

FINAL FOR EXECUTION  
8/7/2024

AGREEMENT

Between

ISABELLA COUNTY BOARD OF COMMISSIONERS

and the

SHERIFF OF ISABELLA COUNTY

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN

DEPUTIES

Effective: January 1, 2024 - December 31, 2026

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APPENDIX A – Isabella County Drug Testing Policy

### AGREEMENT

THIS AGREEMENT, entered into this 7<sup>th</sup> day of May, 2024 (Isabella County Board of Commissioners' and Isabella County Sheriff's Ratification Date), effective the first (1st) day of January, 2024, 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), 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 Office in the following-described unit:

All full-time deputies.

But excluding: All special deputies, the chief matron, detective sergeants, sergeants, jail administrator, cook, part-time deputies, corrections officers, dispatchers, police clerks 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

3.1: Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit, within thirty (30) days from the date of their employment within the Isabella County Sheriff's Office or the execution date of this Agreement, whichever is later, shall become members of the Union or pay a service fee equal to but not to exceed the periodic monthly dues of a Union member to the Union for labor services as uniformly required by the Union, for the duration of this Agreement. Employees shall be deemed to be in compliance with this Section if they are not more than thirty (30) days in arrears in payment of membership dues or service fees, whichever is appropriate.

3.2: 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.

- A. Seniority shall be defined as the length of the employee's full time continuous service with the Isabella County Sheriff's Office commencing from the last date of hire.
  - (1) An employee's "last date of hire" shall be the most recent date upon which he first commenced work.
- B. Classification seniority shall mean the length of continuous service commencing from the date of the employee's service in his/her particular classification.
- C. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames.

### 4.2: Seniority Applications. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

### 4.3: Seniority List.

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

### 4.4: Seniority Accrual While on Leave of Absence. 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.

### 4.5: Transfers to Non-Bargaining Unit Position.

- A. 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.
- B. 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 outside the unit 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.

C. 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.

4.6: 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 OWI, 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 report;
- I. He/She fails to notify the Employer within three (3) consecutive working days that he 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 OWI, Impaired or Reckless Driving Conviction.

ARTICLE 5  
SHIFT BID

5.1: Shift Bid Procedure.

- A. Shift bidding will begin rotating on a sixteen (16) week basis beginning with the first full pay period in January. The second sixteen (16) week period will then commence, and the final twenty (20) week period will continue until the first full pay period in January of the following year.
- B. Shift bids will be done by seniority beginning with the highest and continuing to the lowest.
- C. The shifts will be posted at least thirty (30) days prior to the effective date of the bid.
- D. Shift bids shall occur three (3) times a year and to the extent there exists language within this contract which is inconsistent the parties agree that three (3) times a year will control.

5.2: Employees who have completed their probationary period shall be eligible to participate in the next chronological shift bid regardless of how frequently shift bid occurs in the contract.

5.3: 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.

5.4: This Article shall be inapplicable to special assignments which shall include traffic, detectives, community policing, school liaison, undercover, DARE.

5.5: The Sheriff reserves the right to rotate deputies through the transport position for up to thirty (30) days per shift period if the transport assignment is not selected for bid by an officer with more than two (2) years seniority.

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

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 occupying the classification of Deputy in the Isabella County Sheriff's Office.

6.2: Promotions Outside Bargaining Unit.

- A. 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 following considerations.
- B. 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.

6.3: Promotional Procedure Applies to Permanent Vacancies.

- A. The Employer shall determine the duties of all positions subject to this procedure and, in its sole discretion, whether a vacancy does or does not exist.
- B. 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.

6.4: Advancement Opportunities.

- A. Promotion means to advance from a given classification to a higher paid classification.
  - (1) Specifically, this program involves the upward movement of selected personnel from the classification of Deputy to the classification of Sergeant or Detective-Sergeant.
- B. Each promoted employee must be a current member of the Office and must meet all of the eligibility rules of the Promotional Procedure.

6.5: Eligibility.

- A. To be eligible for a promotional advancement the employee must be classified as a Deputy, have three (3) years of law enforcement experience, be fully empowered to enforce the criminal laws of the State of Michigan, have performed road patrol duty, and have completed two (2) years of service excluding layoff and leaves of absence in excess of thirty (30) days with the Isabella County Sheriff's Office.
- B. If an employee declines a promotional advancement, he shall not be eligible for any promotional advancement thereafter for a period of six (6) months.

6.6: Posting of Examination Notices.

- A. Examination notices for all competitive promotion examinations shall be posted on the bulletin boards throughout the Office for a minimum of forty-five (45) days prior to the written examination date.
- B. Subjects to be covered in the written and oral examinations shall be posted thirty (30) days prior to the respective examination dates.
- C. 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.

6.7: Program Weight.

- A. Scores shall be based upon the written examination, assessment process, and seniority. The weights assigned shall be as follows:

1. Written Examination	56%
2. Assessment	40%
3. Seniority $\frac{1}{4}$ Percentage point for each year of seniority to maximum of	04%

6.8: Written Examination.

- A. 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 tests will be designed at a general knowledge level or standards designated where rank and position warrant specialization. The Sheriff will determine where general or specialized standard testing is warranted.
- B. To qualify for further assessment process an employee must achieve a score of 70% or better on the written examination.

6.9: Assessment Process.

- A. There will be an Oral Interview in lieu of the “Assessment Center.”
- B. The Interview Panels shall be comprised of two (2) members appointed by the Sheriff holding the rank of sergeant or higher and three (3) members selected by the Deputies Union holding the rank of sergeant or higher.
  - 1. Oral Interview Panel members may be internal employees or external law enforcement officers holding such rank or above.
  - 2. The Deputies Union must submit its list of panel members to the Sheriff at least two weeks prior to the first interview date.

- C. A list of standardized/uniform interview questions will be created by the Sheriff from which all candidates will be required to answer all questions.
- D. Each Interview Panel member will score each candidate on a 1-5 scale, with five (5) being the highest score and one (1) being the lowest score.

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

6.11: 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.

6.12: Examination Period. Promotional examinations scores will remain in effect for one year from the time the written examination was originally administered.

6.13: Must Score 70% to Qualify for Promotional List. To qualify for placement on a promotional list all applicants must achieve a combined score on the written exam, assessment process and seniority of seventy (70%) percent.

6.14: 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 five (5) scores, should the Sheriff decide to fill that position.

6.15: No Limit to Promotional Opportunities. Employees subject to this procedure may participate in whatever number of promotional opportunities their eligibility permits and, accordingly, may be on more than one (1) promotional list if they have achieved the requisite minimum score of seventy (70%) percent.

6.16: Pay Rate on Promotion.

- A. 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.
- B. 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.

6.17: Sergeant and Detective-Sergeant Probationary Period.

- A. All employees promoted to the Sergeant or Detective-Sergeant classifications shall be on probation for a period of six (6) months immediately following promotion.

B. During such probationary period the Sheriff may demote the employee to his/her former classification or the employee may, of his/her own volition, request in writing to be relieved of his/her new classification and to be returned to his/her former classification.

(1) If an employee returns to his/her former classification at his/her own request, he may not apply for another promotion for six (6) months.

6.18: 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 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.

## 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.

A. An employee who maintains an offense-free record for a period of twenty-four (24) months will not have prior minor offenses considered for determining subsequent disciplinary action.

1. Minor offenses shall be defined to be all discipline less than suspension without pay.

B. The parties agreed during bargaining that under this Article an employee's notice of discipline 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 were to have an offense-free record for a period of twenty-four (24) months.

7.4: Suspension Pending Investigation.

A. The Sheriff or his/her designated representative may suspend an employee pending investigation for up to thirty (30) calendar days without pay.

(1) In matters that involve a criminal investigation an employee may be suspended for up to ninety (90) calendar days without pay.

- B. 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.
- C. 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 Office within each classification affected shall be in the order stated: irregular, temporary, special deputies, part-time employees, and probationary employees, but specifically excluding special deputies contracted with Townships. 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 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 Office 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 in which he has greater Office seniority than the employee who he is to replace and 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 first class mail 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.

- A. 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.
- B. 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.”
- C. 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) working days of the occurrence of the incident which gave rise to the grievance or within seven (7) working 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) working 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) working 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) working days.

C. Step 3. If the grievance is not satisfactorily settled at Step 2, the Steward may appeal the Sheriff's decision by delivery to the County Administrator 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 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) day period, the parties will attempt to schedule the meeting at a mutually convenient time, but in no event shall the meeting be held more than thirty (30) days after the appeal from Step 2. The Employer shall place its written answer on the grievance and return it to the Steward within ten (10) days after the meeting and if no meeting is held no later than forty (40) days after the appeal from Step 2.

- (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 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 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 not followed by the Union, the grievance shall be considered settled. If the 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) working 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) working 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 Remedy. 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) workdays 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) working 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 by each party alternately striking a name. The remaining name shall serve as the arbitrator. 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 9.2. 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 Office 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.
- B. 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.
- C. 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.
- D. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

**ARTICLE 12**  
**PROBATION**

**12.1: Probationary Period.**

- A. 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.
- B. Service in a part-time position shall not count toward completion of an employee's probationary period.
- C. 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.
- D. There shall be no seniority among probationary employees.

**12.2: No Shift Preference During Probation.** Probationary employees shall work any shift to which they are assigned.

**ARTICLE 13**  
**TEMPORARY EMPLOYEES**

**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**  
**SPECIAL DEPUTIES**

**14.1: Special Deputies.**

- A. The parties to this Agreement recognize that the tasks and duties owed to the public by the Sheriff's Office extend beyond the normal working day of employees covered by this Agreement. Therefore, it is mutually understood and agreed that the Employer may continue its practice of using Special Deputies and Part-Time Deputies to augment and supplement the duties of regular full-time employees.
- B. Special Deputies or other part-time employees shall not, however, be permitted to process or investigate a felony complaint carrying a maximum sentence of four (4) years or more beyond the end of their regularly scheduled shift during which the

complaint was initially lodged unless working in conjunction with a full-time member of the Office or another law enforcement agency.

- C. Except for emergency situations, Special Deputies or Part-Time Deputies shall not work unscheduled overtime or as replacements for full time employees covered by this Agreement and are absent from work due to illness.
- D. Nothing in this Section shall prohibit a Special Deputy from serving a felony warrant of any nature.

**ARTICLE 15**  
**OUTSIDE EMPLOYMENT**

**15.1: Outside Employment**

- A. No employee shall work at other employment which will be a conflict of interest or impair his/her performance as a law enforcement officer.
- B. 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.
- C. Employees shall not wear the Office uniform unless they are working for or under the direction of this Employer.
- D. 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 16**  
**MEDICAL FITNESS FOR DUTY**

**16.1: Physical Examinations**. All employees may be required to submit annually and/or on reasonable cause based on job performance to a physical examination.

- A. The cost of the physical examination shall be borne by the Employer.
- B. The employee shall be allowed to see the results of the physical examination. This exam may include a blood and/or urine test of the member.

**16.2: Mandatory Leave**

- A. 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.

B. 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.

16.3: Employee's Right to Submit Second Medical Opinion. 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.

A. 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 a report from a medical doctor of his/her own choosing and at his/her own expense.

16.4:

A. In the event of a dispute regarding an alleged medical condition of an employee, that employee may be required to provide the Employer with a certification from a qualified physician (medical doctor) of the necessity for such absence and/or the continuation of such absence when the same is requested by the Employer.

B. The Employer may obtain a second opinion at the Employer's expense if not covered by insurance.

#### ARTICLE 17 UNION ACTIVITIES

17.1: Union Activities.

A. There shall be no unauthorized Union activities during working hours.

B. 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.

C. Likewise, there shall be no unauthorized meetings with officials from other bargaining units during working hours.

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

E. Violation of the provisions of this Section shall constitute just cause for discipline and up to dismissal.

ARTICLE 18  
WORK STOPPAGES

18.1: 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.

18.2: Violation of No Strike Pledge. Any employee who engages in any activity prohibited by Section 18.1 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 18.1. A strike is defined as the withholding of services by one or more of the bargaining units, 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 18.1.

ARTICLE 19  
TEMPORARY ASSIGNMENTS

19.1: 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. Deputies shall not be eligible to receive higher pay rates as outlined in this Section for performing investigations since investigations are deemed a normal function of the deputy's duties.

ARTICLE 20  
UNIFORMS AND EQUIPMENT

20.1: Uniforms and Equipment.

- A. The County shall provide such uniforms and equipment, including shoes, as the Sheriff and the County shall determine is necessary, subject to reasonable rules for the preservation, use, and care of such uniforms and equipment.

(1) Issue. Each new road patrol officer shall be issued the following items. In the first year of employment, such employee shall not receive a uniform purchase credit amount.

3 long sleeve shirts  
3 short sleeve shirts  
3 pair pants  
1 bullet-proof vest  
1 winter coat  
1 winter hat  
1 Lancaster hat  
1 gun belt  
1 pant belt  
1 holster  
1 cuff case  
1 tie bar  
2 ties  
1 set other brass  
1 badge  
1 hat badge  
1 name bar  
1 double magazine pouch  
4 belt keepers  
1 pair shoes  
1 raincoat  
1 gun

B. Employees shall adhere to reasonable rules for the preservation, use and care of such uniforms and equipment.

C. The County shall assume the cost of the necessary cleaning such uniforms under such rules as the Sheriff may determine.

D. Purchase. The County shall provide a uniform and equipment purchase system for employees.

E. The County shall replace uniforms and equipment as needed as determined by the Sheriff or his/her designee.

F. Footwear Replacement. Employees shall be provided up to a maximum of \$200.00 annually for the replacement of footwear if needed starting in 2011.

20.2: Protective Vests. Protective vest shall be replaced not less than every ten (10) years. Protective vest that are ten (10) years or older, as of 7-1-01 shall be replaced within 12 months after the execution of this Agreement.

20.3: 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 off-duty rounds for practice purposes. Ammunition shall be made available on January 1 annually.

## ARTICLE 21 HOURS OF WORK AND OVERTIME

21.1: Workweek. The normal workweek shall consist of forty (40) hours and twenty-five (25) minutes per week, except for a 12-hour shift which shall be a 14 day pay period of 84 hours.

21.2: Workday. An employee's normal workday shall consist of either (8) consecutive hours (five days/40 hour), ten (10) consecutive hours (4 days/10 hour), or twelve (12) consecutive hours (4 days/12 hours and the following week, 3 days/12 hours). The 12-hour shift shall not apply to the Transport deputy. The 12-hour shifts may be terminated by either party upon 30 days written notice to the other party after one year. Twelve (12) hour shifts shall start either at 7:00 a.m. or 7:00 p.m. Determination of shift schedules and hours worked per day shall be the exclusive decision of the Sheriff. A workday 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:

A. An employee's regular shift is changed at his/her request.

B. 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.

All appropriate sections of the contract shall be interpreted as hours and not days regarding paid time off so that a 12-hour shift shall not increase compensation for paid time off. (Holidays, vacation, etc.)

An employee who works a 12-hour shift shall not receive additional overtime due to such 12-hour shift.

For 12-hour shift employees, overtime shall only apply for hours work over 84 hours in a 2 week pay period.

### 21.3: Work Schedule.

A. The work schedule shall be established by the Sheriff and posted thirty (30) days in advance.

B. The Sheriff reserves the right to change the work schedule and the starting and quitting times for any and all shifts with three (3) week's notice.

(1) 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 three (3) weeks in advance, or less than one (1) week notice in the event of an emergency or a staff shortage or specialized training.

21.4: 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 prior approval of the Sheriff or his/her designated representative.
- C. In so far as practicable, scheduled overtime opportunities shall be rotated as equitably as possible among bargaining unit employees within the same classification.
  - (1) Employees offered overtime must possess the necessary skills, ability, experience, and knowledge at the time the overtime is offered.
- D. Overtime shall begin at the start of the calendar year with the employee having the most classification seniority. Thereafter, overtime shall be offered to the bargaining unit employee with the least amount of recorded overtime. In the case of a tie, the employee with the most classification seniority, being offered the overtime first.
- E. Recorded overtime shall be all hours worked by the Employee.
- F. Employees shall be exempt from scheduled overtime opportunities during the days that an employee is on the following: vacation (including those pass days at the beginning and end of the scheduled vacation period), sick leave, funeral leave, compensatory time, personal leave, Union leave, extended education leave, Family Medical Leave (FMLA) or any other unpaid leave.
- G. The overtime call-in roster shall be updated each pay period and a copy furnished to the Union. The overtime call-in roster shall be “zeroed” back at the end of each calendar year.
- H. Overtime Call In/Sign Up. Overtime for road patrol will be offered to regularly scheduled road patrol deputies first. In the event that a road patrol deputy does not accept (or sign up) for the available overtime, a road patrol deputy assigned to any other classification shall be eligible for the available overtime as long as the deputy has not been in the specialty unit for one (1) year or more.

21.5: Short-Notice Overtime Call-in Procedure.

- A. If overtime is required with less than twelve (12) hours' notice and the overtime duration is expected to be four (4) hours or less the procedure will be:
  - (1) Offer the overtime to the on-duty deputy who has the least amount of recorded overtime worked. If that deputy is unwilling to work the overtime, offer it to other working deputies in order of their recorded worked overtime. If none of the on-duty deputies are interested in working, then,
  - (2) Offer the overtime to a deputy who is scheduled to work the next shift (please call in order of recorded overtime). If none of those deputies are willing to work the overtime, then,
  - (3) Use the call-in phone list. If no deputy is interested in working or cannot report to work within 30 minutes unless agreed to by the supervisor, then,
  - (4) Order the deputy that is currently working who has the least amount of recorded worked overtime to work.
- B. If overtime is required with less than twelve (12) hours' notice and the overtime duration is expected to be more than four (4) hours, the procedure will be:
  - (1) Use the call-in list to offer the overtime. If no deputy wants to work the overtime, begin calling road sergeants and detectives. If none of them are interested in working, order in the deputy with the least amount of recorded overtime from the call-in list. If unable to make contact with any deputy by phone, order in the deputy that is currently working and has the least amount of recorded overtime. That deputy shall not work more than four (4) hours unless there is an emergency situation.

ARTICLE 22  
TRANSFERS

22.1: Permanent Transfers.

- A. An employee may be permanently transferred 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 Office or for medical or safety reasons and does not violate Article 6 (Promotions).
- B. (1) 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.

(2) 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.

(2)(a) During such trial period, a non-probationary employee will continue to accumulate seniority in his/her former classification.

(3) 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.

(4) 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.

(5) 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/her a pay increase; thereafter, he shall advance on the pay scale in accordance with his/her length of service in the new classification.

## ARTICLE 23 COMPENSATION

23.1: 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**  
**BOA M SHERIFF DEPUTY EMPLOYEE WAGE SCALE**

January 1, 2024 - December 31, 2024

+3% Increase 1/1/2024

RANGE	Pay Grade	STEP					
		Start	1 Year	2 Years	3 Years	4 Years	5 Years
	Deputy	25.13	26.58	28.03	29.49	30.94	32.39
	Annual	52,269.41	55,290.63	58,311.84	61,333.04	64,354.25	67,375.45

Hourly rates determined by dividing annual wage by 2080.

If the 12-hour shift is terminated, employees shall receive the same across the Board wage increase as non-union employees received in 2014 which increase was 2%.

Wage rates for 2025 and 2026 shall be subject to a wage issue re-opener along with DC Pension Plan contribution rates and sick leave pay out.

23.2: Shift Differential. Employees scheduled to work an afternoon shift will be paid a shift premium of five (5) cents per hour and employees scheduled to work the midnight shift will be paid a shift premium of ten (10) 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. Notwithstanding the above, employees working twelve (12) hour shifts from 7:00 p.m. to 7:00 a.m. only, shall receive shift differential of twenty-five (25) cents per hour.

23.3: 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 in any fourteen (14) day period except for officers working 12-hour shifts.
- B. 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 eight (8) hours in (1) workday subject to the definitions stated in Section 21.2, Workday, above. Provided, however, that if the Sheriff institutes a four-day 40-hour work week, time and one-half (1-1/2) the employee's straight time regular rate of pay shall not be paid for hours worked in excess of eight (8) hours in any one (1) work day, but for hours in excess of ten (10) hours in any one (1) work day. The above shall not apply to an officer working 12-hour shifts.
- 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. An employee's second leave day shall be considered an employee's "Sunday." An employee who works second leave day shall be entitled to double-time, twice his/her normal rate of pay for all hours worked
- G. All grant assignments will be paid at 1.5 times the rate of pay unless the Deputy is ordered in to work on the employee's second consecutive day off to work a Grant

**23.4: Stand-By Pay.**

- A. Employees designated and assigned to the Scuba Diving Unit who are on call twenty-four (24) hours a day are required to attend training dives shall receive one hundred dollars (\$100.00) yearly in addition to their regular wages, payable in a separate check in the first (1st) payroll period of December of each year. In order to be eligible for the stand-by pay set forth in this subsection, employees must be on the Employer's payroll as of December 1 and must be assigned to the Scuba Diving Unit at some time during the calendar year preceding December 1.

With regard to subsection B of this Section, the parties agreed an employee must actually be on the Employer's payroll as of December 1st to be entitled to receive any extra payment for assignment to the Scuba Diving Unit. If an individual is employed by the Employer on December 1st of any calendar year, he shall be entitled to the extra payment called for by this Section if he were assigned to this particular unit at any time during the calendar year preceding December 1st.

- B. The number of employees placed on stand-by duty under this Section, their selection, and the nature of their duties shall be determined by the Sheriff in his/her sole discretion.

**23.5: Call-Back Pay.**

- A. 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.
- B. The provisions of Section A shall not apply to court-related time.
  - 1. Notwithstanding the provisions of Section 23.4, 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.

2. 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.

23.6: 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.

23.7: Meal Allowance.

- A. Employees of the Sheriff's Office are eligible for meal reimbursement in the following situations.
  1. When an employee is required to transport a prisoner in an excess of 140 miles.
  2. 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.
    - a) The Sheriff will determine if the length of time spent on the transport will be eligible for the meal reimbursement.
  3. 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.
- B. The parties shall agree to utilize the US General Services Administration Meal Rates Schedule for both Transport and Training.

23.8: 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 24  
HOLIDAY PAY

24.1: Holiday Pay for Holidays Not Worked.

- 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 receive in addition to his/her regular pay, eight (8) hours holiday pay for each identified holiday, whether the holiday is worked or not.
- B. Employees will be paid for Holiday Pay at the rate of 3.6923 hours per by-weekly payroll period in lieu of Holiday Pay, to be increased to 4.0438 hours effective 6/1/22. The Holiday hours are to be added to an employee's accumulated Vacation hours balance.

24.2: Worked Holidays. Employees 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)	Veterans Day
Memorial Day	Thanksgiving Day
Martin Luther King, Jr.'s Birthday	December 24
Juneteenth (Effective 6/2022)	Christmas Day

24.3: Default for Work on Holiday. 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 25  
PAID TIME OFF

25.1: 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.

25.2: 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.

25.3: Crediting.

- A. Vacation leave shall be credited at the end of the biweekly work period in which 80 hours of paid service is completed.
- B. When paid service does not total 80 hours in a biweekly work period, the balance shall carry forward to subsequent biweekly work periods.
- C. The increase in the rate of accrual will commence on the first full pay period after the applicable anniversary date.

25.4: Access to Vacation.

- A. Vacation leave shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned.
- B. 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 credit. 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 in which the absence occurred.

25.5: Accumulation.

- A. The maximum accumulation of vacation leave is 270 hours.
- B. No accumulation of vacation leave shall be authorized or credited in excess of 270 hours.
  - 1. Any time earned over 270 hours must be dissipated during the pay period in which it is first available received or the time will be forfeited.
  - 2. It is the employee's responsibility to plan his/her vacation to avoid a forfeiture situation.
  - 3. Requests for special leave for the purpose of reducing accumulated vacation leave to avoid forfeiture will require prior approval.

Effective January 1, 2013:

<u>YEARS OF SERVICE</u>			<u>VACATION LEAVE</u>
0-2	years ( 0	- 4,159 hours)	= 3.3076 hrs./80 hrs. of service
2-5	years (4,160	- 10,399 hours)	= 4.8461 hrs./80 hrs. of service
5-8	years (10,400	- 16,639 hours)	= 5.1538 hrs./80 hrs. of service
8-10	years (16,640	- 20,799 hours)	= 5.7692 hrs./80 hrs. of service
10 +	years (20,800	- hours)	= 6.3846 hrs./80 hrs. of service

25.6: Cash Out of Vacation:

- A. Employees who have accrued 234 hours of vacation time may elect to liquidate up to one-half of that outstanding balance at their straight-time rate of pay on the day of the request.
- B. The employee must give 20 days advance notice of the request and may make such a request no more than twice per calendar year.
- C. For example, if the employee has 250 hours of accrued vacation time when the request is submitted, the employee will receive compensation equivalent to 125 hours times the rate of pay on the day of the request and the bank would then be reduced to 125 hours of vacation time. A request for 25% of the outstanding balance would result in compensation equivalent to 62.5 hours at the rate of pay on the day of the request. Such employee's vacation bank would be reduced to 187.5 hours.
- D. After the payoff of accrued vacation as noted above, this section shall be strictly enforced.

25.7: 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

25.8: Payout on Termination: The employee will be paid out their accrued and unused vacation balance at the time the employee retires or voluntarily terminates employment.

25.9: Personal Leave.

- A. Full time non-probationary employees shall be credited with thirty-six (36) hours of personal leave with pay on January 1 for use during that calendar year.

B. There shall be no accumulation or carryover of such leave 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.

- (1) Such hours must be used during the twelve (12) months of the calendar year in which they are credited.
- (2) Requests for a personal 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/her discretion may, if possible, shorten the notification period if necessary arrangements can be made in the Sheriff's Office.
- (3) The number of leave days to be taken at any one time shall be determined by the Sheriff in his/her sole discretion.
- (4) 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.

25.10: Selection. Paid time off (PTO) requests (for use of vacation and personal leave) must be submitted in writing by the employee. PTO shall be determined as follows:

- A. PTO requests may be made during the 1<sup>st</sup> two weeks of the calendar year (January 1 - 14).
- B. Requests made during this time shall be granted by seniority as long as it will not result in more than one employee per day off work.
  1. Paid time off requests made after January 14 will be granted on a first-come first-served basis in the same manner as above as determined by the Sheriff or his/her designee.
- C. Only one employee may take vacation or otherwise be off per shift.
  1. The Sheriff may allow additional employees off work in his/her discretion and may deny the use of paid time off in the event of a bona fide emergency.
- D. The only exceptions to the above PTO selection shall be CMU's Western Weekend, End of the World Weekend and Welcome Back Weekend.
  1. In the event a vacation request has been approved prior to the CMU announcement of the dates for any of the three events that are exceptions, the

approved vacation shall be honored. In the event two requests are received at the same time, seniority shall break the tie.

## ARTICLE 26 LEAVES OF ABSENCE

### 26.1: Procedure for Requesting Leaves.

- A. 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.
  - (1) 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.
  - (2) 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.
- B. Authorization or denial of a leave of absence and/or extension request shall be furnished to the employee in writing by the Employer.

### 26.2: Purpose of Leaves.

- A. 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.

26.3: There shall be no duplication or pyramiding of leave benefits or types of absence.

26.4: Seniority Accrual. 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.

26.5: 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.

### 26.6: Funeral Leave.

- A. 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.

- B. "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.
- C. 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.
- D. 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.

26.7: In-Service Training Leave.

- A. The Employer recognizes the advantages of training for the employees of the Sheriff's Office.
- B. Employees who are assigned for schooling and training by the Sheriff shall be paid at the applicable rate pursuant to Section 23.1.
- C. The Sheriff shall determine in his sole discretion the number of employees to be granted in-service training leave consistent with the Annual Budget as approved by the Board of Commissioners.
- D. 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.
- E. 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.

26.8: Extended Law Enforcement Educational Leave.

- A. 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.
- B. No more than one (1) employee will be permitted such leave at any time.
- C. 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.

- D. An employee's seniority shall be retained during such leave of absence, but he shall not accrue any additional seniority.
- E. 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.

**26.9: Union Leave.**

- A. If an employee covered by this Agreement is selected to attend the annual State POAM convention, a leave of absence without pay, unless earned time, excluding sick, is used, for not more than one (1) employee shall 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.
- B. One (1) employee covered by this Agreement shall be granted a one (1) day leave of absence without pay, unless earned time, excluding sick, 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.
- C. 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.

**26.10: Paid Sick Leave.** Employees covered by this Agreement shall earn and be granted sick leave with pay under the following conditions and qualifications:

- A. Each full-time employee shall earn 5.4 hours of sick time per pay period exclusive of leaves of absence otherwise specifically provided to the contrary.
- B. Unused paid sick leave credits may accumulate up to a total of one thousand five hundred forty (1,540) hours.
- C. One day of sick leave credits shall equal the hours scheduled for a regularly scheduled shift at the employee's regular hourly rate of pay when he takes his/her sick leave.
- D. Paid sick leave will continue to accrue during an allowed sick leave of absence or extended medical leave.
- E. 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.
- F. New employees shall not be able to use earned sick time until they have completed six (6) months of employment.

- G. 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.
- H. 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.
  - (1) 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.
- I. 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 M below, employees whose employment status is severed forfeit all accrued sick leave benefits.
- J. 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.
- K. 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.
- L. Sick leave benefits may be taken in units of less than one-half (2) day.
- M. 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 (50%) of such employee's accumulated and unused sick leave at the employee's current rate of pay. The maximum payment under this subsection shall be limited to seven hundred and seventy (770) hours of pay.
- N. Employees who use no sick leave during a calendar year shall receive compensation for four (4) sick leave days from their accumulated and unused sick leave to be paid the following calendar year.
- O. 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.

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

26.12: 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.

## 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 27.1A 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 an unpaid 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: Optical Insurance. Members of the bargaining unit shall be covered under the County's optical insurance program as provided to other County employees.

27.3: Dental Insurance. The Employer agrees to pay the required premiums for each full-time employee, including dependent coverage, who has completed sixty (60) calendar days of employment with the Isabella County Sheriff's Office for the same dental insurance plan as is provided for Isabella County employees.

27.4: 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 twenty-five thousand dollars (\$25,000.00) 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.

27.5: 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.

27.6: 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 27.7, 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.

27.7: 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 27.1 through Section 27.5 remain substantially the same.

27.8: 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. 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.
- C. 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.

27.9:

- A. Workers' Compensation Supplement. 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. Provisions of the workers' compensation laws of the State of Michigan shall apply to all occupational injuries and when occupation 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.
- B. 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 eight (18) or the remarriage of the spouse.

27.10: PRE-TAX. Under Section 125 of the Internal Revenue Code, an employee may elect to participate in a dependent care (or childcare) reimbursement plan and or non- reimbursed medical expenses plan. Employees may elect to reduce their annual taxable compensation by up to \$5,000 through participation. Such salary reductions are placed in trust and the employee may then request reimbursement for eligible expenses. As governed by the Internal Revenue Code, such reimbursements will not be subject to Federal or State income taxes which can increase the employee's spendable income.

27.11: Retiree Health Insurance Option. Health Insurance Plans available to current County Employees shall be made available to members of the bargaining unit who retire and are eligible for retirement under the provisions of Article 28.1. The retiree shall be responsible for payment of any additional premium amounts due during the calendar year.

## ARTICLE 28 PENSION

28.1: Retirement Plan. The Employer shall provide the Michigan Municipal Employees Retirement System (MERS) to all bargaining unit members with the following level of benefits:

- A. F-55/20 Age and Service, FAC-3 (final average compensation), B-4 Multiplier (2.50%) and shall adopt annually the Flexible E benefit up to 2.5% through year 2026.

- B. An employee shall be eligible to retire on a regular age and service pension at the age of 55 when the employee has achieved 20 years of service credit.
- C. The difference in the cost of the multiplier between the former MERS B-3 plan and the current MERS B-4 plan shall be paid entirely by the employees and shall be made through payroll deduction at an amount determined actuarially by MERS.

28.2: Defined Contribution Plan. Employees hired on or after the contract is executed in 2011 shall participate in a MERS Defined Contribution Plan established by the Employer.

- A. Employees shall contribute 2% of base wages to the Defined Contribution Plan through payroll deduction.
- B. The Employer shall contribute 7% of an employee's base wages to the Defined Contribution Plan.
- C. Employees hired on or after this contract is executed in 2011 shall be 100% vested in the Defined Contribution Plan at five (5) years.

28.3: Retiree Health Insurance Option. Health Insurance Plans available to current County Employees shall be made available to members of the bargaining unit who retire and are eligible for retirement under the provisions of Article 28.1. The retiree shall be responsible for payment of any additional premium amounts due during the calendar year.

## 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.

29.3: 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 seq*) may reject, modify, or terminate provisions of this collective bargaining

agreement as provided in the Local Government and School District Fiscal Accountability Act. Inclusion of the language under Section 15(7) of the PERA does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise constitutional and/or other legal challenges (including contractual or administrative challenges) to the validating or (1) appointment of the emergency financial manager; (2) PA 4 of 2011 (Local Governmental and School District Fiscal Accountability Act); or (3) any action of an emergency financial manager which acts to reject, modify or terminate the contract.

## 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 Union, 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. This Agreement shall remain in full force and effect from January 1, 2024, to 11:59 p.m., December 31, 2026.

- A. 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.
  1. 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.

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2. 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.

POLICE OFFICERS ASSOCIATION  
MICHIGAN

Jim Cross, Business Agent

Date

ISABELLA COUNTY DEPUTIES  
ASSOCIATION

Todd Graham, President

8-8-24

Date

8/8/24

Date

Date

ISABELLA COUNTY BOARD OF  
COMMISSIONERS

Tobin D. Hope, Chairperson  
(Ratified by Isabella Board of  
Commissioners on May 7, 2024)

8-12-24

Date

SHERIFF OF ISABELLA COUNTY

*Michael Main*

08.09.24

Sheriff Michael Main

Date

## APPENDIX A

### Drug Testing Policy

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 supplement, not replace, other means by which the use of drugs and alcohol can be detected.

It is the intent of the County, however, to encourage and assist such employees 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.
  - E. Routinely to all job applicants to whom a job offer is being considered within the Sheriff's Office.
- 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.
- 4. For urine testing, the Employer shall utilize a licensed medical provider with whom Isabella County contracts.
- 5. The officer or designated medical personnel witnessing the test by the employee shall then make the appropriate notation on the designated Form A. If the employee is unable within three (3) hours of being ordered or if the employee refuses to submit to the test, this fact shall be noted on Form A.
- 6. The urine specimen shall be forwarded to a contract laboratory for testing and processed as follows:
  - A. The specimen shall be placed in a secured freezer if it is not to be tested immediately. All persons handling the specimen shall make an appropriate notation on Form A. The number of persons handling the specimen should be minimized.
  - B. For applicants to positions within the Sheriff's Office, the thin layered chromatography (TLC) test shall first be administered. 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 on an applicant, a second test shall be performed on the same specimen using an alternative scientific event that both tests are positive, an applicant may request at applicant's cost the sample be tested using the Gas Chromatography/Mass Spectrometry (GC/MS) method. If this test is negative, the applicant 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.

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

7. 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.

D. Confidentiality. The Human Resources Office 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.

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.

#### Use of Results

1. Any action to be taken on receipt of a positive report which has been confirmed will be taken by the Sheriff only after receiving a report from the Human Resources Office.
2. 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.
3. 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 him/herself, his/her fellow employees, or the general public.
4. 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.