

**ORIGINAL FOR EXECUTION
10-1-2007**

AGREEMENT

Between

ISABELLA COUNTY BOARD OF COMMISSIONERS

and the

SHERIFF OF ISABELLA COUNTY

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective: January 1, 2007 - December 31, 2009

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AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2007, effective the first (1st) day of January, 2007, by and between the ISABELLA COUNTY BOARD OF COMMISSIONERS and the ISABELLA COUNTY SHERIFF, together hereinafter referred to as the "Employer", and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM), together hereinafter referred to as the "Union".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the County, the Sheriff, and employees in the bargaining unit covered by this Agreement.

The parties recognize that the interest of the community and the job security of the employees depend upon the County and the Sheriff's success in establishing a proper service to the community.

To these ends, the County, the Sheriff, and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I RECOGNITION

1.1: Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the POAM as the exclusive agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all employees employed in the Isabella County Sheriff's Department in the following-described unit:

All full-time deputies.

But excluding: All special deputies, the chief matron, detective sergeants, sergeants, jail administrator, cook, part-time deputies, corrections officers, dispatchers, police clerks and employees, captain, undersheriff and all other supervisors and all other employees.

1.2: Other Agreements. In view of the recognition herein granted to the Union, the Employer hereby agrees not to enter into any Agreement with any other labor

organization with respect to employees included in the collective bargaining unit described herein.

ARTICLE II REPRESENTATION

2.1: Steward. The Employer agrees to recognize one (1) non-probationary Steward who shall be elected or selected by the Local Union from employees in the Collective Bargaining Unit. It shall be the function of the Steward to process grievances and to assist in the administration of this Agreement as provided herein. An Alternate Steward may be selected who shall serve only in the absence of the Steward. If it becomes necessary for the Steward to leave his work in order to process a grievance, he shall first obtain permission from the Sheriff or his designee. The Union shall notify the Employer in writing of the names of its Steward and Alternate Steward before they shall be recognized.

2.2: Lost Time. The Employer agrees to compensate the Steward for any reasonable time lost from his regular work schedule at his straight time regular rate of pay, as the result of his duties.

2.3: Special Conferences. Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made.

ARTICLE III UNION SECURITY AND CHECKOFF

3.1: Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit, within thirty (30) days from the date of their employment within the Isabella County Sheriff's Department or the execution date of this Agreement, whichever is later, shall become members of the Union or pay a service fee equal to but not to exceed the periodic monthly dues of a Union member to the Union for labor services as uniformly required by the Union, for the duration of this Agreement. Employees shall be deemed to be in compliance with this Section if they are not more than thirty (30) days in arrears in payment of membership dues or service fees, whichever is appropriate.

3.2: Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share in the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes,

however, that it is required under this Agreement to represent all employees included in the collective bargaining unit without regard to whether or not the employee is a member of the Union.

3.3: Payroll Deduction. The Employer agrees to deduct from the wages of its employees covered by this Agreement service fees uniformly required by the Union, provided the Union first furnishes to the Employer an authorization for checkoff of such service fees signed by the employee involved. Upon deduction, the Employer shall remit such deductions to the Treasurer of the Police Officers Association of Michigan, 27056 Joy Road, Redford, Michigan 48239, on or before the fifteenth (15th) day of each month. Deductions shall commence the first (1st) full month following receipt by the County Clerk of the signed checkoff authorization provided the employee shall have earned sufficient pay to cover the deduction. Such written authorization shall be irrevocable for the duration of this Agreement and shall automatically renew itself for successive one (1) year periods thereafter unless the employee gives written notice of his termination of said authorization to the County Clerk. The Union shall certify the amount of the service fees to the County Clerk.

3.4: Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of dues or service fees provided herein or by reason of action taken by the Employer pursuant to Section 3.1.

ARTICLE IV RIGHTS OF THE EMPLOYER

4.1: Rights.

- A. Except as this Agreement otherwise specifically and expressly provides, the Employer retains the sole and exclusive right to manage and operate the County in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and the number of facilities and departments to be operated and their locations; to adopt, modify, change, or alter its budget; to combine or reorganize any or all parts of its operations; to determine the number of supervisors; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance, and in all

respects to carry out the lawful, ordinary, and customary functions of County Government, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. Disputes over any of the rights of management illustrated above shall be subject to the grievance procedure, excluding arbitration. All other rights vested exclusively in the Employer shall not be subject to arbitration.

- B. Except as this Agreement otherwise specifically and expressly provides, the Employer shall also have the right to promote, assign, transfer, suspend, discipline, discharge for just cause, lay off and recall personnel; to establish reasonable penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedures established herein.
- C. The Union hereby agrees that 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.

ARTICLE V GRIEVANCE PROCEDURE

5.1: Grievance Definition. For purposes of this Agreement, a “grievance” shall mean a complaint filed by an employee or the Union concerning the application or interpretation of this Agreement as written. Grievances involving more than one (1) employee which allege a violation of the same provision or provisions of this Agreement and which seek the same remedy may be filed by the Union. All such grievances shall be designated as a “group grievance.” The Union shall identify in writing, not later than Step 3 of this Procedure, the names of all individuals affected by a “group grievance” and consideration of the “group grievance” shall, thereafter, be limited to the individuals so named.

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

- A. Step 1. Verbal Procedure. An employee with a grievance shall, either within seven (7) working days of the occurrence of the incident which gave rise to the grievance or within seven (7) working days following

the date the employee first reasonably should have known of the events giving rise to the grievance, first discuss it with the Sheriff or his designee, with the object of resolving the matter informally. If requested, the Steward may be present. The Sheriff or his designee shall give his answer within seven (7) working days.

- B. Step 2. Written Procedure. If the grievance is not satisfactorily resolved at Step 1, the grievance shall be reduced to writing, signed by the aggrieved employee, and, within seven (7) working days presented to the Sheriff or his designee who shall place his written disposition and explanation thereupon and return it to the Steward within seven (7) working days.
- C. Step 3. If the grievance is not satisfactorily settled at Step 2, the Steward may appeal the Sheriff's decision by delivery to the County Administrator and the Sheriff, within seven (7) working days after receipt of the Sheriff's disposition, a written request for a meeting concerning the grievance.

Within ten (10) working days after the grievance has been appealed, a meeting shall be held between the representatives of the Employer and the Union. The Employer's representatives shall be the Sheriff and the County Administrator or their respective designees. The Union's representative shall be the Steward. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) day period, the parties will attempt to schedule the meeting at a mutually convenient time, but in no event shall the meeting be held more than thirty (30) days after the appeal from Step 2. The Employer shall place its written answer on the grievance and return it to the Steward within ten (10) days after the meeting and if no meeting is held no later than forty (40) days after the appeal from Step 2.

5.3: Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. Saturday, Sunday and Holidays shall be excluded from the grievance procedure time limits. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance may be advanced to the next step by the Union. The time limits established herein may be extended by mutual agreement in writing.

5.4: Grievance Resolution. All grievances which are satisfactorily resolved at Steps 1 or 2 of the Grievance Procedure, if the grievance has economic implications, must be approved by the Board of Commissioners before they shall be final. Any Step 1 or 2 settlements submitted to the Board of Commissioners must be submitted, accepted or

rejected within twenty-one (21) days of settlement or settlement becomes final. The time limits set forth in Step 1 or Step 2 of the Grievance Procedure shall be stayed during the period which such grievance resolutions are referred to the County Board of Commissioners. If the resolution of a grievance is disallowed by the County Board of Commissioners, the Union shall have ten (10) working days following receipt by the Steward of notice of the County Board of Commissioners' action to resubmit the grievance at the next higher step in the Grievance Procedure than the grievance held prior to such disallowance. If the grievance is not resubmitted in a timely fashion, it shall be deemed to have been withdrawn.

5.5: Grievance Settlements. With respect to the processing, disposition, or settlement of any grievance initiated under this Agreement and with respect to any court action claiming or alleging a violation of this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by and between the Employer and the Union, of any grievance or other matter shall constitute a full and complete settlement thereof and shall be final and binding upon the Union and its members, the employee, or employees involved, and the Employer. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedence for any future grievance.

5.6: Expedited Grievance. Should a non-probationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a written grievance shall, within seven (7) working days following the date such discipline is imposed, be filed at Step 3 of the Grievance Procedure. The Union may file the grievance on behalf of the employee so disciplined by delivering a copy of the grievance to the Sheriff or his designee. At the Step 3 meeting, the disciplined employee shall be present if desired by either party. All grievances relating to the discharge or the disciplinary suspension of a non-probationary employee must be presented within the time limits contained in this Section or they shall be considered abandoned and no appeal allowed.

ARTICLE VI ARBITRATION

6.1: Notice of Arbitration. If the grievance is not satisfactorily resolved at Step 3 of the Grievance Procedure, the Union may request arbitration by notifying the Employer in writing within thirty (30) days after receipt of the Employer's answer in Step 3. If the Employer fails to answer the grievance within the time limits set forth in Step 3, the Union, if it desires to seek arbitration, must notify the County Administrator in writing no later than thirty (30) working days following the date the Employer's Step 3 answer was due. If arbitration is not so requested within these time limits, the matter shall be considered withdrawn by the Union.

6.2: Selection of Arbitrator. If, pursuant to the Grievance Procedure established in this Agreement, a timely request for arbitration is filed by the Union on a grievance, the parties shall promptly select by mutual agreement one (1) arbitrator who shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking a name. The remaining name shall serve as the arbitrator. The arbitrator's decision shall be final and binding on the Employer, the Union, and employees. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and other compensation of its own witnesses, representatives, and legal counsel.

6.3: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly. Further, the arbitrator shall not be empowered to rule upon or consider the propriety of oral or written warnings given to employees by the Employer. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the only concessions which the Employer has yielded. The award of the arbitrator shall be retroactive no earlier than the date when the grievance could have been timely filed under Section 5.1. Further, no claim for back wages under this Agreement shall exceed the amount of straight time earnings the employee would have otherwise earned by working for the Employer, less any and all compensation received, including unemployment compensation, the employee has received from any other sources.

ARTICLE VII WORK STOPPAGES

7.1: No Strike Pledge. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are essential to the public health, safety, and welfare. The Union therefore agrees that there shall be no interruption of these services, for any reason whatsoever, and neither it, nor its officers, representatives, members, or the employees it represents shall, directly or indirectly, call, sanction, counsel, or encourage any concerted failure by them to report for duty, absent themselves from their work, stop work, sit-down, stay-in, strike, abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, picket the Employer's premises, or refuse to cross any picket line.

7.2: Violation of No Strike Pledge. Any employee who engages in any activity prohibited by Section 7.1 shall be subject to such disciplinary action by the Sheriff as is appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for striking in violation of Section 7.1. A strike is defined as the

withholding of services by one or more of the bargaining unit, in whole or in part, which is designed to effect a change in wages or other terms and conditions of employment. Any appeal to the grievance procedure shall be limited to the question of whether the Employer or employee did, in fact, engage in an activity prohibited by Section 7.1.

ARTICLE VIII SENIORITY

8.1: Seniority Definition. Seniority shall be defined as the length of the employee's full time continuous service with the Isabella County Sheriff's Department commencing from his last date of hire. Classification seniority shall mean the length of continuous service commencing from the date of the employee's service in his particular classification. The application of seniority shall be limited to the preferences specifically recited in this Agreement. An employee's "last date of hire" shall be the most recent date upon which he first commenced work. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames.

8.2: Probationary Period. All new employees shall be considered probationary employees for a period of twelve (12) months, without regard to the number of hours worked within the twelve (12) month period, after which time their seniority shall be as of their last date of hire. Service in a part-time position shall not count toward completion of an employee's probationary period. Until an employee has completed the probationary period, he may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures set forth in this Agreement. There shall be no seniority among probationary employees.

8.3: Seniority List. The Employer shall maintain a roster of employees, arranged according to seniority, showing name, rank, and seniority date. An up-to-date copy of the seniority list shall be furnished to the Local Union every six (6) months.

8.4: Super-Seniority. For purposes of layoff and recall only, the Steward shall head the Department's seniority list within his classification, provided, however, that the Steward must be an employee with a minimum of two (2) years' continuous actual service with the Isabella County Sheriff's Department.

8.5: Seniority and Benefit Accumulation. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in one of the leave of absence Sections in this Agreement. Benefits such as insurance, vacation, and sick leave shall not accrue, continue, or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement. There shall be no duplication or pyramiding of leave benefits or types of absence.

8.6: Permanent Transfers.

- A. An employee may be permanently transferred by the Sheriff from one classification to another if the employee consents to the transfer or if it is reasonably necessary for the needs of the Department or for medical or safety reasons and does not violate Article XI (Promotions).

- B. If the permanent transfer is to a higher-rated classification than the one which the employee held immediately prior to the transfer, the transferred employee will be placed on trial status for a period of six (6) calendar months following the transfer. Probationary employees permanently transferred to a higher-rated classification will be required to successfully complete the remaining portion of their probationary period, in addition to being on trial status in the transferred classification for a period of six (6) months following the transfer. During such trial period, a non-probationary employee will continue to accumulate seniority in his former classification. After successful completion of the trial period, the employee's seniority in the transferred classification shall relate back to the date he first commenced work in that classification. At any time within the trial period, the Employer may return the employee to his former classification and all secondary transfers shall be returned to their former classifications. Commencing the first (1st) full pay period following a permanent transfer to a higher-rated classification within the bargaining unit, the transferred employee shall initially be paid at the earliest step in the classification to which he is transferred which will give him a pay increase; thereafter, he shall advance on the pay scale in accordance with his length of service in the new classification.

8.7: Temporary Assignments. The Sheriff reserves the right to make, but shall not be obligated to do so, temporary transfers or assignments of employees from their regular job to another job, and will return the employee to his regular job as promptly as efficient operations will permit. If such temporary assignment exceeds forty-five (45) working days and the position to which the employee is transferred is at a higher rate of pay, the employee shall receive the higher rate for the remainder of the duration of the temporary assignment. Temporary assignments shall in no case exceed six (6) months in duration. Deputies shall not be eligible to receive higher pay rates as outlined in this Section for performing investigations since investigations are deemed a normal function of the deputy's duties.

8.8: Temporary Employees. The Employer reserves the right to hire temporary or irregular employees. Such employees shall not be subject to the terms of this Agreement.

8.9: Special Deputies. The parties to this Agreement recognize that the tasks and duties owed to the public by the Sheriff's Department extend beyond the normal working day of employees covered by this Agreement. Therefore, it is mutually understood and agreed that the Employer may continue its practice of using Special Deputies and Part-Time Deputies to augment and supplement the duties of regular full time employees. Special Deputies or other part-time employees shall not, however, be permitted to process or investigate a felony complaint carrying a maximum sentence of four (4) years or more beyond the end of their regularly scheduled shift during which the complaint was initially lodged unless working in conjunction with a full time member of the Department or another law enforcement agency. Except for emergency situations, Special Deputies or Part-Time Deputies shall not work unscheduled overtime or as replacements for full time employees covered by this Agreement and are absent from work due to illness. Nothing in this Section shall prohibit a Special Deputy from serving a felony warrant of any nature.

8.10: Transfers to Non-Bargaining Unit Position. Any employee covered by this Agreement who is transferred from a classification covered by this Agreement to a supervisory or other position within the Sheriff's Department which is not included within this Agreement shall retain his seniority as of the date of such transfer. The Sheriff retains the right to determine all working conditions for employees outside the collective bargaining unit and the right to determine whether an employee transferred outside the bargaining unit shall be permitted to return to the bargaining unit, except an employee so transferred shall have the right, if he so elects, to return to the bargaining unit: (1) whenever his position is eliminated; (2) if he is laid off from his position; or (3) if he occupies the position of either Jail Administrator or Undersheriff, upon the election or appointment of a new Sheriff. Upon return to the collective bargaining unit, the employee shall be returned to the classification and seniority he held prior to his promotion or transfer and, seniority permitting, shall have the right to displace a less senior employee in the bargaining unit.

8.11: Loss of Seniority. An employee's seniority with the County in the Sheriff's Department and his employment relationship with the Employer shall terminate for the following reasons:

- A. He resigns or quits;
- B. He is discharged or terminated, and such are not reversed;
- C. He retires;

- D. He has been on layoff or sick leave of absence status for a period of time equal to his seniority at the time of his layoff or sick leave or eighteen (18) months, whichever is less;
- E. He is absent from work, including the failure to return at the expiration of a leave of absence, vacation, layoff, or disciplinary layoff, for three (3) consecutive working days unless otherwise excused;
- F. He is convicted of a felony or a second traffic offense involving OWI, Impaired or Reckless Driving;
- G. He is declared mentally incompetent by a Probate Court of competent jurisdiction;
- H. If he makes an intentionally false statement on his employment application, on an application for leave of absence, or on any other official police report;
- I. He fails to notify the Employer within three (3) consecutive working days that he will not be reporting for work, unless otherwise excused;
- J. County insurance carriers refuse to insure the employee's performance of his duties on behalf of the Sheriff for reason of an OWI, Impaired or Reckless Driving Conviction.

8.12: Employees who have completed their probationary period shall be permitted to select their shifts twice per calendar year by seniority. The shift periods shall be semi-annual, starting approximately on or about January 1st and July 1st and ending on or about June 30th and December 31st of each year.

8.13: The Employer retains the right to transfer an employee to a shift other than the employee's preference for vacancies. An employee may also be transferred to another shift if the Employer has cause. When an employee is transferred to another shift for the convenience of the Employer, the most senior employee(s) on the shift shall be offered the transfer first. If the senior employee(s) refuse the transfer the least senior shall then be transferred.

8.14: Probationary employees shall work any shift to which they are assigned.

8.15: This Article shall be inapplicable to special assignments which shall include traffic, detectives, community policing, school liaison, undercover, DARE.

8.16: The Sheriff reserves the right to rotate deputies through the transport position for up to thirty (30) days per shift period if the transport assignment is not selected for bid by an officer with more than two (2) years seniority.

8.17: Shift Bidding. Shift bidding will begin rotating on a sixteen (16) week basis beginning with the first full pay period in January. The second sixteen (16) week period will then commence, and the final sixteen (16) week period will continue until the first full pay period in January of the following year. Shift bids will be done by seniority beginning with the highest and continuing to the lowest. The shifts will be posted at least thirty (30) days prior to the effective date of the bid.

ARTICLE IX LAYOFF AND RECALL

9.1: Notification of Layoff. The Employer agrees to give two (2) weeks' advance notification of layoff and, if possible, to state in the notification the anticipated duration of the layoff.

9.2: Layoffs. In the event that a reduction in the work force becomes necessary, the first employees to be reduced from the Department within each classification affected shall be in the order stated: irregular, temporary, special deputies, part-time employees, and probationary employees, but specifically excluding special deputies contracted with Townships. Thereafter, further reductions in the work force shall be on the basis of inverse seniority in the classifications affected, provided, however, that the senior employees retained have the necessary training, ability, and experience to perform the remaining available work.

9.3: Layoff Procedure. The first employee to be laid off shall be:

- A. The employee with the least classification seniority in the classification affected, provided, however, that the remaining senior employees have the experience, necessary training, and ability to perform the required work. Where the affected employees have the same classification seniority, the employee with the least Departmental seniority shall be laid off first. Further layoffs from the affected classification shall be accomplished by the inverse order of classification seniority, provided, however, that the remaining senior employees have the experience, necessary training, and ability to perform the required work.
- B. Upon being laid off from his classification, an employee who so requests shall, in lieu of layoff, be demoted to the next lower classification in the bargaining unit in which he has greater

Departmental seniority than the employee who he is to replace and for which he has the necessary training, experience, and ability to perform the required work.

- C. Employees who are demoted in lieu of layoff shall initially be paid the same salary step in the range for the lower position to which he has been demoted.
- D. Employees who are laid off or who are demoted in lieu of layoff shall be recalled to their former classification in order of their classification seniority when the work force is to be increased, provided, however, that the employee has not lost his seniority.

9.4: Recall. In the event the work force is increased, recall to work shall be in the inverse order of layoff from work.

9.5: Notification of Recall. Notification of recall from layoff shall be sent to employees by certified mail, return receipt requested. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within three (3) working days of the time set for return to work shall be presumed to have resigned and their names shall be removed from seniority and preferred eligibility lists.

ARTICLE X DISCIPLINE

10.1: Just Cause. The Sheriff shall not discipline any non-probationary employee except for just cause. It is mutually agreed that progressive discipline for minor offenses should be employed and, therefore, the employee shall first receive an oral and a written warning notice before more severe discipline is issued. The Union acknowledges, however, that a warning notice need not be first issued for major infractions. A "major infraction" shall be defined as the violation of any Departmental rule which carries a penalty of suspension or discharge for a first (1st) offense violation.

10.2: Rules. The Employer reserves the right to establish reasonable rules and regulations governing the conduct of its employees.

10.3: Record. An employee who maintains an offense-free record for a period of twenty-four (24) months shall have all prior minor offenses removed from his record for purposes of subsequent disciplinary action. The parties agreed during bargaining that under this Article everything relating to an employee's disciplinary record would remain in his personnel file but minor offenses would be "removed" in the sense of not boosting the

level of the next penalty assessed if the employee had an offense-free record for a period of twenty-four (24) months.

10.4: Suspension Pending Investigation. The Sheriff or his designated representative may suspend an employee pending investigation for up to fourteen (14) days. If the investigation discloses that the employee did not commit the alleged offense, he shall not suffer any loss of pay or benefits while on suspension. The time limits provided for in the Grievance Procedure set forth in this Agreement shall not begin to run, nor shall any grievance be processed or filed, until the employee receives notification of what disciplinary action, if any, will be imposed as a result of the suspension pending investigation.

ARTICLE XI
PROMOTIONS

11.1: Purpose of Promotional Procedure. The purpose of this procedure is to establish a promotional system for full time, non-probationary employees occupying the classification of Deputy in the Isabella County Sheriff's Department. The Employer shall determine the duties of all positions subject to this procedure and, in its sole discretion, whether a vacancy does or does not exist. This procedure shall not apply to temporary vacancies anticipated to last ninety (90) calendar days or less or to vacancies due to an employee being on sick leave of absence, including a Workers' Compensation Leave.

11.2: Advancement Opportunities. Promotion means to advance from a given classification to a higher paid classification. Specifically, this program involves the upward movement of selected personnel from the classification of Deputy to the classification of Sergeant or Detective-Sergeant. Each promoted employee must be a current member of the Department and must meet all of the eligibility rules of the Promotional Procedure.

11.3: Eligibility. To be eligible for a promotional advancement, the employee must be classified as a Deputy, have three (3) years of law enforcement experience, be fully empowered to enforce the criminal laws of the State of Michigan, have performed road patrol duty, and have completed two (2) years of service, excluding layoff and leaves of absence in excess of thirty (30) days, with the Isabella County Sheriff's Department.

11.4: Program Weight. Scores shall be based upon the written examination, assessment center, and seniority. The weights assigned shall be as follows:

A.	Written Examination:	40%
B.	Assessment Center:	56%
C.	Seniority*:	4%

* 1/4 point for each year of seniority.

To qualify for placement on a promotional list, all applicants must achieve a combined score on the written, assessment center and seniority of seventy (70%) percent. Employees subject to this procedure may participate in whatever number of promotional opportunities their eligibility permits and, accordingly, may be on more than one (1) promotional list if they have achieved the requisite minimum score of seventy (70%) percent.

11.5: Roster. For each classified position, a roster of selection will prevail. This means that the scores will be in consecutive order with the Sheriff promoting from among the top three (3) scores.

11.6: Written Examination. The content of any written examination will be scaled appropriately to the level of the position being considered. All written tests will be structured and administered to each given rank level. Written tests will be designed at a general knowledge level or standards designated where rank and position warrant specialization. The Sheriff will determine where general or specialized standard testing is warranted.

11.7: Posting of Examination Notices. Examination notices for all competitive promotion examinations shall be posted on the bulletin boards throughout the Department for a minimum of forty-five (45) days prior to the written examination date. Subjects to be covered in the written and oral examinations shall be posted thirty (30) days prior to the respective examination dates. Employees eligible to compete must submit a written letter of intent to participate to the Sheriff no later than fifteen (15) days prior to the respective examination dates.

11.8: Posting of Testing Scores. Scoring and posting of eligible participants shall be accomplished after the testing process is completed.

11.9: Examination Period. Promotional examinations scores will remain in effect for one year from the time the written examination was originally administered.

11.10: Examination Procedure. Any employee has the right to examine the results of his own examination. These documents are confidential and they cannot be removed from the files. The contents of promotional documents will be made known only to the Sheriff or his designated representatives and the employee and his designated representative.

11.11: Pay Rate on Promotion. Commencing the first (1st) full pay period following promotion, the promoted employee shall be paid at the same Step in the pay range for the new classification which he held in his former classification. He shall thereafter advance, on each subsequent anniversary date of his promotion, from Step to Step on the pay scale in accordance with his length of service in the new classification.

11.12: Sergeant and Detective-Sergeant Probationary Period. All employees promoted to the Sergeant or Detective-Sergeant classifications shall be on probation for a period of six (6) months immediately following promotion. During such probationary period, the Sheriff may demote the employee to his former classification or the employee may, on his own volition, request in writing to be relieved of his new classification and to be returned to his former classification. If an employee returns to his former classification at his own request, he may not apply for another promotion for six (6) months.

11.13: Outside Appointment. The Sheriff may fill a vacancy subject to this procedure from outside the bargaining unit if no employee has attained a passing score for the examination or the vacancy is unable to be filled because employees subject to this procedure have failed to take the examination or declined advancement. If an employee declines a promotional advancement, he shall not be eligible for any promotional advancement thereafter for a period of six (6) months.

11.14: Promotions Outside Bargaining Unit. The Union recognizes that promotions outside the bargaining unit are within the exclusive discretion of the Sheriff and may not necessarily be based upon the above considerations. Whenever practicable, however, the Sheriff shall give notice to the Union that a position outside the bargaining unit is available and interested employees will be given an opportunity to discuss with the Sheriff their qualifications for the open position.

ARTICLE XII HOURS OF WORK AND OVERTIME

12.1: Workweek. The normal workweek shall consist of forty (40) hours and twenty-five (25) minutes per week.

12.2: Workday. An employee's normal work day shall consist of either (8) consecutive hours (five days/40 hour) or ten (10) consecutive hours (4 days/10 hour) plus five minutes before the start of a shift to be used for changing uniforms and preparation time, which shall be excluded from all overtime. Determination of shift schedules and hours worked per day shall be the exclusive decision of the Sheriff. A work day shall be defined as a twenty-four (24) hour period commencing with the start of an employee's regularly scheduled shift. For purposes of overtime premium pay, this definition shall not apply where:

- A. An employee's regular shift is changed at his request.
- B. The employee's regular shift has variable starting times or is scheduled on a rotation basis, provided, however, at least eight (8) hours of off-duty time is scheduled between the end of shift and the start of another.

12.3: Work Schedule. The work schedule shall be established by the Sheriff and posted thirty (30) days in advance. The Sheriff reserves the right to change the work schedule and the starting and quitting times for any and all shifts when bona fide emergencies exist. Whenever the work schedule and starting and quitting times are so changed, the Steward and the affected employee(s) shall be notified in writing at least seventy-two (72) hours in advance.

12.4: Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime other than of an emergency nature must have prior approval of the Sheriff or his designated representative. Insofar as practicable, scheduled overtime opportunities shall be rotated as equitably as possible among bargaining unit employees within the same classification, except Youth Services, Traffic Team and BAYANET assignments. Employees offered overtime must possess the necessary skills, ability, experience and knowledge at the time the overtime is offered.

- A. Overtime shall begin at the start of the calendar year with the employee having the most classification seniority. Thereafter, overtime shall be offered to the bargaining unit employee with the least amount of recorded overtime. In the case of a tie, the employee with the most classification seniority, being offered the overtime first.
- B. Recorded overtime shall be all hours offered by the Employer.
- C. When an employee is offered overtime hours, the employee shall be charged the hours offered whether the employee works the offered hours or not. Employees shall be exempt from scheduled overtime opportunities during the days that an employee is on the following: vacation (including those pass days at the beginning and end of the scheduled vacation period), sick leave, funeral leave, compensatory time, personal leave, Union leave, extended education leave, Family Medical Leave (FMLA) or any other unpaid leave.
- D. The overtime call-in roster shall be updated each pay period and a copy furnished to the Union. The overtime call-in roster shall be "zeroed" back at the end of each calendar year.
- E. Overtime Call In/Sign Up. Overtime for road patrol will be offered to regularly scheduled road patrol deputies first. In the event that a road patrol deputy does not accept (or sign up) for the available overtime, a road patrol deputy in a specialty classification (i.e., Traffic Team, YSU, etc, but excluding Bayanet) shall be eligible for the available overtime.

12.5: Premium Pay.

- A. Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours worked in excess of eighty (80) hours in any fourteen (14) day period.
- B. Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one (1) workday, subject to the definitions stated in Section 12.1 above. Provided, however, that if the Sheriff institutes a four-day 40-hour work week, time and one-half (1-1/2) the employee's straight time regular rate of pay shall not be paid for hours worked in excess of eight (8) hours in any one (1) work day, but for hours in excess of ten (10) hours in any one (1) work day.
- C. To be eligible for premium pay under subsection B of this Section, an employee must have worked all of his scheduled hours in the normal workweek, unless excused for one of the following reasons:
 - 1. Illness or injury supported by a physician's statement, if required by the Employer.
 - 2. Death in the employee's immediate family.
 - 3. Permission granted by the Employer.
 - 4. Holiday recognized under this Agreement occurring during the workweek.
- D. An employee's straight time regular hourly rate of pay shall be determined by dividing his annual salary by 2,080 hours.
- E. There shall be no pyramiding or duplication of premium, stand-by, or call-back pay.
- F. Premium Pay. An employee's second leave day shall be considered an employee's Sunday. An employee who works a second leave day shall be entitled to double-time, twice his normal rate of pay for all hours worked.

12.6: Stand-By Pay.

- A. Employees covered by this Agreement who are required to be on stand-by status during the period from midnight Friday until 8:00 a.m.

Monday shall receive eight (8) hours of pay at their straight time regular rate of pay, exclusive of all other premium pay.

- B. Employees designated and assigned to the Scuba Diving Unit who are on call twenty-four (24) hours a day with pagers are required to attend training dives shall receive one hundred dollars (\$100.00) yearly in addition to their regular wages, payable in a separate check in the first (1st) payroll period of December of each year. In order to be eligible for the stand-by pay set forth in this subsection, employees must be on the Employer's payroll as of December 1, and must be assigned to the Scuba Diving Unit at some time during the calendar year preceding December 1.

With regard to subsection B of this Section, the parties agreed an employee must actually be on the Employer's payroll as of December 1st to be entitled to receive any extra payment for assignment to the Scuba Diving Unit. If an individual is still employed by the Employer on December 1st of any calendar year, he shall be entitled to the extra payment called for by this Section if he was assigned to this particular unit at any time during the calendar year preceding December 1st.

- C. The number of employees placed on stand-by duty under this Section, their selection, and the nature of their duties shall be determined by the Sheriff in his sole discretion.

12.7: Call-Back Pay. Employees called back to work for emergency work after completing their regular shift shall receive a minimum of two (2) hours' pay or work at time and one-half (1-1/2) their straight time regular rate of pay. This Section shall not apply to employees who are called in to begin work prior to the start of their regular shift and who work continuously into their shift. The provisions of this Section shall not apply to court-related time. Notwithstanding the provisions of Section 12.4, an off-duty employee who is required to remain on standby on any day to attend Court as a witness in a case which is adjourned or otherwise disposed of without the necessity of the employee appearing for Court shall receive one (1) hour pay at time and one-half (1-1/2) his straight time rate of pay. No standby pay shall be required if the employee is notified at any time on the day or evening prior to his scheduled appearance that his presence shall not be required. An employee who appears for Court as a witness shall receive two (2) hours pay at time and one-half (1-1/2) for having reported as a witness.

12.8: Outside Employment. No employee shall work at other employment which will be a conflict of interest or impair his performance as a law enforcement officer. Written permission from the Sheriff must be obtained before any employment or work is undertaken if such work or employment is to be on other than an irregular or occasional basis. Employees shall not wear the Department uniform unless they are working for or under the

direction of the Employer. Violation of the provisions of this Section shall constitute just cause for dismissal and loss of all seniority rights and benefits provided by this Agreement.

12.9: Union Activities. There shall be no unauthorized Union activities during working hours. The passing around of petitions, paperwork, or other matters not authorized by the County or the Sheriff by individuals or groups during working hours or upon the County premises at any time is strictly prohibited. No Union buttons or other designations shall be worn upon the uniform of the employees at any time, unless approved by the Sheriff.

ARTICLE XIII LEAVES OF ABSENCE

13.1: Procedure for Requesting Leaves. Requests for a leave of absence must be submitted in writing by the employee to his immediate supervisor at least thirty (30) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of a leave of absence shall be furnished to the employee in writing by the Employer. Any request for an extension of a leave of absence must be submitted in writing to the Employer at least ten (10) days in advance, if possible, of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the employee by the Employer.

13.2: Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent shown when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. All leaves of absence shall be without any additional accrual of seniority unless specifically provided to the contrary by the provisions of the Leave Section involved.

13.3: Early Returns from Leave. There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence granted under this Agreement, unless the employee gives written notice to the Employer of his desire to return to work prior to the expiration of his leave. If such notice is given, the employee will be assigned to work no later than one (1) week following receipt by the Employer of such notice, seniority permitting.

13.4: Maternity Leave. Leaves of absence for pregnancy shall be treated the same as any other sick leave.

13.5: Funeral Leave. Upon approval of the Sheriff or his designee, a full time employee will be granted a leave of absence with pay for a period not to exceed three (3)

normally scheduled working days to attend the funeral or attend to personal family matters when death occurs in the employee's "immediate family", provided he attends the funeral. "Immediate family" shall be defined as the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters, mother-in-law, father-in-law, and any other persons for whom financial or physical care is the employee's principal responsibility. Full time employees shall be entitled to one (1) funeral leave day with pay for the death of the employee's brother-in-law or sister-in-law. Employees shall receive up to two (2) additional days' travel time with pay if the funeral is out of state, subject to the approval of the Sheriff or his designee.

13.6: In-Service Training Leave. The Employer recognizes the advantages of training for the employees of the Sheriff's Department. Employees who are assigned for schooling and training by the Sheriff shall be paid at the applicable rate pursuant to Article XII. The County Board of Commissioners and the Sheriff shall determine in their discretion the number of employees to be granted in-service training leave. As a general rule, no more than one (1) employee will be permitted such training leave at any time and the timing of such will be the sole prerogative of the Sheriff. An itemized statement of the expenses shall be furnished by the employee before any reimbursement of the costs and expenses of such training leave will be allowed by the County Board of Commissioners.

13.7: Extended Educational Leave. In the discretion of the Sheriff, an unpaid extended educational leave of up to six (6) months may be granted to full time, non-probationary employees for the purpose of taking accredited courses directly related to law enforcement. No more than one (1) employee will be permitted such leave at any time. During the leave provided by this Section, an employee may elect to pay at his own cost the required premiums for the hospitalization and other insurance coverages set forth in this Agreement. An employee's seniority shall be retained during such leave of absence, but he shall not accrue any additional seniority. An employee granted an extended educational leave may, if the Sheriff in his discretion so elects, be employed on a part-time basis as a Special Deputy on the same terms and conditions of any other Special Deputy.

13.8: Union Leave. If an employee covered by this Agreement is selected to attend the annual State POAM convention, a leave of absence with pay for not more than one (1) employee will be granted. Such paid leave shall be limited to a maximum of four (4) regularly scheduled working days or the duration of the convention, whichever is shorter. One (1) employee covered by this Agreement shall be granted a one (1) day leave of absence with pay to attend any POAM labor conference. Leave may be denied if the absence of the employee would unreasonably interfere with the services required to be performed due to the existence of emergency conditions within the Department or County. Requests for such leave shall be given to the Sheriff in writing ten (10) days in advance of the time such leave is to commence.

13.9: Paid Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave with pay under the following conditions and qualifications:

- A. Each full time employee shall earn 3.7 hours of sick time per pay period exclusive of leaves of absence otherwise specifically provided to the contrary. New employees shall not be able to use earned sick time until they have completed six (6) months of employment. Unused paid sick leave credits may accumulate up to a total of one thousand five hundred forty (1,540) hours.
- B. One day of sick leave credits shall equal eight (8) hours at the employee's regular hourly rate of pay when he takes his sick leave.
- C. Paid sick leave will continue to accrue during an allowed sick leave of absence or extended medical leave.
- D. An employee may utilize sick leave allowance when he/she reasonably believes that he is incapacitated for the safe performance of his duty due to illness or injury. An employee who uses sick leave for other than illness or injury may be denied the use of sick leave for the day and may also be subject to discipline.
- E. The Sheriff may require as a condition of any sick leave a medical certificate setting forth reasons for the sick leave when there is reason to believe that the health or safety of personnel may be affected or that an employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including dismissal.
- F. Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to wages. Subject to subsection ~~J~~(I) below, employees whose employment status is severed forfeit all accrued sick leave benefits.
- G. In case of work-incapacitating injury or illness for which an employee is eligible for work disability payments under the Workers' Compensation Law of the State of Michigan, accrued sick leave may be utilized to maintain the difference between the compensation payment and the employee's net regular salary or wage. If accrued sick leave is utilized for this purpose, the provisions of subsection ~~F~~(F) shall not apply. Upon exhaustion of his sick leave bank, the employee shall draw only those benefits as are allowable under the Workers' Compensation Law of the State of Michigan, if any.
- H. After an employee has exhausted his paid sick leave benefits, then such leave, including an extended medical leave, shall be without

accumulation of any fringe benefit predicated on length of service with the County or the Sheriff's Department.

- I. Sick leave benefits may be taken in units of less than one-half (½) day.
- J. Upon an employee's death or retirement after completion of ten (10) years consecutive service with the County, an employee shall receive a lump sum payment representing fifty (50%) of such employee's accumulated and unused sick leave. The maximum payment under this subsection shall be limited to seven hundred and seventy (770) hours of pay. Buy back of sick time shall be at the employee's current rate of pay.
- K. Employees who use no sick leave during that calendar year shall receive compensation for four (4) sick leave days from their accumulated and unused sick leave, to be paid the following calendar year.

13.10: Extended Medical Leave. Extended medical leave shall be granted automatically upon application from the employee for illness or injury, subject to the Employer's right to require medical proof of disability. Such medical leave shall be without pay if an employee has exhausted his accumulated paid sick leave benefits. An employee may be on extended medical leave for a period of not more than eighteen (18) months or the length of his seniority, whichever is less, and seniority shall not continue beyond that time.

ARTICLE XIV HOLIDAYS

14.1: Holiday Pay. All full time employees occupying a job classification covered by this Agreement who have completed sixty (60) calendar days of employment with the Sheriff's Department shall receive in addition to his/her regular pay, eight (8) hours holiday pay for each identified holiday, whether the holiday is worked or not.

14.2: Worked Holidays. Employees who are regularly scheduled to work on the day that the holiday falls on shall be given the option of working that day for 1.5 times their regular rate of pay. If an employee chooses not to work on this day they must take vacation time in lieu of work. The following days are recognized as holidays:

New Year's Day	Independence Day
Presidents' Day	Labor Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Martin Luther King, Jr.	December 24
	Christmas Day

14.3: In the event that all scheduled employees choose not to work on the designated holiday, the scheduled employee on that shift with the least seniority will be required to work.

14.4: Employees will select in each pay period in which a holiday falls whether to be paid eight (8) hours for said day or to have the eight (8) hours placed into a holiday pay bank. Employees may request time off with pay to be deducted from the holiday pay bank. Such request shall be submitted to the Sheriff and/or his designee. The Sheriff and/or his designee shall have total discretion to either grant or deny said request and the decision shall be final. Employees will be paid for all unused, unpaid hours in their holiday pay bank at the end of each year and at the rate at which the hours were earned.

ARTICLE XV PAID TIME OFF

15.1: Vacations. A permanent full time employee shall be entitled to vacation leave with pay for each 80 hours of paid service. Paid service in excess of 80 hours in a biweekly work period shall not be counted.

15.2: New Hires. Vacation leave shall not be credited for use until the full time employee has completed 1040 hours of paid service in the initial appointment. Paid service in excess of 80 hours in a biweekly work period shall not be counted.

15.3: Crediting. Vacation leave shall be credited at the end of the biweekly work period in which 80 hours of paid service is completed. When paid service does not total 80 hours in a biweekly work period, the balance shall carry forward to subsequent biweekly work periods.

Vacation leave shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned. Vacation leave shall not be credited or used in anticipation of future leave credits. In the absence of applicable leave credits, payroll deductions for the time lost shall be made for the work period which the absence occurred.

- A. The increase in the rate of accrual will commence on the first full pay period after the applicable anniversary date.

15.4: Accumulation. The maximum accumulation of vacation leave is 270 hours. No accumulation of vacation leave shall be authorized or credited in excess of 270 hours. Any time earned over 270 hours must be dissipated during the pay period received or the time will be forfeited.

It is the employee's responsibility to plan his vacation to avoid a forfeiture situation. Requests for special leave for the purpose of reducing accumulated vacation leave to avoid forfeiture will require prior approval.

Vacation leave may be used only with the prior approval of the employee's immediate supervisor. An employee must accumulate sufficient vacation leave credits to cover his planned vacation period. Supervisors shall not approve use of vacation leave when an employee has insufficient vacation leave hours to his or her credit.

<u>YEARS OF SERVICE</u>	<u>VACATION LEAVE</u>
0-2 years (0 - 4,159 hours)	= 3.0769 hrs/80 hrs of service
2-5 years (4,160 - 10,399 hours)	= 4.6153 hrs/80 hrs of service
5-8 years (10,400 - 16,639 hours)	= 4.9230 hrs/80 hrs of service
8-10 years (16,640 - 20,799 hours)	= 5.5384 hrs/80 hrs of service
10 + years (20,800 - hours)	= 6.1538 hrs/80 hrs of service

15.5: Personal Leave. Full time non-probationary employees covered by this Agreement shall be credited with twenty-four (24) hours of personal leave with pay on January 1 for use during that calendar year. Personal leave must be used in eight (8) hour minimum increments unless prior approval to the use of lesser amounts is obtained from the Sheriff or his designee. There shall be no accumulation or carryover of such leave from one calendar year to another. Requests for a personal leave of absence must be made to the Sheriff or his designee twenty-four (24) hours in advance of the date requested, provided, however, that the Sheriff in his discretion may, if possible, shorten the notification period if necessary arrangements can be made in the Department. The number of leave days to be taken at any one time shall be determined by the Sheriff in his sole discretion. A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed due to the existence of emergency conditions within the Department or the County. Such hours must be used during the twelve (12) months of the calendar year in which they are credited.

15.6: Selection. Paid time off (PTO) requests (for use of vacation and personal leave) must be submitted in writing by the employee. PTO shall be determined as follows:

PTO requests may be made during the first two weeks of the calendar year (January 1 – 14). Requests made during this time shall be granted by seniority as long as it will not result in more than one employee per day off work. The Sheriff may allow

additional employees off work in his discretion and may deny the use of paid time off in the event of a bona fide emergency.

Paid time off requests made after January 14 will be granted on a first-come first-served basis in the same manner as above as determined by the Sheriff or his designee.

The only exceptions to the above PTO selection shall be Western Weekend, End, End of the World Weekend and Welcome Back Weekend. In the event two requests are received at the same time, seniority shall break the tie.

ARTICLE XVI INSURANCE

16.1: Hospitalization. The Employer agrees to pay the regular premiums for each full time employee, including dependent coverage, covered by this Agreement who has completed sixty (60) calendar days of employment with the Isabella County Sheriff's Department for Blue Cross/Blue Shield Community Blue Plan 4 with a \$10 generic, \$40 name brand prescription drug co-pay and \$20 office visit co-pay. At the employee's option, he/she may buy up to the Community Blue Plan 2 or Plan 1. The difference in premiums between the Community Blue Plan 4 and Community Blue Plans 2 or 1 shall be paid monthly by means of payroll deductions by the Employee.

16.2: Optical Insurance. Members of the bargaining unit shall be covered under the County's optical insurance program as provided to other County employees.

16.3: Dental Insurance. The Employer agrees to pay the required premiums for each full time employee, including dependent coverage, covered by this Agreement who has completed sixty (60) calendar days of employment with the Isabella County Sheriff's Department for Blue Cross/Blue Shield's "preventive preferred" dental insurance program. Within the maximum benefit amount of eight hundred dollars (\$800.00) per member per insurance contract year, this program shall provide payment of seventy-five percent (75%) of covered diagnostic services and payment of fifty percent (50%) of the usual and customary charges for covered basic and comprehensive prosthodontic services, but shall not include orthodontic services.

16.4: Term Life Insurance. The Employer will pay the required premiums for a term life insurance policy in the amount of twenty-five thousand dollars (\$25,000.00) and twenty-five thousand dollars (\$25,000.00) Accidental Death and Dismemberment for each insurable, full time employee occupying a job classification covered by this Agreement who has completed sixty (60) days of employment with the Sheriff's Department.

16.5: False Arrest Insurance. The Employer shall continue in effect its present program of false arrest insurance on the same terms and conditions that existed prior to the execution of this Agreement.

16.6: Provisions of Insurance Carriers. No matter respecting the provisions of any of the insurance programs set forth in this Agreement shall be subject to the Grievance Procedure established under this Agreement except that, where the County exercises its right to select or change insurance carriers under Section 16.5, the Union shall reserve the right to process through the grievance procedure, including arbitration if necessary, the issue of whether or not the level of such benefits remains substantially the same.

16.7: Selection of Insurance Carriers. The Employer reserves the right to select or change the insurance carriers, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the level of benefits stated in Section 16.0 through Section 16.4 remain substantially the same.

16.8: Continuation of Insurance Premium Payments.

- A. There shall be no liability whatsoever on the part of the Employer for any insurance premium payment for an employee or employees who are on layoff or leave of absence status, other than sick or extended medical leave, beyond the month in which such leave of absence or layoff commences. Federal laws (such as) "COBRA," "TEFRA," or "DEFRA" may, however apply.
- B. If an employee is granted an extended medical leave, other than for an injury compensable under the Workers' Compensation Law of the State of Michigan, the Employer agrees to continue its applicable insurance contribution for a period of no more than two (2) months, not counting the month in which such extended medical leave commenced.
- C. If an employee is granted a sick or extended medical leave because of an injury compensable under the Workers' Compensation Law of the State of Michigan, the Employer shall continue its applicable insurance contribution for a period of no more than eight (8) months, not counting the month in which such sick or extended medical leave commenced.
- D. Provisions of the workers' compensation laws of the State of Michigan shall apply to all occupational injuries and illnesses as defined by state laws. Commencing on the ninth full week after an occupational injury or illness is sustained, a full-time employee who is disabled as a result of an occupational injury or illness arising from the performance of his

or her duty shall receive a workers' compensation supplement. The supplement shall consist of payment to the employee of his or her regular rate of pay (minus regular payroll deductions). During the period the supplement is paid, the employee shall endorse his workers' compensation check to the County. Where necessary, said supplement shall be paid through the twenty-sixth (26th) week of disablement at which time the supplement to workers' compensation shall end.

- E. Blue Cross/Blue Shield provided to bargaining unit members and their families under the terms of the Collective Bargaining Agreement shall be continued for the widowed spouse and dependent children of any bargaining unit member killed in the line of duty until the children reach the age of eight (18) or the remarriage of the spouse.

16.9: PRE-TAX. Under Section 125 of the Internal Revenue Code, an employee may elect to participate in a dependent care (or child care) reimbursement plan and or non-reimbursed medical expenses plan. Employees may elect to reduce their annual taxable compensation by up to \$5,000 through participation. Such salary reductions are placed in trust and the employee may then request reimbursement for eligible expenses. As governed by the Internal Revenue Code, such reimbursements will not be subject to Federal or State income taxes, which can increase the employee's spendable income.

16.10: Retiree Health Insurance Option. Health Insurance Plans available to current County Employees shall be made available to members of the bargaining unit who retire and are eligible for retirement under the provisions of Article 17.1. Employees retiring with an unreduced Pension under Article 17.1 shall be reimbursed for the first \$1,000.00 annually for Health Insurance Premiums incurred in subscribing to a County Health Insurance Plan. The retiree shall be responsible for payment of any additional premium amounts due during the calendar year.

ARTICLE XVII PENSION

17.1: Retirement Plan. The Employer shall provide the Michigan Municipal Employees Retirement System (MERS) to all bargaining unit members, with the following level of benefits:

F-55/20 Age and Service, FAC-3 (final average compensation), B-4 Multiplier (2.50%), and shall adopt annually the Flexible E benefit up to 2.5% through year 2026.

The difference in the cost of the multiplier between the former MERS B-3 plan and the current MERS B-4 plan shall be paid entirely by the employees and shall be made through payroll deduction at an amount determined actuarially by MERS.

17.2: In lieu of a salary increase for 1997, the Employer provided the MERS B-3 benefit, at a cost not to exceed three percent (3%). Employees, by payroll deduction, shall pay the difference between three (3%) percent and the actuarially determined costs, should such cost exceed the three (3%) percent cap. The Employer shall continue to assume the rest of the employees' contributions.

**ARTICLE XVIII
COMPENSATION**

18.1: Wage Rates and Classifications. The following wage rates will be placed into effect for each of the classifications listed below at the dates indicated:

WAGES

Effective January 1, 2007:

Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	10 Years
\$32,612.00	\$34,260.21	\$35,628.76	\$37,594.59	\$39,474.37	\$41,914.60	\$43,934.28	\$45,252.30

Effective January 1, 2008:

Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	10 Years
\$32,938.12	\$34,602.81	\$35,985.05	\$38,346.48	\$40,263.85	\$42,333.75	\$44,812.96	\$46,157.35

Effective January 1, 2009:

Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	10 Years
\$33,761.57	\$35,467.88	\$36,884.67	\$39,305.14	\$41,270.45	\$43,392.09	\$45,933.28	\$47,311.28

Hourly rates determined by divided annual wage by 2080.

18.2: Shift Differential. Employees scheduled to work an afternoon shift will be paid a shift premium of five (5) cents per hour and employees scheduled to work the midnight shift will be paid a shift premium of ten (10) cents per hour. Employees who work hours which overlap the afternoon and midnight shifts shall be paid the shift premium for which the major portion of hours are worked. Similarly, employees who work hours which overlap the midnight and day shift or day shift and afternoon shift shall be paid the midnight or

afternoon shift premium, as applicable, where the major portion of hours worked are either on the midnight shift or the afternoon shift.

ARTICLE XIX
UNIFORMS AND EQUIPMENT

19.1: Uniforms and Equipment. The County shall provide such uniforms and equipment, including shoes, as the Sheriff and the County shall determine is necessary, subject to reasonable rules for the preservation, use, and care of such uniforms and equipment. The County shall assume the cost of the necessary cleaning such uniforms under such rules as the Sheriff may determine.

Each new road patrol officer shall be issued the following items. In the first year of employment, such employee shall not receive a uniform purchase credit amount.

- 3 long sleeve shirts
- 3 short sleeve shirts
- 3 pair pants
- 1 bullet-proof vest
- 1 winter coat
- 1 winter hat
- 1 Lancaster hat
- 1 gun belt
- 1 pant belt
- 1 holster
- 1 cuff case
- 1 tie bar
- 2 ties
- 1 set other brass
- 1 badge
- 1 hat badge
- 1 name bar
- 1 double magazine pouch
- 4 belt keepers
- 1 pair shoes
- 1 raincoat
- 1 gun

19.2: Protective Vests. Protective vest shall be replaced not less than every ten (10) years. Protective vest that are ten (10) years or older, as of 7-1-01 shall be replaced within 12 months after the execution of this Agreement.

19.3: Uniforms and Equipment. The County shall provide a uniform and equipment purchase system for employees. Such system shall allow deputies to purchase annually \$230.00 worth of clothing and equipment, including shoes, at previously designated suppliers as the Sheriff and County determine is necessary. Employees shall adhere to reasonable rules for the preservation, use and care of such uniforms and equipment. The County shall assume the cost of the necessary cleaning of such uniforms under such rules as the Sheriff may determine. Amounts unused during the year may be carried over into subsequent years up to amount not to exceed \$460.00. The County shall replace uniforms and equipment as needed as determined by the Sheriff or his designee. Employees shall be provided up to a maximum of \$150.00 annually for the replacement of footwear if needed.

19.4: Ammunition Annual Allotment. All employees required to carry and qualify with a firearm shall receive an annual allotment of 500 rounds to qualify and an additional 250 rounds for practice purposes. Ammunition shall be made available on January 1 annually.

ARTICLE XX HEALTH

20.1: Annual Physical Examinations. All employees shall be required to submit annually to a physical examination. The cost of the physical examination shall be borne by the Employer. The employee shall be allowed to see the results of the physical examination.

20.2: Mandatory Leave. Where an employee's physical or mental condition reasonably raises a question as to an employee's capability to adequately perform his job, the Sheriff may require the employee involved to take a sick leave of absence up to three (3) working days. If the employee's condition is such that a leave of absence of more than three (3) working days is deemed necessary by the Sheriff, the employee may be required to take a physical examination and, if cause is found, the employee may be placed on extended medical leave.

20.3: Medical Arbitration. Before an employee absent from his duties for twelve (12) consecutive workdays returns to work, he shall satisfy the Employer he is fit again to perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work and the Employer is not satisfied with the determination of the treating physician, the employee may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, final resolution, binding on both parties, shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the Employer, one of whom shall be selected by the employee, and the third by the two (2) physicians so named. The report shall be in writing to the Employer and the Union. The cost of this report shall be shared equally by the Employer and the Union.

ARTICLE XXI
MISCELLANEOUS

21.1: Bulletin Board. The Employer shall provide bulletin board space for the posting of Union notices, provided, however, the Employer shall have the right to police the bulletin board for offensive materials.

21.2: Bonds. Whenever a bond is required of an employee in the bargaining unit for the performance of his duties, the bond premium shall be paid by the County.

21.3: Captions. The captions used in each section of this Agreement are for purposes of identification only and are not a substantive part of this Agreement.

21.4: Meal Allowance. The Sheriff's meal policy shall be modified such that a maximum of \$7.50 shall be paid for a meal for any member of the bargaining unit required to transfer prisoners provided the transfer is greater than 140 miles one way. Otherwise, the regular County meal policy shall be in effect.

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

21.6: Separability. Any part of this Agreement which is held by a Court of competent jurisdiction to conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

21.7: Veterans' Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status by the Steward of the Employer's answer in Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue his statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject to any arbitration proceeding. Any veteran whose grievance claim is withdrawn by the Union prior to selection of an arbitrator shall have the right to reinstate his veteran's

preference claim within five (5) work days after receipt of notice of the Union's determination to withdraw the grievance.

ARTICLE XXII
WAIVER

22.1: Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder, or otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII
DURATION

23.1: Termination. This Agreement shall remain in full force and effect from January 1, 2007 to 11:59 p.m., December 31, 2009. One hundred and twenty (120) days prior to expiration either party may 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, alter, amend, negotiate, or change, or any combination thereof, shall 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 the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof. If either the Union or the Employer gives the notice specified in this Section, negotiations with respect to such modifications shall commence, if possible, ninety (90) days prior to the Agreement's expiration, but in any event not later than sixty (60) days prior to expiration.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

ISABELLA COUNTY BOARD OF
COMMISSIONERS

ISABELLA COUNTY DEPUTIES
ASSOCIATION

SHERIFF OF ISABELLA COUNTY

APPENDIX A

A. Description. This directive outlines the procedures relating to administration of the County's drug testing policy.

B. Policy. The County intends to give the same consideration to persons with chemical (alcohol and other drugs) dependencies as it does to employees having other diseases. However, the County cannot condone the use of illicit drugs or the abuse of legal drugs or alcohol. With the abuse of legal drugs or alcohol, constructive disciplinary measures may be utilized to provide motivation to seek assistance. Normal County benefits, such as sick leave and the group medical plan, are available to give help in the rehabilitation process. However, the sale, purchase, transfer, use, or possession of illegal drugs or drugs which have not been legally obtained by employees is prohibited. Arriving for work under the influence of drugs or alcohol to the extent that job performance is adversely affected is also prohibited. In such cases, disciplinary action, up to and including termination, will be imposed.

It is the intent of the County, however, to encourage and assist such employees in treatment or rehabilitation whenever appropriate.

Urine testing of employees can be an effective means by which to identify those in need of counseling, treatment or disciplinary action. The urine testing program is intended to supplement, not replace, other means by which the use of drugs and alcohol can be detected.

C. Procedure.

1. Testing of employees shall be conducted only under the following circumstances:
 - A. When an employee's supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a prudent supervisor to suspect that the employee is on drugs or alcohol (e.g., slurred speech, alcohol on breath, inability to walk a straight line, etc.).
 - B. When an employee is found in possession of suspected illicit drugs or alcohol or when suspected illicit drugs or alcohol are found to have been brought by the employee in an area controlled or used exclusively by the employee (e.g., employee's locker, etc.).

- C. Following a serious accident or incident on the job where, in either case, safety precautions were violated or unusually careless acts on the job were performed.
 - D. As a part of a routine twelve (12) months testing program instituted as a result of prior drugs or alcohol related disciplinary penalties against the employee.
 - E. Routinely to all job applicants to whom a job offer is being considered within the Sheriff's Department.
2. An employee ordered to submit for testing shall be informed of the underlying reasons why he is being ordered to submit the specimen. In situations covered by collective bargaining agreements, individuals shall have the right of steward representation consistent with the applicable collective bargaining agreement. The reasons shall be documented in writing prior to the test results being known with a copy furnished to the employee within forty-eight (48) hours. If the employee refuses or fails after a three hour period to submit to testing, he shall be informed that this refusal constitutes failure to obey a direct order and that this is grounds for termination.
3. The supervisor requesting the test shall fill out the designated Form A.
4. For urine testing, the urine specimen shall be obtained from the employee as follows:
- A. The employee shall be escorted to the bathroom or other appropriate area (Med-1).
 - B. The supervising officer (or medical personnel) shall hand the employee the specimen bottle, labeled with the employee's name, the date, name of staff witness, and any other relevant identifying information. This information shall be typed or written in indelible ink.
 - C. The supervising officer (or designated medical personnel) shall personally watch the employee to insure that the employee submits an unadulterated urine specimen in the specimen bottle provided, by witnessing the employee urinate into the bottle or take other precautions, the foregoing shall be conducted by staff of the same sex, in private, and outside the presence of other employees if conducted within County facilities. Employees will be required to indicate to the Employer the types of prescribed or over the counter drugs they are taking prior to the test.

- D. If the employee is unable to provide a urine specimen immediately, he shall be detained until he is able to provide a urine specimen. Employees unable to provide a urine specimen within three (3) hours of being ordered to do so shall be considered to be refusing to submit the specimen.
- E. After the bottle is filled, the supervising officer (or designated medical personnel) must not lose sight of it or compromise such other precautions as may have been taken until he obtains it from the employee.

For the testing of alcohol, an alternative method of testing (e.g. infrared toximeter, blood sample) will be utilized.

- 5. The officer or designated medical personnel witnessing the test by the employee shall then make the appropriate notation on the designated Form A. If the employee is unable within three (3) hours of being ordered or if the employee refuses to submit to the test, this fact shall be noted on Form A.
- 6. The urine specimen shall be forwarded to a contract laboratory for testing and processed as follows:
 - A. The specimen shall be placed in a secured freezer, if it is not to be tested immediately. All persons handling the specimen shall make an appropriate notation on Form A. The number of persons handling the specimen should be minimized.
 - B. For applicants to positions within the Sheriff's Department, the thin layered chromatography (TLC) test shall first be administered. The TLC testing shall be performed by sending the sample to a contract laboratory. The results obtained shall be noted on the form. If a positive result is obtained on an applicant, a second test shall be performed on the same specimen using an alternative scientific method, Enzyme Multiplied Immunoassay Technique (EMIT). In the event that both tests are positive, an applicant may request at applicant's cost the sample be tested using the Gas Chromatography/Mass Spectrometry (GC/MS) method. If this test is negative, the applicant will be reimbursed.

For all tests, the lab shall be instructed:

- 1) To freeze all specimens yielding positive results.

2) To return the Form A, the lab report and any printouts showing positive results.

C. For employees, the GC/MS test shall be performed.

7. Reporting of results: Form A, together with all printouts of positive results and any lab reports, shall be forwarded to the Human Resources Administrator who will be responsible for interviewing the employee regarding the results.

D. Confidentiality. The Human Resources Department will be designated to receive any positive reports. It will notify medical and other members of the County strictly on a need-to-know basis.

No laboratory reports or test results shall appear in a personnel folder. Information of this nature will be included in the medical file with a marker to appear on the inside cover of the personnel folder to show that this information is contained elsewhere.

Use of Results

1. Any action to be taken on receipt of a positive report which has been confirmed will be taken by the agency head only after receiving a report from the Human Resources Department.
2. The detection of the use of any illegal drug may be grounds for immediate dismissal. The employee, however, should have every opportunity to explain the presence of any drug in his system, and if need be, substantiate his explanation with medical evidence.
3. Obviously, the presence of a drug such as phencyclidine (PCP) is self-explanatory. However, the use of prescribed drugs could be an indication of a possible health problem and close look will be given to the employee's job responsibilities and whether the use of these drugs poses a potential hazard to himself, his fellow employees or the general public.
4. In keeping with County policy, every effort should be made to assist the employee to deal with his problem. However, if this fails or if it is obviously inappropriate given the nature of the drug usage and the employee's position, then appropriate disciplinary action shall be instituted.