

AGREEMENT

Between

THE COUNTY OF ALCONA

And

THE ALCONA COUNTY SHERIFF

And

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective: January 1, 2011 through December 31, 2013

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ARTICLE I AGREEMENT

1.1: This agreement, made and entered into this _____ day of _____, 2011, by and between the Alcona County Board of Commissioners and the Sheriff of Alcona County, hereinafter referred to as the Employer, and the Police Officers Association of Michigan (POAM) and its affiliate, the Alcona County Deputy Sheriffs Department Association, hereinafter referred to as the Union.

ARTICLE II PURPOSE AND INTENT

2.1: Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer, and facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees, and of promoting and improving peaceful labor and economic relations between the parties.

ARTICLE III RECOGNITION

3.1: The Employer recognizes and acknowledges that the Police Officers Association of Michigan (POAM) is the exclusive representative for collective bargaining with the Employer of all employees of the Alcona County Sheriffs Department excluding the Sheriff, the Undersheriff and all supervisors and confidential employees.

ARTICLE IV MANAGEMENT RIGHTS

4.1: The Management of the Alcona County Sheriff's Department, the determination of all matters of management policy, the services to be furnished, the nature and number of facilities and departments to be operated and their location; the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend or discharge for just cause, promote, transfer or layoff employees, or to reduce or increase the size of the working force; to establish reasonable rules and regulations, or to make judgments as to the ability and skill, is within the sole prerogative of the Employer, provided, however, that they will not be used in violation of any specific provisions of this Agreement.

The Employer shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service, the schedules and standards of work, methods, processes, means and materials to be used, and except as prohibited in this Agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment and outside assistance if necessary.

The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE V AGENCY SHOP

5.1: 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 as regards such matters.

Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

5.2: In accordance with the policy set forth under paragraphs (1) and (2) of this Article, all employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees such payments shall commence thirty-one (31) days following the effective date of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

5.3: If any provision of this Article is invalid under Federal Law or the laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE VI EXTRA CONTRACT AGREEMENT

6.1: The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way affects wages, hour or

working conditions of said employee, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

6.2: The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees other than the employees in the bargaining units here involved to perform work, which is recognized as the work of the employees in said Union.

ARTICLE VII CHECK OFF

7.1: During the life of this Agreement, the Employer agrees to deduct from the pay of any employee all dues as required by the Union, provided, however, that the Union presents to the Employer authorization forms signed by such employees, allowing such deductions and payments to the Union. This may be done through the president of the Union. Said deductions will be mailed monthly to the Treasurer, Police Officers Association of Michigan, 27056 Joy Road, Redford, Michigan 48239-1949.

- A. Amount of dues will be certified to the Employer by the Union.
- B. Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues.

7.2: Legal Counsel Deduction. The Employer will allow payroll deduction for the POAM Legal Plan, along with dues deductions for those employees who have signed up. The POAM hereby agrees to hold harmless and indemnify the Employer against any and all claims arising from or in any way related to these deductions. The Employer shall not be liable to the Union by reason of missed deductions, overpayments, or for the remittance of payments of any sums other than those sums constituting the actual deduction for the proper dues amount and/or fee set for the Legal Plan made from wages earned by the Employees.

ARTICLE VIII UNION REPRESENTATIVES

8.1: Union Leadership. The Employer recognizes the right of the Local Union membership to elect three (3) Union Board Members from the Employer's seniority list. The Union shall notify the Employer in writing within five (5) days of each selection. The authority of a Union Board Member so elected by the

Local Union shall be limited and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances to the Sheriff or Sheriff's designee in accordance with the provisions of the collective bargaining agreement during working hours without the loss of pay. 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 President and Employer Representative. Permission shall be granted.

- B. The collection of dues when authorized by appropriate Local Union action.
- C. The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its Officers, provided such messages and information:
 - 1. have been reduced to writing, or
 - 2. if not reduced to writing are of a routine nature and do not involve work stoppage, slow-downs, or any other interference with the Employer's business.
- D. It is understood that the Union Board Member designated as the President will attend grievances, meetings, and handle other day-to-day communications with the Employer. However, other elected Union Board Members may perform those functions in the absence of the President.

8.2: Strike Prohibition. The Union Board Member has no authority to take strike action or any other action interrupting the Employer's business, (except as authorized by official action of the Local Union.) The Employer recognizes these limitations upon the authority of the Union Board Member, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Union Board Member has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement.

8.3: Union Business Visitation. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Union Board Member of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement.

8.4: Time Sheet Examination Rights. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

8.5: Bulletin Board. 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 use of the Union and Employer.

ARTICLE IX GRIEVANCE PROCEDURE

9.1: It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

9.2: Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. Conference between the aggrieved employee, a Union Board Member, or both, and the Sheriff or Sheriff's designee. If not settled in this manner, it shall be the responsibility of the aggrieved employee to reduce the grievance to writing on the regular grievance form provided by the Union within five (5) working days of the alleged grievance, and deliver same to the Sheriff.

Step 2. After receipt of the written grievance by the Sheriff, a conference between a Union Board Member and the Sheriff or Sheriff's designee will be held within five (5) working days thereafter.

Step 3. If the grievance is not settled in Step 2, the Union may, within five (5) days, deliver to the Sheriff a written request for a meeting between the Union Business Representative and/or his representative and the Sheriff and/or his representative to review the matter. Such meeting will be held within ten (10) working days from the date of said written request and the Employer will render its decision within seven (7) working days thereafter.

Step 4. In the event that the grievance is not satisfactorily settled at Step 3, the dispute shall be referred to the Federal Mediation and Conciliation Service for the purpose of Arbitration.

If the grievance has not been settled in the last step, the Union may submit such grievance to arbitration provided such submission is made within ten (10) working days after receipt of the last step answer. All matter submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its Voluntary Rules and Regulations, within the time specified above, and such rules shall govern the arbitration hearing.

The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties, except that each party shall pay the expenses of its own witnesses.

9.3: Grievances must be taken up promptly and no grievance will be considered which is presented later than thirty (30) working days after such has happened.

9.4: It is further agreed that in all cases of any unauthorized strike, slow-down, walk-out, or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty—four (24) hours of such unauthorized work stoppage, shall have the sole and complete right of discipline, including discharge.

9.5: Time limits may be extended by mutual agreement.

9.6: If either party fails to advance the grievance at any step according to time limits the last answer given shall be considered as final and binding.

ARTICLE X SPECIAL CONFERENCE

10.1: Matters not specifically covered by this Contract shall be negotiated and made a supplement to the Agreement. The Union and/or the Employer will prepare an agenda, and a special conference will be called within thirty (30) days upon notification from the Union and/or Employer. Time limits may be extended by mutual agreement.

10.2: Either party may request a special conference between the parties. The party requesting such conference will prepare an agenda and submit it to the other party ten (10) days before said conference. Only those items on the agenda will be discussed.

ARTICLE XI PROBATION

11.1: A new employee shall work under the provisions of this Agreement but shall be employed only on a one year trial basis, during which period he may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Union membership.

After one year, the employee shall be placed on the regular seniority list as of date of hire.

In case of discipline, the Employer shall notify the Union in writing.

11.2: Employees who are promoted or transferred from POAM or COAM shall serve a probationary period of six (6) months. The employee may be demoted to his/her previous rank without recourse during this probationary period.

11.3: Residency. All employees must reside within twenty (20) miles from the nearest boundary of the Employer.

ARTICLE XII LAYOFF & RECALL/SENIORITY

12.1: Strict seniority shall prevail in the layoff and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, temporary, part-time and probationary employees shall be laid off first. The last employee laid off shall be the first employee recalled. When a layoff occurs, the Sheriff may reassign other employees to fill the vacancy created. Such reassignment shall be made on the basis of department—wide seniority, that is, the most senior of the remaining employees shall be the first to be reassigned and so on. Provided, however, that the employee(s) to be reassigned presently possess the necessary ability, skills and qualifications (to include any State mandated certifications) to perform the work assigned. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in determining the layoff and recall of personnel.

12.2: The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

12.3: Seniority shall be broken only by discharge or voluntary quit or layoff for a period of more than three (3) years.

12.4: In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of layoff and recall to work, mailed to his last known address by registered mail. In the event the employee fails to make himself available for work at the end of said two (2) weeks he shall lose all seniority rights under this Agreement.

12.5: The President shall be granted super—seniority for purposes of layoff and rehire providing he has the ability and qualifications.

12.6: An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall accumulate seniority while working in a supervisory position. The employee who is so transferred, demoted, not reappointed or re—elected shall commence work in the position held immediately prior to the time of his promotion. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

ARTICLE XIII DISCHARGE OR SUSPENSION

13.1: The Employer subscribes to the policy of corrective discipline. All disciplinary actions shall be for just cause, and penalties shall be progressive where appropriate in light of the nature and seriousness of the offense, recognizing that employees may be suspended or terminated for serious violations.

13.2: A Union Board Member shall be made available, at the employee's request in a disciplinary meeting or a meeting which the employee believes is likely to

lead to disciplinary action being taken against the employee.

13.3: For informational purposes, copies of disciplinary actions shall be sent to the Union within two (2) working days of the action taken.

13.4: No corrective action or written warnings shall be considered in future discipline after a period of one (1) year without disciplinary action. No suspension shall be considered in future discipline after one (1) year without disciplinary action.

13.5: Records of disciplinary actions shall, at the employee's request be removed from an employee's personnel file after it may no longer be used under Section 4.

13.6: Corrective action can be used prior to disciplinary action. Corrective action might include instructional memorandum, documented counseling, training and/or verbal warnings. Corrective actions are not discipline and are not subject to the grievance procedure.

ARTICLE XIV LIMITATION OF AUTHORITY AND LIABILITY

14.1: No employee, Union member or other Agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, Public Acts of 1965, nor shall the Employer provoke a strike action by the Union or its members.

14.2: Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article IX of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer of the Union.

ARTICLE XV GENERAL

15.1: Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer

15.2: The Employer will provide washrooms and lockers for the changing and storing of clothing. Lockers of individual officers will not be opened for inspection except with permission of and in the presence of the officer or his designated representative or President.

15.3: The Employer will provide to the employee such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is in the performance of his police duties and responsibilities.

15.4: The Employer will provide a portable air conditioner for the Corrections Officers office area in the jail. If the Corrections Officers office is moved to another area this section will no longer be valid.

15.5: Medical Exams. Each Employee will be required to take a medical exam if the Employer has a reasonable basis to question the ability of the Employee to perform his/her regular duties. The basis for requiring the test shall be placed in writing and given to the Employee when the test is required. Failure to pass the exam may result, as determined by the Sheriff, in any or all of the following:

- A. Reassignment until the problem(s) is corrected.
- B. The Sheriff may require a medical leave of absence immediately if medical conditions warrant the same. The Employee may use accumulated sick leave, vacation and comp time if an Employee is required to take a medical leave of absence. The Employee may seek workers' compensation, if applicable.
- C. The Sheriff may terminate the employment of the Employee if the problem is not corrected within the time limits established under Article XXIX SICK LEAVE, or refuses to submit to the medical exam.

15.6: Psychological Exams. Each Employee may be required to take a psychological evaluation examination if the Employer has a reasonable basis for requiring such an examination. The basis for requiring the test shall be placed in writing and given to the employee when the test is required. Failure to pass this exam may result, as determined by the Sheriff, in any or all of the following:

- A. Reassignment until the problem(s) is corrected.
- B. The Sheriff may require a medical leave of absence immediately if psychological conditions warrant the same. The Employee may use accumulated sick leave, vacation and comp time if an employee is required to take a medical leave of absence. The Employee may seek workers' compensation, if applicable.
- C. The Sheriff may terminate the employment of an Employee if the problem(s) is not corrected within the time limits established under Article XXIX SICK LEAVE, or refuses to submit to the psychological examination.

15.7: Tests. Each Employee may be required to take a test for the presence of alcoholic beverages or for the use of controlled substances when the Employer has reasonable basis for requiring the test. The basis for requiring the test shall be placed in writing and given to the Employee when the test is required. Failure to take the test shall be grounds for discharge. Failure to pass the test may result, as determined by the Sheriff, in any or all of the following:

- A. Reassignment until the problem(s) is corrected.
- B. The Sheriff may require a medical leave of absence immediately if medical conditions warrant the same. The Employee may use accumulated sick leave vacation and comp time if an Employee is required to take a medical leave of absence.

- C. The Sheriff may terminate the employment of the Employee if the problem is not corrected within the time limits described in Article XXIX SICK LEAVE, or in the case of use of non-prescribed controlled substance, the problem reoccurs after the initial incident. In the event the Employee fails to pass the test, the Sheriff may subsequently and randomly retest the employee as deemed appropriate for up to two (2) years after the initial incident, or two (2) years after the Employee's return to work, whichever occurs latest.
- D. The Sheriff also reserves the right to take disciplinary action or discharge, as may be deemed appropriately by the Sheriff, when a test is failed.

15.8: Costs. The Employer shall pay for the initial medical exam and any tests and shall pay the Employee while taking the test. Any treatment costs shall be the responsibility of the Employee, to the extent not covered by health insurance.

15.9: Medical Disputes. The Employee may obtain a second opinion, at the Employee's expense, and in the event that there is a dispute between the Employer's doctor and the Employee's doctor, the Employer and the Union shall agree on a third doctor whose decision shall be final and binding on the parties. The expense of the third doctor's opinion shall be split equally by the Employer and the Employee, if not covered by the employee's insurance.

15.10: Employee Evaluations. The Employer may conduct performance evaluations of the Employees. The evaluations shall become a part of the Employee's personnel file and shall be maintained for a period of up to four (4) years from the date of the evaluation. The performance evaluations may be made available for promotions, reassignments and where discipline is appropriate and necessary. The Employer shall train all evaluators in how to perform performance evaluations. Employees shall receive a copy of the evaluation prior to the beginning of the evaluation period so they will know what areas they are to be evaluated on and upon completion they shall receive a copy of the completed evaluation.

ARTICLE XVI UNIFORMS

16.1: The Employer shall furnish uniforms to all department personnel except for the cook's position, who shall be responsible to provide their own clothing at their own expense. The Employer further agrees to replace uniforms as needed as long as the unserviceable item is turned into the Sheriff prior to reorder. The Sheriff shall determine if the article needed shall be repaired or replaced. The Employer agrees to pay all full-time uniformed employees a Three hundred Dollar (\$300.00) cleaning allowance annually and this will be given to the employees quarterly.

ARTICLE XVII CLASSIFICATIONS, VACANCIES AND PROMOTIONS

17.1: If the Employer opens an additional division of employment within the department or closes or combines existing divisions of the department, the employee's work assignment, seniority and classification are subject to negotiation with the Union.

17.2: Detectives/Sergeants.

- A. The appointment to or removal from the position of detective or sergeant will be done at the sole discretion of the Sheriff.
- B. Vacancies for the position of detective or sergeant shall be posted for a ten (10) day period on a departmental bulletin board.
- C. At the end of the ten (10) day posting period the Sheriff and/or his designee shall conduct an oral interview of all interested parties.
- D. Upon initial appointment to the position of detective said employee will receive the sum of \$400.00 to purchase non-uniform clothing. Said employee will receive the sum of \$250.00 on an annual basis thereafter.
- E. The detective position will receive a cleaning allowance as set forth in section 16.1 of this Agreement.

17.3: In the event an employee with the necessary qualifications is assigned to work in a higher classification, he shall receive the higher rate of pay for those hours worked in the higher pay classification. In the event an employee is assigned to work in a lower pay classification during the workday he shall not suffer a reduction in pay.

17.4: If the Employer determines to fill a temporary shift vacancy (both full and split shifts due to illness, emergency, leave(s) or vacation(s), the Employer shall offer this work by seniority (for the first two days) to full-time employees in the bargaining unit within the vacancy classification who are not otherwise scheduled that calendar day and who would not thereby be caused to work a double shift. The Employer shall make a good faith attempt to offer work resulting from temporary shift vacancies consistent with the above. However, in the event the Employer is unable to make contact, it will not be deemed a violation of this provision. In the case of temporary work increases or temporarily assigning additional personnel to a shift, the Employer may offer this work to part-time employees first. Having complied with the above procedure, the Employer may, if it desires, fill vacancies within its sole discretion. All such assignments shall be paid at the rate provided for the classification, but in no event less than the employee's regular rate.

17.5: In the event of transfer or promotion, an employee shall be placed on the respective wage scale so the employee does not suffer a decrease in base wage. In the event the predecessor wage level does not exist on the new

classification wage scale the employee will maintain his predecessor wage. The date of transfer or promotion shall establish a new anniversary date for advancement to the next step on the pay scale, which will provide an increase.

17.6: The position of cook shall have the right to bid for vacancies within any other classification and have the right to bid for the promotion to head cook.

17.7: In the event that management deems necessary that two (2) officers transport a prisoner, the first will be a road patrol officer as set forth in section 17.4 of this Agreement. If, in the event that the second position need not be a road patrol officer, a corrections officer will be used on a rotation basis.

ARTICLE XVIII EQUIPMENT, ACCIDENTS AND REPORTS

18.1: The Employer shall first consider the personal safety of the employees in establishing operational procedures. The Employer agrees to keep all equipment in safe operating condition.

18.2: Loss or Damage: Employees shall not be required to reimburse the Employer for loss or damage of the Employer's property, tools or equipment, mobile or otherwise, or articles rented or leased by the Employer.

18.3: The Employer agrees to furnish to all employees all equipment and articles of clothing to employees if deems necessary to performing their assigned duties.

In addition to the regular equipment, all full-time certified officers shall be issued body armor, to be replaced or maintained to company specifications.

All patrol cars in service shall be equipped with a riot gun (shot gun). All patrol cars shall also be equipped with air conditioning.

The County agrees to remove from primary road patrol any patrol vehicle reaching one hundred sixty thousand (160,000) miles. The County may continue to utilize said vehicles as secondary vehicles, i.e., detective, Undersheriff, etc.

18.4: When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest, and if ordered by the supervisor to perform the work involved, the employee shall perform the work under protest and shall have the right to refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by a certified garage, the Sheriff and/or Safety Officer.

18.5: The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

18.6: Any employee involved in any accident 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 turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

18.7: It is the duty of the employee to immediately, or at the end of his/her shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any employee as being in an unsafe operating condition until same has been approved as being safe by a certified garage and/or Sheriff or the Sheriff's designee.

18.8: Employees will not work on vehicles and equipment without prior authorization from their supervisor.

ARTICLE XIX SAFETY COMMITTEE

19.1: A Safety Committee shall be composed of Union and Employer representatives who will meet when necessary for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

ARTICLE XX TRAINING

20.1: The Employer recognizes the skill required of the Police Officer. The Employer further recognizes that, in the event the Employer determines it is necessary by law, public demand or the necessity to improve and upgrade methods, procedures and/or equipment of the personnel in the Department, the County agrees to provide all schooling, training or any other method of upgrading the personnel while on County time and during their regular shift without loss of pay. (This includes training with all firearms.)

20.2: When employees are sent for training outside of Alcona County, the employer will provide a cash advance of \$25.00 per day for meals. Neighboring counties and transports will be reimbursed for actual meal cost upon providing receipts.

ARTICLE XXI COURT TIME AND CALL IN

21.1: Any employee who is subpoenaed as the result of an accident or is involved in an accident while on duty who must attend court shall suffer no loss of pay.

21.2: An employee reporting for call-in assignments shall be guaranteed two (2) hours pay at the rate of one and one-half (1½) times his hourly rate. Call-in assignments shall include court time that employees must spend on their case. Employees shall only receive their regular hourly pay rate if the call-in hours are within the two hours immediately prior to their regularly scheduled shift. Employees will not receive both call-in and their regular rate of pay.

ARTICLE XXII WORK SCHEDULE

22.1: The regular work schedule for all full-time employees shall consist of an assignment of eighty (80) hours in a fourteen (14) consecutive day work period. The fourteen (14) day work period shall coincide with the bi-weekly payroll period with a one (1) week lag time. The regular tour of duty shall consist of either five (5) days at eight (8) consecutive hours per day or four days at ten (10) consecutive hours per day at the Sheriff's sole discretion. Additionally, the Sheriff may schedule the cook eleven (11) hours, of which one (1) hour shall be an unpaid lunch, which provides for a ten (10) hour workday.

22.2: The employees' work schedule shall be posted a minimum of fourteen (14) days in advance.

22.3: Overtime pay will be paid at the rate of one and one-half (1—1/2) times the hourly rate for all hours worked in excess of ten (10) hours in one day or eighty (80) hours in a fourteen (14) consecutive day work period. If an employee is working the 8 hour/5 day schedule, overtime will be paid for all hours worked in excess of eight (8) hours in one day or eighty (80) hours in the fourteen (14) consecutive day work period. This overtime provision may allow for scheduling of four (4) consecutive ten (10) hour shifts and three (3) consecutive pass days at the Sheriff's sole discretion.

22.4: All employees will be entitled to a shift premium of fifteen cents (\$.15) per hour for hours worked between 4:00 p.m. and 12:00 Midnight. All employees will be entitled to a shift premium of twenty cents (\$.20) per hour for hours worked between 12:00 Midnight and 8:00 a.m.

22.5: Employees may by mutual consent use accrued compensatory time off in lieu of cash payments for overtime hours worked. Employees will be allowed to convert overtime hours worked into compensatory time, provided the employees have received cash payment for one hundred (100) hours of overtime worked. The computation of the one hundred (100) hours will begin January 1 of each year. The maximum amount of compensatory time the employee may accrue is not more than eighty (80) hours. Any employee who has accrued eighty (80) hours of compensatory time must be paid overtime compensation for additional overtime hours.

22.6: Compensable time shall be earned at the rate of one and one-half (1—1/2) hours of compensable time for each hour of overtime worked for which the employee is entitled to receive overtime payment pursuant to the terms of Section 22.3.

22.7: Employees who accrue the maximum of eighty (80) hours of compensatory time shall thereafter be paid cash wages for overtime worked until such time as the amount of the compensatory time falls below the eighty (80) hour maximum accrual. In no event shall an employee forfeit both (1) the use of accrued comp time or (2) the cash payment for the overtime worked.

22.8: Shift assignment shall be made by Sheriff in his sole discretion for periods of no less than one (1) month and up to a maximum of six (6) months duration, except for exigent circumstances including staffing emergencies. In an attempt to schedule employees in such a way that would allow various employees week-ends off during their regular posted schedule the employer will make a good faith effort to assign week-ends off to different employees at each regular posted schedule change. In the event the employer is unable to do so it will not be deemed a violation of this provision. This section would not apply to duty specific employees. The employer will still maintain the sole discretion of shift assignments as it pertains to shifts worked, days off, length of assignments, and the number of employees assigned off on any given weekend.

22.9: Trading of days and shifts shall be allowed at the sole discretion of the Sheriff or his designated representative.

22.10: Each employee shall be granted a thirty (30) minute lunch break per eight (8) or ten (10) hour shift. Each employee shall be granted two (2) breaks for each eight (8) or ten (10) hour tour of duty, each break not to exceed fifteen (15) minutes. Corrections Officers must remain in the Sheriff's Office building during their lunch break.

22.11: An employee required to work more than two (2) hours overtime shall be granted an additional fifteen (15) minute break. In the event that such overtime is extended into the twelfth (12th) hour, the employee will be granted a paid meal period of thirty (30) minutes before the end of the twelfth (12th) hour.

22.12: Employees during the work year will be able to sell back for cash, vacation and compensatory hours. ** Left out on original copies by mistake. 3-8-11

ARTICLE XXIII WAGES

23.1: 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.

23.2: Attached hereto and marked Schedule A/wages are wage scales providing the classification and respective wage rates of the employees covered by this Agreement. Schedule A and the contents thereof shall constitute a provision of this Agreement.

23.3: Part time employees are not entitled to any economic benefits except those indicated on Schedule A/Wages, and in section 26.6: Holiday Pay.

Additionally, all part-time workers' hourly wages, after 90 days of employment, shall be commensurate with the starting wages for full-time workers as set forth each year in Schedule A. Such wage increase shall be prospective only.

ARTICLE XXIV LIFE AND HEALTH INSURANCES

24.1: The Employer agrees to provide a Forty Thousand Dollar (\$40,000.00) Life Insurance Policy with Accidental Death and Dismemberment, and to pay the full cost of the premiums. As indicated by attachment.

24.2: The Employer shall pay the full premium for the Blue Cross/Blue Shield BCN 10 medical plan with an H.R.A. account. The H.R.A. account will consist of an annual \$4,000.00 family deduction. Single accounts will have a \$2,000.00 deductible. The deductible will be paid by the employer. The third year of the contract the cost of the deductible will be shared by the employee and the employer. The first \$3,000.00 of the family deductible, and \$1,500.00 of the single deductible will be paid by the employer and the remaining \$1,000.00 family, and \$500.00 single will be paid, if necessary by the employee. The following additional specific riders shall be in effect:

Delta Dental PPO coverage as indicated by attachment.

VSP vision coverage as indicated by attachment.

In the event an employee possesses health insurance coverage via another source, the employee can exercise the option for a cash payment in lieu of the above health insurance by so requesting in writing. The cash payment will be made during the month of December and will be according to the following scale:

Payment	Type of Coverage
\$4,000.00	Family
\$3,500.00	two person
\$3,000.00	single

Once the insurance has been waived the employee can only re-enroll (1) during the carrier's annual enrollment period; or (2) outside of the carrier's annual enrollment period only if the employee experiences a change in their legal status such as marriage, divorce, birth, spousal employment termination, etc.

Employees must provide notice of any change in their legal status which affects their insurance coverage in written form including a description of the change and the applicable date.

If an employee has been employed for less than one year in December they will be paid based on a pro rata basis for that year.

If the employees coverage changes during the year they will be paid at the lower rate.

The Employer reserves the right to select a different insurance carrier, become self-funded or obtain any other policy, provided that such different carrier or self-funded provides comparable coverage. Prior to any change in carriers, the Employer shall notify the Union thirty (30) calendar days in advance and shall meet with the Union, upon the Union's request, within that thirty (30) days to discuss the proposed change. The Union reserves the right to file a grievance if it believes that the proposed change is not going to provide comparable coverage.

24.3: The Employer agrees to continue to pay the premium for BCN Health care plan or a comparable plan as set forth above for an employee on a work related disability leave. Premium payments for non—work related sickness or injury shall not exceed a six (6) month period.

24.5: All retirees from the bargaining unit who have completed 10 years of service with the County will remain in the group hospitalization plan for all medical benefits including spouse and dependents. This cost will be paid entirely by the retiree.

24.6: All retirees who have completed 25 years of service with the Alcona Sheriffs Department shall receive the following benefit:

The Employer will pay \$1,000.00 annually toward the cost of health insurance coverage; the retiree shall reimburse the County for all cost over \$1,000.00. Retirees may elect to not participate in the County's health coverage, and if not the Employer has no obligation to pay the annual \$1,000.00 amount. This benefit shall terminate when the participant reaches age 65.

ARTICLE XXV RETIREMENT

25.1: The Employer shall provide the Municipal Employees Retirement System (MERS), currently the MERS B-4 Plan with the F-55 waiver with at least 15 years of service. The employer shall pay the entire cost of the system.

25.2: As soon as MERS makes available, as a standard menu item, the 25-year regardless of age provision, the Employer agrees to pay one percent (1%) of payroll as actuarially determined by MERS for this benefit. The employee shall contribute by payroll deduction any costs beyond the Employer's one percent (1%) contribution.

25.4: The Employer shall establish a Defined Contribution Retirement Plan for new full-time employees hired after January 1, 2003 and for any current full-time employees who of their own choice request in writing to switch to the Defined Contribution Retirement Plan according to the following terms:

1. The Employer shall contribute an initial first year lump sum amount of four hundred dollars (\$400.00) for the first year of the contract starting January 1, 2003 subject to lump sum eligibility requirements set forth below.
2. The Employer shall contribute an initial second year lump sum amount of four hundred fifty dollars (\$450.00) for the second year of the contract starting January 1, 2004 subject to lump sum eligibility requirements set forth below.
3. Option One: If Employees contribute 4% earnings, the Employer shall contribute on behalf of each eligible member 6% of earnings for the plan year. Earnings shall consist of all hours paid.
4. Option Two: If Employees contribute 0% to the Plan the Employer shall contribute on behalf of each eligible member 4% of earnings for the plan year. Earnings shall consist of all hours paid.
5. Lump Sum Eligibility: All full-time bargaining unit members are eligible to receive a lump sum contribution amount for the specified contract year if:
 - a. hired on or before the first day of the specified contract year listed above in Article XXXII, section A., (1) and (2): (For example, any employee hired February 2003 would be entitled only to lump sum contribution benefit starting on January 1, 2004. There shall not be any pro ration and
 - b. worked and received pay for at least 400 hours of work during the specified contract year above.

6. Vesting Rights:

- a. An Employee who terminates his or her county employment shall be permitted to withdraw the full Employee's contribution and such percentage of the Employer's contribution consistent with the following vesting schedule:

Years of Service Completed	% of County Contribution Share Vested
Zero	0%
One	20%
Two	40%
Three	60%
Four	80%
Five	100%

- b. Prior years credited service extends back to January 1, 2002.

7. Normal retirement age shall be 55 years of age.

ARTICLE XXVI HOLIDAYS

26.1: All full-time employees not working on a holiday will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based on an eight (8) hour day or ten (10) hour day (dependent on schedule in effect at the time) for, said holidays. In order to qualify for the holiday pay for the holiday so designated, an employee will be required to work his/her regularly scheduled shift the day before and the day after a holiday unless on an approved absence.

The following will be observed as holidays for the purpose of this agreement:

New Year's Eve	Labor Day
New Year's Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Christmas Eve
Memorial Day (observed)	Christmas Day
Fourth of July	Martin Luther King Day, effective 2011

26.2: Holiday Premium Pay (Double Time and a Half). Notwithstanding anything else herein to the contrary, employees working on a legally-established holiday as set forth in this Agreement will be paid for hours worked during their regular shift at their regular rate of pay plus 150% in compensable time. Should the employee

work overtime on a holiday, the employee will be paid at a rate of one and one-half (1½) times the hourly rate for all hours worked in excess of their regular shift hours plus compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked in excess of their regular shift.

26.3: Voting Leave Time. Employees scheduled to work on any National or State Election Days will be given one (1) hour off for the purpose of voting without loss of pay upon presentation of proof of eligibility to vote and notice of their desire to vote given to their immediate supervisor at least one (1) day in advance. Time taken shall be either the first or last hour of the workday when polls are open.

26.4: Holidays Within Vacation Periods. Holidays recognized in this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday, or the employee can make arrangements for a personal leave day at a later date.

26.5: Holiday Hours Guarantee. Employees who are scheduled to work a holiday will be scheduled for the number of hours in their regular shift. Those employees who are called in to work a holiday will be guaranteed a minimum shift of six (6) hours of work and paid according to 26.2 above.

26.6: Holidays - Part-time. Part-time employees will be paid one hundred fifty percent (150%) of base wage for working the following observed holidays:

1. Fourth of July
2. Thanksgiving
3. Christmas Eve
4. Christmas Day
5. New Year's Eve

ARTICLE XXVII VACATIONS

27.1: Vacation Entitlement. All regular full-time employees shall be entitled to vacation time with pay under the following schedule:

- A. Employees who have completed one (1) year of active service shall be granted eighty (80) hours vacation without loss of pay.
- B. Employees who have completed five (5) years of service shall be granted one hundred twenty (120) hours vacation without loss of pay.
- C. An employee who has completed ten (10) years of service shall be granted one hundred sixty (160) hours vacation without loss of pay.

27.2: Vacation Earned While Disabled. Employees who lost time due to on-the-job disability, up to a maximum of eighteen (18) months, shall receive payment for their vacation as though the time was worked.

27.3: Military Leave of Absence. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

27.4: Vacation Accumulation Rate. Vacation days can only be accumulated in the amount not to exceed twenty (20) days carry over on the anniversary date.

27.5: Accrued Vacation. In case of retirement, resignation, discharge or death of an employee, he or his estate will be paid for all vacation days, which have accumulated to his credit.

27.6: Scheduling Vacations. Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the requests of senior employees, each year after January 1 and no later than April 1, each employee shall indicate on a twelve—month calendar his vacation request. After April 1, all employees who have failed to select their vacation time will take whatever time is available by seniority.

- A. Employees will select vacations by Bargaining Unit seniority.
- B. Normal vacation selections will be made in either four (4) or five (5) day blocks, however employees may select single vacation days or compensable time off in increments of less than five (5) day blocks. Time off requested for less than the above four (4) or five (5) day blocks will be dealt with on a first come, first served basis.
- C. Employees must submit their request at least forty—eight (48) hours prior to the requested time off unless approved by their supervisor. Once a request has been submitted the employer shall respond within forty-eight (48) hours.
- D. Once all employees have been allowed to make their first vacation pick the list will be redistributed as described above for a second choice, third choice, etc.
- E. The Employer must allow at least one bargaining unit employee off per shift per calendar day for the use of vacation or compensable time, but does not have to allow more than one employee off per shift.
- F. Employees who post a vacation either prior to April 1st of each year, or after that date, and wish to include their days off in their vacation pick, must post or request vacation days to cover their days off. The employee must have accumulated vacation time on their payroll record prior to requesting a vacation. Fourteen (14) calendar days prior to the time the vacation time is actually taken, the vacation days used to block their days off will be placed back in the employee's bank. This procedure shall be used so that an Employee may post a vacation and be guaranteed that he will not be bumped from that vacation due to a schedule change or another employee posting a vacation, or other time off during the first employee's vacation or scheduled days off connected to the vacation.

It is understood that fourteen (14) calendar days prior to taking a vacation under Section 27.6F, an employee who has posted vacation days for their days off may place the days used to block their days off back into their bank and other employees may at that point request time off for the days that are no longer blocked by the first employees' vacation. This procedure is to be followed because a new schedule must be posted fourteen (14) days prior to taking effect, thereby guaranteeing the days off to an employee making a vacation request under Section 27.6F.

27.7: Vacation Accrual with More Than One Month Absence. Employees absent for more than one (1) month for other than on-the-job disability will earn a vacation for the first month of absence only. Additional vacation credit will be earned on a pro rata basis following his return to work.

ARTICLE XXVIII LEAVES OF ABSENCE

28.1: Any employee desiring a leave of absence from his employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for ninety (90) days, provided the Employer has granted an extension prior to the end of such original leave. Permission for extension must be secured from both the Union and Employer. During the period of absence the employee shall not engage in gainful employment in the same type of work in classifications covered by this Contract. Failure to comply with this provision shall result in the complete loss of seniority rights and/or discharge for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

28.2: The Employer agrees to grant time off to union elected officials collectively up to five (5) days cumulative with pay during the year in which this contract is negotiated and up to six (6) days cumulative without pay in any one calendar year, without discrimination or loss of seniority rights, to attend a labor convention, or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities.

The Employer agrees to grant time off to union elected officials collectively up to two (2) days cumulative with pay during the years in the remaining years of the contract and up to six (6) days cumulative without pay in any one calendar year, without discrimination or loss of seniority rights, to attend a labor convention, or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities.

Due consideration shall be given to the number of personnel affected in order that there shall be no disruption of the Employer's operation due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

ARTICLE XXIX SICK LEAVE

29.1: Sick Leave Accrual Rate. Sick leave shall accrue monthly and shall be computed on the basis of not less than twelve (12) days per calendar year to a maximum of one thousand (1,000) hours. Sick leave shall not continue to accrue during non—paid leaves of absence or non—work related sickness or injury.

- A. For any employee who has accrued one thousand (1,000) hours of sick leave as set forth in Section 1, for all days accrued thereafter not taken for sick day purposes of sickness or injury as defined in Section 2, the employee at their option shall be paid one (1) day for each two (2) days earned, that is, at the rate of 50%. A normal day shall be eight (8) hours times the employee's regular rate. The amount paid in this manner shall not accrue as sick day benefits.

29.2: Sick Leave Purposes. Paid sick leave shall be available for use by employees in the bargaining unit for the following purposes:

- A. Acute personal illness and illness of household members or incapacity over which the employee has no reasonable control.
- B. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
- C. Sick leave for medical treatment or dental extractions or treatment shall be taken in not less than one-half ($\frac{1}{2}$) day increments.
- D. Sick leave will be authorized when an employee is taken ill on the job.
- E. The Employer may require medical verification of all absences where there is reasonable belief that an employee is abusing his/her sick leave. The Employer reserves the right to discipline employees who abuse their sick leave or who establish patterns of abuse.

29.3: Prohibition on Sick Leave Accrual for Future Service. Sick leave may not be granted in anticipation of future service. Recognized holidays falling within a period of sick leave shall not be counted as sick days.

29.4: Sick Leave During Vacation. Sick leave may be allowed in cases of sickness or injury occurring during the vacation period.

29.5: Extended Medical Leave.

- A. Extended medical leave shall be granted automatically upon application from employee for his/her personal illness or injury, subject to Employer's right to require medical proof of disability. Such medical leave shall be without pay if an employee has exhausted his accumulated paid sick leave benefits. An employee may be on extended medical leave for a period of not more than six (6) months

for a non-work related sickness or injury, or for the length of his accrued paid sick leave, whichever period is greater, or no more than eighteen (18) months for a work-related disability.

- B. Family Medical Leave (FML) Defined. The employer also provides family medical leaves of absence without pay to eligible regular full-time or part-time employees who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.
- C. FML Eligibility. Eligible employees may request family medical leave only after having completed twelve (12) months of service and one thousand two hundred fifty (1,250) hours of service in the twelve (12) months before the medical leave starts. Eligible employees should make requests for family medical leave to their supervisors at least thirty (30) days in advance of foreseeable events or as soon as possible for unforeseeable events.
- D. Health Provider Statement. Employees requesting family medical leave related to the serious health condition of a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for a family medical leave to provide care, its beginning and expected ending dates, and the estimated time required.
- E. Maximum FML Leave & Other Leave Utilization. Eligible employees may request up to a maximum of twelve (12) weeks of family medical leave within any twelve (12)-month period. Employees will be required to first use any eligible accrued paid leave time, such as vacation or sick leave, before taking unpaid family medical leave. Married employees are restricted to a combined total of twelve (12) weeks of leave time within any twelve (12)-month period for childbirth, adoption, or placement of a foster child; or to care for a parent with a serious health condition.
- F. Health Insurance Coverage During FML. Subject to the terms, condition, and limitations of the applicable plans, health insurance benefits will be provided by the employer to eligible employees until the end of the twelve (12) week periods. At that time, employees will

become responsible for the full costs of these benefits if they wish coverage to continue.

- G. Leave Benefits Accruals Suspended. Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment, unless otherwise specifically noted in this Agreement.
- H. Notification of Return. So that an employee's return to work can be properly scheduled, an employee on family medical leave is requested to provide the employer with at least two (2) weeks advance notice of the date the employee intends to return to work. If an employee fails to return to work on the agreed upon return date, the employer will assume that the employee has resigned.

29.6: Workers' Compensation.

- A. In the event that an employee is injured in the line of duty and is eligible for workers' compensation, regular employees shall receive full pay for up to one (1) full work week (five [5] days) after the accident without drawing on his sick leave credits, for any one (1) injury, but shall not be allowed this benefit on recurrence of previous injury. Thereafter, the injured employee will receive the difference between his/her workers' compensation payment and his/her regular rate of pay for a period not to exceed twelve (12) months from the original onset date of disability. At that time, the employee may supplement the difference between his/her regular wages and workers' compensation payment received by his/her accumulated sick leave credit until exhausted, or up to a maximum of eighteen (18) months from the original onset date of disability, whichever period is less.
- B. Employer Replacement and Termination Rights. Thereafter, eighteen (18) months post-onset/injury, if the employee is unable to return to regular work, then all fringe benefits shall cease and the Employer shall be entitled to replace the disabled employee according to business necessity in the Employer's sole judgment, and the employee's employment shall cease. In that event, employee shall receive cash reimbursement for any remaining leave benefits to which the employee might otherwise be entitled if he had continued as an employee. The employee shall remain on workers' compensation until the same is no longer payable according to law.
- C. Employees, if requested by Employer, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he/she is physically able to do work available before his/her return to active work.
- D. Sick Leave Accrual. Employees covered by this Agreement receiving

the supplemental difference between his/her regular wages and payment received under the provisions of the Workers' Compensation Act shall not continue to accrue additional paid sick leave, vacation time or seniority.

29.7: Unused Sick Leave Upon Employment Separation. The Employer shall pay employees one hundred percent (100%) of accumulated sick days up to a maximum of one thousand (1,000) hours upon leaving employment of the Sheriff's Department.

29.8: Day of Injury Compensation. 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 will be paid for the whole day.

ARTICLE XXX BEREAVEMENT LEAVE

30.1: Employees will be paid for three (3) days absence in the case of a death in his/her immediate family and extra days, if such death is out-of-state. Immediate family means, father, mother, sister, brother, child, wife, or husband, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparent, stepchild, stepbrother, stepsister, grandparent, grandchildren, son-in-law, daughter-in-law or dependent living at home. This is in addition to vacation and sick leave time.

ARTICLE XXXI SUBCONTRACTING

31.1: For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any person or non-unit employee, if it would cause a lay-off of any of its present employees in the bargaining unit actively employed on the date of execution of this Contract.

31.2: The language of section 31.1 shall not apply to the Employer's subcontracting for food preparation and/or delivery or for guarding of prisoners in hospital settings.

ARTICLE XXXII COMMUNITY LIAISON OFFICER

32.1: "A Schools and Community Liaison Officer" shall be selected by the Sheriff from within the bargaining unit. During the school year(s), the hours of work shall be determined by the Sheriff. During the non-school year, this Officer shall be reassigned to regular road patrol duties and placed on the work schedule. The determination of this Officer's school year hours of work shall have no relationship on the work schedule as provided in this collective bargaining agreement.

32.2: The Liaison Officer shall be provided clothing allowance in the amount of \$400.00 (four hundred dollars) for the first year and \$250.00 (two hundred fifty

dollars) for each subsequent year. Payment shall be made to this Officer on the pay period immediately preceding the start of the school year. Cleaning allowance shall continue as provided in this contract.

32.3: During the school year, this Officer may perform other duties as a police officer as deemed necessary by the Officer's supervisor

ARTICLE XXXIII MAINTENANCE OF STANDARDS

33.1: The Employer agrees that all conditions of employment in its individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be changed wherever specific provisions for change are made elsewhere in this Agreement.

ARTICLE XXXIV SEPARABILITY AND SAVINGS CLAUSE

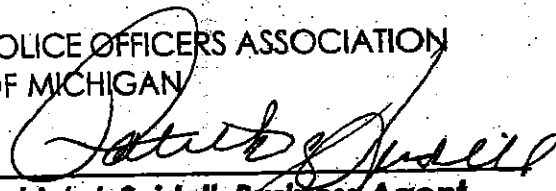
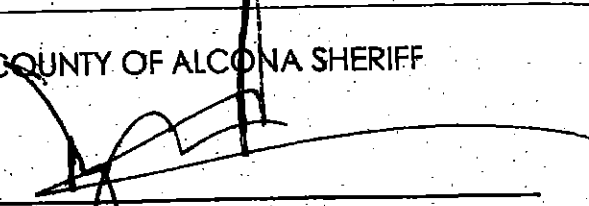
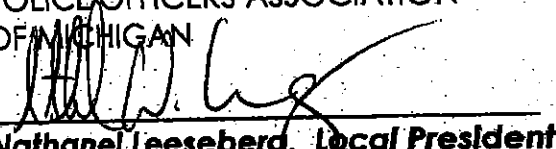
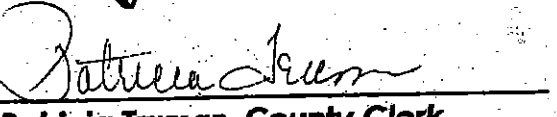
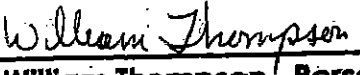
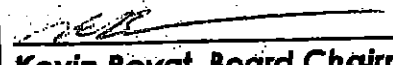
34.1: In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

34.2: In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE XXXV TERMINATION OF AGREEMENT

35.1: This Agreement shall be in full force and effect from January 1, 2011, to and including December 31, 2013, and shall continue in full force and effect until a subsequent, agreement is successfully negotiated. Either party may request to open negotiations to a successor agreement at least sixty (60) days prior to date of expiration.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

<p>POLICE OFFICERS ASSOCIATION OF MICHIGAN</p>  <p>Patrick J. Spidell, Business Agent</p>	<p>COUNTY OF ALCONA SHERIFF</p>  <p>Douglas M. Atchison, Sheriff</p>
<p>POLICE OFFICERS ASSOCIATION OF MICHIGAN</p>  <p>Nathanel Leeseberg, Local President</p>	<p>COUNTY OF ALCONA CLERK</p>  <p>Patricia Truman, County Clerk</p>
<p>ACKNOWLEDGED:</p> <p>COUNTY OF ALCONA BOARD OF COMMISSIONERS</p>  <p>William Thompson, Personnel</p>	<p>ACKNOWLEDGED:</p> <p>COUNTY OF ALCONA BOARD OF COMMISSIONERS</p>  <p>Kevin Boyat, Board Chairman</p>

Effective 1—1—2012

Annual Wage <u>Full-time</u>	<u>Start</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>4 Yrs.</u>	<u>8 Yrs.</u>	<u>\$15 Yrs.</u>
Deputy	\$29,931.20 \$14.39	\$36,857.60 \$17.72	\$37,211.20 \$17.89	\$39,062.40 \$18.78	\$39,457.60 \$18.97	\$39,832.00 \$19.15
Corrections Officer	\$24,190.40 \$11.63	\$30,721.60 \$14.77	\$31,033.60 \$14.92	\$32,593.60 \$15.67	\$32,884.80 \$15.81	\$33,238.40 \$15.98
Clerk	\$20,945.60 \$10.07	\$22,110.40 \$10.63	\$23,150.40 \$11.13	\$24,980.80 \$12.01	\$29,036.80 \$13.96	\$31,928.00 \$15.35
Cook	\$20,571.20 \$9.89					

90 Days

<u>Part-time</u>	<u>Start</u>	
Deputy	\$10.65	\$14.39
Corrections Officer	\$9.54	\$11.63
Cook	\$8.16	\$9.88

** The above figures reflect a 2% pay increase

Effective 1-1-2013

Annual Wage	Start	1 Yr.	2 Yrs	4 Yrs.	8 Yrs.	15 Yrs.
<u>Full-time</u>						
Deputy	\$30,534.40 \$14.68	\$37,585.60 \$18.07	\$37,960.00 \$18.25	\$39,852.80 \$19.16	\$40,248.00 \$19.35	\$40,643.20 \$19.54
Corrections Officer	\$24,689.60 \$11.87	\$31,345.60 \$15.07	\$31,657.60 \$15.22	\$33,259.20 \$15.99	\$33,550.40 \$16.13	\$33,904.00 \$16.30
Clerk	\$21,382.40 \$10.28	\$22,568.00 \$10.85	\$23,628.80 \$11.36	\$25,480.00 \$12.25	\$29,619.20 \$14.24	\$32,572.80 \$15.66
Cook	\$20,987.20 \$10.09					

90 Days

Part-time	Start	90 Days
Deputy	\$10.86	\$14.68
Corrections Officer	\$9.73	\$11.87
Cook	\$8.32	\$10.08

** The above figures reflect a 2% pay increase