

FINAL FOR EXECUTION
May 14, 2008

AGREEMENT

Between

IONIA COUNTY BOARD OF COMMISSIONERS

and the

IONIA COUNTY SHERIFF

and the

POLICE OFFICERS ASSOCIATION OF MICHIGAN

IONIA COUNTY SHERIFF DEPARTMENT DIVISION

(Covering Corrections Officers and Clerks)

January 1, 2008 through December 31, 2010

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AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2006, between the Ionia County Board of Commissioners and the Ionia County Sheriff, hereinafter called the "Employer," and the Police Officers Association of Michigan (POAM), Ionia County Sheriff's Department Corrections Officers and Clerks Division, hereinafter called the "Union."

ARTICLE 1 - RECOGNITION OF THE UNION

1. Pursuant to and in accordance with all applicable provisions of Act No. 379 of Public Acts of the State of Michigan of 1965, as amended, the Employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered by the bargaining unit.

2. The bargaining unit consists of all regular, full-time employees of the Sheriff's Department of the County of Ionia who occupy any of the classifications set forth in Appendix A attached hereto.

ARTICLE 2 - MANAGEMENT RIGHTS

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and shall have the sole and exclusive right to manage its department and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, demote, discharge, layoff and recall personnel; suspension, discipline and discharge shall be for just cause for non-probationary employees; to establish, amend, supplement or delete work rules and regulations; to make judgments to ability and skill of employees; to establish and change reasonable work schedules; to provide and assign relief personnel; to schedule overtime, to continue and maintain its operation as in the past, or to modify or eliminate same, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not

specifically and expressly limited by this Agreement. The Sheriff shall not have the authority to modify an economic provision of this Agreement.

ARTICLE 3 - MANAGEMENT SECURITY

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

ARTICLE 4 - UNION BARGAINING COMMITTEE

1. The bargaining committee of the Union will include not more than three (3) representatives, two (2) of whom shall be members of the Union and one (1) shall be a non-member, who shall be designated by the Union.

2. Should a negotiation session be scheduled during the on-duty hours of a Union member, the bargaining member shall be paid his straight time rate for all on-duty hours spent in that negotiating session. He shall also be credited with the number of hours spent in bargaining during his scheduled on-duty hours as time worked during his tour of duty for that day.

ARTICLE 5 - UNION SECURITY AND CHECKOFF

1. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, the Union's dues subject to all of the following:

- a. The Union shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof.
- b. All checkoff authorization forms shall be filed with the Employer who may return any uncompleted or incorrectly completed form to

the Union's Treasurer and no checkoff shall be made until such deficiency is corrected.

- c. All other employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a percentage of the membership dues which sum shall be less than one hundred (100%) percent of said dues and which sum shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall not include, by way of example, but not by way of limitation, state, national, or other dues and assessments or other amounts for other Union activities.
- d. The Employer shall checkoff only obligations which come due at the time of checkoff, and will make checkoff deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the Union.
- e. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.
- f. Any employee covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the Employer and the amount owing the Union shall reflect accordingly with the next payment from the employee due the Union.
- g. The Union shall provide at least thirty (30) days written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the wages of the County employees as in accordance with this Article. Any change in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.
- h. The Union agrees to indemnify, defend, and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues and representation fees or in reliance on any list, notice, certification, or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

- i. The Union shall exclusively use the following checkoff authorization form as herein provided for:

CHECKOFF AUTHORIZATION FORM

POLICE OFFICERS ASSOCIATION OF MICHIGAN
IONIA COUNTY DIVISION

I hereby request and authorize you to deduct from wages hereafter earned by me while in the County's employ, my POAM dues of \$_____ per month. The amount deducted shall be paid to the Treasurer of the Union, according to the Agreement reached between the Employer and the Union.

This authorization shall remain in effect until by written notice to the Employer, I request its revocation.

PRINT: Rank Last Name First Name Middle Initial

Date deduction is to start:

Month Year Signature

Address

City State

ARTICLE 6 - GRIEVANCE PROCEDURE

1. For the purposes of this Agreement, a "grievance" is defined as an alleged violation of the specific terms of this Agreement by an employee or the Union.

2. All grievances shall be in writing and shall include: time, date, the alleged contractual violation or written rule or regulation that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired, and the signatures of the Grievant and the Union representative.

Step 1. Grievances shall be presented promptly, and in all cases, no later than seventy-two (72) hours after the date the grievance occurred, or seventy-two (72) hours from the time the employee should have reasonably known he had grounds for a grievance.

The grievance shall first be presented to the employee's immediate supervisor (not, however, a bargaining unit employee). The employee's immediate supervisor shall acknowledge receipt of the grievance with his signature and by entering the time and date received. A copy of the acknowledged grievance shall be returned to the Grievant or his representative.

The employee's immediate supervisor shall give his written answer within seventy-two (72) hours after receipt of the grievance.

Step 2. If the answer in Step 1 is unsatisfactory, the Grievant and the Union may, within three (3) days from receipt of the Step 1 answer, appeal the matter to the Sheriff. This appeal must be signed by the Grievant and the Union. The Sheriff shall give his written answer within seventy-two (72) hours after receipt of the appealed grievance.

Step 3. If the answer in Step 2 is unsatisfactory to the Grievant, the Grievant and the Union may within three (3) days from receipt of the Step 2 answer, appeal the matter to the a Committee of the Ionia County Board of Commissioners established to hear grievances. This appeal must be signed by the Grievant and his Union representative. Decisions made by the Sheriff or his

designee regarding discipline may not be changed by the Committee.

The Committee shall as soon as reasonably possible but no later than twelve (12) days after receipt of this appeal by the Chairman of the Committee in the case of appeals involving suspension or discharge and thirty (30) days in all other cases, schedule a meeting to hear the dispute and render a written decision. (This period shall not include Saturdays, Sundays, or holidays). This meeting shall, at the option of the Union, include or not include its non-Union member.

Any decision rendered by the Committee, that is satisfactory to the Grievant, shall be final and binding upon the Union and upon all concerned and involved County Officials, either elected or appointed, including, but not limited to, the Sheriff, the Undersheriff, and any of their designated representatives, excluding disciplinary matters.

Step 4. If the decision of the Committee, or the Sheriff on disciplinary matters, is unsatisfactory to the Union it may appeal the matter to arbitration as provided below.

Notwithstanding any contrary provision in this contract, the only matters which may be submitted to arbitration are on grievances pertaining to the interpretation of the "economic provisions" of this contract resulting in loss of pay or economic benefits, or disciplinary action imposing unpaid time off. Any discipline which did not result in unpaid time off such as letter of reprimand, et cetera, cannot be submitted to arbitration. The rules of the Federal Mediation and Conciliation Service (FMCS) apply unless specifically modified herein.

Within seven (7) days from receipt of the decision of the Committee, the Union shall file a request in writing for arbitration with the Federal Mediation and Conciliation Service. A copy of such request shall be given to the Sheriff and the Committee. Upon receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall attempt to choose an arbitrator by mutual agreement.

If the parties do not agree, the arbitrator shall be selected by the parties alternately striking a name from the list until only one (1) name remains, which person shall be selected as arbitrator. The arbitration panel shall include only names of arbitrators within a 100-mile radius of the City of Ionia.

3. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

4. The arbitrator shall have no power to amend, add to, alter, ignore, change, or modify any provisions of this Agreement or the written rules or regulations of the Department, and his decision shall be limited to the application or interpretation of the above, and to the specific issue presented to him. However, within the limitations of this provision, the arbitrator shall have the power to award the remedies he considers appropriate to the circumstances.

The arbitrator shall render his decision in writing as soon after the hearing as possible, and the fee and expenses of the arbitrator shall be borne equally by the parties hereto.

The decision of the arbitrator shall be final and binding upon the parties, including the Union, its members, the employees involved, the County and its Officials, the Board of Commissioners, the Sheriff, and their designated representatives.

5. Time limits set forth in this grievance procedure shall be strictly adhered to unless such time shall be extended by mutual written agreement of the parties. Saturdays, Sundays, and holidays shall not be counted for the purposes of submitting written grievances or written decisions. If a time limit is not met in the filing of an appeal of a grievance to the next step, the grievance shall be considered settled on the basis of the decision set forth in the last completed step.

ARTICLE 7 - ADMINISTRATIVE PROCEDURE

1. An employee who is called into an interview with a representative of the Employer, and who can reasonably anticipate disciplinary action stemming from the interview, is entitled, upon request, to have a union representative present at the interview.

2. A discharged or suspended employee will be allowed to discuss their discharge or suspension with their union representative and the Employer will make available an area where they may do so before they are required to leave the property of the Employer, unless conditions warrant immediate removal of the employee.

3. Should the discharged or suspended employee consider the discharge or suspension to be improper, a grievance may be filed in writing at Step 2 of the Grievance Procedure within three (3) days of the discharge or suspension. In the event no grievance is filed within that period, the matter shall be deemed dropped by the employee and the union.

ARTICLE 8 - HOURS AND RATES OF PAY

1. Full-time employees covered hereby will be scheduled to work an average of eighty (80) hours per two week pay period. Such hours shall include one (1) lunch break and two (2) coffee breaks, the coffee breaks to be taken in each half of the work shift. Fifteen (15) minutes of the lunch period for corrections officers (including sergeants and lieutenants) will be unpaid. The regular schedule for personnel in all other classifications covered by this Agreement shall be an overall eight (8) hour day which shall include a one-half hour unpaid lunch period of such employee is permitted to leave the building during that time and a one-half hour paid lunch period for those who are not permitted to leave the building during that time. All employees will be in uniform (if uniformed) and ready to begin work at the start of their shift.

The Sheriff, at his discretion, may schedule eight (8) hour, ten (10) hour, or twelve (12) hour workdays in the normal workweek.

2. It is anticipated that the needs of the Department may require an Officer to work overtime. Overtime must be directed and authorized by the Sheriff, or his authorized representative. It does include Sheriff mandated training sessions, consultations with prosecuting officials, and signing of complaints.

Officers who work overtime shall be compensated according to the following: the Sheriff shall have the option of (1) paying the overtime at the rate of time and one-half (1-1/2) the regular hourly rate, or (2) providing compensatory time off at the rate of time and one-half (1-1/2) off for each hour of overtime worked, but employees shall not be able to accumulate more than forty (40) hours of compensatory time off at any time.

Overtime for officers and clerks shall be divided and rotated as equally as possible on an annual basis. For the purpose of this provision, any time not worked because the employee was unavailable, or did not choose to work, will count as hours worked for the purpose of equalization. If the hours are not equalized within forty (40) hours, the employee so affected will be offered the next available overtime until equalized within forty (40) hours. The above shall also apply to the below situation. When an employee calls in sick the first day only shall be offered to a full-time employee and any remaining sick days may be filled by part-time employees. The above shall not affect Article 32, Section 8.

If the Sheriff authorizes two week work periods for jail officers, sergeants, and/or lieutenants of a 36 hour work week followed by a 44 hour work week or vice-versa, then eighty (80) hours in each fourteen (14) consecutive day work period shall constitute a regular work period for all jail officers, sergeants, and lieutenants working the 36/44 hour schedule, in accordance with Section 207(K) of the Federal Fair Labor Standards Act [29 USC 207(K)]. Time and one-half shall then be paid or compensatory time off at the rate of time and one-half for all hours worked over eighty (80) hours in any fourteen (14) consecutive days work period for these. For purposes of computing overtime, holidays, vacation days, funeral leave, and sick time designated in this contract shall be considered as time worked, provided that time falls within the regular scheduled work period. Thus, for example, when an employee works thirty-six (36) hours one week and the next week works forty-four (44) hours that employee will not be paid overtime.

3. Employees covered hereby who are called back to work and who return to their work location after having completed their tour of duty for the day for reasons other than times spent in court testifying, time spent signing complaints and official documents or writing reports, and attending previously scheduled meetings, shall receive a two (2) hour minimum call back payment at the rate of time and one-half (1-1/2).

4. A monthly work schedule showing the normal work days for every member of the bargaining unit shall be posted by the 15th day of the preceding month. Employees shall be scheduled for the same shift per each quarter. The schedule may be changed for scheduling of training, court appearances of two (2) or more days, staffing shortages, or emergencies. Employees may change scheduled days off after the schedule has been posted with permission of the Sheriff.

Employees shall be allowed to select their shifts in accordance with their classification seniority with the right of the Sheriff to change the selection if the Sheriff believes that it is in the best interest of the department.

5. Payments for overtime or call back time shall not be duplicated for the same hours worked as herein provided.

6. An off-duty employee in the bargaining unit, when required to appear in court for official Ionia County business, shall receive a minimum of two (2) hours pay at the employee's regular straight time hourly rate of pay. Any time over the minimum stated time shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay. An off-duty employee in the bargaining unit, for the purposes of this provision, is one who is not scheduled to work during the same hours he is to be in court.

Employees in the bargaining unit required to testify in court shall not be entitled to witness fees, but shall be entitled to mileage if required to use their own car.

7. Any overtime and/or call back time worked by an employee without prior authorization of the Sheriff or his designee will not be compensated for by the terms of this Agreement, it being specifically noted that the authorization of any overtime is discretionary with the Sheriff or his designee.

ARTICLE 9 - LONGEVITY

Persons hired after June 1, 1986, are not eligible for longevity pay.

An employee hired prior to June 1, 1986, who received longevity pay in December, 1987, under a prior contract provision will continue to receive longevity pay, but the amount of such longevity pay will not be greater than the dollar amount paid to that employee for longevity pay in 1987. Longevity payments will be made on the first payday in December of each year.

ARTICLE 10 - LIFE INSURANCE

The Employer will pay the premiums to provide the full-time employees covered by this Agreement who have not attained the age of 65 with life insurance of \$10,000 and accidental death insurance of \$20,000. (Benefit amounts described above in this paragraph reduce after a participant attains age 65). Details of the life insurance may be obtained from the County Clerk's office.

ARTICLE 11- RETIREMENT BENEFITS

The Employer may continue the current retirement plan, or a similar plan with a different administrator, or may substitute a defined contribution plan. The Employer will agree to meet with the Union to explain any defined contribution plan it decides to substitute for the current defined benefit plan.

Effective thirty (30) days after this Contract is executed by the parties in 1998, the MERS program noted below shall be implemented:

B-1
F-55 with 25 years of service
10 years to vest
FAC - 5

Prior years of service shall not be counted towards the MERS program. Employees shall pay 3% of the cost by payroll deduction, and the Employer shall pay any amount over 3%.

Effective January 1, 2009, the MERS benefit shall be increased from a B-1 to a B-3 per a January 25, 2008, actuarial report secured by the parties. All other MERS benefits shall remain the same. Also effective January 1, 2009, the employer shall pay seven percent (7%) of the employees' wages toward the costs for the plan and the employees shall pay the remainder of the costs for the plan through payroll deduction.

ARTICLE 12 - LIABILITY INSURANCE

The Employer will continue to provide liability insurance for employees of the Sheriff's Department.

ARTICLE 13 - SENIORITY

1. Seniority is defined as the length of continuous service with the Employer since the employee's most recent date of hire in the bargaining unit. When an employee completes the probationary period, he shall be entered on the seniority list from the most recent date of hire. If two (2) or more employees are hired on the same date, seniority ranking shall be determined by drawing names from a hat. There shall be no seniority among probationary employees. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. If a certified corrections command officer is laid off, the effected command officer may bump the lower senior corrections officer in the bargaining unit, provided the laid off certified corrections command officer has more rank seniority than the corrections officer being bumped.

2. The Employer shall maintain a roster of employees, arranged according to seniority showing name, position class, and seniority date, and shall furnish a copy to the Union the first month of each year or as soon as practicable the first year.

3. An employee shall lose his status as an employee and his seniority if:

- a. He resigns or quits.
- b. He is discharged or terminated with just cause.
- c. He retires.
- d. He is convicted of, or pleads guilty or no contest to, a felony or circuit court misdemeanor.
- e. He has been on layoff for a period of time equal to his seniority at the time of his layoff or eighteen (18) months, whichever is lesser.
- f. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for two (2) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.
- g. He fails to complete the Jail Officers Training School satisfactorily.
- h. He has been promoted out of the unit and he has completed his probationary period in the new position. The probationary period in the new position is not to exceed one (1) year. The Employer has the right to return the employee, or the employee has the option to return to his former position during the probationary period, which cannot exceed one (1) year..

4. An employee on unpaid medical leave (other than workers compensation) for more than eighteen (18) months shall not continue to accrue seniority.

ARTICLE 14 - PROBATIONARY PERIOD

All employees in the bargaining unit shall be considered probationary employees for the first six (6) months of his or her employment.

A probationary employee may be discharged at any time by the Sheriff in his sole discretion, and such discharge shall not be subject to the grievance procedure. If the Sheriff, in his discretion, determines he needs additional time to evaluate a probationary employee's performance, he may extend the probationary period for up to an additional six (6) months. If the Sheriff determines to extend the probationary period, he will provide the employee a written statement of the reasons for the extension.

ARTICLE 15 - NEW OR CHANGED JOBS

If a new classification is established within the unit, the Employer will notify the Union prior thereto. The rate for such job shall be subject to collective bargaining.

In the event a new position is created or a job opening occurs within the bargaining unit, the employees will be given an opportunity to transfer on the basis of qualifications, ability to perform the work, and seniority.

ARTICLE 16 - EXPERIENCE

New employees may be given credit on the salary schedule upon completion of the probationary period for prior experience which qualifies him or her under the Sheriff's Department job duties upon approval of the Sheriff and the County Administrator.

ARTICLE 17 - LAYOFF AND RECALL

1. A layoff is defined as a reduction in the work force.
2. In case of layoff, the following procedure will apply. Probationary employees within the affected classification shall be laid off first, then employees with the least seniority in that classification shall be laid off, provided, however, the senior employee retained is qualified, has the ability to perform the work, and can work the schedule required. An employee who is laid off from his classification (Appendix A) will be permitted to displace an employee in another classification (Appendix A) with less seniority provided he is qualified (in the Employer's judgment) and can work the schedule required.
3. An employee who is laid off will have his name remain on the recall list for a period of time equal to his seniority at the time of his layoff or eighteen (18) months, whichever is lesser. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Department before other persons are selected for employment or promotion in those ranks.
4. Employees to be recalled from layoff shall be given a minimum of five (5) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.
5. Employees to be laid off indefinitely are to be given at least one (1) calendar week prior notice.

6. Employees who are laid off will be entitled to any earned, but unused vacation pay at such time as they are laid off.

ARTICLE 18 - SCHEDULED DAYS OFF

1. Because Corrections Officers are required to work regardless of calendar weekends; i.e., Saturdays and Sundays, the Employer grants off in lieu thereof and refers to these as "scheduled days off."

2. Employees covered hereby may change a scheduled day off after the schedule has been posted, if they receive permission from the Sheriff.

3. Scheduled days off, as herein provided for, may be postponed for emergency purposes, however, the employee shall receive time and one-half (1-1/2) at the discretion of the Employer.

ARTICLE 19 - SICK LEAVE

1. Each full-time employee covered hereby shall earn sick leave credit at the rate of eight (8) hours with pay for each completed month of service beginning with his date of hire; provided, however, that no employee may use, or have paid out, his or her sick leave until after completion of their probationary period.

2. Unused sick leave credit shall be cumulative to a maximum of seven hundred, twenty (720) hours. After accumulation of seven hundred twenty (720) hours, an employee will be credited with additional sick leave as provided in Section 1, and any additional sick time so credited to that employee and not used will be paid at one-half (1/2) on the employee's next anniversary date to reduce the accumulation down to seven hundred, twenty (720) hours.

3. An employee eligible for sick leave may use such leave upon approval of the Sheriff for absence due to the employee's illness or injury. An employee taking sick leave shall inform his immediate superior of the fact and the reason thereof as soon as possible, and failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The Sheriff may require proof of medical treatment when he deems it appropriate.

4. Absence for a fraction or a part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not less than two (2) hours.

5. Unused sick leave shall be paid upon the retirement, resignation or dismissal of the employee from service of the Employer at the rate of one-half (1/2) the annual pay, based upon the previous January 1.

6. Eight (8) hours sick leave may be used each year when required for the employee's personal business if arrangements are made at least two (2) days in advance. A second such personal leave day may be used without being charged against sick leave.

7. The Employer will provide disability payment for each eligible employee as income protection for employees who have been disabled for at least one hundred twenty-six (126) calendar days and will pay no less than sixty-six percent (66%) of gross pay for a period of up to one hundred eighty (180) calendar days. Employees must use sick time (if available) during the one hundred twenty-six (126) calendar day elimination period. Employees who are receiving workers' compensation pay are not eligible for disability payment under this section. This time shall count toward the Family and Medical Leave Act.

ARTICLE 20 - HOSPITALIZATION, MEDICAL AND DENTAL COVERAGE

1. Health insurance is to be provided as follows. This benefit is not retroactive, and shall be effective as soon as administratively possible.

a. BCBSM Traditional, first-dollar coverage, with a \$10 generic/\$20 brand name prescription plan.

b. BCBSM Comprehensive Major Medical insurance will have a \$500 annual deductible, 80%/20% co-insurance to an annual maximum amount to be paid of \$1,000 for covered services, with a \$10 generic/\$20 brand name prescription plan.

c. BCBSM PPO #6 with in/out network service coverage. In-Network \$250 deductible with 90%/10% co-insurance to an annual maximum amount to be paid of \$1,000 a member for covered services, with a \$15 generic/\$30 brand name prescription plan.

d. Priority Health HMO with 100% inpatient, \$10 office visit co-payments and a \$10 generic/\$20 brand name Formulary prescription plan.

All plan selections require an employee contribution equal to 10% of the premium plan selected, which will be deducted through payroll deduction. Effective January 1, 2007, the employee contribution rate shall be eleven percent (11%) of the health insurance premium taken by payroll deduction.

These descriptions are intended to be a brief summary of the plans offered, and details are available from the Finance Department.

The Employer reserves the right to change carriers and/or coverages as long as the coverage is comparable to what the employees have.

2. Employees who are eligible for the health insurance benefits and have elected, in writing, not to participate shall be entitled to a taxable insurance option payment in the amount of Fifty Dollars (\$50.00) per month of non-participation, provided they have insurance from another source. Employees may make the election not to participate at the end of any month and may only re-enroll within the regulations of the insurance carrier. The Employee must provide evidence of coverage through another policy.

3. The Employer will reimburse employees for proven medical, dental and vision expenses (dollar for dollar - evidenced by paid bill or canceled check), not to exceed Seven Hundred (\$700.00) Dollars in each calendar year for the employee, his spouse and dependent children. Dental and vision expenses may be submitted on a quarterly basis. The dental/vision payment and \$50 per month taxable insurance option payment shall be correlated/included in a Section 125 plan. The above shall be under Section 105 of the Internal Revenue Service (IRS) Code and subject to IRS rules and regulations. Effective January 1, 2010, the Medical/Dental/Vision Reimbursement shall be increased to Eight Hundred (\$800) Dollars.

4. An employee on medical leave of absence will receive hospitalization insurance coverage for the remainder of the month in which the employee exhausted his/her accrued sick pay and vacation time (or would have exhausted them, if used) plus three (3) additional months. After that, the employee may continue coverage for an additional three (3) months by paying the monthly cost of the premium to the Employer. In case of employees on medical leave due to a work related illness or injury, the Employer will continue hospitalization coverage for twelve (12) months from the date the employee exhausted his/her accrued sick pay and vacation time (or would have exhausted them, if used). After that, the employee may continue coverage for up to twelve (12) additional months by paying the premiums to the Employer, provided the insurance carrier permits such continuation. The above shall be counted toward the Family and Medical Leave Act (FMLA).

5. Employees will not accrue benefits for any period of time on leave of absence after the employee has exhausted his/her accrued sick pay and vacation (or would have exhausted them, if used), which shall be first used in any medical leave of absence.

ARTICLE 21 - VACATION LEAVE

11/10/09
Sent
Mason
(with email)

1. Vacation time shall be based on length of service and each employee will become eligible for vacation according to the following schedule, upon the anniversary date of his employment.

40 Hours	After completion of 1 full year of service
80 Hours	After completion of 2 full years of service
120 Hours	After completion of 6 full years of service
160 Hours	After completion of 10 full years of service

2. If a legal holiday falls within an employee's vacation, he will be given an extra eight (8) hours which will be added to the vacation.

3. An approved leave of absence will not be considered a break in an employee's service record when determining his vacation allowance under the vacation plan.

4. Vacations may be taken at any time during the year, however, they are subject to scheduling according to the needs of the Department. Vacation requests must be filed in writing with the Sheriff at least thirty (30) days in advance of the schedule being posted. If more employees request the same vacation time off than can be spared, seniority shall prevail.

5. If requested by the Sheriff, an employee may, at his option, accept pay in lieu of vacation time off up to a maximum of forty (40) hours per year.

6. If an employee quits the service of the Employer after completing at least one (1) full year of continuous full-time service, he will receive vacation pay according to the above plan. However, said employee must leave in good standing and give the Employer at least two (2) weeks notice of his intent to leave. In case of death, the vacation money will be paid to the spouse or family of the deceased employee.

7. Scheduled days off may be taken with vacations.

ARTICLE 22- FUNERAL LEAVE

1. If a death occurs among members of an employee's immediate family, the employee will be excused from work for twenty-four (24) work hours without loss of pay. If additional time off is needed, accumulated compensatory time may be used. Further time in extenuating circumstances may be allowed with permission of the Sheriff.

2. The immediate family shall be: wife or husband, child, father, mother, sister, brother, father-in-law, and mother-in-law.

3. The Employer is to be notified immediately of a death in the family and the extent of the expected absence.

4. A personal leave day may be used for purposes of attending the funeral of an aunt, uncle, nephew, niece, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, stepparent or half brother or sister. Further time may be allowed by the Sheriff in extenuating circumstances.

ARTICLE 23 - NON- MEDICAL PERSONAL LEAVE

The Sheriff for good cause shown may grant an unpaid personal leave of absence. An extension of leave of absence may be granted at the Sheriff's sole discretion provided it is requested prior to the termination of the unpaid personal leave. Any employee granted such unpaid leave shall not have his/her benefits accrue and/or continue.

ARTICLE 24 - MEDICAL VERIFICATION

Medical leave is subject to the Employer's right to require medical proof of illness or injury. Any employee returning to work from a medical leave may be required to present a doctor's certificate that the employee is physically or medically able to perform the required work. Any physical or medical condition which may affect an employee's ability to perform his/her duties should be reported promptly, whether they occurred on the job, or not. In situations where the employee's physical or mental condition reasonably raise a question as to the employee's capability to perform his/her job, the Employer may require a medical examination by a doctor of Employer's choice and at Employer's expense if not covered by the employee's insurance, and if cause is found, require the employee to take a medical leave of absence. Medical leaves will be without pay, except as otherwise provided. Such time shall be counted towards FMLA.

ARTICLE 25 - FAMILY AND MEDICAL LEAVE ACT

Nothing in this Agreement will be construed to diminish the rights of any employee or the Employer as provided in the Family and Medical Leave Act.

ARTICLE 26 - AMERICANS WITH DISABILITIES ACT

The Union understands that the Americans With Disabilities Act requires Employer to make reasonable accommodation of employees with handicaps and agrees that, in case any provision in this Agreement conflicts with the duty to accommodate, the duty to accommodate will prevail. It is understood that an accommodation made to an individual under ADA will depend on the facts and will not necessarily constitute a precedent in another case.

Letter of Understanding between the Police Officers Association of Michigan (Union), the County of Ionia and the Sheriff of Ionia (Employers).

The POAM, County and Sheriff of Ionia, hereby agree to modify the language, in Article 27, contained in the collective bargaining agreement between the parties, dated, 1/1/07 through 12/31/09.

Effective July 1st, 2009, the following language shall replace Article 27, Holidays, in its entirety.

1. Employees shall receive eight (8) hours of Holiday Paid Time Off (HPTO) for the following holidays, provided they meet the eligibility requirements set forth below. Employees may bank up to a maximum of one hundred (100) hours in any year. HPTO will be credited at a rate of 44 hours in January and 64 hours in July, but are not earned until the date of the actual Holiday. HPTO may be taken after the hours are credited and with the approval of the Sheriff or his designee. Upon the date an employee is no longer employed within the unit, any HPTO taken but not yet earned will be deducted from the employee's final paycheck. Any HPTO not used by December 31st shall be paid to the employee at the rate of pay on December 31st in the first pay period in January.

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents Day	Thanksgiving Day
4 Hours Good Friday	Friday After Thanksgiving
Memorial Day	4 Hours Christmas Eve Day
Independence Day	Christmas Day
Labor Day	4 Hours New Years Eve Day
	8 Hours Floating Holiday ^{3/4}

2. HPTO shall be requested in advance by the employee and be subject to approval by the Sheriff or his designee. If more employees request the same day off than can be spared, seniority shall prevail. Employees who normally work a Monday through Friday schedule on special assignment (currently this includes the assignments of CMET, Detective, Court Officer and School Liaison Officer) may be scheduled off on a holiday and required to utilize HPTO for that holiday.

3. Employees who work a paid holiday shall be paid time and one half (1 ½) for hours worked on the holiday.

4. Employees eligible for HPTO are subject to the following conditions and qualifications:

- A. The employee must work his/her regularly scheduled shift hours on the first day prior to the holiday, the first day after the holiday, and the day of the holiday, unless excused by the Sheriff or his designee.
- B. The employee must not be suspended for disciplinary reasons.
- C. The employee must not be on layoff or a leave of absence, Layoffs may not be used to circumvent HPTO.
- D. An employee who is scheduled to work on a holiday but fails to report to work, unless otherwise excused, shall not be entitled to HPTO.
- E. The Employee may be required to provide medical proof to the Sheriff or his designee upon returning to work, which necessitated the absence of the scheduled work day in Paragraph A. Failure to provide medical proof to the Sheriff may result in the denial of HPTO and the employee may be subject to discipline for fraudulent use of sick time.

In addition to the language changes above:

- 1. For 2009, an employee who has not already used his/her floating holiday will be credited with an additional eight (8) hours of HPTO on July 1st.
- 2. The Union agrees to withdraw grievances #09-167/168/169.

County of Ionia

James L Banks 4-23-09

Sheriff

[Signature]

POAM

[Signature]

Union President

[Signature]

ARTICLE 27 - HOLIDAYS

1. Employees will receive eight (8) hours pay for the following paid holidays, provided they meet the eligibility requirements set forth below. The Board of Commissioners shall determine the day the holiday is celebrated.

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
4 Hours Good Friday	Friday after Thanksgiving
Memorial Day	4 Hours Christmas Eve Day
Independence Day	Christmas Day
Labor Day	4 Hours New Years Eve Day

2. An additional eight (8) hour paid floating holiday shall be provided for each employee. Such holiday shall be requested in advance by the employee and be subject to approval by the Sheriff. If more employees request the same day off than can be spared, seniority shall prevail.

3. Employees who work on a paid holiday shall be paid time and one-half (1-1/2) for hours worked on that holiday.

4. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- a. The Employee must work his/her regularly scheduled shift hours on the first day prior to the holiday, the first day after the holiday, and the day of the holiday, unless excused by the Sheriff or his designee.
- b. The employee must not be suspended for disciplinary reasons.
- c. The employee must not be on layoff or a leave of absence. Layoffs may not be used to circumvent holiday pay.
- d. An employee who is scheduled to work on a holiday but fails to report to work, unless otherwise excused, shall not be entitled to holiday pay.
- e. The Employee may be required to provide medical proof to the Sheriff or his designee upon returning to work, which necessitated the absence of the scheduled work days in paragraph A. Failure to provide medical proof to the Sheriff may result in the denial of

holiday pay and the Employee may be subject to discipline for fraudulent use of sick time.

ARTICLE 28 - LEAVE FOR UNION CONFERENCES AND CONVENTIONS

1. The Employer will grant leaves of absence without pay to members of the bargaining unit of the POAM for the following functions:
 - a. One (1) man for twenty-four (24) work hours every other calendar year to attend the POAM national meetings. If more time is required for such function than here provided, a pass day will be scheduled in conjunction therewith if adequate notice is given.
 - b. One (1) man for twenty-four (24) work hours to attend the POAM State of Michigan meetings each calendar year.
2. Once a month the Division President or one other designated employee may be excused for the local division meeting, without pay, if he is scheduled to work.

ARTICLE 29 - UNIFORMS AND CLOTHING

1. In the selection, procurement, and issuance of uniforms, the Employer will give due consideration to the items, numbers, materials, and quality consistent with the needs, use, function, and responsibility of the Officer.
2. The Employer shall be responsible for the dry cleaning and laundering of all uniforms issued by the Department. Plain clothes officers shall be permitted the cleaning and laundering of civilian clothes used in Departmental work.
3. During the first year of employment of a member of this bargaining unit, the Employer shall furnish three (3) complete winter and three (3) complete summer uniforms and leather gear (excluding shoes). On each anniversary date thereafter of each Corrections Officer, said Corrections Officer shall receive replaceable items if needed.
4. Uniformed employees shall receive a total of One Hundred Dollars (\$100.00) in general clothing reimbursement per year.

ARTICLE 30 - PARKING AND TRAVEL

1. In the procurement of motor vehicles for patrol purposes, the Employer shall use that equipment necessary for the Officers to perform their duties and responsibilities related to the safety of the officer.

2. When the employee shall find the equipment furnished by the Employer as unsafe for use in the performance of his/her assigned duties, the employee shall be required to immediately report the condition to his immediate supervisor, and, if the condition is not satisfactorily resolved in a reasonable period of time, the employee may have recourse to the grievance procedure as provided herein.

ARTICLE 31 - COMMUNICATIONS

All communication equipment shall continue to be of standard quality and specifications and in good working order as in the past.

ARTICLE 32 - MISCELLANEOUS

1. The employee shall use all safety devices as may be specified by the County.

2. There will be a bulletin board available in each building where the employees report, portions of which shall be made available to the Union for their announcements. No posting shall be made on such boards until first approved by the Sheriff, which approval shall not be unreasonably withheld.

3. If during the term of this Agreement any part of the provisions contained herein are rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

4. To be entitled to any vacation or sick leave pay out, an employee terminating his or her employment must give the Employer at least two (2) weeks written notice before his or her effective date of termination and must work those two weeks.

5. 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 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 herein in this Agreement. Therefore, the Union and the Employer, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement or with respect to any subject not referred to or covered in this Agreement, whether or not such subject may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

6. The Employer may make use of part-time personnel provided that such use shall not be for the purpose of replacing regular, full-time employees.

7. Seniority will be among the considerations when determining shift assignments.

8. The County may hire temporary employees to replace employees off on leaves of absence or to fill temporarily vacant positions and as provided below. Temporary employees may be used for a maximum of six (6) months or the length of the employee's absence, and will be paid the starting rate of the job and shall receive no benefits or seniority.

The County may hire temporary employees for other temporary purposes, provided that they do not replace full-time employees or cause the layoff of a full-time employee. No full-time employee will be laid off so long as temporary employees are working in the same classification.

The six (6) month period provided above may be extended for an additional ninety (90) days or the length of the employee's absence, subject to the same provisions.

Temporary employees are not required to join the Union.

9. Corrections Training Officers (CTO) may be assigned by the Sheriff to train newly hired employees.

Any officer assigned by the Sheriff to be a CTO shall receive one and one-half (1-1/2) hour additional straight pay for each shift worked with a new employee.

It shall be at the sole discretion of the Sheriff how long a new employee shall be assigned to a CTO.

10. The residency area shall be defined as an area twenty (20) miles in any direction from the Ionia County line. All employees must become residents of the residency area within twelve (12) months of their date of hire and remain residents of the residency area thereafter as a condition of employment. An employee who fails to comply with this Section may be terminated. A new employee who does not reside in the residency area at date of hire will report to the Sheriff after six (6) months of employment regarding his residency status.

11. The masculine pronoun, wherever used in this contract, shall include the feminine pronoun, and the singular pronoun shall include the plural, unless the context clearly otherwise requires.

12. When the contract implies that approval of the Sheriff is required, such approval may be given by an Authorized Designee of the Sheriff. The Sheriff shall maintain the sole right to appoint an Authorized Designee.

TERM OF AGREEMENT

THIS AGREEMENT shall become effective on January 1, 2008 unless provided otherwise herein, and shall remain in force until midnight, December 31, 2010, and thereafter for successive periods of one (1) year unless either party shall, on or before the 60th day prior to the expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify or later, have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

FOR THE UNION:

[Signature]
John Baar
Lisa Sitzger

Date: 5/19/08

FOR THE COUNTY:

James L Banks

Date: _____

FOR THE SHERIFF:

[Signature]

Date: 5-19-08

APPENDIX A

Wages: The following annual schedule for bargaining unit employees will be effective on the dates shown below:

Jail Officers

	2008	2009	2010
Start	\$15.80 ✓	\$16.12	\$16.52 ✓
	\$15.96 (2)	\$16.28 (2)	\$16.69 ✓ (2)
	\$16.12 (3)	\$16.44 (3)	\$16.85 ✓ (3)
1 Year	\$16.52	\$16.85	\$17.27 ✓
	\$16.69 (2)	\$17.02 (2)	\$17.44 ✓ (2)
	\$16.85 (3)	\$17.19 (3)	\$17.62 ✓ (3)
2 Years	\$17.65	\$18.00	\$18.45 ✓
	\$17.83 (2)	\$18.18 (2)	\$18.63 ✓ (2)
	\$18.00 (3)	\$18.36 (3)	\$18.82 ✓ (3)
3 Years	\$18.08	\$18.44	\$18.90 ✓
	\$18.26 (2)	\$18.62 (2)	\$19.09 ✓ (2)
	\$18.44 (3)	\$18.81 (3)	\$19.28 ✓

Clerk

	2008	2009	2010
Start	\$11.16	\$11.38 ✓	\$11.66 ✓
1 Year	\$13.34	\$13.61 ✓	\$13.95 ✓
2 Years	\$14.75	\$15.05 ✓	\$15.43 ✓
3 Years	\$15.76	\$16.08 ✓	\$16.48 ✓

Shift Premium: The following shift premiums shall apply to all wage classifications:

- Second Shift: (3-11) 1%
- Third Shift: (11-7) 2%

* Retroactive to January 1, 2008 for employees employed upon the date of ratification by the parties.