

**AGREEMENT**

Between

**ISABELLA COUNTY BOARD OF COMMISSIONERS**

And the

**SHERIFF OF ISABELLA COUNTY**

And

**POLICE OFFICERS ASSOCIATION OF MICHIGAN**  
**(Corrections Unit)**

Effective: January 1, 2021 through December 31, 2023

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## AGREEMENT

THIS AGREEMENT, entered into the 16<sup>th</sup> day of March, 2021, effective the first (1st) day of January, 2021, except as otherwise noted hereunder, by and between the ISABELLA COUNTY BOARD OF COMMISSIONERS and the ISABELLA COUNTY SHERIFF, together hereinafter referred to as the "Employer," and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM), together hereinafter referred to as the "Union."

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the County, the Sheriff, and employees in the bargaining unit covered by this Agreement.

The parties recognize that the interest of the community and the job security of the employees depend upon the County and the Sheriff's success in establishing a proper service to the community.

To these ends, the County, the Sheriff, and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### ARTICLE 1 RECOGNITION

1.1: Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the POAM as the exclusive agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all employees employed in the Isabella County Sheriff's Department in the following-described unit:

All full-time and regular part-time correctional officers and police clerks.

But excluding: All deputies, special deputies, the chief matron, jail administrator, cook, part-time deputies and employees, captain, undersheriff and all other supervisors and all other employees.

1.2: Other Agreements. In view of the recognition herein granted to the Union, the Employer hereby agrees not to enter into any Agreement with any other labor organization with respect to employees included in the collective bargaining unit described herein.

### ARTICLE 2 REPRESENTATION

2.1: Steward. The Employer agrees to recognize one (1) non-probationary Steward who shall be elected or selected by the Local Union from employees in the Collective Bargaining Unit. It shall be the function of the Steward to process grievances and to assist in the administration of this

Agreement as provided herein. An Alternate Steward may be selected who shall serve only in the absence of the Steward. If it becomes necessary for the Steward to leave his/her work in order to process a grievance, he shall first obtain permission from the Sheriff or his/her designee. The Union shall notify the Employer in writing of the names of its Steward and Alternate Steward before they shall be recognized.

2.2: Lost Time. The Employer agrees to compensate the Steward for any reasonable time lost from his/her regular work schedule at his/her straight time regular rate of pay, as the result of his/her duties.

2.3: Special Conferences. Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made.

2.4: Bulletin Board. The Employer shall provide bulletin board space for the posting of Union notices, provided, however, the Employer shall have the right to police the bulletin board for offensive materials.

### ARTICLE 3 UNION SECURITY AND CHECK-OFF

3.1: Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share in the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included in the collective bargaining unit without regard to whether or not the employee is a member of the Union.

### ARTICLE 4 SENIORITY

4.1: Seniority Definition. Seniority shall be defined as the length of the employee's full time continuous service with the Isabella County Sheriff's Office commencing from his/her last date of hire. Classification seniority shall mean the length of continuous service commencing from the date of the employee's service in his/her particular classification. The application of seniority shall be limited to the preferences specifically recited in this Agreement. An employee's "last date of hire" shall be the most recent date upon which he first commenced work. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames.

4.2: Seniority List. The Employer shall maintain a roster of employees, arranged according to seniority, showing name, rank, and seniority date. An up-to-date copy of the seniority list shall be furnished to the Local Union every six (6) months.



4.3: Seniority and Benefits Accumulation. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in one of the leave of absence Sections in this Agreement. Benefits such as insurance, vacation, and sick leave shall not accrue, continue, or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement. There shall be no duplication or pyramiding of leave benefits or types of absence.

4.4: Transfers to Non-Bargaining Unit Position. Any employee covered by this Agreement who is transferred from a classification covered by this Agreement to a supervisory or other position within the Sheriff's Office which is not included within this Agreement shall retain his/her seniority as of the date of such transfer. The Sheriff retains the right to determine all working conditions for employees outside the collective bargaining unit and the right to determine whether an employee transferred outside the bargaining unit shall be permitted to return to the bargaining unit, except an employee so transferred shall have the right, if he so elects, to return to the bargaining unit: (1) whenever his/her position is eliminated; (2) if he is laid off from his/her position; or (3) if he occupies the position of either Jail Administrator or Undersheriff, upon the election or appointment of a new Sheriff. Upon return to the collective bargaining unit, the employee shall be returned to the classification and seniority he held prior to his/her promotion or transfer and, seniority permitting, shall have the right to displace a less senior employee in the bargaining unit.

4.5: Loss of Seniority. An employee's seniority with the County in the Sheriff's Office and his/her employment relationship with the Employer shall terminate for the following reasons:

- A. He/she resigns or quits;
- B. He/she is discharged or terminated, and such are not reversed;
- C. He/she retires;
- D. He/she has been on layoff or sick leave of absence status for a period of time equal to his/her seniority at the time of his/her layoff or sick leave or eighteen (18) months, whichever is less;
- E. He/she is absent from work, including the failure to return at the expiration of a leave of absence, vacation, layoff, or disciplinary layoff, for three (3) consecutive working days unless otherwise excused;
- F. He/she is convicted of a felony or a second traffic offense involving OUIL, Impaired or Reckless Driving;
- G. He/she is declared mentally incompetent by a Probate Court of competent jurisdiction;
- H. If he/she makes an intentionally false statement on his/her employment application, on an application for leave of absence, or on any other official police remit:

- I. He/she fails to notify the Employer within three (3) consecutive working days that he/she will not be reporting for work, unless otherwise excused;
- J. County insurance carriers refuse to insure the employee's performance of his/her duties on behalf of the Sheriff for reason of an OUIL, Impaired or Reckless Driving Conviction.

ARTICLE 5  
SHIFT PREFERENCE

5.1: Employees who have completed their probationary period shall be permitted to select their shifts three or four times per calendar year by seniority as determined by the Employer. The shift periods shall be three or four months as determined by the Employer, starting approximately on or about January 1 and ending on or about December 31 of each year.

Employees will select their shift preference by days of weeks, and day or night shifts. Management retains the right to assign employees to a particular shift based on departmental needs.

5.2: The Employer retains the right to transfer an employee to a shift other than the employee's preference for vacancies. An employee may also be transferred to another shift if the Employer has cause. When an employee is transferred to another shift for the convenience of the Employer, the most senior employee(s) on the shift shall be offered the transfer first. If the senior employee(s) refuse the transfer the least senior shall then be transferred. Spouses employed as corrections officers shall not select the same shift.

5.3: Probationary employees shall work any shift to which they are assigned.

5.4: The Employer retains the right to select employees for any specialty assignments such as nurse, civil process, and transport.

ARTICLE 6  
PROMOTIONS

6.1: Purpose of Promotional Procedure. The purpose of this procedure is to establish a promotional system for full time, non-probationary employees. This procedure shall not apply to temporary vacancies anticipated to last ninety (90) calendar days or less or to vacancies due to an employee being on sick leave of absence, including a Workers' Compensation Leave.

6.2: Advancement Opportunities. Promotion means to advance from a given classification to a higher paid classification within the bargaining unit.

6.3: Corrections Testing for Police Clerk. Any member of the bargaining unit classified as a Police Clerk who obtains a ranking of first, second or third in open competitive testing for the position of Correction Officer shall be hired as a Correction Officer.

6.4: Any member of the bargaining unit classified as part-time who obtains a ranking of first, second, or third in open competitive testing for the position of full-time Correction Officer shall be considered for the position of a full-time Corrections Officer position should the Sheriff decide to fill that position.

6.5: Roster. For each classified position, a roster of selection will prevail. This means that the scores will be in consecutive order with the Sheriff promoting from among the top three (3) scores.

6.6: Written Examination. The content of any written examination will be scaled appropriately to the level of the position being considered. All written tests will be structured and administered to each given rank level. Written test will be designed at a general knowledge level or standards designed where rank and position warrant specialization. The Sheriff will determine where general or specialized standard testing is warranted. To qualify for placement on a promotional list, all applicants must achieve a score of at least 70% on the written exam. Those achieving 70% or better will then be scheduled for further assessment.

6.7: Posting of Examination Notices. Examination notices for all complete promotion examinations for the position of Sergeant shall be posted on the bulletin boards throughout the Office for a minimum of forty-five (45) days prior to the written examination date. Subjects to be covered in the written and oral examinations shall be posted thirty (30) days prior to the respective examination dates. Employees eligible to compete must submit a written letter of intent to participate to the Sheriff no later than fifteen (15) days prior to the respective examination dates.

6.8: Posting of Testing Scores. Scoring and posting of eligible participants shall be accomplished after the testing process is completed.

6.9: Examination Period. Promotional examinations may be given whenever a vacancy in Sergeant exists.

6.10: Examination Procedure. Any employee has the right to examine the results of his/her own examination. These documents are confidential and they cannot be removed from the files. The contents of promotional documents will be made known only to the Sheriff or his/her designated representatives and the employee and his/her designated representative.

6.11: Pay Rate on Promotion. Commencing the first (1st) full pay period following promotion, the promoted employee shall be paid at the same Step in the pay range for the new classification which he held in his/her former classification. He shall thereafter advance, on each subsequent anniversary date of his/her promotion, from Step to Step on the pay scale in accordance with his/her length of service in the new classification.

6.12: Outside Appointment. The Sheriff may fill a vacancy subject to this procedure from outside the bargaining unit if no employee has attained a passing score of seventy percent (70%) for the examination or the vacancy is unable to be filled because employees subject to this procedure have failed to take the examination or declined advancement. If an employee declines a promotional advancement, he shall not be eligible for any promotional advancement thereafter for a period of six (6) months.

6.13: Promotions outside Bargaining Unit. The Union recognizes that promotions outside the bargaining unit are within the exclusive discretion of the Sheriff and may not necessarily be based upon the above considerations. Whenever practicable, however, the Sheriff shall give notice to the Union that a position outside the bargaining unit is available and interested employees will be given an opportunity to discuss with the Sheriff their qualifications for the open position.

6.14: Corrections Sergeant. The position of Corrections Sergeant will be filled pursuant to the procedures set forth in Article XI of the Agreement except as modified below:

- A. The Sheriff will notify the Office that he/she desires to prepare an eligibility list for Corrections Sergeant by notifying the Office by means of a posting. Bargaining unit members having at least three (3) years of service as a Corrections Officer with the County will be allowed to file a letter of interest with the Sheriff, stating their qualifications for the position.
- B. An eligibility list will be created based upon examination scores. Examinations may be oral, written or a combination of both oral and written. Determination of the type of examination and the weight to be given, should both types be utilized, lies within the discretion of the Sheriff. Minimum passing score on the written exam shall be 70% in order to be scheduled for an assessment. If a tie exists following the examination and assessment, seniority as a corrections officer will break the tie. Scores will be posted from the highest to lowest in consecutive order. The Sheriff shall promote from the top three (3) persons remaining on the eligibility list for each position to be filled. Future eligibility lists shall expire one (1) year after establishment.
- C. Position on the eligibility list will determine seniority as a Corrections Sergeant for purposes of shift pick, vacation selection and any other issues determined by the parties.
- D. Corrections Sergeants shall be members of the correction officer bargaining unit and all provisions of the current collective bargaining agreement between the County and the corrections unit, to the extent not modified herein, shall be applicable to them.
- E. If either the Sheriff or the promoted member determines that the member shall not continue in the position of Corrections Sergeant, within six (6) months of the promotion, the member will be returned to the position of Corrections Officer and will suffer no loss of benefits or seniority.
- F. A Sergeant may elect to give up his/her position as Sergeant for a period of one (1) year after a promotion in which case he/she shall be allowed to move back to a Corrections Officer position at the seniority level he/she had at the time of the promotion.

ARTICLE 7  
DISCIPLINE

7.1: Just Cause. The Sheriff shall not discipline any non-probationary employee except for just cause.

7.2: Rules. The Employer reserves the right to establish reasonable rules and regulations governing the conduct of its employees.

7.3: Record. An employee who maintains an offense-free record for a period of twenty-four (24) Months shall have all prior minor offenses removed from his/her record for purposes of subsequent disciplinary action. The parties agreed during bargaining that under this Article everything relating to an employee's disciplinary record would remain in his/her personnel file but minor offenses would be "removed" in the sense of not boosting the level of the next penalty assessed if the employee had an offense-free record for a period of twenty-four (24) months.

7.4: Suspension Pending Investigation. The Sheriff or his/her designated representative may suspend an employee pending investigation for up to thirty (30) calendar days without pay. In matters that involve a criminal investigation, an employee may be suspended for up to ninety (90) Calendar days without pay. If the investigation discloses that the employee did not commit the alleged offense, he shall not suffer any loss of pay or benefits while on suspension. The time limits provided for in the Grievance Procedure set forth in this Agreement shall not begin to run, nor shall any grievance be processed or filed, until the employee receives notification of what disciplinary action, if any, will be imposed as a result of the suspension pending investigation.

ARTICLE 8  
LAYOFF AND RECALL

8.1: Notification of Layoff. The Employer agrees to give two (2) weeks' advance notification of layoff and, if possible, to state in the notification the anticipated duration of the layoff.

8.2: Layoffs. In the event that a reduction in the work force becomes necessary, the first employees to be reduced from the Bargaining Unit within each classification affected shall be in the order stated: irregular, temporary, part-time employees, and probationary employees. Thereafter, further reductions in the work force shall be on the basis of inverse seniority in the classifications affected, provided, however, that the senior employees retained have the necessary training, ability, and experience to perform the remaining available work.

8.3: Layoff Procedure. The first employee to be laid off in the corrections and police clerk classifications shall be:

- A. The employee with the least classification seniority in the classification affected, provided, however, that the remaining senior employees have the experience, necessary training, and ability to perform the required work. Where the affected employees have the same classification seniority, the employee with the least Departmental seniority shall be laid off first. Further layoffs from the affected classification shall be

accomplished by the inverse order of classification seniority, provided, however, that the remaining senior employees have the experience, necessary training, and ability to perform the required work.

- B. Upon being laid off from his/her classification, an employee who so requests shall, in lieu of layoff, be demoted to the next lower classification in the bargaining unit for which he has the necessary training, experience, and ability to perform the required work.
- C. Employees who are demoted in lieu of layoff shall initially be paid the same salary step in the range for the lower position to which he has been demoted.
- D. Employees who are laid off or who are demoted in lieu of layoff shall be recalled to their former classification in order of their classification seniority when the work force is to be increased, provided, however, that the employee has not lost his/her seniority.

8.4: Recall. In the event the work force is increased, recall to work shall be in the inverse order of layoff from work.

8.5: Notification of Recall. Notification of recall from layoff shall be sent to employees by certified mail, return receipt requested or may be hand-delivered. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances acceptable to the Sheriff, fail to respond within three (3) Working days of the time set for return to work shall be presumed to have resigned and their names shall be removed from seniority and preferred eligibility lists.

## ARTICLE 9 GRIEVANCE PROCEDURE

9.1: Grievance Definition. For purposes of this Agreement, a "grievance" shall mean a complaint filed by an employee or the Union concerning the application or interpretation of this Agreement as written. Grievances involving more than one (1) employee which allege a violation of the same provision or provisions of this Agreement and which seek the same remedy may be filed by the Union. All such grievances shall be designated as a "group grievance". The Union shall identify in writing, not later than Step 3 of this Procedure, the names of all individuals affected by a "group grievance" and consideration of the "group grievance" shall, thereafter, be limited to the individuals so named.

9.2: Grievance Procedure. All grievances shall be handled in the following manner:

- A. Step 1. Verbal Procedure. An employee with a grievance shall, either within seven (7) calendar days of the occurrence of the incident which gave rise to the grievance or within seven (7) calendar days following the date the employee first reasonably should have known of the events giving rise to the grievance, first discuss it with the Sheriff or his/her designee, with the object of resolving the matter informally. If requested, the

Steward may be present. The Sheriff or his/her designee shall give his/her answer within seven (7) calendar days.

- B. Step 2. Written Procedure. If the grievance is not satisfactorily resolved at Step 1, the grievance shall be reduced to writing, signed by the aggrieved employee, and, within seven (7) calendar days presented to the Sheriff or his/her designee who shall place his/her written disposition and explanation thereupon and return it to the Steward within seven (7) calendar days.
- C. Step 3. (1) If the grievance is not satisfactorily settled at Step 2, the Steward may appeal the Sheriff's decision by delivery to the County Administrator/Controller and the Sheriff, within seven (7) working days after receipt of the Sheriff's disposition, a written request for a meeting concerning the grievance. Within ten (10) working days after the grievance has been appealed, a meeting shall be held between the Representatives of the Employer and the Union. The Employer's representatives shall be the Sheriff and the County Administrator/Controller or their respective designees. The Union's representative shall be the Steward. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) working day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall place its written answer on the grievance and return it to the Steward within ten (10) working days following the meeting. (2) All Parties recognize and accept that decisions made by the Sheriff or his Designee regarding discipline or other internal operations such as but not limited to, promotions, job assignment, transfer and deputization, may not be altered or changed by the Board of Commissioners or County Administrator/Controller.

9.3: Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. Saturday, Sunday and Holidays shall be excluded from the grievance procedure time limits. If the time procedure is followed by the Union, the grievance shall be considered settled. If time procedure is not followed by the Employer, the grievance may be advanced to the next step by the Union. The time limits established herein may be extended by mutual agreement in writing.

9.4: Grievance Resolution. All grievances which are satisfactorily resolved at Steps 1 or 2 of the Grievance Procedure, if the grievance has economic implications, must be approved by the Board of Commissioners before they shall be final. Any Step 1 or 2 settlements submitted to the Board of Commissioners must be submitted, accepted or rejected within twenty-one (21) days of settlement or settlement becomes final. The time limits set forth in Step 1 or Step 2 of the Grievance Procedure shall be stayed during the period which such grievance resolutions are referred to the County Board of Commissioners. If the resolution of a grievance is disallowed by the County Board of Commissioners, the Union shall have ten (10) calendar days following receipt by the Steward of notice of the County Board of Commissioners' action to resubmit the grievance at the next higher step in the Grievance Procedure than the grievance held prior to such disallowance. If the grievance is not resubmitted in a timely fashion, it shall be deemed to have been withdrawn.

9.5: Grievance Settlements. With respect to the processing, disposition, or settlement of any grievance initiated under this Agreement and with respect to any court action claiming or alleging a violation of this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by and between the Employer and the Union, of any grievance or other matter shall constitute a full and complete settlement thereof and shall be final and binding upon the Union and its members, the employee, or employees involved, and the Employer. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedence for any future grievance.

9.6: Expedited Grievance. Should a non-probationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a written grievance shall, within seven (7) calendar days following the date such discipline is imposed, be filed at Step 3 of the Grievance Procedure. The Union may file the grievance on behalf of the employee so disciplined by delivering a copy of the grievance to the Sheriff or his/her designee. At the Step 3 meeting, the disciplined employee shall be present if desired by either party. All grievances relating to the discharge or the disciplinary suspension of a non-probationary employee must be presented within the time limits contained in this Section or they shall be considered abandoned and no appeal allowed.

9.7: 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 Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use 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. The above does not apply if there are two (2) separate issues arising from the same incident. Employees still must adhere to the contract grievance procedure time limits.

9.8: Veterans' Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status by the Steward of the Employer's answer in Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or his/her statutory remedy as his/her single means of challenging the Employer's determination. If the employee elects to pursue his/her statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject to any arbitration proceeding. Any veteran whose grievance claim is withdrawn by the Union prior to selection of an arbitrator shall have the right to reinstate his/her veteran's preference claim within five (5) work days after receipt of notice of the Union's determination to withdraw the grievance.



ARTICLE 10  
ARBITRATION

10.1: Notice of Arbitration. If the grievance is not satisfactorily resolved at Step 3 of the Grievance Procedure, the Union may request arbitration by notifying the Employer in writing within thirty (30) days after receipt of the Employer's answer in Step 3. If the Employer fails to answer the grievance within the time limits set forth in Step 3, the Union, if it desires to seek arbitration, must notify the County Administrator in writing no later than thirty (30) calendar days following the date the Employer's Step 3 answer was due. If arbitration is not so requested within these time limits, the matter shall be considered withdrawn by the Union.

10.2: Selection of Arbitrator. If, pursuant to the Grievance Procedure established in this Agreement, a timely request for arbitration is filed by the Union on a grievance, the parties shall promptly select by mutual agreement one (1) arbitrator who shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service (FMCS) by each party alternately striking a name. The remaining name shall serve as the arbitrator. If FMCS no longer provides lists of arbitrators to the parties, then the parties will use the Michigan Employment Relations Commission (MERC). The arbitrator's decision shall be final and binding on the Employer, the Union, and employees. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and other compensation of its own witnesses, representatives, and legal counsel.

10.3: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly. Further, the arbitrator shall not be empowered to rule upon or consider the propriety of oral or written warnings given to employees by the Employer. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the only concessions which the Employer has yielded. The award of the arbitrator shall be retroactive no earlier than the date when the grievance could have been timely filed under Section 5.1. Further, no claim for back wages under this Agreement shall exceed the amount of straight time earnings the employee would have otherwise earned by working for the Employer, less any and all compensation received, including unemployment compensation, the employee has received from any other sources.

ARTICLE 11  
RIGHTS OF THE EMPLOYER

11.1: Rights.

- A. Except as this Agreement otherwise specifically and expressly provides, the Employer retains the sole and exclusive right to manage and operate the County 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; determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and the number of facilities and departments to be operated and their locations; to adopt, modify, change, or alter its budget; to combine or reorganize any or all parts of its operations; to determine the number of supervisors; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance, and in all respects to carry out the lawful, ordinary, and customary functions of County Government, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. Disputes over any of the rights of management illustrated above shall be subject to the grievance procedure, excluding arbitration. All other rights vested exclusively in the Employer shall not be subject to arbitration.

- B. Except as this Agreement otherwise specifically and expressly provides, the Employer shall also have the right to promote, assign, transfer, suspend, discipline, discharge for just cause, lay off and recall personnel; to establish reasonable penalties for violations of such rules; to make judgments as to ability and skill; to determine workloads; to establish and change work schedules; to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedures established herein.
- C. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.
- D. The Sheriff or his/her designated representative has discretion to assign clerical duties to those Corrections Officers who, in his/her sole discretion, possess the appropriate skills and responsibilities to perform them.

## ARTICLE 12 PROBATIONARY PERIOD

12.1: Probationary Period. All new employees shall be considered probationary employees for a period of twelve (12) months, without regard to the number of hours worked within the twelve (12) Month period, after which time their seniority shall be as of their last date of hire. Service in a part-time position shall not count toward completion of an employee's probationary period. Until an employee has completed the probationary period, he may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures set forth in this Agreement. There shall be no seniority among probationary employees.

ARTICLE 13  
TEMPORARY EMPLOYMENT

13.1: Temporary Employees. The Employer reserves the right to hire temporary or irregular employees. Such employees shall not be subject to the terms of this Agreement.

ARTICLE 14  
OUTSIDE EMPLOYMENT

14.1: Outside Employment. No employee shall work at other employment which will be a conflict of interest or impair his/her performance as a law enforcement officer. Written permission from the Sheriff must be obtained before any employment or work is undertaken if such work or employment is to be on other than an irregular or occasional basis. Employees shall not wear the Sheriff's Office uniform unless they are working for or under the direction of the Employer. Violation of the provisions of this Section shall constitute just cause for dismissal and loss of all seniority rights and benefits provided by this Agreement.

ARTICLE 15  
MEDICAL FITNESS FOR DUTY

15.1: Physical Examinations. All employees may be required to submit to a fitness for duty exam based on reasonable cause based on job performance. The cost of the physical examination shall be borne by the Employer. The employee shall be allowed to see the results of the physical examination. This exam will include a blood and/or urine test of the member.

15.2: Mandatory Leave. Where an employee's physical or mental condition reasonably raises a question as to an employee's capability to adequately perform his/her job, the Sheriff may require the employee involved to take a sick leave of absence up to three (3) working days. If the employee's condition is such that a leave of absence of more than three (3) working days is deemed necessary by the Sheriff, the employee may be required to take a physical examination and, if cause is found, the employee may be placed on extended medical leave.

15.3: Medical Arbitration. Before an employee absent from his/her duties for twelve (12) consecutive workdays returns to work, he shall satisfy the Employer he is fit again to perform his/her duties. In the event of a dispute involving an employee's physical ability to perform his/her job on his/her return to work and the Employer is not satisfied with the determination of the treating physician, the employee may submit shall submit to examination by the Employer's workers compensation physician for final determination. The report shall be in writing to the Employer and the Union. The cost of this report shall be borne by the Employer.

ARTICLE 16  
UNION ACTIVITIES

16.1: Union Activities. There shall be no unauthorized Union activities during working hours. The passing around of petitions, paperwork, or other matters not authorized by the County or the Sheriff by individuals or groups during working hours or upon the County premises at any time is

strictly prohibited. No Union buttons or other designations shall be worn upon the uniform of the employees at any time, unless approved by the Sheriff.

ARTICLE 17  
WORK STOPPAGES

17.1: No Strike Pledge. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are essential to the public health, safety, and welfare. The Union therefore agrees that there shall be no interruption of these services, for any reason whatsoever, and neither it, nor its officers, representatives, members, or the employees it represents shall, directly or indirectly, call, sanction, counsel, or encourage any concerted failure by them to report for duty, absent themselves from their work. Stop work, sit-down, stay-in, strike, abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, picket the Employer's premises, or refuse to cross any picket line.

17.2: Violation of No Strike Pledge. Any employee who engages in any activity prohibited by Section 7.1 shall be subject to such disciplinary action by the Sheriff as is appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for striking in violation of Section 7.1. A strike is defined as the withholding of services by one or more of the bargaining unit, in whole or in part, which is designed to effect a change in wages or other terms and conditions of employment. Any appeal to the grievance procedure shall be limited to the question of whether the Employer or employee did, in fact, engage in an activity prohibited by Section 17.1.

ARTICLE 18  
TEMPORARY ASSIGNMENTS

18.1: Temporary Assignments. The Sheriff reserves the right to make, but shall not be obligated to do so, temporary transfers or assignments of employees from their regular job to another job, and will return the employee to his/her regular job as promptly as efficient operations will permit. If such temporary assignment exceeds forty-five (45) working days and the position to which the employee is transferred is at a higher rate of pay, the employee shall receive the higher rate for the remainder of the duration of the temporary assignment. Temporary assignments shall in no case exceed six (6) months in duration.

ARTICLE 19  
UNIFORMS AND EQUIPMENT

19.1: Uniforms and Equipment.

- A. The County shall provide such uniforms and equipment, including shoes, as the Sheriff and the County shall determine is necessary and as identified in Appendix B, subject to reasonable rules for the preservation, use, and care of such uniforms and equipment.
- B. The County shall assume the cost of the necessary cleaning such uniforms under such rules as the Sheriff may determine.

- C. The Employer shall repair or replace a corrections uniform shirt or pants without charges or debit if the employee's uniform is damaged while on duty as a result of restraint or altercation with an inmate. The Sheriff or his designee, must approve, prior to ordering, and the damage must exceed normal wear and tear.

19.2: Uniforms and Equipment. Employees shall have a purchase amount of \$200.00 annually. Amounts unused during the year may be carried over into subsequent years up to a maximum of \$400. Employees shall adhere to reasonable rules for the preservation, use and care of such uniforms and equipment. The County shall assume the cost of the necessary cleaning of such uniforms under such rules as the Sheriff may determine.

19.3: Ammunition Annual Allotment. All employees required to carry and qualify with a firearm shall receive an annual allotment of 500 rounds to qualify and an additional 250 rounds for practice purposes. Ammunition shall be made available on January 1 annually.

19.4: Police Clerk-Uniform. The County will provide police clerks two uniform shirts per contract year.

ARTICLE 20  
HOURS OF WORK AND OVERTIME

20.1: Workweek. The normal workweek shall consist of forty (40) hours and twenty-five (25) minutes per week.

20.2: Workday.

A. An employee's normal work day shall consist of either (8) consecutive hours (five days/40 hour) or ten (10) consecutive hours (4 days/10 hour) or twelve (12) consecutive hours (seven days/84 hours per pay period), plus five minutes before the start of a shift to be used for changing uniforms and preparation time, which shall be excluded from all overtime.

B. Work days of twelve (12) hours shall consist of twelve (12) hours for six (6) of the days in a two (2) week period and one (1) day consisting of an eight (8) hour day.

(1) In the event the Sheriff determines to implement or to discontinue implementation of 12 hour/84 hour schedules every 14 consecutive day payroll period, 30 days advance notice will be given.

C. A work day shall be defined as a twenty-four (24) hour period commencing with the start of an employee's regularly scheduled shift. For purposes of overtime premium pay, this definition shall not apply where:

(1) An employee's regular shift is changed at his/her request.

- (2) The employee's regular shift has variable starting times or is scheduled on a rotation basis, provided, however, at least eight (8) hours of off-duty time is scheduled between the end of shift and the start of another.

D. Determination of shift schedules and hours worked per day shall be the exclusive decision of the Sheriff.

20.3: Work Schedule. The work schedule shall be established by the Sheriff and posted thirty (30) Days in advance. The Sheriff reserves the right to change the work schedule and the starting and quitting times for any and all shifts when bona fide emergencies exist. Whenever the work schedule and starting and quitting times are so changed, the Steward and the affected employee(s) shall be notified in writing at least seventy-two (72) hours in advance.

20.4: Overtime.

- A. All employees shall be expected to work reasonable amounts of overtime upon request.
- B. Overtime other than of an emergency nature must have the prior approval of the Sheriff or his/her designated representative.
- C. Insofar as practicable, scheduled overtime opportunities will be rotated as equitably as possible among all employees who are qualified to perform the overtime work.
- D. A call-in shall be initiated when an employee calls off work which results in less than four (4) employees being scheduled, in an attempt to fill the vacant shift.
  - (1) The Call-In Policy shall utilize the Overtime Call-In Form to determine the order that employees are offered or mandated overtime.
  - (2) In the event that an employee(s) does not volunteer to work an overtime shift pursuant to the Call-In Policy, an employee shall be mandated to work the overtime, starting with the employee who has the least amount of recorded overtime worked, according to the Overtime Call-In Form.
  - (3) In the event that the shift cannot be filled, two (2) employees currently working, starting with the employee with the least amount of recorded overtime worked according to the Overtime Call-In Form shall be mandated to work either the first four (4) hours of the shift (stay late) or the last four (4) hours of the shift (come in early).
    - (a) Such employee shall not work more than sixteen (16) hours total unless there is an emergency situation.
  - (4) Unless an emergency situation (such as a fire, disaster, or evacuation) arises, an employee shall not be mandated to work if he/she is on any type of approved leave (vacation, comp, sick, personal, etc.).

- (a) This protection shall include the pass days adjacent to before and/or after a leave day.

20.5: Premium Pay (Double Time). An employee's second leave day (second consecutive scheduled day off) shall be considered an employee's "Sunday." An employee who works overtime, either voluntary or mandated, on their second leave day shall be entitled to twice his/her normal rate of pay for all hours worked. If the overtime shift begins during the employee's second consecutive leave day, but extends past midnight, the employee will be paid at the Double Time rate for the entire overtime shift.

ARTICLE 21  
PERMANENT TRANSFERS

21.1: Permanent Transfers.

- A. An employee may be permanently transferred within the bargaining unit by the Sheriff from one classification to another if the employee consents to the transfer or if it is reasonably necessary for the needs of the Sheriff's Office or for medical or safety reasons and does not violate Article XI (Promotions).
- B. If the permanent transfer is to a higher-rated classification than the one which the employee held immediately prior to the transfer, the transferred employee will be placed on trial status for a period of six (6) calendar months following the transfer. Probationary employees permanently transferred to a higher-rated classification will be required to successfully complete the remaining portion of their probationary period, in addition to being on trial status in the transferred classification for a period of six (6) months following the transfer. During such trial period, a non-probationary employee will continue to accumulate seniority in his/her former classification. After successful completion of the trial period, the employee's seniority in the transferred classification shall relate back to the date he first commenced work in that classification. At any time within the trial period, the Employer may return the employee to his/her former classification and all secondary transfers shall be returned to their former classifications. Commencing the first (1st) full pay period following a permanent transfer to a higher-rated classification within the bargaining unit, the transferred employee shall initially be paid at the earliest step in the classification to which he is transferred which will give him a pay increase; thereafter, he shall advance on the pay scale in accordance with his/her length of service in the new classification.

ARTICLE 22  
COMPENSATION

22.1: Wage Rates and Classifications. The following wage rates will be placed into effect for each of the classifications listed below at the dates indicated:

**ISABELLA COUNTY  
POAM CORRECTIONS EMPLOYEE WAGE SCALE**

January 1, 2020- December 31, 2020      2.5% Increase 1/1/20

RANGE	Pay Grade	STEP					
		Start	1 Year	2 Years	3 Years	4 Years	5 Years
	Corrections Officer (FT)	19.64	20.76	21.88	23.00	24.11	25.23
	Annual	40,845.73	43,173.90	45,502.09	47,830.26	50,158.45	52,486.62
	Corrections Officer (PT)	11.71	12.07	12.43	12.78	13.14	13.50
	Annual	24,364.28	25,105.92	25,847.56	26,589.20	27,330.84	28,072.47
	Police Clerk	17.47	18.15	18.84	19.52	20.21	20.90
	Annual	36,332.31	37,758.71	39,185.11	40,611.51	42,037.92	43,464.32
	Corrections Sergeant	26.78	27.16	27.54	27.92	28.30	28.67
	Annual	55,710.57	56,496.35	57,282.13	58,067.90	58,853.68	59,639.45

**ISABELLA COUNTY  
POAM CORRECTIONS EMPLOYEE WAGE SCALE**

March 16, 2021- December 31, 2021      2% Increase 3/16/2021

RANGE	Pay Grade	STEP					
		Start	1 Year	2 Years	3 Years	4 Years	5 Years
	Corrections Officer (FT)	20.03	21.17	22.31	23.46	24.60	25.74
	Annual	41,662.63	44,037.38	46,412.13	48,786.87	51,161.62	53,536.35
	Corrections Officer (PT)	11.95	12.31	12.68	13.04	13.40	13.77
	Annual	24,851.57	25,608.04	26,364.51	27,120.98	27,877.45	28,633.92
	Police Clerk	17.82	18.52	19.22	19.92	20.61	21.31
	Annual	37,058.96	38,513.89	39,968.82	41,423.75	42,878.67	44,333.60
	Corrections Sergeant	27.32	27.70	28.09	28.48	28.86	29.25
	Annual	56,824.79	57,626.28	58,427.77	59,229.26	60,030.75	60,832.24



ISABELLA COUNTY  
POAM CORRECTIONS EMPLOYEE WAGE SCALE

January 1, 2022 - December 31, 2022      2.5% Increase 1/1/2022

RANGE	Pay Grade	STEP					
		Start	1 Year	2 Years	3 Years	4 Years	5 Years
	Corrections Officer (FT)	20.53	21.70	22.87	24.04	25.21	26.38
	Annual	42,704.20	45,138.31	47,572.43	50,006.54	52,440.66	54,874.76
	Corrections Officer (PT)	12.25	12.62	12.99	13.36	13.74	14.11
	Annual	25,472.86	26,248.24	27,023.62	27,799.01	28,574.39	29,349.77
	Police Clerk	18.26	18.98	19.70	20.41	21.13	21.85
	Annual	37,985.43	39,476.74	40,968.04	42,459.34	43,950.64	45,441.94
	Corrections Sergeant	28.00	28.40	28.79	29.19	29.58	29.98
	Annual	58,245.41	59,066.93	59,888.46	60,709.99	61,531.52	62,353.05

Corrections Sergeant Pay shall be 10% greater than a Corrections Officer at top step. Hourly rate is determined by dividing the annual salary by 2080 hours.

Wage rates for 2023 shall be subject to a wage issue re-opener.

22.2: Shift Differential. Employees scheduled to work an afternoon shift will be paid a shift premium of twenty (20¢) cents per hour and employees scheduled to work the midnight shift will be paid a shift premium of twenty-five (25¢) cents per hour. Employees who work hours which overlap the afternoon and midnight shifts shall be paid the shift premium for which the major portion of hours are worked. Similarly, employees who work hours which overlap the midnight and day shift or day shift and afternoon shift shall be paid the midnight or afternoon shift premium, as applicable, where the major portion of hours worked are either on the midnight shift or the afternoon shift. Employees scheduled to work 12-hour shifts and are scheduled to work the night shift will be paid a shift premium of twenty-five (25¢) cents per hour on this shift as shift differential, commencing April 15, 2008. There shall be no additional shift premium for police clerks who serve as LEIN TAC.

22.3: When the Sheriff determines that an individual is to be temporarily assigned as the officer in charge of a shift, said individual shall receive \$1.00 per hour above their normal rate for each hour assigned starting April 15, 2008. The Sheriff, prior to making the assignment, will, when practical, seek input from the Sergeant and Jail Administrator. However, the determination will be solely with the Sheriff.

22.4: The Sheriff reserves the right to determine when a long-term Officer in Charge (OIC) will be assigned. In the event that the OIC is designated as a long-term OIC by the Sheriff or his

Designee, said OIC shall be paid a rate of entry level sergeant. All other times the OIC will be paid the rate specified in the applicable contract language.

22.5: Premium Pay.

- A. Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours worked in excess of eighty (80) hours during any two (2) week pay period.
  - (1) In the event the Sheriff determines that he is financially able to schedule 84 hours during a 14 day payroll period, the additional four hours per payroll period will be paid at straight time and not at an overtime rate.
  
- B. Time and one-half (1-1/2) the employee's straight time regular pay shall be paid for all hours worked in excess of eight (8) hours if it's the eight (8) hour day that you are scheduled to work during your four (4) day work week. Time and one-half (1-1/2) the employee's straight time regular pay shall be paid for all hours worked in excess of twelve (12) hours in any one (1) twelve hour work day.
  - (1) In the event the Sheriff determines that he is financially able to schedule 84 hours during a 14 day payroll period, the additional four hours per payroll period will be paid at straight time and not at an overtime rate.
  
- C. To be eligible for premium pay under subsection (B) of this Section, an employee must have worked all of his/her scheduled hours in the normal workweek unless excused for one of the following reasons:
  - 1. Illness or injury supported by a physician's statement, if required by the Employer.
  - 2. Death in the employee's immediate family.
  - 3. Permission granted by the Employer.
  - 4. Holiday recognized under this Agreement occurring during the workweek.
  
- D. An employee's straight time regular hourly rate of pay shall be determined by dividing his/her annual salary by 2,080 hours.
  
- E. There shall be no pyramiding or duplication of premium, stand-by, or call-back pay.
  
- F. Premium Pay. Starting January 1, 2018, work performed on an employee's second scheduled leave day, whether voluntary or mandated, shall be paid at double time the straight time rate of pay for all hours worked.

22.6: Compensatory Time.

- A. An employee who is assigned to work overtime may, in lieu of payment, request compensatory time at the rate of one and one-half (1-1/2) times total hours worked in lieu of overtime pay. The request may be denied by the Sheriff or his/her designee.
- B. All overtime must have prior approval, by the immediate supervisor, unless otherwise excused by the Sheriff or his/her designee.
- C. At NO time will an employee be allowed to accumulate more than forty (40) total hours of compensatory time. Any time over forty (40) hours shall be paid.
- D. All overtime must be documented on the officer's daily and/or time sheets with the reason for the overtime if compensatory time is to be accumulated.
- E. An accounting of compensatory time will be maintained on the payroll record.
- F. Compensatory time can only be used when it does not create an overtime situation that causes another to be compensated at the rate of time and one-half (1-1/2) unless otherwise excused by the Sheriff or his/her designee.
- G. Compensatory time may be used in any increment of one (1) hour to twelve (12) hours per day.
- H. All compensatory time used must have prior approval (eight (8) hours before the beginning of the shift to be worked) unless the shift is covered. This prior approval must be authorized by the employee's supervisor.
- I. All compensatory time accrued must be used as compensatory time unless otherwise approved by the Sheriff or his/her designee.

22.7: Call-Back Pay. Employees called back to work for emergency work after completing their regular shift shall receive a minimum of two (2) hours' pay or work at time and one-half (1- 1/2) their straight time regular rate of pay. This Section shall not apply to employees who are called in to begin work prior to the start of their regular shift and who work continuously into their shift. The provisions of this Section shall not apply to court-related time. Notwithstanding the provisions of Section 12.4, an off-duty employee who is required to remain on standby on any day to attend Court as a witness in a case which is adjourned or otherwise disposed of without the necessity of the employee appearing for Court shall receive one (1) hour pay at time and one-half (1-1/2) his/her straight time rate of pay. No standby pay shall be required if the employee is notified at any time on the day or evening prior to his/her scheduled appearance that his/her presence shall not be required. An employee who appears for Court as a witness shall receive two (2) hours pay at time and one-half (1-1/2) for having reported as a witness.

22.8: Bonds. Whenever a bond is required of an employee in the bargaining unit for the performance of his/her duties, the bond premium shall be paid by the County.

22.9: Correction Training Officer Pay. Correction Training Officers (CTOs) shall be compensated with compensatory time at the rate of eight (8) hours for each forty (40) hours of training time, commencing April 15, 2008.

22.10: Severe Inclement Weather. In the event the County Administrator Controller closes County facilities due to severe inclement weather, the Employer agrees to compensate those members of the Unit that are required by the Sheriff, or his designee, to report for duty, 1.5 times their regular rate of pay for the hours worked. The Sheriff, or his designee, has the sole authority to determine who in the Unit is required to report. Those not required to report for duty but scheduled to work, will receive their regular straight time pay.

ARTICLE 23  
HOLIDAYS

23.1: Holiday Pay.

- A. All full-time employees occupying a job classification covered by this Agreement who have completed sixty (60) calendar days of employment with the Sheriff's Office shall begin to accumulate holiday hours at the rate of 3.6923 hours per pay period to be increased to 4.0438 hours effective 6/1/22.
- B. The holiday hours accumulate in lieu of holiday pay for employees of the Sheriff's Office. The accumulated hours are to be added bi-weekly to an employee's accumulated vacation hours.

23.2: Worked Holidays.

- A. Full-time members of the bargaining unit who are regularly scheduled to work on the day that the holiday falls on shall be given the option of working that day for 1.5 times their regular rate of pay. If an employee chooses not to work on this day they must take vacation time in lieu of work. The following days are recognized as holidays:

New Year's Day	Independence Day
Presidents' Day	Labor Day
Good Friday (1/2 day)*	Veteran's Day
Memorial Day	Thanksgiving Day
Martin Luther King Jr's Birthday	December 24
Juneteenth (effective 6/2022)	Christmas Day

\* Half days shall be equal to one-half of the number of regularly scheduled hours an employee works.

- B. Part-time members of the bargaining unit who are regularly scheduled to work on the day that the holiday falls on shall be paid 1.5 times their regular rate of pay for all hours

worked. The following days will be recognized as days on which part-time members who work will receive this premium pay:

New Year's Day	Independence Day
Presidents' Day	Labor Day
Good Friday (1/2 day)*	Veteran's Day
Memorial Day	Thanksgiving Day
Martin Luther King Jr's Birthday	December 24
Juneteenth (effective 6/2022)	Christmas Day

23.3: In the event that all scheduled employees choose not to work on the designated holiday, the scheduled employee on that shift with the least seniority will be required to work.

#### ARTICLE 24 VACATIONS

24.1: Vacations. A permanent full-time employee shall be entitled to vacation leave with pay for each 80 hours of paid service. Paid service in excess of 80 hours in a biweekly work period shall not be counted.

24.2: New Hires. Vacation leave shall not be credited for use until the full-time employee has completed 1040 hours of paid service in the initial appointment. Paid service in excess of 80 hours in a biweekly work period shall not be counted.

24.3: Crediting. Vacation leave shall be credited at the end of the biweekly work period in which 80 hours of paid service is completed. When paid service does not total 80 hours in a biweekly work period, the balance shall carry forward to subsequent biweekly work periods.

Vacation leave shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned. Vacation leave shall not be credited or used in anticipation of future leave credits. In the absence of applicable leave credits, payroll deductions for the time lost shall be made for the work period which the absence occurred.

A. The increase in the rate of accrual will commence on the first full pay period after the applicable anniversary date.

24.4: Accumulation. The maximum accumulation of vacation leave is 270 hours. No accumulation of vacation leave shall be authorized or credited in excess of 270 hours. Any time earned over 270 hours must be dissipated during the pay period received or the time will be forfeited.

It is the employee's responsibility to plan his/her vacation to avoid a forfeiture situation. Requests for special leave for the purpose of reducing accumulated vacation leave to avoid forfeiture will require prior approval.

Vacation leave may be used only with the prior approval of the employee's immediate supervisor. An employee must accumulate sufficient vacation leave credits to cover his/her planned vacation period. Supervisors shall not approve use of vacation leave when an employee has insufficient vacation leave hours to his/her or her credit.

<u>YEARS OF SERVICE</u>		<u>VACATION LEAVE</u>		
0-2	years ( 0 - 4,159 hours)	=	3.0769 hrs / 80	hrs of service
2-5	years ( 4,160 - 10,399 hours)	=	4.6153 hrs / 80	hrs of service
5-8	years ( 10,400 - 16,639 hours)	=	4.9230 hrs / 80	hrs of service
8-10	years ( 16,640 - 20,799 hours)	=	5.5384 hrs / 80	hrs of service
10 +	years ( 20,800 - ? hours)	=	6.1538 hrs / 80	hrs of service

24.5: Employees who have accrued 234 hours of vacation time may choose to sell back up to one-half of that outstanding balance to the Employer at their straight-time rate of pay on the day of the request. The employee must give 20 days advance notice of the request and may make such a request no more than twice per calendar year. For example, if the employee has 250 hours of accrued vacation time when the request is submitted, the employee will receive compensation equivalent up to 125 hours times their rate of pay on the day of the request and their bank would then be reduced to 125 hours of vacation time. If that same employee were to make a request for 25% of their outstanding balance, the person would receive compensation equivalent to 62.5 hours at their rate of pay on the day of the request. The employee's vacation bank would then be reduced to 187.5 hours.

After the payoff of accrued vacation as noted above, this section shall be strictly enforced.

24.6: Vacation Selection. Vacation requests must be submitted in writing by the employee thirty (30) days in advance of the period requested. Any other request may be granted at the Sheriff or Undersheriff S discretion. Vacations shall be determined as follows:

1. First by class level. If employees are of the same class level, seniority in class level will be used.
2. If both class level and seniority in class level are equal, seniority in length of service in lower classes (considered successively when necessary) shall be used.
3. In the event of a tie between employees having identical class levels, seniority in class levels, and seniority in length of service, priority shall be determined by the supervisor in a manner of his/her own choosing.

\*Any changes in vacations, such as changes in number of vacation days, or starting a vacation a day later because of court appearances and/or for emergency reasons, shall be determined by the Sheriff.

ARTICLE 25  
PERSONAL LEAVE

25.1: Personal Days.

- A. Full time non-probationary employees covered by this Agreement shall be allowed a maximum of twenty-four (24) hours for those working eight (8) hour shifts, thirty (30) hours for those working ten (10) hour shifts and thirty-six (36) for those working twelve (12) hour shifts leave of absence with pay each calendar year.
- (1) The parties have agreed to continue their present practice of crediting personal days to current employees on January 1st of each year.
  - (2) Upon completion of one year probation, an employee shall receive a pro-rated amount of personal days for the remainder of the calendar year based upon the number of personal days available annually to non-probationary employees. For example, an employee who completes his/her one year probationary employment as of June 30 shall receive a proration of 1/2 of the personal leave to which he would have otherwise been entitled for the remainder of the calendar year. Such days must be used during the twelve (12) Months period immediately following an employee's anniversary date of hire.
- B. There shall be no accumulation or carryover of such leave days from one calendar year to another. Effective January 1, 2013, if personal days are not used by December 31st of each year, employees shall be paid for the same at their straight time hourly rate.
- C. Requests for a personal day leave of absence must be made to the Sheriff or his/her designee twenty-four (24) hours in advance of the date requested, provided, however, that the Sheriff in his discretion may, if possible, shorten the notification period if necessary arrangements can be made in the Sheriff's Office.
- (1) The number of leave days to be taken at any one time shall be determined by the Sheriff in his/her sole discretion.
  - (2) A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed due to the existence of emergency conditions within the Sheriff's Office or the County.
- D. Written verification of the number of personal leave days taken and the date or dates involved must be submitted to the Sheriff by all employees within the pay period following the employee's return from such leave. Failure to submit such verification may result in a loss of pay equivalent to the amount of personal leave time taken by the employee.

ARTICLE 26  
LEAVE OF ABSENCE

26.1: Procedure for Requesting Leaves. Requests for a leave of absence must be submitted in writing by the employee to his/her immediate supervisor at least thirty (30) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of a leave of absence shall be furnished to the employee in writing by the Employer. Any request for an extension of a leave of absence must be submitted in writing to the Employer at least ten (10) days in advance, if possible, of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the employee by the Employer.

26.2: Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent shown when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. All leaves of absence shall be without any additional accrual of seniority unless specifically provided to the contrary by the provisions of the Leave Section involved.

26.3: Early Returns from Leave. There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence granted under this Agreement, unless the employee gives written notice to the Employer of his/her desire to return to work prior to the expiration of his/her leave. If such notice is given, the employee will be assigned to work no later than one (1) week following receipt by the Employer of such notice, seniority permitting.

26.4: Maternity Leave. Leaves of absence for pregnancy shall be treated the same as any other sick leave.

26.5: Funeral Leave. Upon approval of the Sheriff or his/her designee, a full time employee will be granted a leave of absence with pay for a period not to exceed three (3) normally scheduled working days to attend the funeral or attend to personal family matters when death occurs in the employee's "immediate family", provided he attends the funeral. "Immediate family" shall be defined as the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters, mother-in-law, father-in-law, and any other persons for whom financial or physical care is the employee's principal responsibility. Full time employees shall be entitled to one (1) funeral leave day with pay for the death of the employee's brother-in-law or sister-in-law. Employees shall receive up to two (2) additional days' travel time with pay if the funeral is out of state, subject to the approval of the Sheriff or his/her designee.

26.6: In-Service Training Leave. The Employer recognizes the advantages of training for the employees of the Sheriff's Office. Employees who are assigned for schooling and training by the Sheriff shall be paid at the applicable rate pursuant to Article XII. The County Board of Commissioners and the Sheriff shall determine in their discretion the number of employees to be granted in-service training leave. As a general rule, no more than one (1) employee will be permitted such training leave at any time and the timing of such will be the sole prerogative of the



Sheriff. An itemized statement of the expenses shall be furnished by the employee before any reimbursement of the costs and expenses of such training leave will be allowed by the County Board of Commissioners.

For employees working 12-hour shifts, all travel for training programs of one day's duration or less will be included in the employee's normal 12-hour work day. If the training program ends before the employee's 12-hour shift ends, the employee may work the balance of his/her shift or may use available comp time or personal time to cover. For week-long training programs and schools, the employee's work schedule for that week will be changed to five (5) 8-hour days. Travel time to and from the location of the training will be paid at the employee's regular hourly rate.

26.7: Extended Educational Leave. In the discretion of the Sheriff, an unpaid extended educational leave of up to six (6) months may be granted to full time, non-probationary employees for the purpose of taking accredited courses directly related to law enforcement. No more than one (1) employee will be permitted such leave at any time. During the leave provided by this Section, an employee may elect to pay at his/her own cost the required premiums for the hospitalization and other insurance coverages set forth in this Agreement. An employee's seniority shall be retained during such leave of absence, but he shall not accrue any additional seniority. An employee granted an extended educational leave may, if the Sheriff in his/her discretion so elects, be employed on a part-time basis as a Special Deputy on the same terms and conditions of any other Special Deputy.

26.8: Union Leave. If an employee is selected to attend the annual State POAM convention, a leave of absence without pay, unless earned vacation time is used, for not more than one (1) employee will be granted. Such leave shall be limited to a maximum of four (4) regularly scheduled working days or the duration of the convention, whichever is shorter. One (1) employee covered by this Agreement shall be granted a one (1) day leave of absence without pay, unless earned vacation time is used, to attend any POAM labor conference. Leave may be denied if the absence of the employee would unreasonably interfere with the services required to be performed due to the existence of emergency conditions within the Sheriff's Office or County. Requests for such leave shall be given to the Sheriff in writing ten (10) days in advance of the time such leave is to commence.

26.9: Paid Sick Leave. Employees shall earn and be granted sick leave with pay under the following conditions and qualifications:

- A. Upon completion of six (6) months' employment, each full time employee shall be credited with six (6) days of sick leave and will thereafter accumulate additional sick leave at the rate of one (1) working day for each full month of employment, exclusive of leaves of absence unless otherwise specifically provided to the contrary. Unused paid sick leave credits may accumulate up to a total of one thousand four hundred forty (1,440) hours.
- B. Each employee shall earn sick leave at the rate of 3.6923 hours per pay period while scheduled on eight (8) hour shifts and 5.5384 hours per pay period while scheduled on

twelve (12) hour shifts. When sick leave is used it shall be deducted from an employee's accrued sick time bank on an hour-for-hour basis.

- C. Paid sick leave will continue to accrue during an allowed sick leave of absence or extended medical leave.
- D. An employee may utilize sick leave allowance when he/she reasonably believes that he is incapacitated for the safe performance of his/her duty due to illness or injury. An employee who uses sick leave for other than illness or injury may be denied the use of sick leave for the day and may also be subject to discipline.
- E. The Sheriff may require as a condition of any sick leave a medical certificate setting forth reasons for the sick leave when there is reason to believe that the health or safety of personnel may be affected or that an employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including dismissal.
- F. Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to wages. Subject to subsection (J) below, employees whose employment status is severed forfeit all accrued sick leave benefits.
- G. An employee may utilize sick leave allowance for purposes of caring for the illness of a member of the employee's immediate family.
- H. In case of work-incapacitating injury or illness for which an employee is eligible for work disability payments under the Workers' Compensation Law of the State of Michigan, accrued sick leave may be utilized to maintain the difference between the compensation payment and the employee's net regular salary or wage. If accrued sick leave is utilized for this purpose, the provisions of subsection (F) shall not apply. Upon exhaustion of his/her sick leave bank, the employee shall draw only those benefits as are allowable under the Workers' Compensation Law of the State of Michigan, if any.
- I. After an employee has exhausted his/her paid sick leave benefits, then such leave, including an extended medical leave, shall be without accumulation of any fringe benefit predicated on length of service with the County or the Sheriff's Office.
- J. Sick leave benefits may be taken in units of less than one-half (1/2) day.
- K. Upon an employee's death or retirement after completion of ten (10) years consecutive service with the County, an employee shall receive a lump sum payment representing fifty percent (50%) of such employee's accumulated and unused sick leave. The maximum payment under this subsection shall be limited to seven hundred and twenty (720) hours of pay. Buy back of sick time shall be at the employee's current rate of pay.
- L. Employees who use no sick leave during the calendar year will be credited with sixteen (16) additional vacation hours while scheduled on eight (8) hour shifts, twenty (20)

additional vacation hours while scheduled on ten (10) hour shifts, and twenty-four (24) additional vacation hours while scheduled on twelve (12) hour shifts. Additional vacation hours will be credited on January 1st of the following year and said bonus hours shall be taken within that calendar year.

26.10: Extended Medical Leave. Extended medical leave shall be granted automatically upon application from the employee for illness or injury, subject to the Employer's right to require medical proof of disability. Such medical leave shall be without pay if an employee has exhausted his/her accumulated paid sick leave benefits. An employee may be on extended medical leave for a period of not more than eighteen (18) months or the length of his/her seniority, whichever is less, and seniority shall not continue beyond that time.

26.11: Meal Allowance: Employees of the Sheriff's Office are eligible for meal reimbursement in the following situations:

- A. When an employee is required to transport a prisoner in excess of 140 miles.
- B. When an employee is required to transport a prisoner less than 140 miles but the transport lasts an extended period of time which would necessitate the employee to miss a normal mealtime.
  - (1) The Sheriff will determine if the length of time spent on the transport will be eligible for the meal reimbursement.
- C. Training or other commitments that require the employee to be outside of the county for a period of time that would necessitate the employee to miss a normal mealtime.
- D. The parties shall agree to utilize the US General Services Administration Meal Rates Schedule for both Transport and Training.

ARTICLE 27  
INSURANCE

27.1: Health Insurance:

- A. Full-time bargaining unit members and their dependents shall participate in the same Health Plan under the same terms and conditions as uniformly provided to non-union employees, including the same deductibles, co-pays and coverages which may change from time to time. Upon expiration of this contract, either party may demand to negotiate a different healthcare insurance benefit.
  - 1) In situations where a bargaining unit member's spouse is a full-time employee of Isabella County within this bargaining unit, said employees shall decide which employee receives "primary" coverage and which employee receives "dependent" coverage.

- 2) In situations where a bargaining unit member's spouse is a full-time employee of Isabella County outside of this bargaining unit, the bargaining unit member and his/her spouse shall decide who shall be assigned coverage as a "dependent." If they do make a decision within the required time, then the bargaining unit member shall be assigned coverage as a "dependent."
  - 3) A bargaining unit member who receives either "primary" or "dependent" coverage from Isabella County shall not be eligible for any payment in lieu of coverage.
- B. In addition to any other costs for which the employee may be responsible as herein provided, all employees who elect, enroll and participate in coverage under this Agreement shall pay the difference between the Employer's maximum contribution under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act 152 of the Michigan Public Acts of 2011 as annually determined by resolution of the Board of Commissioners and the illustrated premium cost of the plan selected. Employee contributions shall be with-held through automatic payroll with-holding. The employees in this Unit will pay the same rates and premium contributions as all other employees of the County consistent with Section 21.1A above.
- C. The terms, conditions, exclusions and limitations specified in the Employer's Policy with its insurance carrier shall govern all conditions of eligibility for and payment for benefits.
- D. To qualify for the medical benefits as above described, each employee must individually enroll and make proper application for such benefits at the Employer's designated Human Resources Office within thirty (30) calendar days of the commencement of his/her regular employment with the Employer. An employee who fails to complete, sign and return the required application forms is specifically and expressly excluded from such benefits plan until such time as he enrolls and makes proper application during an open enrollment period, unless the employee presents verifiable proof of having lost alternate coverage through another source. Subject to carrier approval, employees who have lost medical coverage through another source shall be permitted to immediately enroll in the Employer's medical plan.
- E. Except as otherwise expressly provided for in this Agreement, when on an authorized unpaid leave of absence the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Employer's designated Human Resources Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, an employee's group medical benefits shall automatically terminate on the last day of the current month after the effective date of the unpaid leave of absence.
- F. Except as otherwise provided under COBRA or this Agreement, an employee's group medical benefits coverage shall terminate on the last day of the month in which the

employee goes on leave of absence, terminates, retires, the group medical benefits plan terminates, or the employee is laid off. Upon return from a leave of absence or layoff, an employee's group medical benefits coverage shall be reinstated commencing with the first day of the month following the employee's return.

G. An employee who is on layoff or leave of absence or who terminates may elect under COBRA to continue at his own expense the coverage herein provided.

H. To be eligible for health insurance coverage as provided above, an employee must document all coverage available to him under his spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense.

27.2: Term Life Insurance. The Employer will pay the required premiums for a term life insurance policy in the amount of twenty-five thousand dollars (\$25,000.00) and fifty thousand dollars (\$50,000.00) Accidental Death and Dismemberment for each insurable, full time employee occupying a job classification covered by this Agreement who has completed sixty (60) days of employment with the Sheriff's Office.

27.3: False Arrest Insurance. The Employer shall continue in effect its present program of false arrest insurance on the same terms and conditions that existed prior to the execution of this Agreement.

27.4: Provisions of Insurance Carriers. No matter respecting the provisions of any of the insurance programs set forth in this Agreement shall be subject to the Grievance Procedure established under this Agreement except that, where the County exercises its right to select or change insurance carriers under Section 16.5, the Union shall reserve the right to process through the grievance procedure, including arbitration if necessary, the issue of whether or not the level of such benefits remains substantially the same.

27.5: Selection of Insurance Carriers. The Employer reserves the right to select or change the insurance carriers, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the level of benefits stated in Section 16.0 through Section 16.3 remain substantially the same.

27.6: Continuation of Insurance Premium Payments.

A. There shall be no liability whatsoever on the part of the Employer for any insurance premium payment for an employee or employees who are on layoff or leave of absence status, other than sick or extended medical leave, beyond the Month in which such leave of absence or layoff commences. Federal laws (such as) "COBRA," "TEFRA," or "DEFRA" may, however apply.

B. If an employee is granted an extended medical leave, other than for an injury compensable under the Workers' Compensation Law of the State of Michigan, the Employer agrees to continue its applicable insurance contribution for a period of no

more than two (2) months, not counting the month in which such extended medical leave commenced.

- C. If an employee is granted a sick or extended medical leave because of an injury compensable under the Workers' Compensation Law of the State of Michigan, the Employer shall continue its applicable insurance contribution for a period of no more than eight (8) months, not counting the month in which such sick or extended medical leave commenced.
- D. Provisions of the workers' compensation laws of the State of Michigan shall apply to all occupational injuries and illnesses as defined by state laws. Commencing on the ninth full week after an occupational injury or illness is sustained, a full-time employee who is disabled as a result of an occupational injury or illness arising from the performance of his/her or her duty shall receive a workers' compensation supplement. The supplement shall consist of payment to the employee of his/her or her regular rate of pay (minus regular payroll deductions). During the period the supplement is paid, the employee shall endorse his/her workers' compensation check to the County. Where necessary, said supplement shall be paid through the twenty-sixth (26th) week of disablement at which time the supplement to workers' compensation shall end.
- E. Blue Cross/Blue Shield provided to bargaining unit members and their families under the terms of the Collective Bargaining Agreement shall be continued for the widowed spouse and dependent children of any bargaining unit member killed in the line of duty until the children reach the age of eighteen (18) or age twenty- three (23) if attending college or the remarriage of the spouse.
- F. If a dispute arises whether an employee is eligible for worker's compensation benefits, and the employee utilizes accrued sick time for the injury or illness leave, and it is later determined that the employee was eligible for worker's compensation benefits, back payments from worker's compensation shall be first used to replenish the employees' used accrued sick time bank.

ARTICLE 28  
PENSION

28.1: Defined Benefit Plan. Employees hired prior to July 1, 2001, shall be provided a Michigan Municipal Employees Retirement System (MERS) with the following benefit programs:

- B-4 (multiplier)
- F55/20 (age and service)
- FAC-3 (final average compensation)

The bargaining unit has chosen to adopt a B-4 Pension Annuity Factor under the provisions of the Municipal Employees Retirement System (MERS). Upon implementation by MERS the cost differential between the B-4 benefit and the cost of the current benefit (B-3) shall be borne solely by the employees of the bargaining unit by means of pre-tax payroll deduction. The County

shall incur no additional cost of the bargaining unit adopting the B-4 MERS benefit. The parties further more agree to a moratorium of bargaining of pension benefits and/or contribution levels until 12/31/2009.

28.2: The County agrees that if, in its discretion, the County determines to grant the "E" benefit under the Michigan Municipal Employee's Retirement System to County retirees, this benefit shall likewise be granted to retirees of this bargaining unit. The determination as to whether to provide the "E" benefit in any year to County retirees is at the sole discretion of the County Board of Commissioners.

28.3: Defined Contribution Plan. Members of the bargaining unit hired after June 30, 2001, shall be required to participate in a defined contribution plan. The Employer shall contribute 7% of FAC wages into the plan and the employee shall contribute 3% of FAC wages. Current employees in the defined benefit plan will have the option to the defined contribution plan to the extent that it is permitted by MERS policies.

#### ARTICLE 29 MISCELLANEOUS

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

29.2: Gender. The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun the plural, unless the context clearly requires otherwise.

23.3: Separability. Any part of this Agreement which is held by a Court of competent jurisdiction to conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

29.4: Emergency Manager. To the extent required by MCL 423.215 (7), an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act (being MCL 141.1501 et set) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

ARTICLE 30  
WAIVER

30.1: Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder, or otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 31  
DURATION

31.1: Termination.


- A. This Agreement shall remain in full force and effect from January 1, 2021, to 11:59 p.m. through December 31, 2023.
- B. One hundred and twenty (120) days prior to expiration either party may 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, alter, amend, negotiate, or change, or any combination thereof, shall 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 the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.
- C. If either the Union or the Employer gives the notice specified in this Section, negotiations with respect to such modifications shall commence, if possible, ninety (90) days prior to the Agreement's expiration, but in any event not later than sixty (60) days prior to expiration.



Final for Execution  
8/11/2022

POLICE OFFICERS  
ASSOCIATION OF MICHIGAN

ISABELLA COUNTY BOARD OF  
COMMISSIONERS

  
Date POAM 9-7-22  
Dan Kuhn  
POAM Business Agent

  
Date 9-20-22  
Tobin D. Hope, Chairman

ISABELLA COUNTY CORRECTIONS  
OFFICERS ASSOCIATION

ISABELLA COUNTY SHERIFF

  
Date 9/7/22  
Jake Eggers, President

  
Date 9-7-22  
Michael Main, Sheriff

APPENDIX A

- A. Description. This directive outlines the procedures relating to administration of the County's drug testing policy.
- B. Policy. The County intends to give the same consideration to persons with chemical (alcohol and other drugs) dependencies as it does to employees having other diseases. However, the County cannot condone the use of illicit drugs or the abuse of legal drugs or alcohol. With the abuse of legal drugs or alcohol, constructive disciplinary measures may be utilized to provide motivation to seek assistance. Normal County benefits, such as sick leave and the group medical plan, are available to give help in the rehabilitation process. However, the sale, purchase, transfer, use, or possession of illegal drugs or drugs which have not been legally obtained by employees is prohibited. Arriving for work under the influence of drugs or alcohol to the extent that job performance is adversely affected is also prohibited. In such cases, disciplinary action, up to and including termination, will be imposed.

It is the intent of the County, however, to encourage and assist such employee's in treatment or rehabilitation whenever appropriate.

Urine testing of employees can be an effective means by which to identify those in need of counseling, treatment or disciplinary action. The urine testing program is intended to supplement, not replace, other means by which the use of drugs and alcohol can be detected.

C. Procedure.

1. Testing of employees shall be conducted only under the following circumstances:
  - A. When an employee's supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a prudent supervisor to suspect that the employee is on drugs or alcohol (e.g., slurred speech, alcohol on breath, inability to walk a straight line, etc.).
  - B. When an employee is found in possession of suspected illicit drugs or alcohol or when suspected illicit drugs or alcohol are found to have been brought by the employee in an area controlled or used exclusively by the employee (e.g., employee's locker, etc.).
  - C. Following a serious accident or incident on the job where, in either case, safety precautions were violated or unusually careless acts on the job were performed.
  - D. As a part of a routine twelve (12) months testing program instituted as a result of prior drugs or alcohol related disciplinary penalties against the employee.
2. An employee ordered to submit for testing shall be informed of the underlying reasons why he is being ordered to submit the specimen. In situations covered by collective bargaining agreements, individuals shall have the right of steward representation consistent with the

applicable collective bargaining agreement. The reasons shall be documented in writing prior to the test results being known with a copy furnished to the employee within forty-eight (48) hours. If the employee refuses or fails after a three hour period to submit to testing, he shall be informed that this refusal constitutes failure to obey a direct order and that this is grounds for termination.

3. The supervisor requesting the test shall fill out the designated Form A.
  - A. The TLC testing shall be performed by sending the sample to a contract laboratory. The results obtained shall be noted on the form. If a positive result is obtained, a second test shall be performed on the same specimen using an alternative scientific method, Enzyme Multiplied Immunoassay Technique (EMIT). In the event that both tests are positive, the employee may request at the employee cost the sample be tested using the Gas Chromatography/Mass Spectrometry (GC/MS) method. If this test is negative, the employee will be reimbursed.

For all tests, the lab shall be instructed:

- 1) To freeze all specimens yielding positive results.
- 2) To return the Form A, the lab report and any printouts showing positive results.

B. For employees, the GC/MS test shall be performed.

4. For urine testing, the Employer shall utilize a licensed medical provider with whom Isabella County contracts.
5. Reporting of results: Form A, together with all printouts of positive results and any lab reports, shall be forwarded to the Human Resources Administrator who will be responsible for interviewing the employee regarding the results.
  - A. Confidentiality. The Human Resources Department will be designated to receive any positive reports. It will notify medical and other members of the County strictly on a need-to-know basis.
  - B. No laboratory reports or test results shall appear in a personnel folder. Information of this nature will be included in the medical file with a marker to appear on the inside cover of the personnel folder to show that this information is contained elsewhere.

6. Use of Results

- A. Any action to be taken on receipt of a positive report which has been confirmed will be taken by the agency head only after receiving a report from the Human Resources Department.

- B. The detection of the use of any illegal drug may be grounds for immediate dismissal. The employee, however, should have every opportunity to explain the presence of any drug in his/her system, and if need be, substantiate his/her explanation with medical evidence.
- C. Obviously, the presence of a drug such as phencyclidine (PCP) is self-explanatory. However, the use of prescribed drugs could be an indication of a possible health problem and close look will be given to the employee's job responsibilities and whether the use of these drugs poses a potential hazard to himself, his/her fellow employees or the general public.
- D. In keeping with County policy, every effort should be made to assist the employee to deal with his/her problem. However, if this fails or if it is obviously inappropriate given the nature of the drug usage and the employee's position, then appropriate disciplinary action shall be instituted.

APPENDIX B

UNIFORMS & ACCESSORIES  
ISSUED TO NEW FULL AND PART-TIME CORRECTIONS OFFICERS

2 Long Sleeve Shirts 2 Short Sleeve Shirts  
2 Pair Pants 1 Pant Belt 1 Cuff Case  
1 Pair Handcuffs  
1 Pair Shoes/Boots  
1 Holster  
1 Magazine Pouch  
1 Duty Belt  
2 Coats (1 Winter / 1 Spring)

During the first year of employment, no uniform allowance shall be provided.

Starting January 1, 2008, in addition to the two (2) shirts currently provided, police clerks shall have an annual \$50.00 bank to draw from for approved by Sheriff uniform components. Banks shall not exceed \$100.00 per clerk.