARTICLE 8 SPECIAL CONFERENCES

#### Section 1

Special conferences for important matters will be arranged between the union and the employer or his designated representative upon the request of either party.

#### Section 2.

Such meetings shall be between representatives of the union and representatives of the employer, provided arrangements for such special conferences shall be made 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 conferences shall be confined to those included in the agenda. Conferences shall be held at times mutually agreeable. Bargaining unit employees shall not lose pay for time lost in such special conferences. This meeting may be attended by a representative of the union.

### ARTICLE 9

## GRIEVANCE PROCEDURE

### Section 1.

A grievance is an expressed violation of an application or interpretation of any Article or section of this Agreement.

### Section 2.

All grievances shall be settled only in accordance with the procedure set forth in this Article.

### Section 3.

All grievances shall be handled in accordance with the following steps. All references in this Article relating to "days" shall mean calendar days excluding Saturdays, Sundays and holidays.

- Step 1. By conference between the sheriff and the aggrieved employee. The sheriff shall respond in writing within five (5) calendar days. Settlements at this step shall be in writing but shall be without prejudice and may not be used in either the grievance process or in arbitration.
- Step 2. If the grievance is not settled at Step 1, within five (5) calendar days of receipt of the written response or within five (5) calendar days of the date when such response should have been made, the grievance shall be reduced to writing, signed by the aggrieved employee and the steward, and submitted with the sheriff's response, if any, to the Board of Commissioners. The grievance shall state the Articles or sections of this contract alleged to have been violated and shall set forth the facts giving rise to the grievance. Except in cases involving suspension or discharge, the commission or a properly authorized subcommittee shall meet within fourteen (14) calendar days of the presentation of the grievance to it for the purpose of considering the grievance. In cases involving suspension or discharge, the grievance procedure shall start at Step 2 and the commission or subcommittee shall meet within seven (7) calendar days of the submission of the grievance to it. The aggrieved employee, the steward and/or the business representative and the sheriff shall be present at said meetings. A written decision of the commission shall be given within five (5) calendar days from the date of the meeting.
- Step 3. If the grievance has not been settled in Step 2, the union may

submit such grievance to arbitration by delivering written notice of intent to arbitrate to the sheriff within ten (10) calendar days after receipt of the Step 2 answer. If the parties have not mutually agreed to an arbitrator within twenty-eight (28) calendar days after the receipt of the notice of intent to arbitrate, the union must, within the next seven (7) calendar days submit the matter to the American Arbitration Association in accordance with its Rules and regulations, then obtaining. Such rules shall govern the arbitration hearing. The arbitrator shall have no power to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties, except that each party shall pay the expense of its own witnesses.

#### Section 4.

Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than five (5) calendar days after the facts giving rise to the grievance have occurred or after five (5) calendar days from the time the aggrieved employee should have reasonably known of the facts giving rise to the grievance. However, the parties may mutually agree in writing to extend the time limit.

#### Section 5.

Any grievance not advanced to the next step in accordance with this Article shall be deemed resolved on the basis of employer's last response. Any grievance not responded to within the applicable time limits shall be automatically advanced to the next step of the grievance procedure.

#### Section 6.

Only one grievance shall be presented to an Arbitrator in any one hearing unless the parties mutually agree to combine grievances for the same arbitrator.

#### Section 7.

Awards for back pay shall be limited to a period of thirty (30) calendar days prior to the first filing in writing of the grievance. Back pay shall be limited to the amount of wages for the employee would have earned less any amounts received by him for other employment, including self employment, and less any amounts received by him as unemployment compensation, if any.

#### Section 8.

The union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, provided that the employee consents. The examination of such records shall be at reasonable times at the place where the records are regularly kept unless the parties agree otherwise.

## ARTICLE 10 LAYOFF AND RECALL

### Section 1.

The word "layoff" means a reduction in work force due to lack of work or other legitimate cause.

### Section 2.

Ordinarily, part-time employees and probationary employees shall first be laid off in that order, as determined by the needs of the Sheriff. Provided, however, that such employees may not be first laid off if, due to geographical assignment or other special circumstances, duties performed by such employees cannot or will not be performed by full-time employees who have been given the opportunity to do so. It is recognized that full-time employees undertaking such duties may be deemed to be part-time employees during such period of employment.

As to the layoff of regular full-time employees, seniority shall be of prime concern. Ordinarily, the last employee hired within a classification will be the first to be laid off. The determination of the order of layoff shall not be arbitrary or capricious.

### Section 3.

Employees shall be given fourteen (14) days' notice of layoff.

### Section 4.

When the work force is increased following a layoff, the following procedure will be followed:

- (a) Upon an increase in a job classification, employees in that classification will be recalled in inverse order of their layoff, so long as the employee to be recalled has the present skill and ability to perform the available work.
  
- (b) Written notice of recall will be sent by certified mail to the last address

provided the employer by the employee and shall inform the employee of the date he/she should return to work, which shall not be less than five (5) days from the date of mailing. Possession by employer of receipt for certified mail shall be conclusive proof of date of mailing. Employer shall have no liability for failure to notify any employee of recall when such failure is due to the employee's address being inaccurate.

Section 5.

In the event the sheriff has part-time work or special assignment duties during any period of time when an employee is on layoff, such work shall be offered to those Employees on layoff in order of seniority. If such work is accepted by such employee, it is understood that the employee, in performing such work, is working in the capacity of a part-time employee and will be entitled to only those benefits to which a part-time employee is entitled.

ARTICLE 11  
SICK/PERSONAL LEAVE

Section 1.

As of January 1, of each year, each employee shall be credited with 80 sick hours for use during the calendar year.

If used for illness other than in connection with the eligibility period for the disability income plan, the used days shall be deducted from the eligibility period.

- (a) Payment of unused sick leave yearly will be one half of the hourly rate times the number of hours unused as of December 31.
- (b) Sick leave equal to the equivalent of four shifts can be used for Personal leave. One week's notice to be given for use of Personal time or with shorter notice upon the availability of shift. This will be treated the same as vacation requests.

Section 2.

Except as provided for in Article 12, employees having sick leave accumulated under prior contracts may use such sick leave for disability due to personal illness or personal injury. At any time after three (3) days absence due to disability because of personal illness or personal injury, upon employers request in writing, an employee on sick leave shall provide to employer a statement from a doctor verifying disability. Provided, however, medical verification of disability may be required for absences immediately before or following an employee's scheduled day or days off or where an employee's attendance record shows frequent absences. In such cases, the employee shall be notified of the need for verification prior to the absence for which the verification is required.

An employee eligible for disability income insurance benefits may not use sick leave for any period of time which they are so eligible.

Section 3.

Employees shall notify the officer in charge of the shift, of inability to report to work. Notice shall be given as soon as the inability to report is apparent.

Section 4.

An employee who has reported to work and who leaves work because of disability due to illness or injury arising outside the scope of employment shall be charged, for actual sick hours used.

Section 5.

If an employee leaves work due to an injury arising within the scope of employment, sick leave shall not be charged, except as provided in Article 14.

Section 6.

If, in the judgment of the sheriff or undersheriff, an employee on the job is ill to the extent that such illness interferes with the satisfactory performance of his duties, the sheriff or undersheriff shall direct the employee to a medical doctor of their choice for examination. The cost of the examination shall be employers. If, in the opinion of the doctor, the employee is unable to satisfactorily perform all of the duties required of his job, the employee shall not return to work and the time off shall be charged to sick leave, if any is accumulated. If, in the opinion of the doctor, the employee is able to satisfactorily perform all of the duties required of his job, he/she shall return to work with no loss of pay.

Section 7.

In the event of a dispute involving an employee's physical ability to perform his job and the employer or employee is not satisfied by the determination of the examining physician, the employer or employee may request a second examination by a doctor of choice, at the expense of the requesting party. If the dispute still exists, final resolution, binding on both parties, shall be a report of a third (3rd) doctor chosen by the employee's doctor and the employer's doctor. The cost of this report shall be shared equally by the employer and the employee.

Section 8.

Sick leave days as set forth in Section 1 of this Article shall not be cumulative from year to year. However, employees having accumulated sick leave as of the effective date of this Agreement may use such sick leave for disability as set forth in Section 2 of this Article and Article 14.

Section 9.

Upon death or retirement, employees having accumulated sick leave, will be paid twenty-five percent (25%) of said accumulation but not to exceed \$675.00.

ARTICLE 12  
COURT AND FUNERAL LEAVE

Section 1.

Except when attending court immediately before or after scheduled working hours, an employee who, during non-scheduled working hours, must attend court as a result of his/her employment shall receive a minimum of two (2) hours' pay. Officers will be paid the minimum two hours pay if they do not receive 24 hours notice of cancellation.

Section 2.

Provided that they attend the funeral, employees will be granted, upon written request, without loss of pay, up to three (3) working days for leave because of death in the immediate family. In the event the site of the funeral is beyond 250 miles from the City of Charlevoix, employees may use up to four (4) sick days, if accumulated, in addition to the three (3) days herein provided.

Immediate family is defined as spouse, parent, grandparent, parent of a current spouse, child, grandchild, brother or sister, step-parents and step-children. Step-brothers and stepsisters shall be included if the step relationship began before the employee reached his/her 19th birthday and if the Employee resided in the same household with the step-sister or step-brother.

Section 3.

Provided that he/she attends the funeral, an employee will be granted one (1) day leave with pay because of the death of a brother-in-law, sister-in-law or one-half (2) day for funeral of a fellow employee in the sheriff's department.

ARTICLE 13  
MAINTENANCE OF STANDARDS

Section 1. Minimum Standards.

The employer agrees that all conditions of employment relating to wages, hours of work and general working conditional, all of which are described elsewhere in this Agreement, are minimum standards in effect at the time of the signing of this Agreement, and may be improved voluntarily by the employer, if possible. Conditions of

employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

#### Section 2. Past Practices.

There is no understanding or agreements or past practices which are binding on either the employer or the union other than written agreements, if any, enumerated or referred to in this Agreement. No further agreement shall be binding on either the employer or the union until it has been put in writing and signed by both the employer and the union.

### ARTICLE 14 WORKERS' COMPENSATION

#### Section 1.

Employer shall provide Workers' Compensation benefits through insurance or other means in compliance with the Michigan Workers' Compensation Act. The employer agrees to urge its Workers' Compensation insurer to process claims promptly.

#### Section 2.

In the event an employee is disabled due to a work related injury and is disabled for a period of time less than that which would qualify him for Workers' Compensation, said period shall be treated as sick leave pursuant to this Agreement. If the disability continues for such period of time that the employee is entitled to Workers' Compensation benefits for that time initially treated as sick leave, the employee shall reimburse employer such money as was paid to him pursuant to sick leave provisions of this Agreement and shall have the sick leave charged him reinstated, unless the employee chooses to supplement his/her Workers' Compensation benefits as set forth below.

#### Section 3.

An employee receiving Workers' Compensation weekly benefits may, at the employee's option, receive from the employer a salary payment equal to the difference between compensation benefits received and the employee's regular straight time salary. Such salary payment shall be made only if the employee has accumulated sick leave and shall continue only so long as the employee has accumulated sick leave. The salary payment shall be charged against the accumulated sick leave in the following manner until the sick leave is exhausted:



Supplementary Salary in dollars		Sick leave days charged
More than	To	
0	2 day pay	2
2	1 day pay	1
1	½ days pay	½
½	2 days pay	2

and continuing in the same progression.

#### Section 4.

Upon regaining the ability to satisfactorily perform all of the duties of his/her job, the employee shall be returned to work at such job so long as the employee is senior to at least one employee. Provided, if the employee is the least senior, he shall be returned to work if work is available. If work is not available, he may be placed on layoff in accordance with Article 10.

### ARTICLE 15 BOND AND LEGAL ASSISTANCE

#### Section 1.

Should the employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the employer. Inability to obtain a bond from employer's usual bonding company source within thirty (30) days on a particular employee, or cancellation of a bond on any employee after one has been issued, shall be just cause for discharge of such employee; except that if employee is able to make his/her own bonding arrangements with a duly licensed bonding company within thirty (30) days after employer requests him to do so, such a bond will be accepted. Any excess premium over standard premium shall be paid by such employee. "Standard premium" shall be that premium paid by employer to its bonding source for bonds applicable to other employees.

#### Section 2.

Except in the event the employee enters into litigation against the employer, employer shall provide the legal services of an attorney of its choice for the defense of any employee needful of such services as a result of acts occurring in the performance of law enforcement duties and responsibilities. Except that where the need for legal services arises from circumstances such that the risk is covered by insurance, the employer shall not be obligated to provide legal services.

ARTICLE 16  
STRIKES AND SLOWDOWNS

Section 1.

Understanding that the proper method of settling grievances is as set forth in this Agreement, and that strikes or other refusal to provide full and complete services to the public is not in the best interests of the public or the County of Charlevoix, it is agreed that there shall at no time be strikes, slowdowns, tie-up of equipment, walkouts or other deliberate withholding of services by members of the bargaining unit, either individually or collectively. During the term of this agreement, the employer agrees that there will be no lockouts.

Section 2.

The union, its officers, employees, or agents, shall not promote, encourage or advocate a violation of Section 1 of this Article.

Section 3.

In the event there is a violation of this Section, the union shall, when requested by employer, take the following action:

- (a) Within sixteen (16) hours of a request by employer, notify, in writing, each of its members that such activity is unauthorized by the union, that such activity is a violation of the contract, that such activity, in and of itself, is proper grounds for discharge, and that each employee is to immediately cease such activity.
- (b) At the request of the employer, and if such proceedings are provided for, institute internal union disciplinary proceedings against each member in violation. In the event of a violation of this section, the employer shall have the sole and complete right to discipline, including discharge.

Provided that the union complies with this section, it shall have no liability for the violation by its members of Section 1 of this Article.

ARTICLE 17  
DISCHARGE AND RELIEVING OF DUTY

Section 1.

Employer shall not discharge or discipline any seniority employee without just cause. Prior to discharge, the sheriff shall make appropriate investigation of the facts which are the basis for discharge. Such investigation shall be made as quickly as reasonably possible taking into account the seriousness of the disciplinary action and the complexity of the circumstances.

In such investigation, the employee being considered for discharge or discipline has the right to state his/her case to the sheriff and present any evidence then available. Further, in such investigation, the sheriff has the right to require of said employee a statement of his/her case and access to evidence available to or under the control of said employee. The employee shall have the opportunity to consult with the union steward or representative before making any such statement.

Upon the discharge of any employee, the employer shall notify, in writing, the union and the steward of the fact of discharge and the charges and facts supporting the discharge.

Disciplinary action other than discharge shall be reported to the steward only.

#### Section 2.

Following the investigation by the sheriff, the employee considered for discharge or discipline shall not be required to make any statement prior to the hearing called for in Article 9. The employee may be represented at such hearing by the steward or any member of his/her own choosing.

#### Section 3.

Any employee against whom charges have been made may be either relieved of duty or suspended pending investigation of such charges. Whether an employee so charged is relieved of duty or suspended is the sole choice of the sheriff and his/her decision is not subject to arbitration. If an employee is relieved of duty, he/she shall remain on the payroll at his/her regular salary and shall perform such duties, or no duties, as directed by the sheriff.

If an employee is suspended, he/she shall be removed from the payroll and shall turn in all departmental equipment. In the event the employee is exonerated, he/she shall be reinstated with back pay based on regular hours (excluding overtime) and with other benefits lost during the suspension and shall be discharged as of the date of the suspension.

#### Section 4.

"Just Cause" for purposes of discharge includes, but is not limited to, the following:

- (a) Dishonesty

- (b) Recklessness during working hours resulting in serious accident.
- (c) During scheduled working hours, being under the influence of intoxicants, including, but not limited to, alcoholic beverages, or drugs, other than those being taken by the direction of a physician. In the event an employee is charged with being under the influence of alcoholic beverages, he/she shall immediately submit to a breath test for the purpose of determining the amount of alcohol in his/her blood. If the result of such test reveals that the amount of alcohol in the employee's blood is 0.08 percent or more or greater than the statutory standard, whichever is less, he/she shall be deemed to be under the influence of intoxicants. In the event the employee refuses to take a breath test immediately, such refusal shall be grounds for discharge.
- (d) During scheduled work hours, the consumption or use of intoxicants other than as provided by a physician.
- (e) Unauthorized carrying of passengers in motor vehicles used in employers business.

Factual disputes regarding discharge shall be resolved through the grievance procedure.

## ARTICLE 18 PROMOTIONS

### Section 1.

The sheriff, with concurrence of the Board of Commissioners, will make permanent promotions within the bargaining unit available to employees who possess the ability and training for the job under consideration. All such promotions will be made in accordance with the following factors:

- (a) Permanent job openings shall be posted on the bulletin board for seven (7) calendar days. Employees desirous of competing for the job shall personally advise the sheriff in writing prior to the expiration of three (3) days. Failure to properly advise the sheriff within the three (3) day period shall preclude consideration for the job.
- (b) Each applicant shall take the same written and/or oral examination based upon the job requirements of the position to be filled.
- (c) Each applicant shall be evaluated on the following criteria:
  - (1) Appearance
  - (2) Attitude toward peers, supervisors, public and prisoners, including but not limited to attendance at work, punctuality, courtesy, understanding and ability to work with peers, supervisors and the public.

- (3) Professional skills, including but not limited to the completion of assigned duties in a satisfactory manner and ability to accurately and completely report both verbally and in writing.
- (4) Initiative, including but not limited to the ability to follow through with assignments with minimal supervision, to initiate activities beneficial to the department and to deal with unusual and/or stressful circumstances.

Each of the above criteria will be assigned a point value as follow:

	Poor	Below Average	Above Average	Average	Excellent
Appearance	0-2	3-4	5-6	7-8	9-10
Attitude	0-6	7-12	13-18	19-24	25-30
Professional Skills	0-6	7-12	13-18	19-24	25-30
Initiative	0-6	7-12	13-18	19-24	25-30

- (d) The oral/written test shall have a maximum value of 100 points and shall have a minimum passing level. The employee attaining the highest number of points combining the test results and the criteria of subsection (c), who also achieves the minimum passing level of the test shall be awarded the promotion.

(d) The oral/written test shall have a maximum value of 100 points and shall have a minimum passing level. The employee attaining the highest number of points combining the test results and the criteria of subsection (c), who also achieves the minimum passing level of the test shall be awarded the promotion.

Section 2.

The performance by any employee on the examination for a given position shall not be used for any position other than the specific position for which the examination was given.

Section 3.

The posted position must be filled within thirty (30) days from he/she results of the examination unless the position is eliminated or unless a grievance regarding the examination is filed. In the event such a grievance is filed, the position need not be filled until resolution of the grievance.

Section 4.

In the event no present employee, having achieved a passing grade on the

examination, possesses the skill and ability required to perform all of the requirements of the position, or in the event no present employee seeks the position within the posting period, the sheriff may hire a new employee for such position.

Section 5.

If within ninety (90) days the employee is unsatisfactory in the new position, he/she will be returned to his/her former position without loss of seniority. The evaluation of performance shall not be arbitrary or capricious.

Section 6.

Upon the satisfactory completion of ninety (90) days in the posted job, the employee shall receive the rate of pay called for in that job, commencing with first day of assuming the position.

Section 7.

Temporary promotions and job assignments pending permanent promotions and job assignments shall be made at employers= discretion.

ARTICLE 19  
LEAVES OF ABSENCE

An employee desiring a leave of absence from his/her employment shall request such leave, in writing, which shall state the reason for such leave and the desired duration. Such leave shall be granted at employer's discretion. Use of said leave of absence for other than the authorized reason should be grounds for discipline up to and including discharge.

ARTICLE 20  
HOURS OF WORK

Section 1. The schedule shall be 12 hours if there are enough personnel to fill it.

- A. Work cycle on the 12-hour shift, two week period, Monday, Tuesday on, Wednesday, Thursday off, Friday, Saturday, Sunday on, Monday, Tuesday off, Wednesday, Thursday on, Friday, Saturday, Sunday off. The schedule will then repeat. With the 12 hours shift, so as to not go over the scheduled 80 hours in a two-week period, the schedule will be adjusted. The 12-hour workday for the day shift shall start at 7 a.m. and end at 7 p.m. The night shift shall start at 7 p.m. and end at 7 a.m.
- B. The work cycle for the eight-hour shift will be consecutive workdays, with two consecutive days off.

Section 2.

- (a) Employees may be required to work overtime but shall not work overtime without authorization from the sheriff or, in his/her absence, the undersheriff.
- (b) Overtime hours shall be divided equally among employees. An up-to-date overtime list showing overtime hours and seniority dates shall be posted in the department for review by a union representative, the employee and sheriff and/or undersheriff or their representative.
- (c) Overtime shall be first offered to the employee with the least amount of overtime hours first. If refused or the employee is unavailable, the next employee with the least amount of overtime hours shall be contacted and so on until all the employees are contacted.
- (d) If all regular full time employees have refused or are not available, a part-time employee may be contacted to fill the overtime.
- (e) An employee may, by written communication to the sheriff, remove him/herself from the overtime list with the understanding that if all other employees refuse or are unavailable, the employee may be ordered in.
- (f) Beginning January 1 of each year, all employees shall return to zero hours. The most senior employee shall be placed at the top of the new list and so on until all employees are listed in order of seniority.
- (g) When an employee is contacted for an overtime assignment, the list shall reflect accepted, refused or unavailable or other circumstances regarding the employee contact. If the employee refuses the overtime the employee shall be charged for the hours offered as though the employee worked them. The next lowest hour employee shall then be contacted and so on until the list has been completed. If an employee could not be contacted by personal communication, the employee shall not be charged for the overtime hours needed and may be bypassed to the next employee.
- (h) If an employee is on a authorized leave of absences, vacation, sick day, funeral, training or other authorized leave, the employee shall not be contacted or charged for any overtime that arises while absent.
- (l) Exceptions:
  - 1. A part-time employee may be assigned duties that would normally be performed by a full time employee under the following circumstances.
    - 1. If a regular full time employee is on five or more vacation

- days.
2. If a regular full time employee is on five or more sick/injured days.
  3. If a regular full time employee is on five or more comp days.
  4. If a regular full time employee is on five or more training days.

If other circumstances should arise not outlined above, a meeting with the sheriff and union shall be arranged in a timely manner to resolve the matter.

### Section 3.

Upon the completion of nine months of employment, an employee shall be given preference of shifts in accordance with the following:

- (1) Shift preference shall be communicated in writing to the sheriff during the first ten days of April and October of each year. Shift changes, if any, shall be implemented on the 15th of April and October each year. Failure to timely submit shift preference shall constitute a waiver of all shift preference rights until such time as shift preferences may again be timely submitted.
- (2) Shift assignments shall be by expressed preference based upon seniority provided that (a) the granting of such preference will not in the view of the Sheriff be detrimental to the operation of the department and (b) the granting of such preference is compatible with the job assignment of such employee.
- (3) In the event the shift of any employee is changed either for the purpose of changing a situation detrimental to the operation of the department or for the purpose of fitting the employee's job assignment, ten calendar days advance notice shall be given the employees.
- (4) Shift changes not to exceed thirty continuous days may be made when required by the exigencies of law enforcement requirements including, but not limited to needs created by absences of employees. As much advance notice as is reasonable under the circumstances will be given.
- (5) During the first nine months of employment, any employee may be assigned to any shift even though a more senior employee may have requested such shift and, as a result of such assignment, is not assigned to that shift.

### Section 4.

It is the intent of the sheriff to keep in effect the present work schedules.



However, the union recognizes that changing circumstances, including but not limited to absences and changes in manpower level, may require changes in the schedules. The sheriff will notify the union not less than ten days before implementing any permanent change. If the union requests, the sheriff will meet with the union during the notice period to discuss the effects of the change. Nothing in this section shall be construed to limit the right of the sheriff to make schedule changes.

**ARTICLE 21  
WAGES**

Section 1.

Employees covered by this Agreement shall be paid an annual salary as set forth herein.

A. Deputy

Column1	01-01-11 thru	12/31/2011	01-01-12 thru	12/31/2012	01-01-13 thru	12/31/2013
	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
<b>3 Years</b>	\$ 22.02	\$ 45,797.44	\$ 22.24	\$ 46,255.41	\$ 22.52	\$ 46,833.61
<b>2 Years</b>	\$ 19.61	\$ 40,797.54	\$ 19.81	\$ 41,205.51	\$ 20.06	\$ 41,720.58
<b>1 Year</b>	\$ 17.29	\$ 35,965.70	\$ 17.46	\$ 36,325.35	\$ 17.68	\$ 36,779.42
<b>Start</b>	\$ 14.87	\$ 30,923.78	\$ 15.02	\$ 31,233.01	\$ 15.20	\$ 31,623.43

In addition to the above yearly increases each deputy will receive \$125.00 per month that will be deposited into their own Deferred Comp account. This amount will be phased out over the three year period of the contract. For 2011 the amount will be \$83.33, for 2012, \$41.66 and 2013 (the final year of the contract) the amount will be -0-.

Employees at the maximum rate for their classification prior to **January 1, 2011** will receive pay increases on January 1 of each subsequent year. Employees not at the maximum rate for their classification prior to **January 1, 2011** shall receive an initial increase effective, **January 1, 2011** and will receive subsequent increases on their date of hire anniversary date until they reach maximum for their classification. Thereafter, pay increases shall be on January 1 of each year.

Wages for rank of Corporal will be at 5% (five percent) above the pay of the wages set for a deputy with 3 (three) years of service. Wages for the rank of sergeant/ will be at 10% (ten percent) above the pay of the wages set for a deputy with 3 (three) years of service. Wages for the rank of lieutenant will be at 12% (twelve percent) above the pay of the wages set for a deputy with 3 (three) years of service.

C. Shift Supervisory Pay: Effective **January 1, 2011**

The senior officer on duty at any time that the Sheriff, Undersheriff, Corporal or a Sergeant is not on duty will receive pay at the same rate as shift supervisor.

D. Shift Differential Pay:

	<b>3 p.m. – 11.p.m.</b>	<b>\$.15 per hour</b>	<b>\$24.00 per mo add'l</b>
	<b>11 p.m. – 7 a.m.</b>	<b>\$.20 per hour</b>	<b>\$32.00 per mo add'l</b>

Section 2.

For each hour worked, eighty hours in a two week pay period an employee shall be paid one and one-half (1 ½) times his/her hourly rate of pay based upon his/her annual salary or may request compensatory time at the rate of 1/2 hours/hour of overtime. Compensatory time will be credited upon mutual agreement by and between the sheriff and the employee, not to exceed forty (40) hours. Compensatory time must be taken in increments of not less than eight (8) hours unless otherwise mutually agreed and the employee must request compensatory time off, in writing, not less than four (4) working days in advance of requesting sixteen (16) hours or less or not later than fifteen (15) days before the end of the month before the month in which the time is to be taken if requesting more than sixteen (16) hours off. Provided that hours over-twelve (12) hours in one day or over eighty hours in a two week pay period shall not warrant additional pay where such hours are a result of schedule changes.

Section 3.

In the event an employee is promoted to a classification having a higher top rate of pay than that classification which is being left, the employee shall be paid his/her present salary or the starting salary of the classification to which he/she is promoted, whichever is higher. Thereafter, the rate of pay shall progress according to the schedule and the Employee's time in that classification unless following the schedule would result in a decrease in pay, in which event the salary will remain the same.

Section 4.

Except when immediately before or after scheduled hours, in the event an employee not scheduled to work is called in to work, said employee shall be guaranteed a minimum of two (2) hours pay, provided that, if so directed, the employee shall perform work as assigned for said two (2) hour minimum.

#### Section 5.

In the event an employee is overpaid or otherwise receives benefits to which (s)he/she is not entitled, the employer is authorized to deduct from the employee's wages the overpayment or the value of the benefits received. If there is a dispute either as to whether the employee was entitled to the overpayment or the benefits, such dispute must be raised by the employee through the grievance procedure. If so raised, the employer's right to deduct shall not be effective until the dispute is resolved through the grievance procedure.

If the amount to be repaid is Twenty Five Dollars (\$25.00) or less, it will be deducted from the next paycheck. If the amount to be repaid is more than Twenty Five dollars (\$25.00) and less than Fifty Dollars (\$50.00), it will be deducted in approximately equal amounts from the next two paychecks. If the amount to be repaid is Fifty Dollars (\$50.00) or more, it will be deducted in amounts of Twenty Five dollars (\$25.00) per paycheck with any remainder of not more than Twenty Five Dollars (\$25.00) to be deducted from the final paycheck necessary to complete repayment.

#### Section 6.

Retroactive pay includes regular salary, overtime pay and holiday pay.

Longevity – On anniversary date after the completion of 5 years, ½ % of wage; 10 years, 1% of wage; 15 years 1 ½ % of wage and after 20 years 2% of wage will be paid in a lump-sum.

### ARTICLE 22 VACATIONS

#### Section 1.

Employees shall be entitled to vacation with pay in accordance with the following schedule:

Seniority	Vacation Period
1 Year	5 working days
2 Years	10 working days
5 Years	15 working days
10 Years	20 working days
11 or more years	- Add 1 day of vacation period for each year up to a maximum of 30 working days vacation period.

*For all employees hired after 12/31/04, vacation accumulation will be limited to 5 weeks per year. All employees employed prior to 12/31/04 will retain their six-week vacation accumulation.*

Section 2.

The vacation period to which an employee is entitled will be determined by his/her seniority based upon his/her most recent date of hire.

Section 3.

- (1) Vacation pay shall be based upon the employee's annual salary in effect at the time of scheduling.
- (2) An employee may be paid for a maximum of five (5) days buy out per year or may carryover a maximum of five (5) days at the end of the year.

Section 4.

Vacations will be scheduled by employer. Seniority and expressed preferences will be considered in scheduling. employees shall submit to the sheriff on or before February 15 of each year their preferences for vacation. Preferences submitted after that date shall be considered in chronological order, regardless of seniority, but after all those submitted before that date. No employee will be allowed vacation of more than two (2) weeks total during July and August unless no other employee requests such time.

Section 5.

Vacation periods shall not accumulate nor carryover from one anniversary year to the next unless a vacation period within the anniversary year is denied at the convenience of the employer.

Section 6.

Upon discharge for just cause, or upon quitting without at least thirty (30) days notice to the sheriff, or under circumstances set forth in Article 7, Section 5(b) through (f), an employee shall not be entitled to receive pay for unused vacation to which he/she may be entitled. Upon termination for other reasons, employees shall be entitled to pay for unused vacation to which they are entitled.

ARTICLE 23  
HOLIDAYS

Section 1.

The following days shall be designated and observed as holidays:

New Year's Day  
Memorial Day  
Independence Day  
Good Friday  
Labor Day  
Thanksgiving Day  
Christmas Day  
Employee's Birthday  
Veteran's Day  
Easter

Section 2.

Employees who work on a holiday shall receive eight (8) hours straight time pay as holiday pay, plus one and one-half (1/2) hours pay for each hour worked. Said hourly pay shall be based upon the annual salary in effect on said holiday. Employees who do not work on a holiday shall, at the employees option receive either eight (8) hours compensatory time, as accrual or time off, or eight (8) hours straight time pay.

ARTICLE 24  
RETIREMENT BENEFITS

The employer shall provide the B-4 retirement plan effective July 1, 1996 and continue the F50-25 rider for regularly employed full-time employees, for the duration of this Agreement, provided that employees will pay 2.2% of their gross salary towards the cost of the rider, the deduction of which is authorized by this agreement. A special Trust and Agency Fund will be established to hold the deducted money until it is transferred to MERS, in addition to a 3.00% Non Standard Benefit paid by the Employer.

Upon retirement, separation from the department or death, employees who have been employed for at least ten (10) full years shall receive a lump sum of \$100.00 for each full year of employment in the Charlevoix County Sheriff's Department. By way of example, the employer would pay the retired employee the following amount based on the years of employment:

10 years	\$1,000.00
20 years	\$2,000.00
30 years	\$3,000.00

In the event of death, payment will be to the employee's beneficiary.

ARTICLE 25  
HOSPITALIZATION AND LIFE INSURANCE

Section 1.

During the term of this Agreement, employer shall continue in force for all regularly employed full-time employees \$10,000 AD & D Insurance through the National Sheriff's Association. Premiums for such insurance shall be paid by the employer.

Section 2.

During the term of this Agreement, employer shall provide for all regularly employed full-time employees insurance as follows:

- (a) Blue Cross Blue Shield
  - (b) Community Blue PPO – Plan 1
  - (c) Blue Preferred Rx Prescription Drug Coverage with \$10 Generic/\$20 Brand Name Fixed Dollar Co-pay; and
  - (d) Any eligible employee hired after 8/1/05 will have their entire insurance, the employee will be responsible for paying a flat \$60.00 per pay period for dependent coverage. All employees employed prior to 8/1/05 will have no change in the way their monthly premium is paid
  - (e) Health insurance buy-out. A 50% monthly premium buy-out will be paid to any employee with proof that they have alternative coverage. This 50% buyout will be based on the amount that the County pays for an employee, not for any additional premiums that are the responsibility of the employee, including, but not limited to dependent coverage and Family Continuation (college students over the age of 19).
- (c)

Section 3. Dental Insurance

The employer shall provide for eligible employees Plan C, Dental Plan of Michigan, generally described as follows:

Plan C

Class I, preventative, diagnostic and emergency palliative-100 percent; the balance of Class I Benefits including radiograph - 50 percent.

Class II, prosthetics - 50 percent.

Maximum Contract Benefit - \$750 per person total per contract year on Class I and II Benefits.

Section 4. Sickness and Accident Insurance

Provided that all eligible employees enroll, as soon after execution of this Agreement as reasonably possible, the employer shall provide for eligible employees a sickness and accident insurance program generally described as follows:

- (a) disability income equal to 60% of basic weekly earnings up to a *maximum of \$500.00* per week,
- (b) disability income benefit starting the first (1st) day of disability absence due to injury or on eighth (8th) day of disability absence due to illness,
- (c) twenty-six (26) week maximum indemnity period,
- (d) Life Insurance of not less than \$7,000 with not less than an additional \$15,000.00 accidental death and dismemberment.

#### Section 5.

The employer's obligations under Sections 1 through 4 of this Article are limited to the timely payment of premiums when due. Benefits provided shall be as set forth in the relevant policies of insurance.

### ARTICLE 26 GENERAL PROVISIONS

#### Section 1. Equipment

- (a) Employer shall not require that an employee operate in the line of duty a vehicle reported to be not in safe operating condition. Upon such refusal, the sheriff or, in his/her absence, the undersheriff, shall, as soon as practicably possible, deliver the vehicle to a reputable automobile dealer of Employer's choice who shall determine whether the vehicle is in safe operating condition, the employee shall operate it.
- (b) Employees shall report immediately or at the end of his/her shift all defects in or damage of equipment. Reports shall be made on forms provided by employer and a copy shall be given to the employee.

#### Section 2. Accidents

Employee shall report immediately the occurrence of any accident in which he/she is involved and the nature and extent of personal injury or property damage. Employee shall provide in writing a report of said accident incorporating all information requested by employer.

#### Section 3. Darkness

During hours of darkness, to the extent reasonably necessary in the judgment of the sheriff, based upon such factors as anticipated work load due to the day of the week and/or time of the year, a certified deputy will not be assigned to road patrol alone.

#### Section 4. Facilities

Employer will furnish wash and locker facilities at the sheriff's department. Upon notification of the employee or, in the event he/she cannot be reached, the steward, the sheriff shall have access to lockers. The employee whose locker is to be opened or, in his/her absence, the steward shall have the opportunity to be present at the opening.

#### Section 5. Transportation

Where an employee is directed by employer to use his/her own transportation, he shall be reimbursed in accordance with county policy.

#### Section 6. False Arrest Insurance

The employer shall maintain as to those employees who are subject to the hazard of false arrest the presently in force insurance protection against false arrest with limits of One hundred thousand dollars/three hundred thousand dollars (\$100,000.00/\$300,000.00).

#### Section 7. Furnishing of Equipment

The employer shall furnish all required equipment necessary for the performance of employee's duties.

#### Section 8. Education

- (a) An employee required by employer to attend any school shall continue to receive his/her salary during schooling. However, during schooling the employee shall not be entitled to overtime pay.
- (b) The employer will provide tuition, reimbursement for reasonable expenses, required text books and transportation for required schooling. In the event the employee is required to provide his/her own transportation for schooling, (s)he shall be reimbursed in accordance with section 5 above for necessary trips to and from the school site. Meal reimbursement when an employee attends a school which requires overnight lodging will be in accordance with the counties policies.
- (c) The employer will post opportunities for training supported by it. The union will be responsible for removing such postings. The selection of employees for such training will not be arbitrary or capricious.
- (d) One union representative shall be allowed to attend the State Labor Council Annual Conference each year if staffing is available. The representative shall be paid their regular rate of pay and shall be allowed a maximum of two days to attend; the representative shall not be entitled



to overtime pay for this conference. No conference expenses will be paid by the employer for this representative.

#### Section 9. Service Records

The employer agrees to keep records of service reflecting the performance of each employee, including, but not limited to, citations for meritorious service awarded to those employees so entitled.

Neither the county nor its employees shall disclose as a matter of public record all or any portion of the contents of an employee's personnel record except (1) pursuant to lawful order, shall commence with the conclusion of the special conference or the date of notice to the union, whichever is later.

#### Section 10. Uniforms

All employees shall receive the following uniforms, which shall be replaced by employer as needed:

- (a) Probationary employees: 2 pants, 2 winter shirts, 2 summer shirts
- (b) Permanent employees: 4 pants, 4 winter shirts, 4 summer shirt employer will provide, when necessary, suitable rain wear
- (c) Summer weight uniforms will be provided.
- (d) County will pay \$125.00 towards footwear annually in January each year.

The cost of dry cleaning duty uniforms shall be paid for by the employer at a cleaners in Charlevoix or Boyne City with a maximum of three uniforms per week. One garrison hat, winter coats, spring jackets to be cleaned on an as needed basis.

There is one (1) exception as follows: the Beaver Island substation officer will receive \$250.00 allowance rather than cleaning.

#### Section 11. Rest Periods

Employees shall be granted a minimum rest period of eight (8) hours before having to report back to duty, except in cases of emergency.

#### Section 12. Firearms Training

Department members shall have mandatory firearms training and qualification a minimum of twice a year. The Firearms Instructor may conduct training during any shift.

#### Section 13.

Employees shall not be charged for loss or damage of employer's property or material rented or leased by employer unless clear proof of negligence is shown.

Section 14.

The employer shall provide safety and first aid materials for each vehicle. It is the responsibility of each employee to advise the employer in writing when such material is deficient or defective.

Section 15.

The employer will notify employees of opportunities for voluntary additional work at special events. Provided that employer shall have no obligation to any employee who voluntarily undertakes such work regarding payment of wages and any other benefits and time spent on such work shall not be counted as toward overtime.

Provided further, employees who undertake such work shall comply with all applicable statues, rules and regulations. It is the intent of this Article that in notifying employees of such work opportunities, employer is merely providing a service and incurs no obligations to such employees.

ARTICLE 27  
SEPARABILITY CLAUSE

It is mutually agreed that if any Section of any Article of this Agreement is declared null and void, the remaining Articles and Sections thereof shall remain in full force and effect. In the event any State or Federal authority has enacted or shall enact any legislation or has promulgated or shall promulgate any rules or regulations which make illegal any provision of this Agreement. such provision shall, on ten (10) days notice by either party, be subject to negotiation by the parties in order that such offending provisions may be modified or deleted, as the case may be, to conform to such legislation, rules or regulations.

ARTICLE 28  
DURATION, TERMINATION AND MODIFICATION OF THIS AGREEMENT

Section 1.

This Agreement is effective as of its date of execution except for those provision relating to wages as set forth in Article 21 and retirement plan as set forth in Article 24 which are effective **January 1, 2011**. This Agreement expires at midnight, **December 31, 2013**.

Section 2.

If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the terminations date, this Agreement shall

continue in full force and effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year of termination.

Section 3.

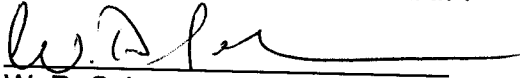
If either party desires to modify, alter, renegotiate, amend or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Such notice of desire to modify, alter, renegotiate, amend or change this Agreement, given in accordance with this Section, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate, unless all subjects of amendment have been disposed of by agreement or withdrawal at that date. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. In the event of the notices above referred to, the parties shall begin to hold negotiations no later than forty five (45) days prior to the termination date.

Section 4.

Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail addressed to the Union, in care of: Police Officer's Labor Council, 667 E. Big Beaver, Suite 205, Troy, MI 48083, and if to the Employer, addressed to Charlevoix County Sheriff, 1000 Grant Street, Charlevoix, Michigan 49720, or to any other such address the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2010.

CHARLEVOIX COUNTY SHERIFF




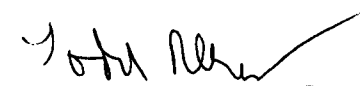
W. D. Schneider

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2010.

POLICE OFFICER'S LABOR COUNCIL

  
Field Representative

  
Robert Scholey, Steward

  
TODD REEVES / ASST STEWARD

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2010.

CHARLEVOIX COUNTY BOARD  
OF COMMISSIONERS

  
County commissioner