C O N T R A C T

Between

MIDLAND COUNTY COMMAND OFFICERS ASSOCIATION

and

MIDLAND COUNTY SHERIFF

and

BOARD OF COMMISSIONERS

COUNTY OF MIDLAND

MIDLAND, MICHIGAN

January 1, 2007 - December 31, 2011

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This Agreement entered into on the 1st day of January, 2007, between COUNTY OF MIDLAND, hereinafter called the "County" and the MIDLAND COUNTY COMMAND OFFICERS ASSOCIATION, hereinafter called the "Association" and between the MIDLAND COUNTY SHERIFF, hereinafter called the "Sheriff".

The County and the Sheriff each separately agree with the Association this first day of January, 2007 for and in consideration of the mutual promises each respectively made by and with the Association. (In construing this Agreement it is intended no agreement as between the County and the Sheriff. All provisions represent agreement between the specific party agreeing and the Association.)

It is agreed by the Association that the County and the Sheriff respectively retain and receive unto themselves, without limitation, all powers, rights, authority, and duties conferred upon them by the laws and the Constitution of the State of Michigan, except as expressly limited by the terms of this Agreement. There shall be no implied dilution of the powers conferred upon the County and the Sheriff by law.

ARTICLE I

BARGAINING UNIT

Pursuant to and in accordance with the applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, the County hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, and other terms and conditions of employment generally described by the term "economic" of all Captains, Lieutenants, Jail Manager, Court Security Sergeant, Sergeants, Administrative Secretary and Assistant Jail Manager of the Midland County Sheriff's Office. The Sheriff, and all other executives shall not be eligible for membership in the Association.

Pursuant to and in accordance with the applicable provisions of Act 336 of the Public Acts of 1947, as amended, by Act 379 of the Public Acts of 1965, the Sheriff hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to terms and conditions of employment generally described by the term "non-economic" of all Captains, Lieutenants, Jail Manager, Court Security Sergeant, Sergeants, Administrative Secretary and Assistant Jail Manager of the Midland County Sheriff's Office, excluding, however, the Sheriff, and any other employees covered by separate agreement with the Association. The Sheriff and all other executives shall not be eligible for membership in the Association.

ARTICLE II
RESPONSIBILITIES

The County and the Sheriff each separately agrees that they will not discriminate in any manner against any person in their employ by reason of his or her membership and activity in the Association. The County and the Sheriff each further agrees that they will not in any way interfere with the organization of the Association, and they each will not willfully commit any act calculated to undermine the Association.

The Association agrees to exert every effort on its part to cause the employees, individually and collectively, to perform and render legal and efficient work and services on behalf of the County and the Sheriff and that neither its members or representatives will intimidate, coerce, interfere with, or discriminate against any employee, in any manner, at any time.

ARTICLE III

ASSOCIATION MEMBERSHIP - AGENCY SHOP

All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Association, shall within thirty (30) days of the effective date of this provision or within (30) days of the date of hire by the County whichever is later, become members, or in the alternative, shall within (30) days of the effective date of this provision or within thirty (30) days of their date of hire by the County, whichever is later, as a condition of employment, pay to the Association the initiation fee and each month a service fee in an amount equal of the regular monthly Association membership dues uniformly required of the employees of the County who are members.

The Sheriff and County upon receiving a signed statement from the Association indicating that the employee has failed to comply with this condition, shall dismiss said employee within ten (10) days thereafter unless such condition has been rectified.

An employee shall tender or authorize the deduction of initiation fee and membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Association, shall be deemed to meet the conditions of this Article so long as the employee is not more than thirty (30) days in arrears of payment of such dues or (fees).

The County shall be notified, in writing, by the Association of any employee who is thirty (30) days in arrears in payment of the initiation fee and/or membership dues (or fees).

Each employee in the bargaining unit, who so desires, shall execute an authorization for the deduction of Association dues and initiation fee and service fees.

If any provision of this Article is invalid under Federal or State Law said provision shall be modified to comply with the requirements of said Federal or State Law.

ARTICLE IV

CHECKOFF, PAYROLL DEDUCTION OF DUES

A. The County agrees to deduct from the wages of any employee, who is a member of the Association, all Association membership dues and initiation fees uniformly required, as provided in a written authorization in accordance with the standard form used by the County and the Association, provided that the said form shall be executed by the employee. The written authorization of Association dues deduction and initiation fee shall remain in full force and effect unless revoked as provided in such authorization form, or until termination of employment. The termination notice must be given to the Administrator/Controller and to the Association. The Administrator/Controller shall thereafter cease withholding any monies whatever under such assignments.

B. The Association shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The County or any of its officers and employees shall not be liable to any deal in carrying out such deductions, and upon forwarding check in payment of such deductions by mail to the Association's last known address, the County and its officers and employees shall be released from all liability to the employee and to the Association under such assignments.

C. Such fees shall be authorized, levied, and certified, in accordance with the constitution and bylaws of the Association. Each employee and the Association hereby authorize the County to rely upon and to honor certifications by the Secretary-Treasurer of the Midland County Command Officers Association regarding the amounts to be deducted and the legality of the adopting action specifying such amount of Association dues and/or initiation fees together with a copy of such authorization from the Association.

D. Each remittance shall be accompanied by a list, setting forth the names of those from whom the amount of dues and initiation

fees were deducted, said list to be furnished by the Association.

E. If any provision of this Article is invalid under State Law, such provision shall be modified to comply with the requirements of the Sate law and/or shall be renegotiated for the purpose of adequate replacement.

ARTICLE V

INSURANCE

A. Hospitalization Insurance - Employee

Effective upon ratification of this Agreement by the Parties, the County shall provide BC/BS CB-4, or its equivalent, with prescription Drug Plan 4-25% co-pay, $10.00 minimum, $25.00 maximum, for the employee and the employee's spouse and dependents (as defined in the County's insurance plan with its carrier). Employee's spouses who are employed and have paid health care provided by their employer shall be enrolled in their employer provided health care program. The County shall continue to pay the premium for such coverage for the employee, spouse and eligible dependents during any period the employee is disabled through a service connected injury.

Employees may buy up to the BC/BS CB-6 PPO with the prescription Drug Plan 6-20% co-pay, $5.00 minimum, $25.00 maximum or the current non-union Traditional, or the Traditional 250 plans. If the employee elects one of the above options, they shall be required to pay the difference in rates between the base plan CB-4 and the plan of their choice.

B. Health Insurance - Retiree

This section will not apply to employees who become members of the bargaining unit after January 1, 2008, if said employee was not a member of the Defined Benefit Plan and/or Retiree Health Care Plan in another bargaining unit.

The County will pay the cost of Blue Cross/Blue Shield MVF-1 Comprehensive Hospital Care Certificate, hospital-medical-surgical insurance with the following riders: FAERC, D45NM, ASFP, ML including the Master Medical Program Option 1 (with prescription drugs) for the retiree only. At age 65, the retiree must enroll in Part B Medicare Programs. The County will thereafter pay the cost of Blue Cross/Blue

Shield Master Medical Complimentary Coverage Option 1, or its equivalent.

The County shall also allow the retiree to include in its group coverage the retiree's spouse in accordance with the following provisions;

The County shall pre-fund the Retiree Health Care program by maintaining a separate fund called the "Retiree Health Care Fund" that will be used for the purpose of paying Retiree Health Care Premiums. The County shall annually budget sufficient funds, to contribute to the Retiree Health Care Fund, based upon the actuarially determined amount to be reserved for the future cost of Retiree Health Care Premiums.

Employees shall contribute toward the Retiree Health Care Fund 1% of their biweekly pay to be deposited into the "Retiree Health Care Fund" to assist in the funding of future health care benefits for the retiree and their spouse.

A retiree and spouse shall be allowed to participate in the Retiree Health Care Program benefit provided they meet the following requirements;

* The recipient must be an active retiree of the County and must be receiving monthly retirement benefits pursuant to a County Retirement Plan.

* A retiree's spouse who is covered by health care benefits from the spouse's employer, shall not be allowed to participate in the County sponsored Retiree Health Care Program.

* An employee who is eligible for retirement, regardless of age or years of service, shall be entitled to

Retiree Health Care Benefits for the employee and their spouse. The County shall pay 100% of the health care premiums for the retiree and 50% of the premium for retiree spouses and eligible sponsored dependents and the employee shall pay 50% of the difference.

* The County shall pay an additional 5% of the retiree spouses and eligible sponsored dependent's health care premiums for each year of service in excess of 10 years of service for Retiree Health Care.

* If the employee's spouse is not eligible for coverage at the time the employee retires, the spouse's coverage can be frozen until such time they are eligible at which time coverage shall commence.

* If the employee dies prior to their spouse becoming eligible for coverage, the coverage will still be available to the spouse when they are eligible. The same holds true for dependents of the deceased employee until they reach up to the age of nineteen (19) years or the age of twenty-five (25) as a recognized student.

* If the employee's spouse dies and the employee remarries, the new spouse is eligible for coverage.

* Beneficiaries of retirees shall be allowed to continue to receive health care benefits as long as the named beneficiary is covered by the retiree's health care plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.

* Dependent children of the retiree are eligible for

continued health care coverage after the retiree's death, provided the dependent children were enrolled in the retiree's health care plan at the time of the retiree's death and continue as dependents under the surviving spouse who is the named beneficiary of the retiree who is receiving the deceased retiree's retirement allowance. In the event a dependent child is the named beneficiary and continues to receive the deceased retiree's retirement allowance, and is also enrolled in the retiree's health care plan at the time of the retiree's death, the dependent child shall continue to receive health care coverage through the end of the year in which the dependent child reaches age 19 and age 25 as a recognized student.

* Definition of years of service for Retiree Health Care is defined as the years of service used to compute the retiree's annual retirement allowance.

The County shall continue to pay its share of the premium for Blue Cross/Blue Shield hospital-medical-surgical insurance as defined in this section for the spouse and dependents of any Sheriff Office employee killed in the line of duty, provided however, such obligation to pay premiums shall cease in the event the spouse is remarried or at such time as the dependents reach up to the age of nineteen (19) or the age of twenty-five (25) as a recognized student.

Further, the County shall pay its share of premium for up to six (6) months for Blue Cross/Blue Shield hospital, medical, surgical insurance as defined in this section for the widow and dependents of an employee killed in a non-job related accident or dies from natural causes.

C. Liability Insurance

The County shall provide at no cost to the employee a policy of

liability insurance to indemnify and protect employees against liability arising out of the performance in good faith of the official duties of such employees. Such liability insurance shall protect the employee where he might become legally obligated to pay damages because of:

1. False arrest, detention or imprisonment, or malicious prosecution.
2. Libel, slander, or defamation of character.
3. Invasion of privacy, wrongful eviction, or wrongful entry.
4. Assault and battery pursuant to, during and after arrest.

For the purpose of this section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law or within the scope of employment or in relation to matters committed by law to the employee or to the Sheriff's Office under whose authority the employees is acting, whether or not there is negligence in the doing of such acts. Employees will be covered while engaged in enforcing the law beyond the normal duty hours. Where there is willful misconduct or lack of good faith in the doing of such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this section.

The coverage provided by such insurance shall be in an amount not less than $500,000.00 for each person or an aggregate of $1,000,000.00 and shall include the costs of defense, including attorney fees.

D. Life Insurance

The County shall pay the full premium upon a term policy of group life insurance providing coverage to each employee in the classification in the amount of $50,000.00 or the employees annual salary whichever is higher, and providing an accidental death and

dismemberment endorsement having a double indemnity provision in the amount of $50,000.00 or the employees annual salary whichever is higher.

E. Disability Plans

The County will institute the following disability plans:

Short-Term Disability Plan

* Waiting Period - Seven (7) days
* Percent of Pay - 75% of gross pay
* Maximum Draw - $5,000.00 per month
* Maximum Time - Six (6) months

Long-Term Disability Plan

* Waiting Period - 6 months
* % of Day - 66-2/3% of gross pay
* Maximum Draw - $5,000.00 per month
* Maximum Time - 1-1/2 years

ARTICLE VI

ON DUTY INJURY PLAN

The County agrees that an employee injured or disabled in the actual discharge of his duties shall receive such payment as provided by the Michigan Workmen's Compensation Act and further shall receive such supplemental payment from the County as to result in his receiving a maximum of his base rate of pay for a period of twelve (12) months from the date of injury or disability. Eligibility for such additional payment by the County shall be determined by the payment of Workmen's Compensation.

Additional Duty Injury Pay. Further, upon written recommendation of the Sheriff to the Midland County Board of Commissioners, the County may pay such disabled employee the additional payment for an extended period not to exceed six (6) months following the initial twelve (12) month period. No payment shall be made in such instance until such recommendation has been accepted by the Midland County Board of Commissioners.

ARTICLE VII

PAID LEAVE

A. Leave Schedule

For employees with 1 to 4 years seniority - 196 hours
For employees with 5 to 9 years seniority - 236 hours
For employees with 10 to 14 years seniority - 268 hours
For employees with 15 to 19 years seniority - 292 hours
For employees with over 20 years seniority - 308 hours

This section will not apply to employees who become members of the bargaining unit after January 1, 1995 if said employee was not receiving the leave benefits accorded to the lower ranks.

Officers will be entitled to carry over from one calendar year to the next calendar year up to a maximum of 120 hours of leave.

Officers will attempt to schedule leave as far in advance as possible. The Sheriff will have final approval. Leave days may be used on any percentage basis the Sheriff allows.

B. Miscellaneous Leave Rules

1. When an employee quits with fourteen (14) calendar days notice, he will be paid for unused leave. When an employee is laid off for lack of work, he may elect to be paid for unused leave which shall be paid before the end of the calendar year in which he is laid off.

2. (a) Employees off for less than three (3) months are entitled to full leave privileges in a calendar year.

(b) Employees off for more than three (3), but less than six (6) months in a calendar year, are entitled to full leave privileges after working six (6) months in a calendar year.

(c) Employees off for more than six (6) months in a calendar year are entitled to full earned leave privileges according to the following schedule:

(1) An employee who has worked six (6) months in the year in which he is off, upon return, must work six (6) months to qualify for leave.

(2) An employee who has not worked six (6) months during the year in which he is off, upon return, must work to the end of the calendar year, and in that period, have worked six (6) months.

(3) An employee who has not worked six (6) months during the year in which he is off, upon return, if he cannot work six (6) months before the end of the calendar year (not enough work days), will be eligible for leave after working one year in which he has worked six (6) months.

(4) Employees who have been off work due to illness are entitled to full leave privileges as follows:

(i) Off less than three (3) months shall be entitled to full leave privileges.

(ii) Off for three (3) month or more but less than six (6) full months be entitled to full leave privileges upon return to work.

(5) Employees receiving Workmen's Compensation benefits will be paid for any unused leave in their first regular paycheck received after February 1st of the following year.

A leave advance check, not to exceed a two (2) week period, may be issued to an employee upon request prior to taking of his leave. Such request must be made in writing three (3) weeks prior to the starting date of the employee's leave and presented to the employee's supervisor.

No leave shall be earned by an employee during a leave of absence without pay.

Employees shall be entitled to use leave days credited to them for absences due to bona fide illnesses. Approval of the department head shall be required on all requests for leave. Medical

certification will not generally be required to substantiate leave absences of one (1) working day, however, medical certificate, or in lieu thereof, a signed written statement from the employee setting forth the reasons for the leave, may be required at the discretion of the County for each absence, regardless of duration, should the County have reason to believe the employee is abusing his leave privileges. Falsification of the medical certificate, falsely setting forth reasons for absence, or failure to obtain the medical certificate when required, shall constitute just cause for disciplinary action up to and including dismissal.

Leave shall not be allowed in advance of being earned. If an employee has sufficient leave credits to cover a period of absence, no allowance for leave shall be posted in advance in anticipation of future leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.

An employee shall be allowed to use leave for sickness in the immediate family, but must secure permission from his immediate supervisor to leave the job.

When an employee retires, he will be paid for all leave due plus the prorated share of leave earned at the time of retirement. (If an employee is discharged for cause or quits without giving fourteen (14) calendar days notice, no leave pay will be allowed).

Paid leave shall be credited to the employee on January 1st of each year and shall not be prorated except as herein provided. The employee may use his leave in four (4) hour blocks, however if a conflict occurs between an employee wishing to use a partial day's (less than twelve hours) leave and an employee wishing to use a full day's (twelve hours) leave, the full day leave request shall have priority. Employee's working shifts other than twelve hours, will be entitled to use paid leave hours in blocks equal to one-half the daily work hours. Likewise, an employee wishing to use a partial day's (less

than one-half the daily work hours) leave and employee wishing to use a full day's leave, the full day's leave request shall have priority.

ARTICLE VIII

SICK LEAVE

This Article has been incorporated into Article VII, Paid Leave.

ARTICLE IX
FUNERAL LEAVE

The County agrees in the event of a death in the employee's immediate family (spouse, child, parent, legal guardian, stepchild) the employee shall be excused without loss of pay on the days which he has been scheduled to work during the period from the day of death to the day of the funeral, both inclusive, but not to exceed a total of four tours of duty for such absence as is required to discharge specific obligations placed upon him by the death.

The County further agrees in the event of a death the employee's family (brother, sister, mother-in-law, father-in-law, step-parent, step-brother, step-sister) the employee shall be excused without loss of pay on the days which he has been scheduled to work during the period from the day of death to the day of the funeral, both inclusive, but not to exceed a total of three tours of duty for such absence as is required to discharge specific obligations placed upon him by the death.

The County further agrees in the event of a death in the employee's family (son-in-law, daughter-in-law and brother-in-law) the employee shall be excused without loss of pay on the day of the funeral for the purpose of attending the funeral, provided such funeral day is one of the employee's normally scheduled work days.

ARTICLE X
JURY DUTY AND COURT ATTENDANCE

The County agrees employees shall be granted a leave of absence with pay when they are required to report for jury duty.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the employer.

Employees required, whether by the County of Midland or any public agency, to appear before a court of such agency on any matters related to their work for Midland County and in which they are personally involved, shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and their wages for time necessarily spent, not exceeding base pay. Employees will be paid for the full day after turning over witness fees to the employer.

ARTICLE XI
MILITARY LEAVE

The County agrees employees required by law to enter the Armed Services shall be granted a leave of absence for the period of compulsory service. Employees who enlist or are drafted in the Armed Forces will be granted Military Service Leave not to exceed the duration of one enlistment.

Employees returning from military Leave of Absence must indicate that they are ready, willing and able to return to County employment within ninety (90) days after release from active service.

Employees on Military Leave shall receive credit towards their seniority for all time spent in the Armed Forces.

Employees on Military Leave shall be given credit for this time in computing step increases and other pay raises and annual leave benefits.

ARTICLE XII
ASSOCIATION LEAVE

Leave for Association business. Members of the Association elected to Local Association positions or selected by the Association to do work which takes them from their employment with the County shall at the written request of the Association receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority - minimum leave would be for no less than (6) months.

From time to time Association leave shall be from one (1) day through two (2) years. Blue Cross costs for employees on Association leave will be paid by the Association.

In the event any of the above occurrences becomes reality, the County Board of Commissioners agree that the Command Officer will be replaced, if such leave exceeds thirty (30) days.

ARTICLE XIII

TEMPORARY TRANSFERS FROM THE OFFICE

The Association recognizes the need from time to time for employees in the bargaining unit to be temporarily assigned to departments or agencies outside of the Sheriff's Office. It is agreed that the employee will continue to be a member of the bargaining unit and receive all benefits under the agreement, his seniority will accumulate during the absence from the Office.

Such assignment must be approved in writing by the Sheriff and the joint bargaining committees of the Sheriff's Office and the Board of Commissioners. However, assignments shall not exceed ninety (90) days.

ARTICLE XIV

HOLIDAY PAY

A. Designation of General Holidays:

The following days shall be recognized as general holidays for the purposes of this Agreement:

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

B. Designation of Personal Holidays

Each employee covered by the Agreement shall be entitled to three (3) eight (8) hour paid personal holidays subject to prior arrangement and approval of supervision.

C. Period of the Holiday

1. The period of the holiday for shift employees and those on odd schedules, which cover either Saturday or Sunday, shall commence from between 6:30 p.m. to 6:30 p.m. on the day preceding the holiday and end at the same time on the day of the holiday.

2. For all other employees, the period of the holiday shall commence at 7:00 a.m.- 8:00 a.m. on the day observed as the holiday, and end at 7:00 a.m.- 8:00 a.m. on the following day.

3. For all employees, other than shift employees and those on odd schedules, which cover either Saturday or Sunday, holidays falling on Sunday will be observed on the following Monday, and holidays falling on Saturday, will be observed on the preceding Friday.

D. Holiday Pay

1. An employee who would not normally be scheduled and does not work on the day a general holiday is observed shall not be

entitled to receive pay for the holiday.

2. An employee who would not normally be scheduled to work but does work on the holiday shall be paid double time and one-half for all hours worked.

3. An employee who would normally be scheduled to work on the day a general holiday is observed but is instead granted the day off, shall receive holiday pay for said day. Holiday pay as herein provided shall be computed by multiplying the employee's hourly base rate times the number of hours said employee would have been regularly scheduled to work on the day the general holiday is observed.

4. An employee who would normally be scheduled to and does work on the day a general holiday is observed shall receive holiday pay, plus time and one-half for each hour worked up to that number of hours he or she would have been regularly scheduled to work on the day the general holiday is observed, and double time and one-half for all hours in excess of that number.

5. A member of the bargaining unit shall, at their option be allowed to take a scheduled holiday off with pay, providing that this day off shall not cause the payment of overtime and that any minimum staffing requirements shall not be violated. Any advance leave request from a subordinate member of the Sheriff's Office shall take precedence if said request calls for a leave day before/after the holiday or a scheduled day off falls on/after the holiday. Final approval is subject to final determination by the Sheriff.

E. Time Off During Holiday Period

Any employee who is scheduled to work during the week in which a general holiday is observed and is required, by the Sheriff to work the holiday, will be compensated according to Section D Paragraph 4.

ARTICLE XV
OVERTIME

A. The County agrees that time and one-half shall be paid for all hours an employee is required to be in court, provided he is subpoenaed to appear in said court, and he is not on his duty hours. A minimum equivalent to three hours pay at straight time rate shall be guaranteed for each such appearance.

B. When an employee must work over his regular hours to complete an investigation or reports at the end of his regular shift, he shall be compensated at the rate of time and one-half for all hours worked.

C. Employees called in to cover vacations and sick leaves shall be paid at the overtime rate of time and one-half, except on holidays when holiday pay rate applies.

D. Employees shall receive time and one-half, when holiday pay rate does not apply, for hours worked when called in on special details or emergencies.

E. Straight time rate for boat patrol and marine related duties shall be paid employees performing these functions.

F. The employee shall return all witness fees and mileage back to the County.

G. The Association shall cooperate with the Sheriff in attempting to control overtime and reduce it to a minimum.

H. There shall be no payment for stand-by-duty for an officer at his own home. He must be on actual duty at the Sheriff's Office or other designated area in order to receive overtime pay.

ARTICLE XVI

UNIFORMS AND EQUIPMENT

A. Uniforms

The County agrees to provide uniforms and other articles of clothing which it requires employees to wear when on duty. In lieu of clothing, Detectives, Captains and the Jail Manager will receive a clothing allowance of $547.50 per year. Such clothing allowance shall be paid semi-annually. One-half (1/2) to be paid during the last pay period in June, for the period of January through June, and the second half to be paid during the last pay period of December, for the period of July through December, to the current incumbent employee only. Where necessary, dry cleaning and laundering of shirts will be provided for clothing worn exclusively while on duty, including schools and special assignments. Personal attire that is destroyed and/or damaged (so as to make them unserviceable) while an officer is engaged in the performance of his duty shall be replaced with clothing of like quality or an equivalent direct cash payment to the employee.

B. Equipment

The County agrees to make available to all employees on duty any equipment which may be required, such as helmets, night sticks, flashlights, batteries, first aid kits, flares, raincoats, shotguns, rifles, gun racks for patrol cars, and ammunition. Individual lockers shall be provided for the storing of clothing and gear.

All employees shall be furnished such rounds of ammunition as they may be required to carry when on duty by the Sheriff. In addition, there will be provided fifty rounds of practice ammo per month to each employee for training purposes, provided, however, that prior to the receipt of such ammunition it shall be the obligation of the officer requesting the same to turn into the Sheriff the spent brass from his previous supply of training ammunition. The ammunition shall be dispensed by the Shift Commander each month upon receipt of the spent brass.

If a vehicle should be determined by the Shift Commander to be defective or unsafe for use during any tour of duty, no employee shall be required to operate such vehicle until the same has been cleared by a mechanic as fit and safe for the road.

The Captains will be furnished with a dress uniform and an unmarked car to be used for County purposes.

ARTICLE XVII

RANK RESPONSIBILITIES

The Sheriff Agrees:

1. In general, the Lieutenant Detective shall supervise work and assign work within the Detective Bureau. The Jail Manager shall be in charge of jail operations and jail personnel. The Assistant Jail Manager shall perform such duties as is assigned to him by the Jail Manager. The Lieutenant Shift Commanders shall supervise and assign work on their respective shifts.

2. The Administrative Captain shall supervise and work on records and administrative functions. The CARS Captain shall supervise and coordinate all CARS and enforcement functions of the Sheriff's Office.

3. The Administrative and CARS Captains shall be versed in each other's functions and responsibilities so as to fill (temporarily) each or both jobs should one be absent.

4. The County and Sheriff agree that there will be a minimum of five Sergeants to be assigned at the direction of the Sheriff.

5. Under Article XVIII, Rank Responsibilities, add section to read "In general, Sergeants shall perform the duties of a CARS deputy sheriff. In the absence of the shift Lieutenant the Sergeant will assume the duties and functions of the Lieutenant and serve as the Shift Commander."

6. The Sheriff agrees that there will be a shift supervisor of the rank of Sergeant or above on duty at all times.

7. Should a Lieutenant be on leave of absence for more than sixty (60) consecutive calendar days, the County and Sheriff agree to temporarily upgrade a Sergeant to the rank of Lieutenant. In such event, the Sergeant's position may be temporarily filled or be left vacant, as the Sheriff shall deem appropriate in the circumstances.

8. The Sheriff agrees all job openings, promotions, transfers, and preferential assignments within the Command Officer's Association Bargaining Unit, which are over one hundred twenty (120) days, shall be posted, and on a competitive basis. Posting shall consist of a posted letter or the Sheriff making personal contact with all eligible candidates, but all eligible personnel must be contacted.

9. Promotions to the rank of Sergeant, Court Security Sergeant, Lieutenant, Assistant Jail Manager, Jail Manager and Captain shall be made on a competitive basis. To be considered for promotion, the employee shall possess the minimum qualifications, experience, knowledge and ability to perform all duties and responsibilities of the position.

10. Promotions to the rank of Sergeant, Court Security Sergeant, Lieutenant, or Assistant Jail Manager, shall be determined by the following:

(1) written examination results
(2) oral board interview
(3) past performance evaluation

11. The date of the written exam shall be posted a minimum of ten (10) days prior to the date it is to be administered.

12. Posting shall contain a general description of the subject matter covered in the exam.

13. Written and oral examinations shall be based on the classification vacancy to be filled.

14. On the written examination a score of 70% or above shall be required for an employee to pass the written examination.

15. Employees shall be able to review their examination scores after the completion of the promotional exercise by contacting the

Human Resources Director for Midland County.

16. The oral board shall be comprised of three (3) members, all full-time law enforcement personnel who hold a rank of above Sergeant and who are not associated with the Midland County Sheriff's Office. The oral board members shall be appointed by the Sheriff.

17. The oral board members shall not be informed of the competitor's written score prior to the oral board itself.

18. The lowest of the three (3) oral board scores shall be dropped from final tabulations. The competitor, upon request, shall be allowed to receive their own oral board score within thirty (30) days of computation of all competitors' scores.

19. The Sheriff shall make a selection from the qualified candidates.

20. Past performance evaluations shall be taken into consideration.

21. Candidates who participated in the promotion process and have received a passing score, shall be placed on an eligibility list for a period of one (1) year from and after the date of the last promotion.

22. To be eligible to apply for promotion to the rank of Sergeant, an employee must have four (4) years of service with the Midland County Sheriff's Office as a certified CARS deputy.

23. When there is an opening in the rank of Lieutenant, all Citizen Assistance Responders (CARS) Division Sergeants with the Midland County Sheriff’s Office in rank for a period of two (2) years or more will be eligible to compete for the promotion.

24. The County and Sheriff agree that a Sergeant who has more than four (4) years time in grade at the time of promotion to the rank

of Lieutenant shall be placed at the "after 1 year" rate for the Lieutenant classification.

25. A deputy who is promoted, transferred, or takes a preferential assignment (lateral transfer with same rank), shall be on a probationary trial period of twelve (12) months to prove their ability. The Sheriff will be allowed to extend this period up to 6 months at his discretion. During the trial period, the deputy shall have the opportunity to voluntarily revert to his former classification. If the deputy is unsatisfactory in the new position, they will be returned to their former classification without loss of seniority.

26. Members of the bargaining unit who are assigned to the positions of Jail Manager and Assistant Jail Manager may be allowed to laterally transfer to the classifications of Captain and Lieutenant respectively, and vice versa providing they meet the minimum promotional qualifications for the respective classifications. Final approval for such transfers remains with the Sheriff.

ARTICLE XVIII
DIVER'S RESCUE

Travel time to and from the diving site shall be compensated at the employee's regular straight time rate of pay. Divers shall receive double time while diving and while actually engaged in body or evidence recovery work. When actually engaged in such work under ice, divers shall receive triple time.

Each employee who has made himself available to the Sheriff for diving and has been accepted by the Sheriff shall be entitled to six (6) to eight (8) hours of proficiency training seven (7) times per year. It is intended such training shall be taken during or in place of the regular work hours of the employees. The date on which such proficiency training and practice is to take place shall be designated by the Sheriff.

ARTICLE XIX

RETIREMENT

This section will not apply to employees who become members of the bargaining unit after January 1, 2008, if said employee was not a member of the Defined Benefit Plan and/or Retiree Health Care Plan in another bargaining unit.

The County shall provide the employees with retirement benefits under Act 345 of the Public Acts of 1937 under the regulations of the Midland County Act 345 Retirement System with the following amendment:

Final average compensation shall mean the highest annual compensation received by a member during a period of three (3) consecutive years of service contained within the ten (10) years of service immediately preceding retirement and shall include if applicable:

1. The 1999 2% of base salary lump sum payment.
2. Payment of up to a maximum of one hundred twenty (120) hours unused, accrued annual leave hours.

Employees who have served in the United States Military and have been honorably discharged from same may elect to purchase this time, up to six (6) years, at the cost outlined in Act 345 - 5% per purchased year of military service.

A. The 2.7% multiplier will be implemented for all new retirements with effective dates of 12/31/2011 or later.
B. Member contributions will be 7% effective January 1, 2003.
C. The employee' retirement benefit will not exceed 80% of final average compensation.

All other provisions of the retirement program shall remain the same.

ARTICLE XX
EDUCATION, TRAVEL AND OTHER EXPENSES

Employees covered by this Agreement shall be reimbursed for all necessary travel expenses while on official County business or at any authorized educational or training courses. Employees shall be reimbursed according to the Board of Commissioner's Policy for the use of a private vehicle. Employees will be reimbursed for the actual cost of a rental car, provided receipts are submitted.

Rental cars are to be used for County business only. Employees shall be reimbursed for food and lodging based on the rates established by County Policy. When two officers are traveling together every efforts will be made to share the same room. All travel must have prior approval of the Sheriff. Lodging, car rental and parking expenditures must be documented by receipts.

The County will provide an advance payment for all estimated expenses to be incurred by the employee during an absence for business purposes outside the County if the absence is for a period of three (3) days or more. Such request for an advance must be made in writing by the Sheriff to the County Administrator/Controller one week in advance of the scheduled travel or, if in the case of an emergency, within twenty-four (24) hours.

Employees will be reimbursed all necessary travel expenses once each month upon submitting to the controller a certification of actual travel expenses, approved by the Sheriff, on forms to be provided by the County and in accordance with procedures established by the County, listing the total expenses for the month and deducting an advance issued to the employee during the month. Employees who have incurred in excess of $100.00 in any two (2) week period may apply for a reimbursement on a bimonthly basis.

The Board of Commissioners' Policy for meal and lodging reimbursements shall apply to members of this bargaining unit.

ARTICLE XXI
COLLEGE BENEFITS

Any officer who holds a two year Associate Degree in Law Enforcement from an accredited college or university shall receive four hundred fifty ($450.00) dollars additional compensation. An officer who holds a Bachelor Degree in Law Enforcement from an accredited college or university shall receive six hundred fifty ($650.00) dollars additional compensation. Eligible officers receiving their initial bonus must have completed their probationary period and been awarded their degree prior to September 30th of the fiscal year in which they are receiving the payment.

Payments shall be made on the first pay period in December of each year.

Any member of the Sheriff's Office who has been receiving college benefit compensation as of January 1, 1978 shall continue to receive such compensation.

ARTICLE XXII

UNPAID FAMILY/MEDICAL LEAVE

A Family/Medical leave will be granted in accordance with federal and state regulations.

ARTICLE XXIII

WAGES

The County agrees commencing on the effective date of this Agreement, January 1, 2007, the base rate of pay per year for the members of the bargaining unit shall be as set forth in Schedule "A", which is attached hereto and made a part of this Agreement.

The Sheriff and County agree that before establishing any new classifications within the bargaining unit in the Sheriff's Office, they will meet and negotiate same with the Association.

ARTICLE XXIV

HOURS OF WORK AND OVERTIME

A. A workweek for all Lieutenants, Captains, Jail Manager and Assistant Jail Manager, is determined to be forty (40) hours per week. The hourly rate is to be determined on 2,080 hour per year.

B. Lieutenant Detective shall regularly work as nearly as possible a balanced 40 hour work week. Overtime to be computed weekly and not daily.

C. Day personnel shall work a five (5) day work week, Monday through Friday, 8:00 am to 5:00 pm with one hour lunch period except as otherwise approved by the Sheriff.

D. All shift personnel shall be allowed a thirty (30) minute lunch period and a 15 minute break during a 12 hour shift.

E. Shifts shall be as follows and subject to change between the parties:

Twelve hour shifts with four days on and four days off, with each employee on the twelve hour shift receiving one additional day off every six weeks which shall be scheduled for either the first or last day of the employees four day week period.

The day shift shall commence from between 6:30 am to 8:30 am as may be established from time to time by the Sheriff and terminate twelve hours after commencement.

The night shift shall commence from between 6:30 pm to 8:30 am as may be established from time to time by the Sheriff and terminate twelve hours after commencement.

Shift assignments as enumerated above shall be on the basis of seniority within the classification, however, the Sheriff shall

retain the right to change any employee's shift assignment at any time. Prior to any change taking place, the Sheriff agrees to meet with the Association to discuss the intended change and the specific time period to be covered.

F. The County agrees to pay a shift premium for the employees who perform work on afternoons, midnights, or split shifts of one hundred forty dollars ($140.00) per month.

G. Officers will be permitted to trade shifts.

H. The County and/or the Sheriff will not change work schedules or workdays to avoid the payment of overtime.

I. Overtime shall be distributed as equally as possible in the classification where the overtime occurs. Overtime sheets shall be posted biweekly. Low person on the overtime sheet, in the classification, shall be responsible for working should all others refuse. Captains, Lieutenant Detective, Jail Manager shall assist the Shift Lieutenants in covering overtime when needed.

ARTICLE XXV
LONGEVITY

On the first salary payroll following the anniversary date of hire, all full-time employees under the contract who have completed either five (5), ten (10), fifteen (15), twenty (20), twenty-two (22), or twenty-five (25) years of continuous service in a full-time capacity, shall receive annual longevity payments in accordance with the following schedule:

The schedule shall be:

Upon completion of five (5) years service --
two percent (2%) of annual pay

Upon completion of ten (10) years service --
three and one-half percent (3.5%) of annual pay

Upon completion of fifteen (15) years service --
four and three-fourths percent (4.75%) of annual pay

Upon completion of twenty (20) years service --
five and three-fourths percent (5.75%) of annual pay

Upon completion of twenty-two (22) years service --
seven percent (7%) of annual pay

Upon completion of twenty-five (25) years service --
seven and one-fourth percent (7.25%) of annual pay

This section will not apply to employees who become members of the bargaining unit after January 1, 1995 if said employee was not receiving longevity in the lower ranks.

ARTICLE XXVI
MISCELLANEOUS PROVISIONS

Bargaining Committee

The County and the Sheriff each respectively agree that all employees covered by this Agreement who are officers of the Association or members of the Bargaining Committee of the Association shall be allowed time off with pay during their regularly scheduled working hours for official Association business consisting of negotiations and/or conferences with the County or the Sheriff without any requirement that said time be made up, provided such time off with pay shall not extend to more than three (3) Association members per session.

ARTICLE XXVII
SAFETY AND HEALTH

All legal obligations and duties imposed by law upon the employer for the preservation of life and property shall be complied with to the fullest extent.

The employees will abide by all reasonable rules and regulations of the employer for the protection and preservation of life and property.

ARTICLE XXVIII
SENIORITY

The Sheriff agrees new employees hired into the unit from outside the Sheriff's Office on a full-time basis shall be considered probationary employees for the first twelve (12) months of their employment, unless probationary period is extended by mutual consent of the Sheriff and person's immediate supervisor. When an employee completes the probationary period, by accumulating twelve (12) months of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from the day twelve (12) months prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

The Association shall represent these newly hired probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except discharged and disciplined employees for other than Association activity.

Seniority shall be on a unit-wide basis, in accordance with the employees' last date of hire.

Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.

The seniority list of the date of this Agreement shall show the rates, names, and job titles of all employees of the unit entitled to seniority according to classification.

The Sheriff shall keep the seniority list up-to-date and posted at all times and will provide the local Association membership with up-to-date copies at least every six months.

An employee shall lose his seniority for the following reasons

only:

A. He quits, retires, or is discharged.

B. He is absent for three (3) consecutive working days without notifying the employer. In proper cases, exceptions shall be made upon the employee producing convincing proof of his inability to give such notice. After such absence, the employer will send written notification to the employee at his last known address that because of his unexcused absence he has voluntarily quit, and no longer is in the employment of the County.

C. If he does not notify the employer within three (3) days after receipt of notification to return to work after layoff, as to the date when he will return, which must be within one (1) week after the delivery of such notice to his last known address. Exceptions shall be made upon the employee producing convincing proof of his inability to return as required.

D. Return from sick leave and leaves of absence will be treated the same as (B.) above.

E. If he is laid off during the term of the Agreement for a continuous period equivalent to his seniority but with a maximum of three (3) years.

ARTICLE XXIX

LAYOFF, RECALL AND BUMPING

The Sheriff agrees that employees with seniority shall be subject to layoff and recall as follows:

A. The word "layoff" means a reduction in the working force due to a decrease of work or limitation of funds.

B. When there is a decrease in the work force, the following procedure will be followed; probationary employees will be laid off on a unit-wide basis, provided the employees with seniority can capably perform the available work.

C. The employer will not use an employee in a classification in which he is not classified if another employee is laid off therefrom, except in case of emergency.

D. Seniority employees will be laid off according to seniority on a unit-wide basis, provided the employees with the greatest seniority are able to capably perform the available work.

E. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Association shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees.

F. Recall

1. When the work force is to be increased after layoff, employees will be recalled according to seniority, in reverse order of layoff, provided the employees with the greatest seniority are able to perform the available work. If the position is still existing, he shall be returned to his prior classification when such position is again open.

2. Notice of recall may be by telephone, confirmed by certified mail to the employee's last known address.

3. Employees will be granted up to ten (10) working days to return to work, upon request.

G. The Sheriff agrees that in the event of a layoff or reduction in the rank of Lieutenant or Captain, the employees involved will have bumping rights into the classification of the Sergeant or below the classification of Sergeant.

ARTICLE XXX

PROMOTION AND JOB POSTINGS

The Sheriff agrees all job openings, promotions, transfers, and preferential assignments within the Sheriff's Supervisor's Bargaining Unit, which are of a permanent nature (over one hundred twenty (120) days), shall be posted and filled on a competitive basis. Posting shall consist of a posted letter or the Sheriff making personal contact with all eligible officers but all eligible officers must be contacted. Then the Sheriff will give an oral interview to all interested officers and award the job to the officer whom he feels is best qualified for the job.

To be eligible for promotion to Court Security Sergeant, an individual must have four (4) years experience with the CARS Division or as a Court Security Deputy with the Midland County Sheriff's Office. Court Security Sergeants with four (4) years experience with the CARS Division of the Midland County Sheriff's Office may be allowed to laterally transfer to the CARS Division as a Sergeant. Final approval for such transfers remains with the Sheriff.

Lieutenants with four (4) years time in grade shall be eligible for promotion to the rank of Captain. Vacancies in the rank of Captain shall be filled within forty-five (45) days of occurrence.

Any individual promoted to the classification of Assistant Jail Manager must have two (2) years experience as a C.A.R.S Division Sergeant with the Midland County Sheriff's Office or three (3) years experience as a Jail Shift Leader with the Midland County Sheriff's Office. Such individual must obtain Jail Manager certification within three (3) years of hire/entry into the Assistant Jail Manager position. Lieutenants may also post for the Assistant Jail Manager position.

The Midland County Sheriff's Office will provide for the

registration fees associated with attending the annual American Jail Association Conference as needed, the Certified Jail Manager application fee, and exam fee for sitting for the Jail Manager certification exam. The Midland County Sheriff's Office will also pay for the application and testing fee required by the American Jail Association to maintain certification. All travel expenses will be paid in accordance with the Midland County Travel Policy.

To be eligible for promotion to Certified Jail Manager an individual must possess a valid Certified Jail Manager certificate. Such individual must possess a minimum of three (3) years experience as a Correction's Group Leader or Correction's Supervisor with the Midland County Sheriff's Office. An Associates Degree in Law Enforcement is preferred.

It is agreed upon that the Midland County Sheriff's Office will also pay for the application and testing fee required by the American Jail Association to maintain certification. All travel expenses will be paid in accordance with the Midland County Travel Policy.

An Officer who is promoted, transferred, or takes a preferential assignment (lateral transfer with the same rank) shall be on a probationary trial period of twelve (12) months to prove his ability. During the trial period, the Officer shall have the opportunity to voluntarily revert to his former classification. If the Officer is unsatisfactory in the new position, he will be returned to his former classification without loss of seniority.

ARTICLE XXXI

GRIEVANCE PROCEDURE

A. The Association shall be entitled to form a Grievance Committee consisting of three (3) members. The Grievance Committee shall have the right to file a grievance on behalf of any members covered by this Agreement or on behalf of the Association. The Association shall notify the County, in writing, of the names of the members of the Grievance Committee.

B. Meetings of the Grievance Committee may be called at any time at reasonable intervals by the Chairman of the Grievance Committee or the Sheriff. The Grievance Committee shall be compensated at their proper rate of pay for working time lost in adjusting grievances in negotiations.

C. A grievance is defined as a violation of a specific article or provision of the Bargaining Agreement.

D. The following procedure is to be observed in the settlement of grievances:

Step 1: Any employee having a complaint or grievance shall take the matter up with the Sheriff or his designee within ten (10) days of the occurrence of the incident in question, the Grievance Committee being present or absent at the option of the employee.

Step 2: If Step 1 does not effect settlement within forty-eight (48) hours, the grievance shall be reduced to writing by the Grievance Committee and copies given to the Sheriff and the County Director of Human Resources. They shall meet within five (5) working days to try to resolve the matter.

Step 3: If Step 2 does not effect a settlement, the grievance shall be referred to the Sheriff and joint bargaining

Committees of the Association and the County. They shall meet within fourteen (14) days after the meeting of Step 2. Within seven (7) days after conclusion of this meeting, the County's Bargaining Committee shall submit to the Association a written statement of the County's decision or position with respect to such grievance.

Step 4: If Step 3 does not effect settlement, the Association shall have the right to submit the matter to an impartial arbitrator, provided that the Association shall give written notice to the County of its intention within forty (40) days of Step 3. If the right of arbitration is exercised, both parties shall promptly submit joint requests to the Michigan Employment Relations Commission for a list of five (5) arbitrators. The County shall strike off two (2) names and the Association shall then strike off two (2) names. The remaining person shall be the arbitrator. By mutual consent the parties may reject all five (5) names.

The cost of such arbitration shall be borne equally by the County and the Association and the decision of the arbitrator shall be final and binding on both parties.

Any arbitrator selected or appointed under this paragraph shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance before him, but he shall have no jurisdiction or authority to alter or amend in any way the provisions of this Agreement.

E. In all steps of the grievance procedure described above, either the Sheriff, the County or the Association shall have the right to specify that the aggrieved employee or his or her supervisor be called in to discuss the detail of the grievance in the presence of the proper representatives of both the Employer and the Association.

F. If grievances are written within the Office, copies of said

grievances are to go to the County Director of Human Resources and the Association Grievance Committee.

G. The Sheriff agrees that should any employee be involved in an incident that could result in disciplinary action, the Sheriff shall give the employee written notice within ten (10) days, of the Sheriff being made aware of such an incident, and that the disciplinary action could be forthcoming.

ARTICLE XXXII
SAVINGS CLAUSE

If any article or section of this Agreement of any supplement thereto should be held invalid by operation of law or by a tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining.

ARTICLE XXXIII
DETECTIVE BUREAU

The County and the Sheriff agree that within the Midland County Sheriff Office there shall be an investigative unit referred to in this contract as the Detective Bureau.

The Sheriff agrees that Detectives shall conduct criminal investigations assigned to the Detective Bureau. The Detective Bureau shall be commanded by the Lieutenant Chief of Detectives. The Lieutenant will supervise, assign work, and at necessary times set working hours within the Detective Bureau.

ARTICLE XXXIV
MANAGEMENT RIGHTS

It is recognized that the County of Midland and the Midland County Sheriff respectively retain the powers, rights, authority and duties conferred upon them by the laws and the Constitution of the State of Michigan.

The management of the County and the Office of Sheriff, the control of the County's properties, and the right to manage their respective affairs efficiently and economically, is solely the responsibility of the County and the Sheriff.

All rights, functions, powers and authority which the County and the Sheriff have not specifically abridged, delegated or modified by this Agreement are recognized by the Association as being retained by the County and the Sheriff.

Except as otherwise limited by the terms of this Agreement, the County and the Sheriff shall possess, by way of illustration and not by way of limitation, the following management rights:

A. The right to determine the number and location of facilities.

B. The right to determine the work to be performed within the unit.

C. The right to determine the amount of supervision to be provided.

D. The right to determine all matters related to the selection, procurement, design, engineering and control of tools, equipment and material.

E. The right to prescribe schedules of work.

F. The right to determine the number of employees assigned to each job classification.

G. The right to purchase services from others excluding personnel for regular full-time CARS and correction duties.

H. The right to relieve employees from duty.

I. The right to enforce reasonable rules and regulations.

J. The right to prescribe and assign duties.

K. The right to discipline and discharge seniority employees for just cause.

ARTICLE XXXV
ADDITIONAL ITEMS

A. Association to agree that the County may execute an agreement with the Deputies Association providing that if a Deputy has four years service with the County of Midland at the rank of Sergeant, such persons shall be placed at the "after 1 year" step of the Lieutenants salary schedule upon his transfer to the Command Officers unit and regular appointment to the rank of Lieutenant.

ARTICLE XXXVI

TERM OF AGREEMENT

This Agreement shall be effective January 1, 2007, and shall continue in full force and effect until December 31, 2011.

It is mutually understood by the parties that the County is obligated to prepare a final County budget in each October session of the Board of Commissioners for the ensuing calendar year and to that end negotiations will be conducted in advance of such date as is best possible.

SCHEDULE A
SALARY SCHEDULE

POSITION	BASE 2006	1/1/2007 1.00%	1/1/2008 2.00%	1/1/2009 3.00%	1/1/2010 2.00%	1/1/2011 3.00%
Captain:						
Start	62,030	62,650	63,903	65,820	67,137	69,151
1 Year	63,361	63,995	65,275	67,233	68,577	70,635
Jail Manager:						
Start	62,030	62,650	63,903	65,820	67,137	69,151
1 Year	63,361	63,995	65,275	67,233	68,577	70,635
Lieutenant:						
Start	58,164	58,746	59,921	61,718	62,953	64,841
1 Year	59,699	60,296	61,502	63,347	64,614	66,552
Assistant Jail Manager:						
Start	58,164	58,746	59,921	61,718	62,953	64,841
1 Year	59,699	60,296	61,502	63,347	64,614	66,552
Sergeant/Court Security Sergeant:						
Start	54,072	54,613	55,705	57,376	58,524	60,279
1 Year	56,587	57,153	58,296	60,045	61,246	63,083
Administrative Secretary: Grade I						
Start	31,614	31,930	32,569	33,546	34,217	35,243
1 Year	33,951	34,291	34,976	36,026	36,746	37,849
2 Years	36,461	36,826	37,562	38,689	39,463	40,647
3 Years	39,158	39,550	40,341	41,551	42,382	43,653
4 Years	42,053	42,474	43,323	44,623	45,515	46,881
5 Years	45,217	45,669	46,583	47,980	48,940	50,408

In witness whereof, the County of Midland, the Sheriff of Midland County and the Association, by their duly authorized representatives, have hereunto affixed their signatures this ____ day of _____.

FOR THE COUNTY OF MIDLAND

James T. Bradley, Chairman
Board of Commissioners

Gerald A. Nielsen
Sheriff

Suzanne V. Ault
Human Resources Director

Bridgette M. Gransden
Finance Director

FOR THE MIDLAND COUNTY COMMAND OFFICERS ASSOCIATION

Danny N. Bartley
Business Agent

Gregory J. Hall
President

Michael L. Goodall
Negotiating Team

Tracy C. Thomas
Negotiating Team