

AGREEMENT

BETWEEN

THE OTSEGO COUNTY BOARD OF COMMISSIONERS,

OTSEGO COUNTY SHERIFF

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(CORRECTIONS/DISPATCH UNIT)

OTSEGO COUNTY CORRECTIONS/DISPATCH  
INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	Agreement	1
XI	Computation of Back Wages	11
XX	Computation of Benefits	17
XXX	Contracting and Sub-Contracting of Work	28
XXVIII	Consolidation of Elimination of Jobs	27
X	Disciplinary Action	8-11
XXXVII	Distribution of Agreement	35
V	Dues and Fees Check-Off	3-4
XXXIV	Education	32-34
XLIV	Effective Date	41
XXXX	Equalization of Overtime	37-38
XXXVI	General Provisions	35
IX	Grievance Procedure	6-8
XXV	Holiday Provisions	25-26
XXXIII	Hosp. Coverage, Life Insurance, Pension	29-32
XVIII	Job Postings and Bidding Procedures	16-17
XXI	Jury Duty	17-18
XVI	Layoff and Recall	14-15
XXII	Leaves of Absence Without Pay	18-24
XXIII	Leaves of Absence with Pay	24-25

XXXVIII	Longevity	36
XIV	Loss of Seniority	13
XLIII	Management Rights	39-40
XLI	Overtime Pay	38-39
II	Preface	1-2
I	Purpose and Intent	1
XXVII	Rates for New Jobs	27
III	Recognition	2
VI	Remittance of Dues and Fees	4
XXXI	Safety	28-29
XV	Seniority of Officers and Stewards	13
XII	Seniority (Probationary Employees)	11
XIII	Seniority Lists	12
VIII	Special Conferences	5
XXXV	Temporary Assignments	34
XLII	Termination and Modification	39
XVII	Transfers	15-16
XXXII	Union Bulletin Boards	29
VII	Union Representation	4-5
IV	Union Security	2-3
XXVI	Vacation	26-27
XIX	Veterans (Reinstatement of)	17

XXIV	Worker's Compensation (On-the-Job Injury)	25
XXXIX	Working Hours	36-37
XXIX	Work Performed By Supervisors	27-28
	Signature Page	41
	Appendix A - Wages	42-43
	Memo of Understanding - Correction Staff Twelve Hour Shifts	44-45
	Memo of Understanding - Central Dispatch Twelve Hour Shifts	46-47

AGREEMENT

THIS AGREEMENT, entered into on the date the contract is signed, by and between the OTSEGO COUNTY BOARD OF COMMISSIONERS, of Otsego County, Michigan, Sheriff, Otsego County, Michigan, (hereinafter referred to as the "EMPLOYER") and the Police Officers Association of Michigan, (hereinafter referred to as the "UNION", representing the corrections unit).

ARTICLE I

PURPOSE AND INTENT

1.1: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations in the mutual interest of the Employer, employees, and the Union.

1.2: The parties recognize that the interest of the Employer and the job security of the employees depend upon the Employer's success in providing proper services to the citizens of the County.

1.3: The Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE II

PREFACE

2.1: The Employer and the Union recognize their responsibilities under federal, state and local laws relating to fair employment practices.

2.2: The Employer and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed their commitment to avoid discrimination.

2.3: The Employer and the Union agree that neither shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, nationality, political belief or physical handicap which does not impair the individual's ability to satisfactorily perform the required work, nor shall the Employer or its agents nor the Union, its

agents or members, discriminate against any employee because of such employee's membership or non-membership in the Union.

2.4: The Employer and the Union agree that the Employer's Affirmative Action Program is in the best interest of both and that they shall cooperate in endeavoring to achieve the objectives therein sought.

ARTICLE III  
RECOGNITION

3.1: The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

UNIT: All Full-Time and Regular scheduled Part-Time Correction Officers, 911 Dispatchers, and Clerks working 20 hours or more per week and work camp employees working more than 25 hours per week.

Excluding the Sheriff, Undersheriff, Jail Administrator, 911 Director, Work Camp Supervisor, one confidential employee and all other employees.

ARTICLE IV  
UNION SECURITY

4.1: Employees covered by this Agreement who are members of the Union shall be required, as a condition of employment, to maintain membership in the Union and pay all appropriate Union dues.

4.2: Employees who are not union members shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

4.3: Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

4.4: Employees of the bargaining unit that are represented by the Union shall be deemed to be in compliance with this Union Security Clause if they are not more than sixty (60) days in arrears in payment of membership dues or the sum equivalent to membership dues as a charge for representation services.

4.5: The Union shall submit written notification to the Employer concerning employees represented by the Union who are sixty (60) days in arrears in the payment of appropriate Union dues.

4.6: Indemnification. If, in accordance with the above sections, an employee is discharged by the Employer upon written request of the Union, and it is subsequently determined that such Discharge was improper, the Union will indemnify the Employer against any claim, charge, litigation, or any expense incurred or liability required to be paid by the Employer on account of a termination or refusal of reinstatement pursuant to the written request of the Union.

ARTICLE V  
DUES AND FEES CHECK-OFF

5.1: The Employer agrees to deduct from the wages of any employee appropriate Union dues if the employee has executed a written authorization form (check off). Unless withdrawn, the employee authorization shall remain active during the life of this agreement and subsequent contracts.

5.2: Dues and/or fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and honor certification by the financial officer or a designated representative of the POAM, regarding

the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues.

ARTICLE VI  
REMITTANCE OF DUES AND FEES

6.1: When Deduction Begins: Check off deductions become effective at the time the authorization form is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

6.2: Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to POAM, 27056 Joy Road, Redford, MI 48239, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.

ARTICLE VII  
UNION REPRESENTATION

7.1: The Union shall represent employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees at any step of the grievance procedure. Such resolved grievances and matters shall be final upon written consent of the aggrieved employee(s) and the Union.

7.2: The employees covered by this agreement will be represented by, and the Employer agrees to recognize the following Union officials:

One (1) president  
One (1) vice president

7.3: The Union shall designate to the County, in writing, the two representatives holding above listed positions, and the County shall not be required to recognize or deal with any other employee(s) other than the ones so designated.

7.4: The president or his designee, during working hours, without loss of time or pay, shall be allowed reasonable time to investigate, process and present grievances on the Employer's property, without disclosure, until the investigation is



complete. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the Union representative and the Employer or a designee.

7.5: The Union, in contract negotiations, may be represented by a bargaining committee made up of the president and one other member of the bargaining unit as designated by the Union (total of two unit representatives).

7.6: Should Contract negotiation sessions be scheduled during a representing employees work shift, that employee shall make arrangements with another member of this bargaining unit to cover for the shift, with no overtime cost to the County. Said arrangements shall be subject to County approval and said approval shall not be unreasonably withheld.

#### ARTICLE VIII SPECIAL CONFERENCES

8.1: Special conferences for important matters other than grievances shall be arranged between the President or his/her designated representative, and the Employer or a designated representative upon the request of either party. Such conferences shall be between at least two (2), however, not more than six (6) Union and at least (2) representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda shall be presented in writing at the time the conference is requested. Conferences shall be held within ten (10) working days after the request is received. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at mutually agreed upon times and hours. The members of the Union as set forth above shall not lose time or pay for time spent in such special conferences. These conferences may be attended by representatives of the POAM.

8.2: The Union representative may meet without loss of time or pay on the Employer's property for a least one-half hour immediately preceding the conference.

ARTICLE IX  
GRIEVANCE PROCEDURE

9.1: Definition of Grievance. A grievance shall be defined as a complaint by an employee covered by this Agreement or the Union alleging a violation of a provision or provisions of this Agreement.

9.2: Grievance Procedure.

1. Verbal Procedure

An employee with a complaint shall notify the Employer within five (5) working days after the employee knows or should have known of the events giving rise to the complaint. The complaint shall be discussed informally by the employee and the Employer or a designated representative. If requested, the employee's president or his designee may be present. The Employer shall give his verbal answer within five (5) working days of the verbal presentation. Every effort shall be made to satisfactorily resolve the grievance in this manner.

2. Written Procedure

Step 1: If the complaint is not satisfactorily settled by the Verbal Procedure, it shall be reduced to a written grievance and submitted to the Employer within five (5) working days after the Employer's answer to the Verbal Procedure. Within five (5) days after the written grievance has been submitted, the Employer or a designated representative, shall render a written response to the grievant and the president. The time limits to this sub-section can be extended by mutual agreement of the Union and the Employer or a designee.

Step 2: If the grievance is not satisfactorily resolved at Step 1, it may be appealed by submitting the grievance to the Chairperson of the County's Personnel Committee or designated representative within ten (10) days after the Employer's answer in Step 1. Within ten (10) days after the grievance has been appealed, the representatives of the Employer and the representatives of the Union shall attempt to schedule a meeting at the mutual convenience of the

parties. The Employer shall issue a written response within ten (10) days following the meeting.

Step 3: In the event POAM wishes to carry the matter further, it may within thirty (30) calendar days from the date of the Employer's answer at step 2 meet with the Employer for the purpose of attempting to resolve the dispute(s).

Step 4: If the dispute(s) remain unsettled the Union may request arbitration of any unresolved grievance by giving written notice of its intent to arbitrate within ten (10) calendar days from the date of the meeting, or within thirty (30) days from the date of the Employer's answer at step 2.

9.3: Upon timely notification of the Union's intent to arbitrate unresolved issue (s), the parties may mutually agree on an arbitrator. In the absence of a mutually acceptable arbitrator the arbitrator shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service or A.A.A. by each party alternately striking a name. The remaining arbitrator shall hear the case.

9.4: There shall be no appeal from an arbitrator's decision. Such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this agreement, and shall have no authority to add to, or subtract from any of the terms of this agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union, except in cases involving similar issues where a previous award was in the Union's favor, the Employer shall pay full cost of arbitration. In those circumstances wherein similar issues were decided in favor of the Employer, the Union shall pay the full expense of arbitration.

9.5: A grievance may be withdrawn without prejudice and if withdrawn all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the

appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

9.6: Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

9.7: Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

ARTICLE X  
DISCIPLINARY ACTION

10.1: The Employer agrees that it will not discharge or discipline employees without just cause.

10.2: In any case where an employee displays behavior which is deemed by his/her Employer as inappropriate, or as a result of some action creates undesirable results which requires disciplinary action, the Employer agrees to, where appropriate, follow the following disciplinary sequence:

1. Oral warning
2. Written reprimand
3. Suspension
4. Removal and discharge

10.3: Should it be necessary to reprimand an employee, the Employer shall attempt to give the reprimand in a way that will not cause embarrassment for the employee. Reprimand should not be given in front of any other employees or the public.

10.4: No warning notice need be given before an employee is discharged if the cause of such discharge is dishonesty, drunkenness or recklessness resulting in serious accident while on duty, where provided elsewhere in the contract or where provided for in reasonable work rules established by the Employer.

10.5: Employee Assistance and Referral Program. If in the opinion of either the employee or the Employer, personal problems on the part of the employee are interfering with his/her job performance, referral to an Employee Assistance and

Referral Program (E.A.R.P.) may be offered to the employee at the option of the Employer. If the employee then chooses to utilize the E.A.R.P., all disciplinary action then pending will be held in abeyance for a period of three (3) months. During that time the Employer will be authorized to monitor the attendance and maintenance of effort of the employee in treatment. A "release of information" authorization will be signed by the employee. In the event that reasonable rate of attendance and maintenance are not evidenced, upon prior notification to the Union, the three (3) month grace period will immediately cease and the employee will be subject to normal disciplinary measures.

10.6: Any cost associated with an E.A.R.P. shall be born by either the employee's insurance, if such coverage is provided, or by the employee.

Step 1: ORAL WARNING: Upon imposing an oral warning the employer may place a notation of such warning in the employee's personnel file providing the employee has been given a copy of same.

Step 2: WRITTEN REPRIMAND: The Employer agrees that upon imposing a written reprimand, the employee's Union representative will be notified in writing within three (3) working days of the action taken, and a copy of the reprimand shall be placed in the employee's file.

Step 3: SUSPENSION, REMOVAL, OR DISCHARGE: When an employee has engaged in conduct which could lead to discharge or discipline involving time off, the Employer will notify the employee of the events giving rise to the disciplinary action. If the employee request, the Employer shall meet with the employee to discuss the matter. The employee shall have the opportunity to meet with his/her Union representative on the Employer's premises prior to meeting with the Employer and to have his/her Union representative present when he/she meets with his/her Employer. If disciplinary action is taken the employee will be notified in writing with a copy to be given to his/her Union representative. Should the discharge or discipline, be considered improper, a written complaint specifying the reasons therefore and the provisions of the

contract violated should be presented through the local president within five (5) working days after the written receipt of the notice of the discharge or discipline to the County Personnel Committee or designated representative. The affected employee, Union representative, or Employer's representative can request a meeting be held to discuss the action taken. In the event that a meeting is requested, it shall be held within ten (10) working days from the request, and the Chairperson of County Personnel Committee, or his/her designated representative shall give a written answer within six (6) working days following the meeting. If no meeting is requested, the Chairperson of the County Personnel Committee or his/her designated representative shall give a written answer within six (6) working days of receiving the written complaint. If the Employer's decision is not satisfactory to the employee and the Union, the matter shall be referred to the final step of the grievance procedure within thirty (30) calendar days of the receipt of the Employer's decision.

In imposing a discharge or discipline on a current charge, the employer will not base his/her decision upon any reprimands or suspensions of three days or less which are more than thirty-six (36) months old.

For the purpose of processing grievances or other contract issues with time limits involved, a work day is defined as Monday through Friday except for holidays defined in this Agreement.

10.7: The employee shall have the right, if he/she so requests, to be represented by his/her union representative at the time disciplinary action, excluding oral warning, is imposed. All disciplinary actions, oral or written, shall be subject to the normal grievance procedure, or the employee may seek such other legal remedies as may be available to him/her upon the employee's election.

10.8: Employees may review their personnel file with the exception of employment letters of recommendation, at a mutually agreeable time within 72 hours of written request to the Employer or its designated representative during normal business

hours construed to be 8:00 a.m. to 4:30 p.m. Monday through Friday excepting recognized holidays.

ARTICLE XI  
COMPUTATION OF BACK WAGES

11.1: A claim for back wages shall include a claim for back wages and all other benefits but shall not exceed the amount of wages one would have otherwise earned, LESS any unemployment or other compensation that may have accrued from any source during this period of back pay.

11.2: The County shall not be required to pay back wages or any monetary amount for any period more than thirty (30) days prior to the date the written grievance is actually filed.

ARTICLE XII  
SENIORITY (Probationary Employees)

12.1: New employees hired into the unit shall be considered as probationary employees for the first 2080 work hours of their employment, during which time the employee may be discharged without recourse to the contractual grievance procedure, provided however that the Employer may not discharge or discipline for the purpose of evading this agreement or discrimination against Union members. When an employee finishes the probationary period he/she shall be placed on the regular seniority list of the unit and shall rank for seniority from the last date of hire. There shall be no seniority among probationary employees.

12.2: The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment set forth in this Agreement, except discharge and disciplined employees for other than Union activity.

12.3: A unit employee rehired after lay-off for greater than his loss of seniority period will only have to satisfy original probationary period set forth above.

ARTICLE XIII  
SENIORITY LISTS

13.1: The Employer will maintain an up-to-date Seniority list, a copy of which shall be posted on the appropriate bulletin board. The names of all employees who have completed their probationary periods shall be listed on the regular seniority list in order of their last hiring dates, starting with the employee with the greatest amount of seniority at the top of the list. If two or more employees have the same last hiring date, the last four digits of their Social Security Numbers shall be used in determining their respective positions on the Seniority List, with the employee having the lowest such four numbers being assigned first to the Seniority list.

- A. Seniority shall be defined as the length of continuous full-time employment with the Sheriffs Department or Otsego County 911 since the initial hire date as a full-time employee. Classification seniority shall be defined as the length of continuous full-time service within a particular classification covered under the collective bargaining agreement. Classification seniority shall be utilized for the purposes of layoffs, vacation picks, and shift selection, if applicable.

13.2: The Seniority list on the date of this agreement will show the date of hire, name, job title, and hourly rate of all employees of the unit entitled to Seniority.

13.3: The employer will keep the Seniority list up-to-date and will provide the local Union representative and POAM with one current copy.

13.4: It is agreed that the Employer will furnish the Union with an e-mail, each month, of the name of all employees who, during the preceding month, were hired, terminated, retired, placed on "leave of absence", placed on long term disability, Workers compensation, were awarded a bid on a unit-wide basis, promoted or transferred to jobs not within the jurisdiction of the bargaining unit.



ARTICLE XIV  
LOSS OF SENIORITY

14.1: An employee shall lose his/her seniority for the following reasons only:

- a. He/she quits
- b. He/She is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c. He/She is absent for one working day without notifying the Employer. After such absence, the Employer will send written notification by certified mail to the employee at his/her last-known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
- d. If he/she does not return to work when recalled from layoff as set forth in the recall procedure.
- e. Return from sick leave and leaves of absence will be treated as same as above (c).
- f. He/she retires.
- g. He/she is convicted, pleads nolo contendere, to a felony.
- h. He/she has been on a leave of absence for a period that exceeds twelve (12) months. He/she has been on a workers compensation leave that exceed twenty-four (24) months in duration.

ARTICLE XV  
SENIORITY OF OFFICERS AND STEWARDS

15.1: The president shall head the seniority of the unit, for the purpose of layoff only during the term of their office, providing they are able and qualified to perform the remaining work.

ARTICLE XVI  
LAYOFF AND RECALL

16.1: The word "layoff" means a reduction in the work force due to lack of work, lack of funds, or the elimination of a position.

16.2: In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least two (2) weeks prior to the effective date of Layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority and job titles. If the results of such meeting are not conclusive, the matter shall be a proper subject for Step 3 of the grievance procedure.

16.3: When a layoff takes place, the first employees in the following order shall be laid off; temporary, seasonal, part-time and probationary. Layoffs shall be by classification, utilizing classification seniority as the basis of the layoff. Once laid off that employee may use his/her department seniority to bump someone in a lower paying classification as long as they have the ability and necessary licenses to perform the work of the new classification. They have previously performed the work without the necessity of training. Said employee shall assume the wage rate of the applicable wage grade within the lower classification. The affected employee shall have the right to accept the layoff in lieu of bumping rights.

16.4: Employees to be laid off will receive ten (10) working days advance notice of the layoff. Said notice shall be via U.S. Mail with the ten (10) day notice starting the day the notice is Post Marked.

16.5: It shall be the responsibility of each employee to notify the department of any change of address or telephone number. The employee address as it last appears on department records shall be conclusive when used in this section.

16.6: During a layoff the use of scheduled overtime in a job classification in which bargaining unit employees are Laid off, shall be limited to no more than three (3) overtime situations in any work week.

16.7: The Employer shall attempt to use laid off employees when additional personnel are needed to fill in when regular employees are absent or the amount of overtime exceeds the amount limited in Section 6 above. When recalling for temporary situations, the Employer shall be exempt from the ten (10) day lay off or recall notice found in Sections 4 and 8 of this Article.

16.8: When there is to be a permanent increase in the work force after a layoff, employees will be recalled according to classification seniority, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his/her last known address by certified mail. If an employee fails to report to work within ten (10) working days from the date of the mailing of notice of recall, he/she shall be considered a quit.

16.9: All full-time employees shall be eligible for recall from layoff for a period of thirty-six (36) months. During periods of layoff, seniority shall not continue.

#### ARTICLE XVII TRANSFERS

17.1: Transfer of employees. If an employee transfers to a position under the employer not included in the bargaining unit which results in a promotion (defined as a position that has a greater hourly rate of pay), and thereafter transfers back to a position within the bargaining unit within twelve (12) months, he/she shall have their bargaining unit seniority frozen while working in the position to which he/she transferred. An employee returned to the bargaining unit, as provided in this section, may not transfer for a period of two (2) years without forfeiting unit seniority. If again hired into the bargaining unit, the employee would be considered a new hire.

17.2: If operations or divisions or fractions thereof are transferred from one location to another for a period of more than five (5) working days, employees affected will be given the opportunity to transfer on the basis of seniority, desire, and classification. Location exchange will be allowed in such cases.

17.3: The employer agrees that in any movement of work not covered by this agreement, to notify the Union in writing of the change and the names of the employees involved. If the Union disagrees with the change, it shall notify the employer within five (5) working days. Thereafter, the matter shall become proper subject for negotiations.

ARTICLE XVIII  
JOB POSTINGS AND BIDDING PROCEDURES

18.1: All vacancies and/or newly-created positions within the bargaining unit shall be posted. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position on the workplace bulletin board. Employees interested shall apply in writing within the seven (7) working days' posting period. The period of trial will be posted not to exceed 160 hours.

18.2: The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his/her steward. In the event the senior applicant disagrees with the reasons for denial, it shall be proper subject for the grievance procedure. The Employer shall furnish the president with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period the Employer shall furnish the president with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's president as to who was awarded the job.

18.3: If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his/her president in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

18.4: The employee who is awarded the vacancy and/or newly-created position shall be paid at the same step in the pay range for the new position as the step held in the previous position.

18.5: Once the employee is awarded the new position and successfully completes the trial period, the employee is prohibited from bidding on a job posting for a period of twelve (12) months unless it would be mutually agreed to by the Union and Employer.

18.6: For all 911 Dispatch Vacancies: All vacancies and/or newly-created positions within the bargaining unit shall be posted. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. Qualifications and seniority being equal, seniority shall prevail. All vacancies will be posted for a period of seven (7) working days, setting forth the requirements for the position on the workplace bulletin board.

#### ARTICLE XIX

##### VETERANS (Reinstatement of)

19.1: The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations for veterans.

#### ARTICLE XX

##### COMPUTATION OF BENEFITS

20.1: All hours paid by the Employer to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

20.2: Any employee wages or fringe benefits which were generally in effect prior to the effective date of this Agreement, which were not changed by this Agreement, will continue in force throughout the life of this Agreement unless altered by mutual consent of the Employer and the Union.

#### ARTICLE XXI

##### JURY DUTY

21.1: An employee who serves on jury duty or witness service will be paid the difference between his/her pay for jury duty or witness service, and his/her regular pay.

21.2: Employer must be notified immediately upon receipt of such notice with copy of jury notice or witness service.

21.3: Witness service must be related to his/her employment with the employer.

ARTICLE XXII  
LEAVES OF ABSENCE WITHOUT PAY

22.1: A. Leaves of absence without pay shall be granted for the following reasons:

1. Illness leave, physical or mental (including personal pregnancy)

B. Leaves of absence without pay may be granted for the following reason(s):

1. Prolonged illness in the employee's immediate family defined as those persons residing in the employee's household or residing in a county contiguous with Otsego County.

2. Educational courses and training programs that are work related or a benefit to the Employer.

3. Personal Leave.

22.2: A leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time and without pay. Approved leaves of absence may be extended for a reasonable period at the discretion of the Employer.

22.3: Only a permanent, full-time employee who has worked continually for the County for one or more years shall be eligible for a leave of absence.

22.4: An employee shall continue to accrue seniority while on an approved leave of absence (Section 1a above) and, upon return to work, shall be reemployed in a position for which his/her seniority and qualifications entitle him/her.

22.5: An employee shall not lose any seniority already accrued at the time of commencement of leave as outlined in Section 1b above, but shall not accrue any additional seniority while on such leave and, upon return to work, shall be reemployed in a position for which his/her seniority and qualifications entitle him/her.

22.6: Pregnancy Leaves—without pay will be granted under the following conditions.

- A. The Employer or a designee shall be notified of the pregnancy no later than the end of the fourth (4th) month.
- B. At any time after the fourth month of pregnancy, an employee may be granted pregnancy leave. Employees may continue to work after the fourth month provided that they shall present to the Employer or a designee a letter from their doctor stating that they are able to continue to work and perform their regular duties. This doctor's statement must be renewed monthly during the pregnancy.
- C. Pregnancy leaves shall be for as long a period as necessary to insure the health and safety of both the mother and the child but in no case shall such leave extend beyond ninety (90) days following delivery.

An extension for an additional ninety (90) days may be granted at the sole discretion of the Employer. There shall be no further extensions.

- D. Employees who fail to return to work within the limitations in section 6c shall be considered a voluntary quit.

22.7: Family and Medical Leave Act.

- A. Eligibility. Employees are entitled to up to twelve (12) weeks unpaid job protected leave for certain family and medical reasons if they have worked for at least one (1) year and for 1,250 hours over the previous twelve (12) months.

B. Reasons for taking FMLA Leave:

1. To care for the employee's child after birth or placement for adoption for state supervised foster care;
2. To care for the employee's spouse, son or daughter or parent who has a serious health condition; or
3. For a serous health condition that makes the employee unable to perform the employee's job.
4. Any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty or has been notified or an impending call to active military duty status in support of a contingency operation.
  - a. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active military duty. The eligible employee is entitled to a combined total of twenty-six (26) weeks of all types of FMLA leave.

C. Advance notice and medical certification: The employee is required to provide advance leave notice and medical certification should FMLA leave be desired by the employee. A FMLA leave may be denied if the notice and certification requirements are not met.

1. The employee must ordinarily provide thirty (30) days advance notice when the leave is "foreseeable."
2. If thirty (30) days notice is not practical, taking into account all facts and circumstances in the individual case, then notice must be given within one (1) or two



(2) business days of when the need for leave becomes known to the employee.

3. Leave requests must be in writing and must set forth the reasons, anticipated duration, and anticipated start of the leave with medical certification attached. The County may require an employee to obtain a second medical opinion at County expense, from a health care provider mutually agreed upon by the employer and employee.
4. Medical treatment must be scheduled so as to minimize loss of work time. Appointments scheduled during work hours must have written verification from the provider of the health care service that such provider does not offer appointment hours which do not conflict with the employee's shift hours and does not offer Saturday hours.

D. Benefits

1. For the duration of FMLA leave, health insurance coverage will be maintained under the same conditions that applied prior to the commencement of the leave. The employee shall continue to make all contributions that were required of the employee prior to taking leave. Payments shall be made each pay period on the normally scheduled pay day. Failure of the employee to make the required payments shall result in loss of coverage retroactive to the paid to date.
2. Employees will be returned to their original or equivalent position upon return from FMLA leave.
3. Employees paid time off such as sick days, personal days, and vacation time will be charged for FMLA leave pursuant to the statutory option granted to the employer.

4. Accrued benefit time, no matter when earned will be charged for FMLA leave time taken. Employees may retain two (2) personal days if available.
  5. The FMLA does not require that an employee actually ask for FMLA leave in order that the Employer be permitted to charge paid time off programs if the purpose for the leave program is a purpose contemplated by the law.
  6. Employees taking leave under FMLA shall continue to accrue seniority.
  7. FMLA leave will be based on a calendar year.
  8. While on FMLA unpaid leave, employees are not eligible for vacation time accrual.
- E. Attendance rules. Absences permitted by the FMLA will not be counted as absence incidents.
- F. Notice of employer expectations and obligations of employee.
1. Paid and unpaid leave pursuant to the FMLA will be counted against the employee's FMLA entitlement.
  2. An employee must furnish to the employer medical certification of necessity for the leave within fifteen (15) days of any request for FMLA leave. If the medical certification is found to be incomplete, the employee will be provided a reasonable opportunity to cure such deficiency. In the case of foreseeable leave, failure to provide medical certification will cause the leave to be denied until the required certification is provided. When the need for FMLA is not foreseeable, certification must be provided at least fifteen (15) days after the employee gives notice of the need for

the leave or as soon as practical under the facts and circumstances requiring the leave.

3. If the employee has an obligation to pay part of that employee's health care premiums as of the time of the FMLA leave, the employee must make provisions with the payroll department to continue such payments during the leave.
4. Upon return to work, the employee will be required to submit a fitness for duty certification on the same basis as exists under current return from medical absences.
5. If an employee is designated as a "key employee," the employee will be so advised at the time an FMLA leave is requested. Upon determination by the employer that substantial and grievous economic injury to the operations of the employer will occur, reinstatement of such key employee may be denied. Adverse effects on health care entitlement may also occur.
6. A non-key employee will be reinstated to the same or an equivalent job upon return from leave.
7. Should an employee on FMLA leave decide not to return to work, the employer is entitled to recover its share of health plan premiums paid by the employer during such period of FMLA leave subject to certain exceptions.

G. Personnel department.

1. Will provide an employee requesting FMLA leave with written notice detailing the specifications and obligations of the employee and explaining any consequences of a failure to meet these obligations.
2. Will provide an employee with a copy of the FMLA Fact sheet.

3. Will provide an employee with requisite forms for medical certifications.
4. Will answer questions regarding the FMLA rights, duties and obligations of the employee.

ARTICLE XXIII  
LEAVES OF ABSENCE WITH PAY

23.1: Personal Leave.

- A. On January 1 each year, each permanent full-time employee and regular part-time employee (on a pro-rated basis) shall receive fifty-six (56) hours of paid leave time. This paid leave time may be used for illness or personal reasons. New hires will receive a pro-rata amount of paid leave based on the employee's date of hire. (Example: an employee hired as a full-time employee on July 1 would receive twenty-eight hours of paid leave for that calendar year).
- B. This leave may be used at the employee's discretion for sick or personal reasons. Twenty-four hours notice and prior approval by the supervisor is required for general absences, and at least one hour's notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible.
- C. Any balance left (of the seven days) following the last full pay period paid in November shall be paid at the employee's prevailing wage in a separate check on the payday closest to Christmas.

23.2: Funeral Leave.

- A. All members covered by this agreement will be paid for three (3) consecutive days absence in the case of death in his/her immediate family and

five (5) consecutive days if such death is out of state which period shall include the date of the funeral.

- B. Immediate family means father, mother, sister, brother, child, wife or husband, mother-in-law, father-in-law, step-parent, step-child, step-brother, step-sister, grandparents, grandchildren, nieces and nephews or dependent living at home. This is in addition to vacation and personal leave.

ARTICLE XXIV  
WORKER'S COMPENSATION (On-the-Job Injury)

24.1: Each employee will be covered by the applicable Worker's Compensation Laws.

24.2: The employee or his immediate supervisor shall execute the appropriate forms (to be provided by Employer) within twenty-four (24) hours of injury.

24.3: If the illness or injury shall be compensated under the Worker's Compensation Act, such employee may use personal time if available in their bank to augment his Worker's Compensation payments. For each day of absence, the employee will be entitled to use an amount from his personal bank, to the nearest hour sufficient to make up the difference between the worker's compensation benefits received and his normal weekly salary.

ARTICLE XXV  
HOLIDAY PROVISIONS

25.1: The paid holidays are designated as:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Easter Sunday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New year's Eve Day
Labor Day	

25.2: Employees will be paid their current rate based on their regular scheduled work day for said holidays. Part-time employees shall receive holiday pay on a pro-rated basis.

25.3: In the event a holiday occurs while an employee is on paid sick leave, he/she shall not be charged with a sick day used.

ARTICLE XXVI  
VACATION

26.1: Each, permanent full-time and permanent part-time employee (on a pro-rated basis) shall earn vacation leave credit as follows:

Start date - 5 years of service	80 hours (3.076 per pay period)
6-10 years of service	120 hours (4.615 per pay period)
11+ years of service	160 hours (6.153 per pay period)

26.2: Vacation time will be credited to the employee's bank on a bi-weekly basis. Employees can only have up to their base vacation accrued in their vacation bank at any one time and they may not use more than what is currently in their vacation bank.

26.3: Vacations normally will be taken in a period of consecutive days. Vacation may be spilt into one (1) or more days to allow for use of vacation days, providing such scheduling does not drastically interfere with the efficiency of the operation of the department and five (5) working days' advance notice is submitted by the employee in writing.

26.4: If an employee become ill and is under the care of a duly-licensed physician during his/her vacation, the vacation will be rescheduled and the lost time will be charged to accrued paid sick leave. In the event his/her incapacity continues through the year, he/she may be awarded payment in lieu of vacation.

26.5: Vacation schedules will be worked as far in advance as possible. To accomplish this and consider the wishes of senior employees, each year, after January 1" each employee shall indicate on a yearly calendar his/her intended vacation request no later than April 1" and execute an appropriate vacation

request form. The Employer shall answer all vacation requests made prior to April 1st by April 15th. All vacation requests made after April 1 shall be submitted at least twenty-eight (28) working days in advance of vacation time requested. The employer shall answer the employees' request within ten (10) working days.

ARTICLE XXVII  
RATES FOR NEW JOBS

27.1: When a new job is created or an existing job is changed and/or reclassified, the Employer will notify the Union of the classification, job content (description) and rate structure prior to its becoming effective. In the event the Union does not agree that the classification, job content (description) and rate are proper, it shall be subject to negotiations.

ARTICLE XXVIII  
CONSOLIDATION OF ELIMINATION OF JOBS

28.1: The Employer agrees that any consolidation or elimination of jobs shall not be affected without a special conference. It is agreed that if the results of the meeting are not conclusive, and there exists a dispute, dispute shall be submitted to the final step of grievance procedure.

ARTICLE XXIX  
WORK PERFORMED BY SUPERVISORS

29.1: Supervisory employees, or non-bargaining unit members, shall not be permitted to perform work within the bargaining unit except in case of an emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

29.2: This section shall not preclude the Sheriff, Undersheriff, Jail Administrator, Work Camp Supervisor or Director of 911 during their normal working hours from performing any duties performed by this unit, even if it would limit overtime opportunities. In an emergency situation, the

Sheriff, Undersheriff, Jail Administrator, Work Camp Supervisor or Director of 911 may perform duties performed by this unit at any time during any shift.

29.3: This section shall not preclude supervisors or non-bargaining unit employees from doing any duties performed by this unit, which have been historically performed as of the effective date of this agreement, as set forth under the provisions and terms of Article XXXV, Temporary Assignments.

ARTICLE XXX

CONTRACTING AND SUB-CONTRACTING OF WORK

30.1: The employer shall have the right to sub-contract work normally performed by bargaining unit employees when the Employer deems said sub-contracting prudent. However, subcontracting shall not be the direct cause for any layoffs, demotion of employees or result in the loss of regular wages or benefits to bargaining unit personnel.

ARTICLE XXXI

SAFETY

31.1: The employer agrees to comply with all Michigan Occupational Safety and Health Act regulations that may apply to bargaining unit work or environment. In the event the Employer fails to implement a valid safety or health recommendation of the Union, and the Union wishes to carry the matter further, such shall become a proper subject for the final step of the grievance procedure.

31.2: The Employer shall furnish all equipment necessary to perform the duties assigned their classification and keep same in safe operating condition.

31.3: The Employer shall not require employees to take out on the streets or highways, any vehicle that is not in safe operation condition as certified by a licensed mechanic or equipped with the safety appliances prescribed by law.

31.4: 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 the provision shall subject such employees to disciplinary action by the Employer.

31.5: An employee who is injured while on the job, and requires emergency medical care by a licensed physician and cannot return to work will be paid for the whole day.

ARTICLE XXXII  
UNION BULLETIN BOARDS

32.1: The Employer shall provide a bulletin board in the facility where employees hereunder are employed, for the posting of Seniority/Vacation and other information for use of the Union and Employee.

ARTICLE XXXIII  
HOSPITALIZATION MEDICAL COVERAGE, LIFE INSURANCE, PENSION

33.1: Effective January 1, 2008, the Employer will pay 95%, of the health insurance program (PPO-3), of Blue Cross Community Blue Option 3-PPO; Rx coverage: generic: \$10.00 co-pay, brand: \$40 co-pay, with a 90-day mail order supply available for two co-pays; Blue Cross Blue Shield Dental Traditional Plus Plan 3 (100/75/50/50 -\$1,000 w/ortho), and continue the present Blue Cross Blue Shield A80 Vision Coverage for eligible full-time employees. Employee will pay 5% of illustrative rate for all the above coverages by pre-tax payroll deduction.

Effective January 1, 2010 the Employer will pay 92.5% of the health care program. Effective January 1, 2010 the employee will pay 7.5% of illustrative rate for all the above coverages by pre-tax payroll deduction. The County is not at fault if the coverage is dropped by Blue Cross or any vendor for lack of participation. The Employer reserves the right to select and/or change all insurance carriers, provided equivalent benefits are provided.

If an employee chooses to "Buy Up" to Blue Cross Blue Shield Option 1-PPO, they will be responsible for the buy up cost between the PPO1 and PPO3 Plans in addition to the 5% cost of the PPO3, \$10/40 Rx, Blue Cross Blue Shield Dental

Traditional Plus Plan 3, and Blue Cross Blue Shield Vision A80 plan illustrated rates. The cost will be deducted by pre-tax payroll deduction.

33.2: The Employer shall continue to provide the coverage set forth above for a period of three (3) months only from the date of an eligible employee's layoff, and up to six (6) months for an absence as a result of a job-related disability. The employee may continue to retain the coverage during layoff or leave by payment of the full premiums to Employer.

33.3: Employees hired before November 5, 2008, who do not participate in the MERS Post Employment Healthcare Savings Program, may elect to continue their group health care coverage through the Otsego County Group Health Plan in the retiree group suffix (medical and prescription coverage only) with the premium of the healthcare insurance the responsibility of the employee which must be prepaid at current group rates. At the age of 65, the retired employee becomes eligible for Medicare. If the retiree elects to remain in the retiree suffix, the County pays a portion of the Medicare supplemental insurance and prescription premium for the employee only. The retiree contribution cost is determined each plan year. For 2008 and 2009, the retiree contribution is 5% of the group rate. The benefit would transfer to the surviving spouse upon death of the employee if the retiree elects the Death-After-Retirement Surviving Spouse Benefit.

For all new hires as of date of contract signing, the employer agrees to match employee contributions up to \$40 per month to the County's MERS Post Employment Healthcare Savings Account beginning the month after the contract is signed. Contributions will cease the month an employee terminates or retires. There will be a \$20 minimum per month mandatory employee contribution to the plan. There will be a one (1) year vesting requirement on the program for employer contributed funds.

For new hires as of date of contract signing participation in the MERS Post Employment Healthcare Savings Program is mandatory. New hires are not eligible to participate in the County sponsored retiree healthcare program in Section 3.

Present members of the bargaining unit will be given a one-time option to permanently waive enrollment in the County

sponsored retiree healthcare program in section 3 within a 30 day window designated by the employer and to have a Post Employment Healthcare Savings Account.

33.4: The insurance coverage listed above shall be discontinued on the day the employee's services are terminated or he/she quits. Such employees shall be informed of their options under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

33.5: Eligible regular full-time employees electing to not participate in the Employer's group medical care coverage will receive an annual stipend of \$2,000, to be paid quarterly. Non participants will provide proof of coverage(s) from another source. Employees who elect to return to the Employer's hospitalization medical insurance shall be added as soon as practicable. Employees that are covered under the Employer's plan through a spouse that also works at the Employer are not eligible for the annual Medical Care Opt out Stipend.

33.6: Pension: The present retirement plan with plan provisions B-3 - 80% max, normal retirement age: 60, V-10, FAC-5 is provided through the Municipal Employee's Retirement System (MERS) for all employees working on a regular basis one hundred (100) or more hours per month and employee participation is mandatory.

33.7: Short-Term Disability: The employer shall provide and pay premiums for a short term disability policy attached as an appendix to this contract. The policy shall provide for all full-time employees a minimum benefit level of sixty-six and two-thirds (66-2/3%) percent of an employees normal weekly gross wages up to a maximum benefit of five hundred (\$500) dollars per week. Coverage shall be for periods on non work related disability up to twenty-six (26) weeks per occurrence. Coverage shall be effective the first day due to a non work related accident and the eighth day of illness. During the period of disability health coverage, seniority, life insurance credit shall continue. No other benefit shall accrue during the period covered by short term disability. An employee shall continue to make all contributions towards benefits that were required by the employee prior to the commencement of disability leave. Payment shall be made each pay period. Failure of the employee to make the required payments shall result in the loss of coverage retroactive to the paid to date.

33.8: Life Insurance/ADD: The Employer shall provide life insurance and accidental death and dismemberment insurance policies, at its expense, each in the amount of \$26,000 for each employee.

For purpose of continuation of benefits that an employee is otherwise entitled to, and for seniority accrual, an employee receiving short term disability insurance benefits will be considered on a paid leave. Provided however, if a paid holiday falls during the period an employee is receiving short term disability insurance benefits, the employee shall not receive holiday pay for that holiday.

#### ARTICLE XXXIV

##### EDUCATION

34.1: The County shall reimburse employees for work-related seminars, courses, classes, or workshops, which may be required by law for any employee to perform work in his/her job. Reimbursement shall be made after the class is satisfactorily completed (passing grade, certification of completion shall document a satisfactory completion).

Approval to attend County sponsored education must be obtained from the Employer or a designee in advance, in writing. The following criteria must be met before approval can be considered:

- A. Course schedule will allow attendance without disruption of the department's schedule, or workload.
- B. Funds are available for such courses. Reimbursement will be made after receipt of documented grade/completion reports and tuition receipts. Duplication of other forms of reimbursement shall not be allowed.

34.2: Non-County sponsored classes that an employee may wish to attend that would contribute directly to the continued development of the professional skills and knowledge of the employee's position with the County may be reimbursed by the county after an employee has a minimum of one (1) year

continuous service and after satisfactory completion of the course. Prior County approval is required.

34.3: If attendance is required, conventions, seminars, and workshop expenses less than \$100.00 shall be reimbursed by the County. Voluntary attendance may be reimbursed at the sole discretion of the Employer. Attendance requires prior County approval.

34.4: The Employer and Union shall encourage employees, especially probationary employees, to attend all training made available to them for the mutual benefit of all parties. In order to facilitate attendance at available training courses, the Employers and the Union agree to the following:

- A. The Employer shall attempt to adjust the work schedule to allow attendance of training during regular work hours to avoid overtime without disrupting normal department functions. A posted schedule may be adjusted with the consent of those employees whose work hours would be affected. Should a training session exceed eight (8) hours in one day, up to two (2) additional hours may be paid at regular pay rate.
- B. If the schedule can be adjusted, the employee(s) shall be allowed the option of attending up to sixteen (16) hours per week of training, in addition to the work schedule of forty (40) hours, to be paid at regular pay rate. Employees choosing not to attend such training at regular pay rate shall not be discriminated against in any manner. The employee shall agree to these pay conditions in advance of the training session. Travel time shall not be considered as part of the sixteen (16) hour limit.
- C. The Employer reserves the right to adjust the pass days of the affected employee to accommodate the training schedule.

Travel time to and from training will be paid at the regular straight time rate if the employee has been advised of the travel three (3) or more days prior to the training. If less than three

(3) or more days is given, that portion of travel time which, when combined with training time, exceeds eight (8) hours in one day, will be paid at time and one-half.

- D. Should a situation involving training occur which is not covered by the above, attendance and pay conditions may be arranged in advance by mutual agreement of the employee and Union.

34.5: Basic Training/Continued Training. The employer agrees to send all corrections officers to become corrections certified by a corrections academy within twelve (12) months of being hired. The Employer and 911 Director agree to send all 911 dispatchers for required training.

The employer agrees to maintain all required employees trained and certified in First Aid/CPR/AED.

If participating in transports or inmates, the employer shall qualify those employees with the use of departmental firearms on a quarterly basis.

The employer shall cover expenses, in accordance with the Otsego County Official Travel and Business Expense Policy, associated with any training requirements to include books/tuition/food/travel and lodging.

ARTICLE XXXV  
TEMPORARY ASSIGNMENTS

35.1: Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc; will be granted first to part-time employees (low hours) than to full time employees (low hours) who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. However, if an employee needs to leave their shift because of illness, etc or there is notification by a bargaining unit employee that they will be absent, the employer shall make a reasonable effort to contact an off duty qualified bargaining unit employee, thereafter the Employer shall have the option of using non-bargaining employees to fill that shift.

ARTICLE XXXVI  
GENERAL PROVISIONS

36.1: Use of Personal Vehicle: Whenever an employee is requested by the Employer to use his/her own personal vehicle, he/she shall be accorded mileage at the then applicable County rate.

36.2: Policies and Procedures: All Bargaining Union Employees shall have access to written policies and standard operating procedures.

36.3: Uniforms: The Employer shall supply uniforms and provide for maintenance and cleaning of the uniforms. Full time employees to be issued four (4) pants, four (4) winter shirts, and four (4) summer shirts. Employees who are provided uniforms that do not require dry cleaning shall be entitled to a two hundred and fifty dollar (\$250) annual cleaning allowance. The allowance will be paid through payroll and will be subject to normal taxes. Part-time employees to be issued two (2) pants, two (2) winter shirts and two (2) summer shirts during their one year probationary period. After one year of service Part-time employees will be issued an additional pair of pants, winter shirt and summer shirt. A belt shall be issued to each employee.

Dispatchers. Full-time employees will be issued four (4) winter shirts, four (4) summer shirts and the employer will reimburse the employee up to \$100 annually for four (4) pairs of pants. Receipts are required for reimbursement. Part-time employees will be issued two (2) winter shirts, two (2) summer shirts and the employer will reimburse the employee up to \$50 annually for two (2) pairs of pants. Receipts are required for reimbursement.

ARTICLE XXXVII  
DISTRIBUTION OF AGREEMENT

37.1: The Union agrees to provide to each employee a copy of this Agreement and to provide copies to distribute to all new employees entering the employment of the Employer.

ARTICLE XXXVIII  
LONGEVITY

38.1: Full-time employees who have completed a minimum of six (6) years of service with the employer will receive longevity amounts as follows:

<u>Years of Service</u>	<u>Amounts</u>
6	\$110.00
7	\$120.00
8	\$130.00
9	\$140.00
10	\$150.00
11	\$160.00
12	\$170.00
13	\$180.00
14	\$190.00
15	\$200.00

To qualify, an employee must be on the employer's payroll on December 1 of the applicable contract year and have the requisite years of service. The amount will be paid to qualifiers on the employer's last payroll period prior to Christmas of the applicable year.

Effective September 1, 2008, employees hired after this date shall not participate in the above longevity program.

ARTICLE XXXIX  
WORKING HOURS

39.1: The normal work day/pay period for regular full-time employees shall be eight (8) hours per day (including a paid lunch period) and eighty (80) hours per pay period.

39.2: The normal shift schedules for full-time employees shall be as follows: (may be changed by mutual agreement of both parties):

7:00 a.m. to 3:00 p.m.  
3:00 p.m. to 11:00 p.m.  
11:00 p.m. to 7:00 a.m.



Those assigned to the 9-1-1 dispatch operations may have other shift schedules as agreed upon.

39.3: All parties to this Agreement recognize that the normal operation of the Sheriff's Department is a twenty-four (24) hour a day, seven (7) days a week, twenty-eight (28) day cycle operation.

39.4: The shift schedule for the Clerk classification shall be: Consecutive 8 hour shift- 7:00 a.m. to 7:00 p.m.

39.5: Employees may exchange days off with approval of the Employer providing such change shall not be deemed overtime in the event the employee worked in excess of the Agreement's overtime provisions.

39.6: Call-In: An employee called in to work outside his/her shift shall be guaranteed at least three (3) hours pay at his/her straight time rate unless his/her total number of hours worked would require over-time in accordance with the overtime provision.

39.7: Working schedules are to be posted at least fourteen (14) calendar days prior to the first working day of the schedule. Once posted, there will be no changes absent mutual agreement.

39.8: During Daylight Saving change over, employees will be paid for the actual number of hours worked.

#### ARTICLE XXXX

#### EQUALIZATION OF OVERTIME

40.1: Overtime hours shall be divided as equally as possible within each division. An up-to-date book showing overtime hours will be maintained in a prominent place within the department. When overtime is required, the person with the least number of overtime hours in that division will be called first and so on down the list in an attempt to equalize the overtime hours. For the purpose of this section, time not worked because an employee chooses not to accept the overtime, will be charged the actual number of overtime hours worked by the employee who accepts the overtime. After the call in list has been exhausted, the

dispatcher or correction officer available with the least seniority may be ordered into work to fill the vacant shift(s).

40.2: If the Employer exhausted the call-in list within a division, employees outside the division may be asked to work the overtime.

40.3: When overtime is required within a division, full-time employees shall be asked prior to calling part-time employees. This provision is not intended to preclude the calling-in of part time personnel, if such call-in would avoid the necessity of paying an overtime wage.

ARTICLE XLI  
OVERTIME PAY

41.1: Time and one-half will be paid as follows:

1. For all hours over eight (8) in the day.
2. For all hours over eighty (80) in a pay period. The employer will make every reasonable effort to not exceed forty (40) hours in a week.
3. For all hours worked on a holiday that are defined in this Agreement in addition to holiday pay.
4. An employee recalled for overtime duty shall be guaranteed at least three (3) hours pay at the rate of time and one-half.
5. Upon mutual agreement of both employee and employer comp time may be used in lieu of overtime pay.

41.2: Double time will be paid as follows:

1. For all hours worked beyond eight (8) hours on a holiday.

41.3: Compensatory hours should be used as soon as possible following the pay period in which they were earned. Employees may have up to 80 hours of time in their Compensatory Accrual

Bank at any one time. Members who presently have more than 80 hours will be allowed to retain their bank but will not be able to add to their bank until it drops below 80 hours.

ARTICLE XLII  
TERMINATION AND MODIFICATION

42.1: This Agreement shall continue in full force and effect until December 31, 2010.

42.2: If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

42.3: If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.

42.4: Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union to POAM, 27056 Joy Road, Redford, MI 48239 and to the Employer, addressed to Personnel Committee Chairman, 225 W. Main St., Gaylord, Michigan, 49735; or to any such address as the Union or the Employer make available to each other.

42.5: Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any other terms of this Agreement. The Employer agrees to continue all contractual terms and provision past the expiration date of this contract until a new contract takes effect.

ARTICLE XLIII  
MANAGEMENT RIGHTS

43.1: The County and Sheriff and 911 Director on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities, conferred upon and vested in it by laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are

exercised by employers except such as are specifically relinquished herein reserved to and remain vested in the County, including, but without limiting the generality of the foregoing, the right to manage its affairs efficiently and economically, including the right (a) to determine the services to be performed, the quality of work and services to be performed, and the methods of performing the work and services; (b) to determine the means and methods of carrying out the work; (c) to determine the size of the work force and increase or decrease its size; (d) to hire new employees, to discharge or discipline employees for just cause, to maintain discipline and efficiency, and to assign, transfer and layoff employees; (e) to schedule the work days and hours of work; (f) to direct the work force, to assign the type and location of work assignments and related work to be performed, and determine the number of employees assigned to operations; (g) to establish work standards, and the methods, processes, procedures by which such work is to be performed; (h) to select employees for promotion or transfer to supervisory or other positions, as to unit positions, and determine the number of supervisors; (i) to determine the qualifications and competency of employees to perform the available work; and (j) to establish, change, combine, or discontinue job classifications and prescribe and assign job content; and (k) to establish training requirements for purposes of maintaining or improving the professional skills of employees and for purposes of advancement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogative not enumerated, and except as specifically abridged, all of the rights, powers, and authority the County had prior to the signing of this Agreement are retained by the County and remain within the rights of the County, provided however, that no management right shall be exercised in violation of any of the specific terms of this Agreement.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of County policy, the operation of the County and the direction of the employees are vested exclusively in the County or in its designated representatives when so delegated by the County. The exercise of judgment and discretion by the County and its administrators not in conflict with the express terms of this Agreement shall be upheld. The term County includes the County Sheriff.


ARTICLE XLIV  
EFFECTIVE DATE

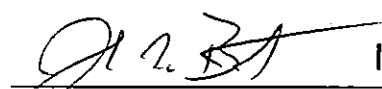
44.1: This agreement shall become effective upon signing unless otherwise specified in the agreement:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written:


POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

FOR THE EMPLOYER

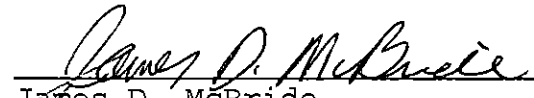
  
\_\_\_\_\_  
Patrick J. Spidell  
Business Agent

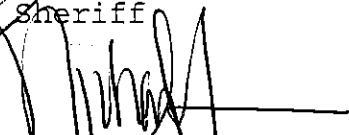
 11.3.08  
\_\_\_\_\_  
John M. Burt  
County Administrator

  
\_\_\_\_\_  
OTSEGO COUNTY CORRECTIONS/  
911 DISPATCH OFFICERS  
ASSOCIATION

  
\_\_\_\_\_  
Paul Liss  
Commissioner

FOR THE SHERIFF

  
\_\_\_\_\_  
James D. McBride  
Sheriff

  
\_\_\_\_\_  
Mike Thompson  
911 Director

OTSEGO COUNTY  
 AND  
 POAM

APPENDIX A

WAGES EFFECTIVE JANUARY 1, 2008 THROUGH DECEMBER 31, 2010

Corrections Officers

<u>Year</u>	<u>Salary Type</u>	<u>Start</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>	<u>4yr</u>
2008	Hourly	11.41	12.54	13.42	14.29	15.30
	Yearly	23,731.80	26,083.20	27,913.60	29,723.20	31,824.00
2009	Hourly	11.64	12.79	13.69	14.58	15.68
	Yearly	24,211.20	26,603.20	28,475.20	30,326.40	32,614.40
2010	Hourly	11.87	13.05	13.96	14.87	16.07
	Yearly	24,689.60	27,144.00	29,036.80	30,929.60	33,425.60

Dispatchers

<u>Year</u>	<u>Salary Type</u>	<u>Start</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>	<u>4yr</u>
2008	Hourly	11.41	12.54	13.42	14.29	14.87
	Yearly	23,732.80	26,083.20	27,913.60	29,723.20	30,929.60
2009	Hourly	11.64	12.79	13.69	14.58	15.17
	Yearly	24,211.20	26,603.20	28,475.20	30,326.40	31,553.60
2010	Hourly	11.87	13.05	13.96	14.87	15.47
	Yearly	24,689.60	27,144.00	29,036.80	30,927.60	32,177.60

Clerk II

<u>Year</u>	<u>Salary Type</u>	<u>Start</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
2008	Hourly	11.41	12.54	13.42	14.55
	Yearly	23,132.80	26,083.20	27,913.60	30,264.00
2009	Hourly	11.64	12.79	13.69	14.84
	Yearly	24,211.20	26,603.20	28,475.20	30,867.20
2010	Hourly	11.87	13.05	13.96	15.13
	Yearly	24,689.60	27,144.00	29,036.80	31,470.40

Clerk I

<u>Year</u>	<u>Salary Type</u>	<u>Start</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
2008	Hourly	9.79	10.81	11.42	12.44
	Yearly	20,363.20	22,484.80	23,753.60	25,875.20
2009	Hourly	9.99	11.03	11.65	12.69
	Yearly	20,779.20	22,942.40	24,232.00	26,395.20
2010	Hourly	10.19	11.25	11.89	12.94
	Yearly	21,195.20	23,400.51	24,731.20	26,915.20

MEMO OF UNDERSTANDING

Between

OTSEGO COUNTY BOARD OF COMMISSIONERS,  
THE OTSEGO COUNTY SHERIFF'S DEPARTMENT

AND

OTSEGO COUNTY SHERIFF DEPARTMENT EMPLOYEES (CORRECTIONS)

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN

RE: CORRECTION STAFF TWELVE (12) HOUR SHIFTS

It is hereby mutually agreed between the parties to continue the twelve (12) hour shift schedule which began on December 16, 2001 indefinitely. Either party (Otsego County/Otsego County Sheriff or POAM) may unilaterally end the terms of this agreement and return to the prior scheduling practice without further consequence, by advising the other party in writing forty-five (45) days prior to the reversion. Either party, for good cause, may re-visit the agreement at any time.

Employees covered by this Memo of Understanding would work and be scheduled as follows:

1. Corrections officers will select shift preference on the basis of seniority.
2. The schedule will consist of six (6) twelve hour shifts and one (1) eight (8) hour shift in a pay period. Any work over the scheduled shift or eighty (80) hours in a pay period would be paid as time and one-half (1-1/2).
3. Schedule will provide every other weekend off.
4. Employees scheduled to work on a designated holiday shall receive straight time holiday pay for the number of hours they are scheduled to work as well as overtime pay for all hours worked. Corrections officers not working on a designated holiday will receive eight (8) hours of holiday pay at the straight time rate. In the event a holiday occurs during an employee's scheduled vacation or during a period that they are utilizing personal time, the correction officer, at their option may utilize up to four (4) hours of vacation or comp time if they would have normally been scheduled for a twelve (12) hour shift on the holiday in order to achieve eighty (80) hours in that pay period.
5. Correction officers who call in sick would receive personal time that correlates to their scheduled shift for that day.



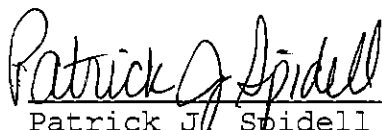
Effective January 1, 2008 through December 31, 2010

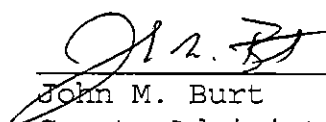
SIGNATURE COPY


6. Correction officers taking vacation or comp time would receive vacation or comp pay that correlates to their scheduled shift for that day.


FOR THE UNION

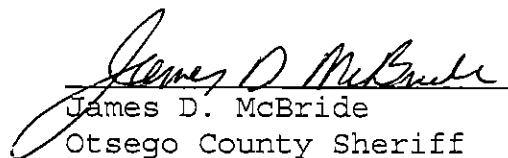
FOR THE EMPLOYER

 10/29/08  
Patrick J. Spidell date  
POAM Staff Representative

 11.3.08  
John M. Burt date  
County Administrator

 11/05/08  
Daniel Phillips date  
President

 11/5/08  
Paul Liss date  
Commissioner

 11/4/08  
James D. McBride date  
Otsego County Sheriff

MEMO OF UNDERSTANDING  
Between  
OTSEGO COUNTY  
AND  
CENTRAL DISPATCH EMPLOYEES  
AND  
POLICE OFFICERS ASSOCIATION OF MICHIGAN

It is mutually agreed, between the parties to implement a twelve (12) hour shift for the Otsego County Central Dispatch Staff. Employees covered by this would work and be scheduled as follows:

1. Dispatchers will select shift preference on the basis of seniority.
2. The schedule will consist of six (6) twelve hour shifts and one (1) eight (8) hour shift in a pay period. Any work over the scheduled shift or eighty (80) hours in a pay period would be paid as time and one half (1-1/2).
3. Schedule will provide every other weekend off.
4. Dispatchers scheduled to work on a designated holiday shall receive straight time holiday pay for the number of hours they are scheduled to work as well as overtime pay for all hours worked. For the purposes of this agreement, it is agreed that any contiguous hours of a shift, scheduled to begin on a designated holiday, will be paid at the overtime rate. All dispatchers working in excess of twelve hours, the initiation of which occurred on a designated holiday, will be paid at the double time rate. Dispatchers not working on a designated holiday will receive eight (8) hours of holiday pay at the straight time rate.
5. Dispatchers who call in sick would receive personal time that correlates to their scheduled shift for that day.
6. Dispatchers taking vacation or comp time would receive vacation or comp pay that correlates to their scheduled shift for that day.
7. Article 23 would apply to the dispatchers as it currently applies to the Correction Staff.
8. Union will seek any variance compliancy form that needs to be filed with any federal or state oversight board.

It is further agreed that the Employer and the Union will meet to review the desire to continue/modify and or end the twelve-hour shifts. While it is specifically the intent of all parties that this agreement extend, either party (Otsego County

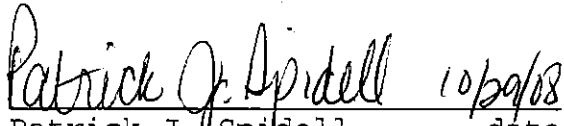
Effective January 1, 2008 through December 31, 2010

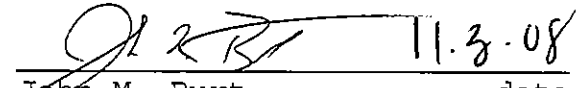
SIGNATURE COPY

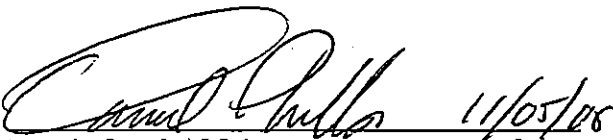
or POAM) may unilaterally end the terms of this agreement and return to the prior scheduling practice without further consequence, by advising the other party in writing forty-five (45) days prior to the reversion. Either party, for good cause, may re-visit the agreement at any time.

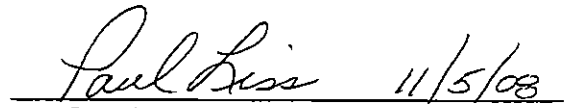
FOR THE UNION


FOR THE EMPLOYER

  
Patrick J. Spidell                      date  
POAM Staff Representative

  
John M. Burt                              date  
County Administrator

  
Daniel Phillips                              date  
President

  
Paul Liss                                      date  
Commissioner

  
Mike Thompson                              date  
911 Director