

LABOR AGREEMENT BETWEEN

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

AND

KALKASKA COUNTY SHERIFF DEPARTMENT

AND

KALKASKA COUNTY BOARD OF COMMISSIONERS

**JANUARY 1, 2009 THROUGH DECEMBER 31, 2010**

**AGREEMENT**

This Agreement made and entered into this 12<sup>th</sup> day of May 2009, by and between the **Kalkaska County Board of Commissioners** and the **Kalkaska County Sheriff**, together hereinafter referred to as the "**Employer**", and the **Command Officers Association of Michigan**, hereinafter referred to as the "**Union**".

**ARTICLE I**  
**RECOGNITION, AGENCY SHOP AND DUES**

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 Union as the exclusive representative for the purposes of collective bargaining with respect to pay, wages, hours of employment and other conditions of employment during the term of this Agreement for all employee's employed in the Kalkaska Sheriffs Office in the following described unit:

All full-time sergeants, detective sergeants, and lieutenants, but excluding The Sheriff, under sheriff, deputies, marine deputy, court/corrections officers, Dispatchers, clericals, confidential secretary and all other employees of Kalkaska County.

1.2: Union membership

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

- A. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all the employees in the bargaining unit and not only for members in the Union.
- B. All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, less any money used for purposes other than collective bargaining and servicing of the contract by the Union. For the present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of the Agreement, whichever is later, and for new employees, the payment shall start ninety-one (91) days following the date of employment.

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1.3: Checkoff

The Employer agrees to deduct periodic, monthly Union membership dues or the monthly service fee from the pay of each employee who voluntarily executes and files with the Employer the proper checkoff authorization form. The following checkoff authorization form shall be used exclusively and shall be supplied by the Union:

**CHECKOFF AUTHORIZATION FORM**  
**COMMAND OFFICERS ASSOCIATION OF MICHIGAN**  
**KALKASKA COUNTY UNION**

I hereby request and authorize Kalkaska County to deduct from my wages hereinafter earned by me while employed by the Kalkaska County Sheriff's Office, my Union dues of \$\_\_\_\_\_ per month, or my fair share representation fee 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.

Please Print

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Last Name	First Name	Middle initial
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Date deduction to start:

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Month	Date	Year
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Signature

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Social Security Number

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Address

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Date signed

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City	State	Zip Code
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1.4: Save Harmless

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, liability and any other action arising from this section or compliance therewith by the Employer.

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1.5: Rights of the Employer

- A. The Employer retains and shall have the sole and exclusive right to manage and operate the County in all of its operations and activities. Among the right of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matter pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work and the number of personnel required; to direct and control operations; to maintain order and efficiency; to discontinue, combine or reorganize any part or all of its operations; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance whether in or out of the County's facilities and in all respects to carry out the ordinary and customary functions of administration of the County. The Union hereby agrees that the Employer retains all rights established by law and reserves the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. These rights shall not be subject to the grievance and arbitration procedures established herein.
- B. The Sheriff shall have the right to hire, promote, assign, transfer, suspend, discipline or discharge for just cause, layoff, and recall personnel, to establish reasonable work rules and to fix and determine reasonable penalties for violation of such rules, to make judgments as to ability and qualifications, to establish and change work schedules, provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement. Any violation of specific provisions of this Agreement or any discipline or discharge shall be subject to the grievance procedure.

1.6: Discipline Responsibility

Discipline is primarily the responsibility of the Sheriff or his representative.

**ARTICLE II**  
**SENIORITY**

2.1: Seniority Definition

Seniority shall be defined as the length of the employee's continuous service with the Kalkaska Sheriff's Department from his last date of hire. The applications of seniority shall be limited to the preferences specifically recited in this Agreement.

2.2: Classification Seniority

Classification seniority shall be defined as the length of the employee's continuous service within the classification promoted or assigned to.

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**2.3: New Hire Probationary Period**

All new employees shall be considered probationary employees for a period of twelve (12) months after hire. The contract shall apply to probationary employees as applicable, but probationary employees may be terminated by the Sheriff at any time during their probationary period at the will of the Sheriff and for any reason, without recourse to the grievance and arbitration provisions of this Agreement.

**2.4: Seniority List**

The Sheriff shall post a list of the employees within the above stated classification in order of their seniority and classification seniority every six (6) months. This list shall be posed in a conspicuous position at the place of employment.

**2.5: Loss of Seniority and Employment**

An employee's seniority with the Employer shall terminate for any of the following reasons:

- A. He/She quits or retires.
- B. He/She is discharged and is not reinstated through the grievance procedure.
- C. He/She is convicted of a felony, a circuit court misdemeanor, or a district or lower Court misdemeanor of unlawful blood alcohol content, assault, battery, or possession or use of marijuana, or any other illegal drug or narcotic.

Convictions other than the foregoing shall not necessarily result in the automatic loss of seniority. The Sheriff will determine the penalty to be imposed and a loss of seniority penalty will depend of the seriousness of that misdemeanor and other relevant circumstances, and shall be subject to a just cause standard in the grievance and arbitration provisions of this Agreement.

- D. He/She is absent for three (3) working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This section is not to be construed as limiting the Sheriff's right to disciplinary action for any unjustified absence.
- E. He/She fails to return to work within ten (10) working days from the date of recall or three (3) working days from the specified date, following the termination of any leave of absence or vacation, unless otherwise excused.
- F. He/She is on continuous layoff or leave of absence of any kind for a period of two (2) years, or the length of his seniority, at the time of the layoff or leave of absence began, whichever is less.

**2.6: Promotional Advancement**

The Sheriff reserves and shall have the right to make promotions based primarily on ability, seniority, qualifications, and performance of duty. Promotional vacancies shall normally be filled by the promotion of employees already in the department, except in cases where there is not a qualified person available in the department, in which case such vacancies may be filled from outside the department. In making promotions, consideration shall be given to

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the applicant's ability, seniority, qualifications, performance records, and the results of competitive examinations given.

**2.7: Layoff Procedure**

Reductions in the workforce shall be accomplished in the following manner:

The Sheriff shall determine what classifications are to be affected, and to what extent, on the following basis:

- A. The first employee to be laid off shall be the probationary employees in the Classification affected.
- B. The next employee to be laid off shall be the employee with the least classification seniority in the classification affected.

**Intra-department Bumping between Classifications**

Employees removed from their classification may within three (3) days exercise their option to use department seniority to bump employees in any lower paying classification within the bargaining unit. At the time of said Bump, employees must have the physical ability to perform the primary and related duties of the position sought. The bumping employee must satisfy all department criteria for said position prior to assignment, including but not limited to State required certifications. There shall be no expense to the County when "bumping down" is utilized. The bumping employee must possess more seniority than the person they are attempting to replace. Employees who bump pursuant to this section shall assume the rate of pay of the classification sought.

- C. Contract employees whom the Sheriff may hire to perform work in political subdivisions of Kalkaska County will not be used to displace bargaining unit employees, and bargaining unit employees may bump such contract positions in the event of a layoff.

**2.8: Recall**

An employee shall be recalled to his classification when the force is increased, in inverse order of layoff.

**2.9: Notification of Recall**

Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the employee's last known address. The notice shall set forth the date the recalled employee is expected to return to work. It shall be the employee's responsibility to keep his current address on file with the department.

**2.10: Non-bargaining Unit Positions**

An employee who is promoted to a Sheriff's Department position outside the bargaining unit shall not continue to accumulate seniority while in such a position. If the Sheriff determines

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to return him to a bargaining unit position, he shall be credited with his former seniority that accumulated while inside the bargaining unit.

**2.11: Grievance Definition**

For the purpose of this Agreement, "Grievance" means any complaint by an employee or the Union concerning application and interpretation of this Agreement as written.

**2.12: Grievance Procedure**

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. All grievances shall be processed in the following manner:

Step 1: An employee, with or without his steward, shall first discuss his grievance with Sheriff within five (5) working days after the occurrence of the incident, which gave rise to the grievance. If the matter is not satisfactorily adjusted in such discussion, the employee shall reduce the grievance to writing and submit the written grievance to the Sheriff or his designated representative within (5) calendar days after such discussion. The grievance shall be dated and signed by the aggrieved employee and shall set forth the facts and the provision of the Agreement that are alleged to have been violated and the remedy desired.

Step 2: After the receipt of the written grievance by the Sheriff or his designated representatives, a conference between Union representative and Employer representative will be held within ten (10) calendar days thereafter. The Employer representative shall be the Sheriff who is responsible for management rights issues and a member of the Personnel Committee if the grievance has a financial implication to the Board of Commissioners. The Commissioner's participation is not to assume, supersede, or overrule the authority of the Sheriff described in sections 5 and 6, but to make a recommendation to the Board of Commissioners for a Step 2 settlement on a grievance of a financial nature. The Union's representative shall be the steward or his alternate. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) calendar day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall place its written answer on the grievance within five (5) calendar days after the meeting and return the grievance to the steward.

Step 3: If the grievance has not been settled in the last step, the Union may submit such grievance to arbitration, provided such arbitration is requested in writing within twenty (20) calendar days after receipt of the Step 2 answer.

Sergeants may designate one sergeant to present grievances by sergeants and in such case, the sergeant so designated will act as steward under the grievance procedure for grievances by sergeants.

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**2.13: Time Computation**

Holidays recognized by this Agreement shall not be counted under the time limits established in the grievance procedure.

**2.14: Time Limitations**

The time limits established in the grievance procedure shall be followed by the parties and the aggrieved employee. If the time limit procedure is not followed by the Union or the aggrieved employee, the grievance shall be considered settled in accordance with the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but arbitration shall only be instituted upon timely written notice by the Union. The time limits established in the grievance and arbitration procedure may be extended by mutual agreement, reduced to writing and signed by the parties.

**2.15: Grievance Settlements**

Settlement on any written grievance shall be reduced to writing and signed by the parties.

**2.16: Grievance Resolution**

All grievances which are satisfactorily resolved in the first step of the grievance procedure and which have financial implications must be approved by the Board of Commissioners before they shall be final.

**2.17: Discharge Grievance**

Any grievance protesting discharges or disciplinary time off may be initiated in writing at Step 2 of the grievance procedure within five (5) calendar days after the discharge or discipline is announced.

**ARTICLE III**  
**ARBITRATION**

**3.1: Selection of Arbitrator**

Upon receipt of a request for arbitration, the parties shall obtain a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service. One (1) arbitrator shall be selected by the parties alternately striking a name from the panel and the name remaining shall serve as the arbitrator. The Union shall strike the first name. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the expenses of its own witnesses.

**3.2: Arbitrator's Power**

The arbitrator's power shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be at all times governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter, or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a



case from the parties, the arbitrator acknowledges his limitations of authority and agrees not to decide an issue which is outside of his jurisdiction under this Agreement. The arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan, and that the Employer exists for the purpose of serving the public and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws. Any award of the arbitrator shall not be retroactive prior to the time the grievance was first submitted in writing.

**3.3: Administrative Procedures**

The Union acknowledges that a right to have arbitration as provided herein, on behalf of itself or any employee that it represents. It agrees that no action will be instituted in any court or before any administrative tribunal or agency until all of the grievance and arbitration procedures established herein have been followed. If the grievance also includes an alleged violation of other rights which may be pursued in court or before administrative tribunals, an employee shall expressly waive any such rights if he proceeds to have his grievance determined by an arbitrator. The arbitrator's decision shall be final and binding on that Employer, Union and employee, provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded his jurisdiction, or that such decision was obtained through fraud or other unlawful action.

**ARTICLE IV**  
**NO STRIKE – NO LOCKOUT**

**4.1: No Strike – No Lockout**

During the term of this Agreement, neither the union nor any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence from his position, or stoppage of work or abstinence in whole or in part) for any purpose whatsoever. The Union further agrees that during the life of this Agreement, it will not cause or authorize or permit any of its members to cause, promote, instigate or take part in any strike as herein defined or any other activity that may disturb or interfere with the services and responsibilities of the Employer. Any individual employee or group of employees who violate or disregard the prohibition of this section may be summarily discharged by the Employer without liability on the part of the County Board, Sheriff, or the Union. The Employer fully agrees not to cause any lockout of the employees during the term of this Agreement.

**ARTICLE V**  
**UNION REPRESENTATION**

**5.1: Union Representatives**

The Employer recognizes the right of the Local Union membership to elect one (1) Union Representative and one (1) alternate from the Employer's seniority list. The Union Representative may participate in the grievance procedure as set forth above in Section 2.12.

**5.2: Union Committee**

The Employer agrees to recognize a Union Committee of not more than three (3) non-probationary employees covered by this Agreement. It shall be the responsibility of the Union Committee to meet with the Employer at such times as collective bargaining negotiations are held. If a committee member is not readily available, an alternate may be designated. The Union shall furnish the Employer in writing with the names of its collective bargaining committee members. The Employer and/or the Union may have outside representatives present during negotiations.

**5.3: Lost Time**

The Union Representative shall be permitted to investigate, present and process grievances on the Employer property without the loss of time or pay during this regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the Union Representative and the Employer Representative. Time spent on grievances shall not interfere with the normal workings of the Department.

**5.4: Union Visits to Employer**

Authorized representatives of the Union shall be permitted to visit the operation of the Employer, at reasonable durations so as not to interfere with the normal operations of the department, for the purpose of talking with the stewards and for conferring with the Employer, where the parties agree to confer, over matters covered by this Agreement.

**ARTICLE VI**  
**LEAVES OF ABSENCES**

**6.1: General Rules Regarding Leave of Absence**

All leaves of absence shall be without pay. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence, unless otherwise provided. Leaves of absence shall not be taken for the purpose of obtaining or working at other employment.

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**6.2: Personal Leaves of Absence**

Any employee desiring personal leave of absence without pay from his employment shall secure written permission from the Sheriff. Any personal leave will be in writing and shall state the duration of such leave. Permission for extensions must be secured, in writing, from the Sheriff. The employee, during such leave, shall provide all information, and/or documentation to the Sheriff upon request for purpose of verification of the merits or reasons for said leave or any extensions thereafter acquired.

Failure of the employee to comply with the above position may result in the complete loss of seniority rights and/or discharge for the employee involved.

**6.3: Union Leave**

The Employer agrees to grant time off not to exceed three (3) days in one calendar year, without discrimination or loss of seniority rights and without pay, to one (1) officer of the Union designated by the Union to attend a Union Convention or meeting, provided two (2) weeks written notice is give to the Employer by the Union, specifying length of time off and the name of the officer of the Union designated for the Union activities. Due consideration shall be given to the department so that there shall be no disruption of the Employer's operations due to the lack of available employees or in the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

**6.4: Sick Leave**

Sick leave without pay 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. An employee may be on sick leave for a period of not more than one (1) year or the length of his/her seniority, whichever is less, and seniority shall not continue beyond that time. The Employer may request as a condition of continuance of any extended sick leave, proof of continuing disability. Any employee returning to work from a sick leave may be required to present a doctor's certificate that the employee is physically able to perform the required work. Any physical condition which may affect an employee's ability to perform his/her duties should be reported immediately to the Sheriff. All injuries 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 the Employer's choice and at the Employer's expense, and if just cause is found, require the employee to take a sick leave of absence.

**6.5: Family and Medical Leave Act**

The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act and that any contrary provisions contained in this contract is superseded by the Family and Medical Leave Act.

6.6: Funeral Leave

An employee shall be granted three (3) consecutive days funeral leave, including the date of the funeral, to attend the funeral for a death which occurs in the employee's immediate family. An employee who loses work from his/her regularly scheduled hours shall receive his/her regular rate of pay for such time lost for funeral leave. "Immediate family" means the employee's spouse; parent; step-parents; child; stepchildren; sister; brother; step-brothers/sisters; grandparents; grandchildren,, including those of current spouse, grandparents-in-laws; brother or sister of spouse; mother-in-law or father-in-law.

**ARTICLE VII**  
**HOURS OF WORK AND OVERTIME**

7.1: Work period

The normal work period shall consist of fourteen (14) consecutive days co-extensive with the bi-weekly pay period.

7.2: Workday

An employee's normal workday shall consist of eight (8) consecutive hours. A workday shall be defined as a twenty-four (24) hour period commencing from 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) hour of off-duty time is scheduled between the end of one shift and the start of another.

7.3: Overtime

Overtime, other than of an emergency nature, must have the prior approval of the Sheriff or his designated representative.

7.4: Premium Pay

- A. Time and one half of the employee's straight time regular rate of pay shall be paid for all hours worked in excess of eighty (80) hours in any one (1) work period. For Purposes of eligibility and calculation, paid time off shall count as hours worked.
- B. Time spent in training which is required by the Employer shall be considered time worked for the purpose of calculating overtime pay.
- C. Time and one half of an employee's straight time regular rate of pay shall be paid for regular schedule shift worked on holidays as recognized in Article VIII, plus holiday pay if applicable.
- D. There shall be no pyramiding or duplication of premium or call-in pay.

**7.5: Call-In Pay**

Employees called in to work outside their normal shift times shall be guaranteed a minimum of four (4) hours pay at the rate of time and one half. The officer may be required to work the entire four hours. If the officer is called in less than four (4) hours before the start of a shift, the guarantee shall be for the time between the time the officer starts work and the start of the shift, at the rate of time and one half.

**7.6: Court Time**

Bargaining unit employees who are compelled to appear in court to give testimony in a criminal proceeding on their pass days or other authorized off-duty time will receive a minimum of three (3) hours pay at the rate of time and one half. Bargaining unit employees who are compelled to appear in court in a civil proceeding on their pass days or other authorized off-duty times will receive a minimum of three (3) hours pay at their straight time regular rate of pay. Court time shall not count as "hours actually worked" within the meaning of Section 7.4. Employees compelled to appear for court time may be assigned other duties.

**7.7: Shift Differential**

Effective the first full pay period after January 1, 2006, those employee's who are regularly scheduled to work, and do work, between the hours of 4:00 pm and midnight shall receive, in addition to their regular rate of pay, twenty-five cents (.25) per hour as an afternoon shift premium. Those employee's who are regularly scheduled to work, and do work, between the hours of midnight to 8:00 am shall receive, in addition to their regular rate of pay, thirty-five cents (.35) per hour as a night shift premium. For purposes of this section, "regularly scheduled" means an employee who works the foregoing shift hours for five (5) consecutive workdays or more. After the fifth consecutive day, the shift premium shall be paid for such hours worked.

**ARTICLE VIII  
HOLIDAYS**

**8.1: Holiday Schedule**

All employees shall receive eight (8) hours pay at their straight time regular or base rates exclusive of all premium pay for each of the following holidays, provided the employee is eligible under the rules established in Section 8.2.

New Year's Day  
Christmas Day  
Employee's Birthday  
Veteran's Day  
Easter Day (1/1/95)

Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Floating Holiday (1/1/96)

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Effective January 1, 2009, all employees who have worked at least six (6) months will receive three (3) personal days off per year. Personal Leave Days and Floating Holiday will be managed and scheduled in the same manner as Vacation Days.

**8.2: Holiday Eligibility**

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

- A. The employee must work his hours on the Department's last regularly scheduled day before and the first regularly scheduled day after the holiday, unless otherwise excused by the Sheriff.
- B. The employee must not be suspended for disciplinary reasons unless such suspension is overturned by grievance or arbitration.
- C. The employee must not be on a layoff or leave of absence.

**ARTICLE IX**  
**VACATIONS**

**9.1: Vacation Schedule**

All full-time employees will be covered under the below listed schedule. All employees with seniority who shall have worked during the period establishing his/her vacation eligibility as set forth below shall be granted a vacation with pay in accordance with the following schedule, provided they shall have worked the requisite and qualifying number of hours as set forth in the section below:

<u>Years of Service</u>	<u>Length of Vacation</u>
Over 1 year	6 days
Over 3 years	10 days
Over 5 years	15 days
Over 10 years	20 days
Over 15 years	22 days
Over 20 years	25 days

**9.2: Vacation Eligibility**

In order to be eligible for the vacation benefit above, an employee must have worked for the department during the year immediately preceding his anniversary date a total of at least 1800 hours. If he/she should fail to qualify solely because of the requirement as to hours, he/she shall receive pro-rata vacation pay on the basis of hours actually worked, based on his years of service, provided that he/she shall have worked a minimum of 1000 hours during the anniversary year. Vacation pay shall be at the employee's straight time regular rate of pay

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exclusive of all premium pay. Employees may carryover ten (10) vacation days at the end of each year which must be used by the following May 1<sup>st</sup> of each year.

**9.3: Workers Compensation/Vacation Accrual**

No other benefits shall continue or accrue during a time an employee is on workman's compensation such as, but not limited to, vacation and personal leave, sick and accident insurance, life insurance and holiday pay.

**9.4: Vacation Scheduling**

Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of the seniority employees, after January 1<sup>st</sup>, each employee shall indicate on a yearly calendar his/her vacation request no later than April 1<sup>st</sup>. After April 1<sup>st</sup>, all employees who have failed to select their vacation time will take whatever time is available on a first come first serve basis. Employees will be notified of the approval of vacation periods with in a reasonable time after April 1<sup>st</sup> of the applicable year. Any request change in vacation schedule after the notification will require at least thirty (30) days notice. Exceptions may be made for unusual circumstances.

Any employee desiring vacation time between January 1<sup>st</sup> and April 1<sup>st</sup> should submit the request prior to November 1<sup>st</sup>. Request for this time period submitted after November 1<sup>st</sup> will be on a first come first served basis.

It is understood between the employer and the employees that seniority will be the total continuous years of service. It is further understood that no more than one person shall be on vacation leave from a classification at a time, unless approved by the Sheriff.

**ARTICLE X**  
**PAID SICK LEAVE**

**10.1: Paid Sick Leave**

Employees covered by this Agreement shall earn and be granted sick leaves of absences with pay under the following conditions and qualifications:

- A. Upon completion of six (6) months employment each full-time employee shall be credited with six (6) days of sick leave and will thereafter earn additional sick leave at the rate of one (1) working day for each full month of employment.
- B. One (1) day of sick leave credits shall equal eight (8) hours at the employee's regular hourly rate of pay when he/she takes his sick leave.
- C. An employee may utilize his sick leave allowances when it is established to the Sheriff's satisfaction that an employee is incapacitated for the safe performance of his duty due to illness or injury.

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- The Sheriff may require as a condition of any sick leave a medical certificate setting forth the 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 including discharge.
- D. Unused paid sick leave credits may accumulate up to a total of forty-two (42) days. The twelve (12) earned in the year the cap was exceeded are eligible to be "cashed in" as described in Section I below. As of June 1, 2000, current employees with unused sick days exceeding forty-two (42) days will be allowed to maintain their current number and draw down to the new limit.
  - E. An employee may use up to two (2) of his/her sick days per year in cases of serious family illness in the household with the approval of the Sheriff.
  - F. Sick leave is a benefit for the employees to be used in case of illness. It is not a benefit to be converted to wages. Employees who are discharged, or severe their employment while not in good standing, forfeit all accrued sick leave benefits. Employees who resign or retire in good standing can convert half (50%) of their unused sick days, up to a maximum of forty-two (42), for half pay. Example: 42 sick days cashed in equal 21 days of pay. Employees who retire with twenty-five (25) years of service with Kalkaska County Sheriff's Department at the time of retirement can convert their unused sick days, up to a maximum of forty-two (42), for 75% pay. Example: 42 sick days cashed in equal 31.50 days of pay.
  - G. After an employee has exhausted his paid sick leave benefits, then such leave, including an extended medical leave, shall be without the accumulation of any fringe benefit predicated on length of service with the County or Sheriff's Department.
  - H. After an employee has accumulated thirty-six (36) sick days, he/she may elect in December of each year, to receive one (1) day's pay for two (2) sick days, up to a total of twelve (12) sick days and such sick days so paid shall not be accumulated further.
  - I. Sickness, accident and disability program. Effective within ninety (90) days of the Effective date of this Agreement, the Employer will implement a sickness, accident and disability program. Said program will provide 52 weeks of coverage with a benefit of 70% of weekly pay up to a maximum of \$400.00 per week. The program coverage will take effect after thirty (30) calendar days. In the event there is a dispute between sickness, accident and disability insurance and workers compensation insurance, the Employer will pay the lowest benefit until such time as the dispute is resolved, or 52 weeks whichever is less. The employee is not entitled to Employer and insurance benefits arising out of the same event. Employees are to reimburse the Employer for such payments upon receipt of payments from the insurance carrier, or through payroll deduction.



**ARTICLE XI**  
**INSURANCE**

11.1: Hospitalization

The County shall pay the cost of current hospitalization plan, including Master Medical, PPO Option II @ or its equivalent for all employees who have completed thirty (30) days of employment and their dependents, provided that any employee who elects dependent coverage shall contribute \$5.00 per month toward the cost of the plan. Effective April 1, 2003, the plan will include prescription drug coverage (\$10/20 drug card) reimbursed to \$10.00, as well as the F.A.E. rider.

A. Group health insurance implemented:

Deductible:	\$500 (individual) \$1,000 (family)
Co-pay:	20%
Maximum stop loss:	\$1,500/\$3,000 (deductibles limits)
Prescriptions:	\$10/\$40
Mail order:	\$20/\$80
Office visit co-pay:	\$10
Preventative care:	\$500
Vision:	FS VSP 24/24/24
Birth control:	Covered

Cadillac insurance to be the third-party administrator for the program. The eligible employee will be reimbursed down to the pre-existing deductible through the third party administrator. The procedure for reimbursement to be implemented. For contract years 2009/2010 the employer may change to a higher PPO insurance plan and reimburse employees back to the PPO II insurance plan level.

In the event a full-time employee is killed in the line of duty, the Employer will continue to provide the above-mentioned hospitalization plan to the immediate family for three (3) years from the date of the employee's death at no cost to the employee's survivors.

11.2: Life Insurance

The County will provide fifteen thousand dollars (\$15,000.00) group term life insurance for all employees with seniority.

**11.3: Pension**

Effective June 1, 2000, the Employer improved Pension Plan Michigan Employee's Retirement System (MERS) Plan B-4 with 25 years continuous service and out without age restriction, and Cost of Living Option to Benefit Program E-2. The Employer shall continue to assume the full cost of the retirement program as has been done since January 1, 1991. Effective June 1, 2000 the Employer shall improve the final average compensation factor to a FAC-3 year level under MERS.

Effective May 1, 2009 all newly hired employees shall be placed into a MERS Hybrid retirement plan. This plan will consist of a two percent (2%) multiplier for the defined benefit portion of the plan with the County paying a maximum of six percent (6%) contribution to the plan. Employees will pay any costs over the employer's six percent (6%) contribution under the defined benefit portion of the plan. Employees may contribute up to six percent (6%) of their gross wage for the defined contribution portion of the plan in accordance with MERS rules and guidelines.

**11.4: Dental Insurance**

The Employer will provide full-time employees and dependents a 75/50/50 (\$800.00) dental plan to be paid one-half (1/2) by the Employer and one-half (1/2) by the employee through payroll deduction. Adoption of the dental plan requires full participation by the employees. This plan shall not result in an increase in premiums for employees over those paid in 1987. Effective May 1, 2009 all newly hired employees will pay fifty percent (50%) of the cost of the dental plan they are participating in.

**11.5: Retiree Medical Insurance**

Effective June 1, 2003, those employees with twenty-five (25) years of continuous service with the Kalkaska Sheriff's Office, will be provided the medical coverage in effect at the time of their retirement. There will be a cap of \$500.00 per month that the County will pay for retiree medical insurance, which will only provide coverage for the employee until the employee is eligible for Medicare. Effective June 1, 2003, those employees with fifteen (15) years of service with the Kalkaska Sheriff's Office, and who have attained the age of sixty (60) will be provided with the medical coverage in effect at the time of their retirement. This coverage will be based on a 50/50 co-pay between the employee and the Employer, with a cap of \$250.00 per month that the County will pay for retiree medical insurance and will provide coverage for the employee until they are eligible for Medicare. Group rates will be made available in the following circumstances:

- A. Employee continues coverage after they are eligible for Medicare.
- B. Employee desires coverage for spouse/dependent children.

The above mentioned coverage's (A,B) will be paid 100% by the employee.

**ARTICLE XII**  
**GENERAL PROVISIONS**

12.1: Detective Clothing Allowance

Detectives who are permanently assigned, including Youth Officers and Narcotics Officers, shall receive an annual \$200.00 clothing allowance which will be pro-rated and paid quarterly. Detectives who are temporarily assigned, being defined as those assigned to the detective rank for a period of ninety (90) days or less, or part-time detectives shall not be eligible for any clothing allowance.

12.2: On Call Status

The Sheriff may require command officers to be scheduled for "on call status" during weekends and holiday periods. Such officers are required to be available and reachable by telephone and pager. Officers who are required to be in an on call status for the previous year shall be compensated by an allotment of seven (7) additional vacation days in the succeeding year. In the event a command officer only serves a portion of the previous year, these command vacation days will be prorated based on the percentage of the year worked. In all other respects, command vacation days will be managed as regular vacation.

12.3: Pay Periods

The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

12.4: Bulletin Boards

The Employer shall provide a Bulletin Board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union and Employer. Only official notices are to be posted and must have the signature of either a Union or Employer representative.

12.5: Training

Employees issued department weapons will be provided with twenty-five (25) practice rounds per month for firearms training and familiarization, upon request.

12.6: Temporary Transfer

In the event the Sheriff decides to fill a temporary job opening in a higher classification due to illness, emergency leave, vacations, temporary work increases, weather or other cause, the Sheriff shall select the employee he feels is best suited for such temporary transfer.

Consideration shall be given to the employee's ability, work record, qualifications and seniority as exclusively judged by the Sheriff or his designated representative.

12.7: Loss or Damage

Employees shall not be charged for loss or damage of the Employer's property, tools, equipment, mobile or tangible items, or articles rented or leased by the Employer unless it is shown that said employee used or operated such an article in a careless or negligent manner, or used or operated said article or property for private purpose without the permission of the Employer. The employee shall be responsible for damages caused maliciously or through gross negligence.

12.8: Moonlighting

No employees 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 is undertaken if such employment is other than on an irregular or occasional basis. Employees shall not wear the department uniform unless they are working for or with the permission 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: 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.

12.10: Captions

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

12.11: Time Sheet Examinations

The Union shall have the right to examine relevant time records pertaining to the computation of compensation of any employee whose pay is in dispute, at reasonable times on the Employer's premises, provided the employee consents.

12.12: Rules

The Sheriff shall have the right to establish rules and regulations for the operation of the Department. The Sheriff shall notify the Union of any new rule or regulation before it is implemented. In the event the Union wishes to discuss the reasonableness of any new rule or regulation, it may request, within five (5) days of notification of such rule or regulation, a meeting with the Sheriff to discuss it and such meeting shall be held promptly. Rules and regulations shall be in writing. If recent residency legislation is upheld, or a constitutional amendment is unsuccessful, the Sheriff's residency rule will be amended so as to comply with current state law.

If the Union is not satisfied with the reasonableness of any rule implemented by the Sheriff, it may, within fifteen (15) days after the implementation of such rule, file a grievance protesting the reasonableness of such rule through grievance and arbitration procedure.

12.13: New Hire - Uniforms and Equipment

The County will continue to furnish uniforms and equipment for sergeants and lieutenants as previously furnished, except that it will provide four (4) summer shirts and four (4) winter shirts.

12.14: Annual Clothing/Maintenance Allowance

Sergeants and Lieutenants shall receive annually four hundred (\$400.00) dollars said payment to be paid in November of each year.

Sergeants and Lieutenants regularly assigned to law enforcement duties will be provided bullet-proof vests which must be worn while working. The vests will be maintained and replaced according to U.S. Department of Justice, National Institute of Justice Guide 100-1, pages 60-62, published November 1, 2001. On an annual basis, armor will be visually inspected for conditions that make the armor unsuitable for use (proper fit, signs of wear, and proper care/maintenance and serviceability). Manufacturer's warranty is interpreted as a benchmark for service life and not a reflection of the anticipated service life of the armor. Depending on results of annual inspection, armor may be replaced before or after manufacturer's warranty date. Sergeants and Lieutenants with personally owned vests may continue to wear same until deemed unsuitable through the annual inspection process. All County issued vests will remain the property of the County and must be returned upon replacement or termination of employment. This provision will be completely implemented by December 31, 2003.

12.15: Transporting Prisoners

The Sheriff shall determine the number of personnel required to transport prisoners. In determining whether more than one (1) person should transport prisoners, the Sheriff shall consider the nature of the crime involved, any history of violence, the prisoner himself, and the distance involved. Two (2) persons (either departmental personnel, court officers, reserves, or employees of another police agency, where applicable, etc.) shall be used to transport four (4) or more criminal felons or to transport prisoners to a state prison.

12.16: Tuition Reimbursement

Employees who request tuition reimbursement shall received up to \$500.00 per semester as approved by the Sheriff prior to enrolling in a class in any given semester.

**ARTICLE XIII**  
**SAFETY**

13.1: Reports of Accidents

Any employee involved in any accident while on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall fill in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employees to disciplinary action by the Employer. Employees shall report any injuries sustained off duty, except minor injuries.

13.2: Condition of Vehicle

The Employer will equip all vehicles with safety appliances required by law and will maintain vehicle in safe operating condition. Any defects or unsafe conditions in vehicles or other equipment must be promptly reported to the Employer in writing, no later than the end of the employee's shift.

13.3: Safety Protest

When an employee is required by a supervisor to work using equipment which the employee regards as unsafe, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest. Any equipment that has been written up as unsafe will be inspected by the Sheriff or his representative as promptly as possible, and the Sheriff or his representative will promptly cause such repairs to be made as he determines necessary.

The Sheriff, and such county representative as he/she may invite, shall meet with up to three (3) employee members to discuss safety issues. Two (2) of the employee members will be picked by the Sheriff and one (1) by the employees. The meetings will be held upon request of the employees, but not more frequently than quarterly.

13.4: On-the Job Injury

An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by Medical Authority for the remainder of the shift, will be paid for the time lost on the remainder of the shift on the date of injury.

13.5: Humanitarian Clause

Should an employee covered by this agreement become physically or mentally handicapped to the extent that he cannot perform his normal job duties, the Sheriff has the right, but shall not be obligated, to place the employee in a position that he is physically and mentally able to perform within the Sheriff's Department. The determination of the employee's physical and mental limitations is to be made by a physician selected by the Employer.

**ARTICLE XIV**  
**SEPARABILITY AND SAVINGS CLAUSE**

14.1: Separability Savings Clause

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

**ARTICLE XV**  
**WAIVER**

15.1: 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, expressed or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

The provisions of this agreement cannot be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the, Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter 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 parties at the time that they negotiated or signed this Agreement.

15.2: Duration

This Agreement shall remain in force until December 31, 2010, at midnight, and thereafter for successive periods of sixty (60) days, unless either party shall on or before the sixtieth (16) day prior to expiration, or subsequent sixty (60) day period, serve written notice on the party of a desire to terminate, modify, alter, negotiate, or change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date or subsequent sixty (60) day period, whichever is the case, in the same manner as a notice of desire 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 the amendment.



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**Kalkaska County/COAM**  
**Effective Dates 01/01/2009 to 12/31/2010**

15.3: Signature

COMMAND OFFICER ASSOCTION OF MICHIGAN

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Patrick J. Spidell  
Business Agent

KALKASKA COUNTY COMMAND OFFICERS ASSOCIATION

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Lt.

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Sgt.

KALKASKA COUNTY BOARD OF COMMISSIONERS

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George Shetler, Chairperson

KALKASKA COUNTY SHERIFF

---

David Israel  
Sheriff

**APPENDIX "A"**  
**HOURLY RATE AND CLASSIFICATION SCALE**

Effective the first full pay period beginning on/or after the dates indicated, the following wage rates will become effective: sergeants shall be entitled to a differential of 15% over top deputies step. Lieutenants shall be entitled to a differential of 25% over top deputies step.

CLASSIFICATION	1/1/2009	1/1/2010
<b>LIEUTENANT</b>	24.53	25.01
<b>SERGEANT</b>	22.56	23.01

LETTER OF UNDERSTANDING  
BETWEEN  
THE COMMAND OFFICERS ASSOCIATION OF MICHIGAN  
AND  
THE KALKASKA COUNTY BOARD OF COMMISSIONERS  
AND  
THE SHERIFF OF KALKASKA COUNTY

The parties who are signatures to this document hereby agree to the following:

1. Parity Clause. The employer agrees to utilize the POAM contract as a base to achieve parity of benefits for the command group. The command group shall be entitled to include in their contract any positive/increased benefits that may be given to the POAM group for which the COAM does not have equal or better.

COMMAND OFFICER ASSOCIATION OF MICHIGAN

\_\_\_\_\_  
Patrick J. Spidell  
Business Agent

KALKASKA COUNTY COMMAND OFFICERS ASSOCIATION

\_\_\_\_\_  
Lt.

\_\_\_\_\_  
Sgt.

KALKASKA COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
George Shetler, Chairperson

KALKASKA COUNTY SHERIFF

\_\_\_\_\_  
David Israel, Sheriff

INSERT LETTER OF UNDERSTANDING FOR MERS CHANGE