

Original for Execution  
October 23, 2007

**AGREEMENT**

Between

**IONIA COUNTY BOARD OF COMMISSIONERS  
AND THE IONIA COUNTY SHERIFF**

-and-

**COMMAND OFFICERS ASSOCIATION OF MICHIGAN  
IONIA COUNTY SHERIFF DEPARTMENT DEPUTY DIVISION  
FOR DEPUTIES COMMAND UNIT**

**January 1, 2007, through December 31, 2009**

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## AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, between the Ionia County Board of Commissioners and the Ionia County Sheriff, hereinafter called the "Employer," and the Command Officers Association of Michigan (COAM), Ionia County Sheriff's Department Deputies Command Unit, hereinafter called the "Union."

### ARTICLE 1 - RECOGNITION OF THE UNION

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

2. The bargaining unit consists of Act 312 Sergeants and Lieutenants, Deputy Command Officers of the Sheriff's Department of the County of Ionia.

### ARTICLE 2 - MANAGEMENT RIGHTS

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

### **ARTICLE 3 - MANAGEMENT SECURITY**

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

### **ARTICLE 4 - BARGAINING COMMITTEE**

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

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

### **ARTICLE 5 - UNION SECURITY AND CHECKOFF**

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

- A. The COAM shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof.
- B. All checkoff authorization forms shall be filed with the Employer who may return any uncompleted or incorrectly completed form to the COAM's Treasurer and no checkoff shall be made until such deficiency is corrected.
- C. All other employees covered under this Agreement who do not voluntarily choose membership in the COAM shall have deducted from their wages a percentage of the membership dues which sum shall be less than one hundred (100%) percent of said dues and which sum shall accurately represent the amount for said employee due the COAM as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall

not include, by way of example, but not by way of limitation, state, national, or other dues and assessments or other amounts for other COAM activities.

- D. The Employer shall checkoff only obligations which come due at the time of checkoff, and will make checkoff deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the COAM.
- E. The Employer's remittance will be deemed correct if the COAM does not give written notice to the Employer within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.
- F. Any employee covered by the terms of this Agreement may join or terminate membership in the COAM by written notice to the Employer and the amount owing the COAM shall reflect accordingly with the next payment from the employee due the COAM.
- G. The COAM shall provide at least thirty (30) days written notice to the Employer of the amount of union dues and/or representation fee to be deducted from the wages of the County employees as in accordance with this Article. Any change in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.
- H. The COAM agrees to indemnify, defend, and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of union dues and representation fees or in reliance on any list, notice, certification, or authorization furnished under this Article. The COAM assumes full responsibility for the disposition of the deductions so made, once they have been sent to the COAM.
- I. The COAM shall exclusively use the following checkoff authorization form as herein provided for:

**CHECKOFF AUTHORIZATION FORM**

Command Officers Association of Michigan  
Ionia County Division

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

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

PRINT:	Rank	Last Name	First Name	Middle Initial
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Date deduction is to start:

Month	Year
-------	------

Signature

Address

City	State
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**ARTICLE 6 - GRIEVANCE PROCEDURE**

1. For the purposes of this Agreement, a "grievance" is defined as an alleged violation of the specific terms of this Agreement by an employee or the COAM.
2. All grievances shall be in writing and shall include: time, date, the alleged contractual violation or written rule or regulation that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired, and the signatures of the Grievant and the local Union representative.

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

The grievance shall first be presented to the Undersheriff for deputies command. The Undersheriff shall acknowledge receipt of the grievance with his signature and by entering the time and date received. A copy of the acknowledged grievance shall be returned to the Grievant or his representative.

The Undersheriff shall give his written answer within seventy-two (72) hours excluding weekends and holidays after receipt of the grievance.

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

Step 3. If the answer in Step 2 is unsatisfactory to the Grievant, the Grievant and the local Union may within three (3) days excluding weekends and holidays from receipt of the Step 2 answer, appeal the matter to the Law Enforcement Committee of the Ionia County Board of Commissioners. This appeal must be signed by the Grievant and his local Union representative. Decisions made by the Sheriff or his designee regarding discipline may not be changed by the Law Enforcement Committee.

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

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

Step 4. If the decision of the Law Enforcement Committee is unsatisfactory to the Grievant, he may, with the approval of the COAM, appeal the matter to arbitration.

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

If the parties do not agree, the arbitrator shall be selected by the rules of the FMCS.

Notwithstanding any contrary provision in this contract, any discipline which did not result in unpaid time off, such as a letter of reprimand, written warning, etc., cannot be submitted to arbitration.

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

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

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

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

#### **ARTICLE 7 - ADMINISTRATIVE PROCEDURE**

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

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

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



**ARTICLE 8 - HOURS AND RATES OF PAY**  
**DEPUTY COMMAND OFFICERS**

1. Full-time Deputy Command Officers covered hereby will be scheduled to work an average of forty (40) hours per week. Such hours shall include one (1) lunch break and two (2) coffee breaks, the coffee breaks to be taken in each half of the work shift. Fifteen (15) minutes of the lunch period for Sergeants will be unpaid.

The Sheriff, at his discretion, may schedule four (4), ten (10) hour workdays as the normal workweek. Officers are required to report for duty at the time of their scheduled shift and will be paid respectively from thereon.

2. It is anticipated that the needs of the Department may require an officer to work overtime. Overtime is defined as work performed by an officer over and above eighty (80) hours in a two-week pay period when directed and authorized by the Sheriff, or his authorized representative. It does include training sessions, consultations with prosecuting officials, and signing of complaints.

Officers who work overtime shall be compensated according to the following: the Sheriff shall have the option of (1) paying the overtime at the rate of time and one-half (1-1/2) the regular hourly rate, or (2) providing compensatory time off at the rate of time and one-half (1-1/2) off for each hour of overtime worked.

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

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

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

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

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

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

**ARTICLE 9 - LONGEVITY**  
**DEPUTY COMMAND OFFICERS**

All regular, full-time Deputy Command Officers hired on or before February 14, 1989, in the active service of the Employer as of December 1 of any year shall be entitled to receive longevity pay for length of continuous services with the Employer according to the following rules and schedule of payment.

- A. Longevity pay shall be based on full-time, continuous service.
- B. Longevity pay shall be prorated depending on the number of months in the year during which the employee had been in each category.
- C. Longevity payments will be made on the first pay day in December of each year.

	<u>Annual Longevity Pay</u>	
<u>Continuous Service</u>	<u>Sergeant</u>	<u>Lieutenant</u>
5 but less than 7 years	\$ 771	\$ 771
7 but less than 11 years	1,285	1,285
11 but less than 15 years	1,799	1,799
15 years or more	2,313	2,313

- D. Employees hired after February 14, 1989, will not receive longevity pay.

**ARTICLE 10 - LIFE INSURANCE**

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

**ARTICLE 11 - RETIREMENT BENEFITS**  
**DEPUTY COMMAND OFFICERS**

The Employer will continue the existing retirement plan for Deputy Command Officers with Aetna Life Insurance Company. The plan provides that the normal retirement date for command officers will be the earlier of age sixty-five (65) or age fifty-five (55) with twenty-five (25) years of service under the plan. The plan will be provided through an Immediate Participation Guarantee (IPG) contract between the County and Aetna Life Insurance Company. Participation in the plan is voluntary. Employees participating contribute three percent (3%). Upon completion of the application process, the retirement plan will be modified to the Michigan Municipal Employees Retirement System (MERS) Plan B-4 with F55/25 with eight (8) year vesting. The transition from the Aetna plan to the MERS plan is subject to certain understandings agreed during negotiations for this Collective Bargaining Agreement. For employees hired prior to August 3, 1994, participation in the MERS plan is voluntary. For employees hired after August 3, 1994, participation in the MERS plan is mandatory.

**ARTICLE 12 - LIABILITY INSURANCE**

The Employer will continue to provide liability insurance for employees of the Sheriff's Department. However, should there be any changes in the County's liability program such changes will be applied to the Sheriff's Department.

**ARTICLE 13 - SENIORITY**

1. Seniority is defined as the length of continuous service with the Employer since the employee's most recent date of hire. When an employee completes the probationary period, he shall be entered on the seniority list from the most recent date of hire. If two (2) or more employees are hired on the same date, seniority ranking shall be determined by drawing names from a hat. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. If an MCOLES certified command officer is laid off, the effected command officer may bump the lower senior deputy in the deputy bargaining unit, provided the laid off MCOLES certified command officer has more rank seniority than the deputy being bumped.

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

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

A. He resigns or quits.

B. He is discharged or terminated with just cause.

- C. He retires.
- D. He is convicted or pleads guilty or no contest of a felony or circuit court misdemeanor.
- E. He has been on layoff for a period of time equal to his seniority at the time of his layoff or eighteen (18) months, whichever is lesser.
- F. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for two (2) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.
- G. He fails to complete the M.C.O.L.E.S. Training School satisfactorily.

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

#### **ARTICLE 14 - PROBATIONARY PERIOD**

When an officer is promoted into the unit, he will be considered a probationary employee for the equivalent of 1040 hours of actual work.

A probationary command officer who was promoted from the non-supervisory unit of this agency may be demoted at any time by the Sheriff in his sole discretion. Such demotion shall not be subject to the grievance procedure. If the Sheriff determines to extend the probationary period, he will provide the employee a written statement of the reasons for the extension. During such probationary period, the Sheriff may demote the employee to his/her former rank or the employee may, or his/her own volition, request in writing to be relieved of his/her new classification or rank and be returned to his/her former classification or rank. Commencing with the first full pay period following promotion, the promoted employee shall receive the rate of a new rank or classification at the step which results in a pay increase.

#### **ARTICLE 15 - NEW OR CHANGED JOBS**

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

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

## **ARTICLE 16 - EXPERIENCE**

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

## **ARTICLE 17 - LAYOFF AND RECALL**

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

## **ARTICLE 18 - SCHEDULED DAYS OFF** **SERGEANTS**

1. Because Officers are required to work regardless of calendar weekends; i.e., Saturdays and Sundays, the Employer grants off in lieu thereof and refers to these as "scheduled days off."
2. The Employer agrees to continue its practice of scheduling to provide that the employee is scheduled off a total of one hundred and four (104) days per year. No

employee shall be scheduled to work more than eight (8) consecutive days without a scheduled day off.

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

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

#### **ARTICLE 19 - SICK LEAVE**

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

Unused sick leave credit shall be cumulative to a maximum of seven hundred, twenty (720) hours.

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

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

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

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

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

## ARTICLE 20 - HOSPITALIZATION, MEDICAL AND DENTAL COVERAGE

1. Health insurance is to be provided as follows. This benefit is not retroactive.
  - A. BCBSM Traditional, first-dollar coverage, with a \$10 generic/\$20 brand name prescription plan.
  - B. BCBSM Comprehensive Major Medical insurance will have a \$500 annual deductible, 80%/20% co-insurance to an annual maximum amount to be paid of \$1,000 for covered services, with a \$10 generic/\$20 brand name prescription plan.
  - C. BCBSM PPO #6 with in/out network service coverage. In-Network \$250 deductible with 90%/10% co-insurance to an annual maximum amount to be paid of \$1,000 a member for covered services, with a \$15 generic/\$30 brand name prescription plan.
  - D. Priority Health HMO with 100% inpatient, \$10 office visit co-payments and a \$10 generic/\$20 brand name Formulary prescription plan.

2. Deputies Command. All plan selections require an employee contribution equal to 10% of the premium plan selected, which will be deducted through payroll deduction. Effective January 1, 2009, the premium employee contribution shall be 11%. Effective January 1, 2006, the maximum employee contribution will be one hundred dollars (\$100). Effective December 1, 2007, there shall be no maximum employee contribution cap.

These descriptions are intended to be a brief summary of the plans offered, and details are available from the County Clerk's office.

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

3. Employees who are eligible for the health insurance benefits and have elected, in writing, not to participate shall be entitled to a taxable insurance option payment in the amount of **Fifty Dollars (\$50.00) per month of non-participation, provided they have insurance from another source.** Employees may make the election not to participate at the end of any month and may only re-enroll within the regulations of the insurance carrier. The Employee must provide evidence of coverage through another policy. Effective December 1, 2007, the health insurance benefits waiver amount shall be increased to **ten percent (10%) of the applicable rate of the least costly plan offered.**

4. The Employer will reimburse employees for proven dental, optical and out of pocket medical expenses (dollar for dollar - evidenced by paid bill or canceled check), not to exceed Seven Hundred Dollars (\$700.00). Effective January 1, 2009, this amount shall

be increased to Nine Hundred Dollars (\$900). For the employee, his spouse and dependent children. Dental, optical and out of pocket medical expenses may be submitted on a quarterly basis.

5. An employee on medical leave of absence will receive hospitalization insurance coverage for the remainder of the month in which the employee exhausted his/her accrued sick pay and vacation time (or would have exhausted them, if used) plus one (1) additional month. After that, the employee may continue coverage for an additional three (3) months by paying the monthly cost of the premium to the Employer. In case of employees on medical leave due to a work related illness or injury, the Employer will continue hospitalization coverage for twelve (12) months from the date the employee exhausted his/her accrued sick pay and vacation time (or would have exhausted them, if used). After that, the employee may continue coverage for up to twelve (12) additional months by paying the premiums to the Employer, provided the insurance carrier permits such continuation.

#### **ARTICLE 21 - VACATION LEAVE**

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

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

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

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

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

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



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

7. Scheduled days off may be taken with vacations.

#### ARTICLE 22 - FUNERAL LEAVE

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

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

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

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

#### ARTICLE 23 - NON-MEDICAL PERSONAL LEAVE

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

#### ARTICLE 24 - MEDICAL LEAVE

1. Medical leave will be granted upon application from the employee for illness or injury subject to the Employer's right to require medical proof of disability. An employee may be on medical leave for a period of not more than one (1) year or the length of his/her seniority, whichever is less, and seniority shall not continue beyond that time. The Employer may request as a condition of continuance of any extended medical leave, proof of continuing disability. Any employee returning to work from a medical leave may be required to present a doctor's certificate that the employee is physically able to perform the required work. Any physical condition which may affect an employee's ability to perform his/her duties should be reported promptly, whether they occurred on the job, or not. In situations where the employee's physical or mental condition reasonably raise a question

9/16/08  
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as to the employee's capability to perform his/her job, the Employer may require a medical examination by a doctor of Employer's choice and at Employer's expense, and if cause is found, require the employee to take a medical leave of absence. Medical leaves will be without pay, except as otherwise provided.

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

**ARTICLE 25 - FAMILY AND MEDICAL LEAVE ACT**

Nothing in this Agreement will be construed to diminish the rights of any employee or the Employer as provided in the Family and Medical Leave Act, consistent with the policy established by the Board of Commissioners, which may change from time to time. Seven (7) calendar days prior notice shall be provided to the Union before a change is made.

**ARTICLE 26 - AMERICANS WITH DISABILITIES ACT**

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

**ARTICLE 27 - HOLIDAYS**

1. Employees shall receive eight (8) hours of Holiday Paid Time Off (HPTO) for the following holidays, provided they meet the eligibility requirements set forth below. Employees may bank up to a maximum of one hundred eight (108) hours in any year. HPTO may be taken after the hours are earned and with the approval of the Sheriff or his designee. Any HPTO not used by December 31<sup>st</sup> shall be paid to the employee at rate of pay on December 31<sup>st</sup> in the first pay period in January.

- |                        |   |
|------------------------|---|
| New Year's Day         | Columbus Day                            |
| Martin Luther King Day | Veterans Day                            |
| Presidents Day         | Thanksgiving Day                        |
| 4 Hours Good Friday    | Friday After Thanksgiving               |
| Memorial Day           | 4 Hours Christmas Eve Day               |
| W Independence Day     | Christmas Day                           |
| Labor Day              | 4 Hours New Years Eve Day <sup>50</sup> |

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

spared, seniority shall prevail. Employees who normally work a Monday through Friday schedule may be scheduled off on a holiday and will not be eligible for Holiday Pay or banking HPTO.

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

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

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

#### **ARTICLE 28 - LEAVE FOR UNION CONFERENCES AND CONVENTIONS**

1. The Employer will grant leaves of absence without pay to members of the bargaining unit of the Command Officers Association of Michigan for the following functions.

- A. One (1) man for twenty-four (24) work hours every other calendar year to attend the COAM national meetings. If more time is required for such function than here provided, a pass day will be scheduled in conjunction therewith if adequate notice is given.
- B. One (1) man for twenty-four (24) work hours to attend the COAM State of Michigan meetings each calendar year.

2. Once a month the Division President or one other designated employee may be excused for the local division meeting, without pay, if he is scheduled to work.

## **ARTICLE 29 - UNIFORMS, CLOTHING AND EQUIPMENT**

1. In the selection, procurement, and issuance of uniforms, the Employer will give due consideration to the items, numbers, materials, and quality consistent with the needs, use, function, and responsibility of the Officer.

2. Any employee in the bargaining unit required to use ordinary street clothes as part of his or her duties for a period of at least three (3) months, shall receive a clothing allowance in the amount of Four Hundred (\$400.00) Dollars per annum, prorated on a quarterly basis, beginning three (3) months after date of hire. Effective January 1, 2007, the clothing allowance shall be increased to Five Hundred (\$500.00).

3. The Employer shall be responsible for the dry cleaning and laundering of all uniforms issued by the Department. Plain clothes Officers shall be permitted the cleaning and laundering of civilian clothes used in Departmental work.

4. During the first year of employment of a member of this bargaining unit, the Employer shall furnish three (3) complete winter and three (3) complete summer uniforms and leather gear (excluding shoes). On each anniversary date thereafter of each Officer, said officer shall receive replaceable items if needed.

5. Prior to December 15, 1993, the Employer shall purchase 15 bullet-proof vests (Armitron or equivalent) for use by deputies. Any deputy issued a vest shall be required to wear it while on duty.

6. Employees shall receive a total of One Hundred (\$100.00) Dollars in general clothing reimbursement per year. Effective January 1, 2007, the general clothing allowance shall be increased to Two Hundred (\$200.00).

## **ARTICLE 30 - K-9 OFFICER**

Any officer assigned as the K-9 officer will be paid an additional Four Hundred Dollars (\$400.00) per year as full and complete payment for all time spent in the care and feeding of the canines. This compensation shall be paid on a quarterly basis.

## **ARTICLE 31 - PARKING AND TRAVEL**

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

2. When the employee shall find the equipment furnished by the Employer as unsafe for use in the performance of his/her assigned duties, the employee shall be required to immediately report the condition to his immediate supervisor, and, if the

condition is not satisfactorily resolved in a reasonable period of time, the employee may have recourse to the grievance procedure as provided herein.

### **ARTICLE 32 - COMMUNICATIONS**

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

### **ARTICLE 33 - MISCELLANEOUS**

1. The employee shall use all safety devices as may be specified by the County.
2. There will be a bulletin board available in each building where the employees report, portions of which shall be made available to the COAM/Union for their announcements. No posting shall be made on such boards until first approved by the Sheriff, which approval shall not be unreasonably withheld.
3. If during the term of this Agreement any part of the provisions contained herein are rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.
4. To be entitled to any vacation or sick leave pay out, an employee terminating his or her employment must give the Employer at least two (2) weeks notice before his or her effective date of termination and must work those two weeks.
5. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth herein in this Agreement. Therefore, the COAM/Union and the Employer, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement or with respect to any subject not referred to or covered in this Agreement, whether or not such subject may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
6. The Employer may make use of auxiliary police and part-time personnel provided, however, that such use shall not be for the purpose of avoiding overtime or for the purpose of replacing regular, full-time employees and in the event of layoffs, no full-time employee shall be laid off while auxiliary police and/or part-time personnel are employed.

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

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

The six (6) month period provided above may be extended for an additional ninety (90) days, subject to the same provisions.

Temporary employees are not required to join the COAM/Union.

8. The residency area shall be defined as an area thirty (30) miles in any direction from the Ionía County Jail. All employees must become residents of the residency area within twelve (12) months of their date of hire and remain residents of the residency area thereafter as a condition of employment. An employee who fails to comply with this Section may be terminated. A new employee who does not reside in the residency area at date of hire will report to the Sheriff after six (6) months of employment regarding his residency status.

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

#### **ARTICLE 34 - ELECTION OF REMEDIES**

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the COAM/Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to utilize the grievance procedure provided for in this contract and subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

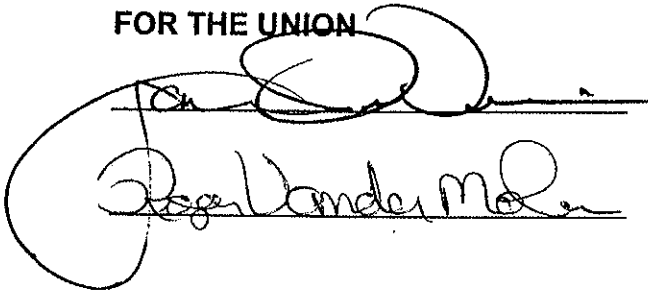
#### **ARTICLE 35 - TERM OF AGREEMENT**

THIS AGREEMENT shall become effective January 1, 2007, unless provided herein, and shall remain in force until midnight, December 31, 2009, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60<sup>th</sup>) day prior to

the expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify or later, have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

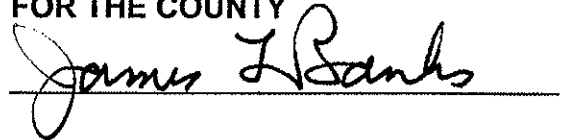
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first written above.

FOR THE UNION

  
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Date: 10-30-07

FOR THE COUNTY

  
\_\_\_\_\_

Date: 11-13-07

FOR THE SHERIFF

  
\_\_\_\_\_

Date: 10-30-07

## APPENDIX A. WAGES

The following annual salary schedule for bargaining unit employees will be effective on the dates shown below, retroactive for employees employed on the date of ratification by the parties.

<b><u>Deputy:</u></b>	<b><u>01/01/2007</u></b>	
Deputy <u>Sergeant</u>	\$21.90	
Deputy <u>Detective</u>	\$21.90	
<u>Lieutenant</u>	\$23.00	
<b><u>Deputy:</u></b>	<b><u>01/01/2008</u></b>	<b><u>07/01/2008</u></b>
Deputy <u>Sergeant</u>	\$22.34	\$22.79
Deputy <u>Detective</u>	\$22.34	\$22.79
<u>Lieutenant</u>	\$23.46	\$23.93
<b><u>Deputy:</u></b>	<b><u>01/01/2009</u></b>	<b><u>07/01/2009</u></b>
Deputy <u>Sergeant</u>	\$23.25	\$23.72
Deputy <u>Detective</u>	\$23.25	\$23.72
<u>Lieutenant</u>	\$24.41	\$24.90