

AGREEMENT

Between

**BOARD OF COMMISSIONERS and SHERIFF
FOR THE COUNTY OF EMMET**

AND

**FRATERNAL ORDER OF POLICE LABOR COUNCIL
representing the EMMET COUNTY CORRECTION OFFICERS**

Effective January 1, 2023 – December 31, 2025

Effective January 1, 2023 – December 31, 2025

Signature Copy

AGREEMENT

THIS AGREEMENT, entered into this **1st day of January, 2023**, between the BOARD OF COMMISSIONERS and SHERIFF OF EMMET COUNTY, (hereafter "Employer"), and the FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereafter "Union") representing the EMMET COUNTY CORRECTION OFFICERS Bargaining Unit of the expresses all mutually agreed covenants between the parties.

ARTICLE I **RECOGNITION**

1.1: Collective Bargaining Unit. The Employer hereby agrees to recognize the Union as the exclusive bargaining representative as defined in Public Act No. 336, State of Michigan, Public Acts of 1947, as amended, for all the employees employed by the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

All full-time eligible Correction Officers employed in the Emmet County Sheriff's Office Jail, and Animal Control Officer. Excluding the Sheriff, Undersheriff, Jail Administrator, all members of the Command Officers Association of Michigan, and all full-time Act 312 eligible employees employed by the Sheriff's Office holding the classification of MCOLES Certified Deputy, MCOLES Certified Court Bailiff, MCOLES Maritime Deputy, MCOLES Certified Animal Control Officer, MCOLES Certified Process Server, Clerks, Corrections Reimbursement Clerk, Jail Office Manager, Road Patrol Office Manager and Jail Administrator.

The terms "employee" and "employees" when used in this Agreement shall refer to and include only those permanent full-time employees who are employed by the County in the collective bargaining unit set forth above. For purposes of this Agreement, a permanent full-time employee is an employee who is working the official workweek on a regular schedule at a job classified by the County as permanent.

ARTICLE II **OPEN SHOP AND DUES CHECKOFF**

Section 2.1. Open Shop. The Employer agrees to deduct dues from the salary of each individual employee in the bargaining unit who voluntarily becomes a member or who voluntarily authorizes the payment of representation fees, subject to all of the following conditions:

- A. The Union shall obtain from those employees who voluntarily agree to become members or voluntarily agree to remit representation fees a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject. The Union shall furnish the forms.

- B. Check-off authorization forms shall be filed with the Employer's Director of Human Resources. The total amount due shall be deducted and forwarded to the Union with a monthly membership list to the address of:

Fraternal Order of Police Labor Council
1457 East 12 Mile Road
Madison Heights, Michigan 48071

It is the responsibility of the Labor Council to promptly notify the Employers Payroll Office of any change in address for forwarding payments. The parties, by mutual agreement through a letter of understanding, may also agree to electronic transfer of dues payments, if such a method is available.

- C. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employers Payroll Office within two calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- D. The Union shall provide at least 30 days written notice to the Employers Payroll Office of the amount of Union dues and representation fees to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employers Payroll Office at least 30 days prior to its implementation.
- E. An employee wishing to have Union dues/fees deducted from their paycheck shall provide a signed/written payroll deduction authorization form/card to the City.

Section 2.2. Indemnification. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, or representation fees or in reliance upon any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

During the term of this Agreement it is the express intent of the Employers and the Union to follow the law as currently defined by the United States Supreme Court decision of *Janus v. AFSCME*, 138 S. Ct. 2448 (June 27, 2018), as well as 2012 PA 349, at MCL 423.209 and MCL 423.210.

ARTICLE III **RIGHTS OF EMPLOYER**

3.1: Management Rights. The Employers, on their own behalf and on behalf of their electors, hereby reserve unto themselves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in, and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Employers, including but without limiting the generality of the foregoing, the right:

- A. To manage their affairs, efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation.
- B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute changes, decide on materials, supplies, equipment and tools to be purchased.
- C. To subcontract or purchase any or all work processes or services, or the construction of new facilities or the improvement of existing facilities and installations.
- D. To determine the number, location and type of facilities and installations.
- E. To determine the size of the work force and increase or decrease its size.
- F. To hire, assign and layoff employees; to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reduction in work week or work day.
- G. To permit municipal employees not included in a bargaining unit to perform bargaining unit work when in the opinion of the Employer this is necessary for the conduct of municipal services.
- H. To direct the work force, assign work and determine the number of employees assigned to operations.
- I. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classification.
- J. To determine lunch, rest periods, and clean-up times, the starting and quitting time and the number of hours to be worked.
- K. To establish work schedules.
- L. To adopt, revise and enforce working rules with reasonable penalties for violation of such rules and regulations and to carry out cost savings and general improvement programs.
- M. To transfer, promote and demote employees from one classification, department or shift to another.
- N. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

- O. The management rights reserved in preceding subparagraphs (C) and (G) relative to utilization of employees or services from outside the bargaining unit shall be exercised by the Employer only in such a manner as not to cause or result in layoff of any personnel in the Union due to lack of work.
- P. The Employer agrees that any discipline or discharge shall be for just cause. In addition to the normal and customary disciplinary action of written reprimands or suspensions, the Union acknowledges that the Employer may also invoke forfeitures at an appropriate level of holiday pay, vacation benefits, or compensatory time. The just cause provision does not apply to probationary employees.

ARTICLE IV **UNION REPRESENTATION**

4.1: Collective Bargaining Committee. The Employer agrees to recognize one (1) unit President and two (2) Stewards who shall be selected by the Union from employees in the bargaining unit who have completed their probationary period. The Union will furnish the Employers with the names of its current authorized representatives. The Employer shall not be required to recognize or deal with any other than those so designated.

Union representatives shall meet with County officials and the Sheriff for the purpose of negotiating modifications to this Agreement. Union representatives shall also act in a representative capacity for processing grievances for members of the collective bargaining unit, as provided in the grievance procedure.

The Employer agrees to pay one recognized employee Union representative for time spent while acting in a representative capacity during the processing of grievances and two representatives involved in negotiations with the Employer, but only for the straight time hours they would have worked on their regular schedule.

ARTICLE V **GRIEVANCE AND ARBITRATION PROCEDURE**

5.1: Individual Grievances. Nothing in this Article shall prohibit an individual member of this unit from filing a grievance on their own behalf.

5.2: Grievance Definition. A grievance is a written dispute, claim or complaint arising from this Agreement, filed by a representative of the Union on behalf of the Union or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of written provisions of this Agreement. The parties recognize that an orderly grievance procedure is necessary, and further agree that each step must be strictly adhered to or the grievance is forfeited.

Except as stated in 5.1 above, the Union shall have the sole right to pursue any claim asserting a violation of this Agreement on behalf of the Union or its members. No employee or former employee shall have any right under this Agreement to claim that the Union acted or failed to act relative to the presentation, prosecution or settlement of any grievance under the terms of this Agreement.

For purposes of the Article, "service is defined as the hand delivery of the written document to the person specified in the provision or their designee. The parties shall identify such designees to allow "service" to occur at all times during regular business hours, being, 9am - 5pm, Monday - Friday.

5.3: Grievance Procedure. Any complaint by an employee based upon an event, condition or circumstance allegedly resulting in a violation of any provision of this Agreement, shall require a good faith effort on the part of the parties to settle such promptly in conformance with the following procedure:

Step One. Verbal Procedure.

- A. The employee and/or Steward who has cause for grievance shall discuss the matter verbally with the employee's immediate supervisor.
- B. Recognizing the value of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion.

Step Two. Written Procedure.

- A. If the matter is not resolved by discussion with the supervisor, the grievance shall be reduced to writing and shall contain:
 - 1. The signature of the grievant;
 - 2. The section of the Contract alleged to be violated;
 - 3. A brief statement of facts that give rise to the grievance, including appropriate dates; and,
 - 4. The date of filing of the grievance.
- B. Written grievances in this stage shall be filed with the Sheriff with a copy to the County Administrator within ten (10) calendar days of the date of the incident or occurrence that forms the basis of the grievance, or it shall be considered out of time limits and abandoned.
- C. The Sheriff (or their designee) shall serve a written disposition of the grievance to the aggrieved or representative within ten (10) calendar days of receipt of the written grievance.
- D. If an unfavorable disposition is received, the Union may appeal to Step Three within ten (10) calendar days from the service of the written disposition, or the grievance shall be considered out of time limits and abandoned.
- E. If the Sheriff fails to serve a written disposition within ten (10) calendar days, the Union may appeal the grievance directly to Step Three.

Step Three. Appeal.

- A. If the preceding step does not result in a resolution of the grievance, the Union may present the grievance in writing to the County Administrator. Such presentation must occur within ten (10) calendar days of service of the written disposition by the Sheriff, or the grievance shall be considered out of time limits and abandoned. Upon presentation to the Administrator, the Employer's

representatives and the Union shall mutually agree upon a date to meet and consider the grievance. Whenever possible, the meeting should be held within ten (10) calendar days of presentation.

- B. The agenda for this meeting shall be limited to the grievance for which the meeting has been arranged, and may be attended by one Union representative without loss of pay for any work time lost, the Union International Representative and the Employer's representatives. The aggrieved employee and/or supervisor may be present upon the request of either party.
- C. The Employer's representatives shall issue a written disposition within ten (10) calendar days of the Step Three meeting. No response from the Employer shall be deemed a denial of the grievance.

5.4: Arbitration Request. The Union may request arbitration of any unresolved grievance by giving written notice of its intent to arbitrate following receipt of the Employer's disposition of the Step Three meeting. This request must be served upon the Employer within ten (10) calendar days or the grievance shall be considered out of time limits and abandoned. No request for arbitration may be made until the Union receives the Employer's written disposition, or the expiration of the ten (10) calendar period without a response from the Employer. Any request for arbitration made prior to receipt of this disposition (or expiration of the deadline) shall be null and void, and no action may be taken as a result of the arbitration request.

5.5: Selection of Arbitrator. The parties shall obtain a panel of arbitrators from the Michigan Employment Relations Commission (MERC). Each party shall alternately strike a name from the panel; the remaining name shall serve as the arbitrator.

5.6: Arbitrator's Jurisdiction. The arbitrator's powers are limited to the application and interpretation of the written Agreement to settle the grievance before him. The arbitrator shall at all times be governed wholly by the terms of this Agreement, and shall have no power or authority to amend, alter or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall duly determine the merits of the grievance if the issue of arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges their limitations of authority and agrees not to decide an issue that is outside of their jurisdiction under this Agreement. The arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan, and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws. Any award of the arbitrator shall not be retroactive prior to ten (10) calendar days from the time the grievance was first submitted in writing; provided, however, that an arbitrator's award as to payroll computation errors may be retroactive for up to one (1) year prior to the time the grievance was first submitted in writing.

The parties understand and agree that in making this Agreement they have resolved for its terms all bargaining issues which were or could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from Arbitration. Any grievance challenging the Employer's exercise of "Management Rights" as set forth in Section 3.1 of this Agreement is specifically excluded from arbitration because this Agreement gives the Employer unilateral discretion over the exercise of those rights.

The arbitrator shall have no power to establish wage scale rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement.

The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case, and awards shall not be binding precedent in like or analogous situations.

It is specifically understood and agreed that in no event shall Employer's condonation of any past infractions of any work rule, regulation, duty, responsibility, or policy be found to mitigate, in whole or in part, any discipline imposed by the Employer for any current infraction of any work rule, regulation, duty, responsibility, or policy, nor shall an arbitrator so find. It is further specifically understood and agreed that in no event shall any discipline imposed on any employee be mitigated, in whole or in part, due to the length of the employee's service with the Employer, except in the sole discretion of the Employer, nor shall an arbitrator have the power to mitigate any discipline imposed by the Employer based solely upon the employee's length of service with the Employer.

Arbitration awards shall be final and binding on the Employer, Union, and employees. However, the parties retain the right to challenge, through civil litigation only, any arbitration or award if the arbitrator has exceeded their jurisdiction, or has arrived at their award fraudulently or by improper means.

The fees and expenses of arbitration shall be shared equally by the parties, including those instances where the parties reach settlement either prior to, during, or after a hearing. Parties shall each pay their own respective costs, including wages of witnesses called by that party.

5.7: Time Limitation. The time limits established in the Grievance Procedure shall be strictly followed by the parties. If the time limits are not followed by the Union or grievant, the grievance shall be considered settled in accordance with the Employer's last answer made. If the time limits are not followed by the Employer, the grievance may be advanced to the next step by the Union. The time limits established herein may be modified by mutual agreement in writing.

ARTICLE VI

STRIKES AND ILLEGAL ACTIVITY

6.1: No Strike. The parties, including the individual members of the Union, acknowledge that providing continuous and uninterrupted services by the Employer and orderly collective bargaining relations between the Employer and the Union to secure prompt and fair disposition of grievances are essential considerations for this Agreement. The grievance and arbitration procedure set forth in this Agreement shall be and are the exclusive method of resolving any dispute, controversy, disagreement, complaint or grievance, and the Union members acknowledge and agree unequivocally that there shall be no right to strike for any reason during the term of this Agreement. The Union and its members, individually and collectively, agree that during the term of this Agreement, neither it nor its officers, agents, representatives, stewards, committeemen or its members will for any reason, directly or indirectly, call, sanction, encourage, honor or take part in any strike, walkout, slowdown, work stoppage, sympathy activity, limitation of service, boycott, picketing of or any other curtailment or restriction of work or interference with the peaceful and normal operations of the Employer or its provision of service, or interfere with work in or about or access to the Employer's operations, buildings, property or premises, wherever located.

6.2: Penalty. Any employee who engages in any activity prohibited by the preceding Section shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for such violation. Any appeal to the *Grievance* Procedure shall be limited to the question of whether the employee or employees engaged in an activity prohibited by the previous Section.

ARTICLE VII **SENIORITY**

7.1: Seniority Definition. Departmental seniority is defined as the length of the employee's continuous *service* with the Emmet County Sheriff's Office commencing from their last date of hire. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

For purposes of the layoff and recall provisions of Article VIII, Bargaining Unit seniority is defined as the length of the employee's total service within a given bargaining unit commencing from their last date of hire. In cases where two or more employees have the same length of Bargaining Unit seniority, the seniority shall be determined by alphabetical order, as set forth above.

7.2: Probationary Period.

- A. All employees new to this bargaining unit shall be considered probationary employees for a period of twelve (12) months. If an employee is absent in excess of five (5) days during the probationary period, their probationary period shall be extended for a like amount of workdays.
- B. The Union shall represent probationary employees for the purpose of collective bargaining; however, probationary employees may be terminated or laid off at any time by the Employer in its sole discretion and without regard to this Agreement, and neither the employee nor the Union shall have recourse to the Grievance Procedure over such termination or layoff.
- C. During the probationary period, an employee shall be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has successfully completed their probationary period of employment, they shall become a regular full time employee of this unit. Their seniority shall be retroactive to their last date of hire. If the employee does not successfully complete the probationary period, they shall be removed from his Position in this unit. If applicable, the employee may exercise their seniority rights under Article VIII of this agreement.
- D. The Employer may hire new members of this bargaining unit at its sole discretion. The Employer is under no obligation to give preference to members of this or any other bargaining units within the Office when filling any position in this unit.

7.3: Seniority List. The seniority list on the date of this Agreement shall show the names, classifications and dates of hire of all employees in the bargaining unit. The Employer will keep the seniority list up to date and will furnish the Union an up to date list semiannually.

7.4: Loss of Seniority. An employee shall lose their Departmental seniority, and the employment relationship shall end for any of the following reasons:

- A. They quit or retire.
- B. They are discharged or terminated and the action is not reversed through the Grievance Procedure, arbitration, or litigation.
- C. They are 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 without notifying the Sheriff, excepting extenuating circumstances. This is not to be construed as limiting the right to issue discipline for any unjustified absence.
- D. They have been on layoff for a period of time equal to their seniority at the time of their layoff or twelve (12) months, whichever is less.
- E. They are convicted of a felony (except in an out-of-state concealed weapons charge).
- F. They are declared mentally incompetent by a Probate Court of competent jurisdiction.
- G. They make an intentional and material false statement on their employment application or on an application for leave of absence or any other official police report.
- H. They have been on long-term disability, or has been absent from active duty, whether on a leave of absence defined in Article XV, or otherwise, for a period of eighteen (18) consecutive months. This provision does not apply to layoffs, which are governed by Section 7.40. above.

ARTICLE VIII

LAYOFF AND RECALL

8.1: Layoff Procedure. All reductions in the work force shall be accomplished in the following manner:

- A. No permanent employee within a given bargaining unit shall be laid off from their position in that unit while any temporary or irregular employees are serving in the same position in that bargaining and has the experience, ability, and training to perform the required work.
- B. Bargaining Unit seniority shall be the basis for determining layoffs within that bargaining unit. The first employee to be laid off shall be the employee with the least Bargaining Unit seniority in the classification or rank affected within the

bargaining unit, and additional layoffs from the affected classification or rank within the bargaining unit shall be accomplished by the inverse order of Bargaining Unit seniority for that unit. In all cases of layoffs, the remaining senior employees within that unit must have the experience, ability, and training to perform the required work.

- C. Upon being laid off from their classification or rank within a bargaining unit, an employee who so requests shall, in lieu of layoff:
1. Be demoted to a lower classification or rank within the bargaining unit, provided, however, that they have greater seniority in the unit than the employee whom they have replaced, and they have the experience, ability, and training to perform the required work.
 2. Upon being laid off from their classification or rank within a bargaining unit, an employee who so requests shall, in lieu of layoff, be transferred to another bargaining unit within the Office, provided, however, that they have greater seniority within that bargaining unit than the employee whom they are to replace, and they have the experience, ability, and training to perform the required work.
- D. An employee who is demoted or changes bargaining units in lieu of layoff shall initially be paid the same salary step in the range for the lower position or other bargaining unit to which they have been demoted or moved.

8.2: Recall. An employee who is laid off, demoted, or moved in lieu of layoff shall be recalled to their former classification or rank in order of their seniority when the work force is increased, provided that the employee has not lost their seniority.

8.3: Notification of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the employee's last known address. 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, fail to respond within ten (10) days of the date the notice was sent shall be presumed to have resigned, and their names shall be removed from the seniority and preferred eligibility lists.

8.4: Return to Bargaining Unit of Promoted Member. In the event an employee within the bargaining unit is promoted to a supervisory position outside the unit, their seniority within the bargaining unit shall not accrue while in the supervisory position. If, as a result of a change in Sheriff, or by mutual agreement of the employee and the Sheriff, a promoted employee requests to return to the bargaining unit, the employee may return to the bargaining unit, provided, however, that they have greater seniority within the bargaining unit than the employee whom they are to replace, and has the experience, ability and training to perform the required work.

ARTICLE IX

WAGES

9.1: Wages and Classifications. A wage structure for Unit classifications with hourly rates is attached hereto as Appendix B and forms a part of this Agreement.

9.2: Initial Hire Rate. The Sheriff reserves the right to evaluate prior experience, education and training of any applicants for bargaining unit positions and may hire new applicants at steps other than that of Step 1.

9.3: Payment for Overtime and Holiday Pay. Holiday pay and overtime accruing in a two-week pay period will be paid in the following pay period.

9.4 Acting Supervisor Positions. If an employee in this bargaining unit, at the request or direction of the Sheriff, is temporarily assigned to the position of Supervisor (Sergeant II), the employee will be paid a prevailing supervisor wage over their bargaining unit wage for those hours worked as a Supervisor.

ARTICLE X **HOURS OF WORK AND OVERTIME**

10.1: Hours of Work. The normal hours of Correction Officers and other members of this unit shall be determined according to a work schedule prepared by the supervisory personnel in the Sheriff's Office. Normal work schedule shall consist of eighty-four (84) hours in each two (2) week period. The normal duty year for each employee in the unit consists of 2,184 hours of scheduled work time. These are not guaranteed hours. It is recognized that the exigencies of law enforcement and the public safety may require employees to work outside or beyond their regularly scheduled duty hours. Time and one-half of the employee's regular rate of pay shall be paid for all hours worked in excess of eighty-four (84) hours in any two-week period. Hours worked, as defined in this provision, include all compensated hours for the pay period. Employees shall be given the opportunity to work any overtime that may become available. If an employee is not available to work said overtime, the administration may require a person of it's choosing to work said overtime.

10.2: Call-In and Court Time. An employee shall receive a minimum of two (2) hours overtime for any call-in time or court time. However, this provision shall not apply to call-ins that are contiguous to the employee's regular shift.

ARTICLE XI **EDUCATION, TRAVEL AND OTHER EXPENSES**

11.1: Education and Travel Expenses. The Employer shall pay the registration fee and related necessary expenses, and provide transportation or mileage reimbursement for attendance at any educational or training courses that the Sheriff requests an officer to attend.

- A. Tuition Reimbursement. After successfully completing their probationary period, full time employees are eligible for up to \$1,500 annually for tuition reimbursement. Class registration, lab fees, and textbooks for courses from an accredited college and which are part of an established degree plan are eligible for reimbursement. Submission of receipts for qualified expense and a grade report showing a grade C or better, or for courses that are pass/fail, a pass grade must be received in order for reimbursement to occur. Class time/schoolwork may not detract from the accomplishment of regular County delayed duties.

11.2: Business Expenses. All business related trips must have the prior approval of the Employer, and all expenses must be documented by receipts. Reimbursement for travel expenses shall be made consistent with existing County policy regarding reimbursement.

11.3: Driving Period. Employees shall not be required or permitted to drive for more than ten (10) consecutive hours without an intervening eight (8) hour rest period.

ARTICLE XII **JURY DUTY AND COURT ATTENDANCE**

12.1: Jury Duty. Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees shall be paid the difference between any jury compensation they receive and their wages for time necessarily spent in jury service.

12.2: Court Attendance. Employees required to appear in Court on any matter related to their work for Emmet County and in which they were personally involved, shall be granted a leave of absence with pay for the period during which they are so required to be absent from work. Active employees shall be paid the difference, if any, between the compensation they receive from their Court appearance and their wages for time necessarily spent, not exceeding base pay. Inactive employees will not be subject to discipline for not appearing in Court while on inactive status.

ARTICLE XIII **HOLIDAYS**

13.1: Holidays. Holidays, for purposes of this section, are defined as:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Day Preceding Christmas Day
Labor Day	New Year's Eve

Employees will be granted one additional day off per year to be taken with prior approval of the Sheriff, Undersheriff, or Jail Administrator.

- A. Holidays Not Worked. Employees who do not work during any of the above specified holidays shall receive eight (8) hours of pay at their straight time regular hourly rate of pay, exclusive of premiums. Compensation for a holiday not worked shall not constitute compensated hours in calculating overtime.
- B. Holidays Worked. Employees who work on any of the holidays specified above shall be paid at two and three-fourths (2 ³/₄) times their regular hourly rate for the holiday hours worked.

For the purpose of this paragraph, a holiday is defined as a twenty-four (24) hour period beginning at 12:00 a.m. of the holiday and ending at 12:00 midnight. The employee's starting time shall determine if an employee is eligible for holiday pay. When an employee starts their shift on a holiday, they shall be considered to have worked their total shift on the holiday even though some hours may overlap into a day that is not a holiday. Conversely, when an employee

commences work on a day that is not a holiday, they shall not receive any credit for working a holiday or portion thereof.

13.2: Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- A. The employee must work their last regularly scheduled day before and the first regularly scheduled date after the holiday, unless that employee is on an authorized leave with pay or is otherwise excused by the Sheriff.
- B. The employee must not be on layoff or leave of absence.
- C. The employee must not be suspended for disciplinary reasons, provided, however, if an arbitrator reverses such suspension, the employee will receive the applicable holiday pay.
- D. An employee who is scheduled to work on a holiday but fails to report for work shall not be entitled to holiday pay, unless otherwise excused.

13.3: Holidays During Vacation. Holidays falling within an employee's vacation shall be paid but no additional time off shall be granted.

ARTICLE XIV **VACATIONS**

14.1: Vacations. Vacations shall be as follows:

After first year of service:	Vacations equivalent to one (1) forty (40) hour work week with pay.
After second through fourth years of service:	Vacation equivalent to two (2) forty (40) hour work weeks with pay.
After fifth through ninth years of service:	Vacation equivalent to three (3) forty (40) hour work weeks with pay.
After tenth through nineteenth years of service:	Vacation equivalent to four (4) forty (40) hour work weeks with pay.
After 20 years of service:	Vacation equivalent to five (5) forty (40) hour work weeks with pay.

Request for vacation leave will be honored in the order in which the requests are received by the Employer during the calendar year. All requests shall be submitted to the Sheriff in writing at least fourteen(14) days prior to the vacation leave. The Sheriff shall have the right to determine vacation absences so as not to interfere with the efficient operation of the Office. In cases where two employees request the same vacation period at the same time, the request from the more senior employee will be given preference.

14.2: Vacation Accrual: New Employees. For new employees, accrual of vacation time shall not take place until the employee has completed one (1) full year of active employment. At the completion of one (1) year's employment, the employee shall have accrued forty (40) hours of accumulated vacation time. Employees may carry up to forty (40) hours of vacation time into the following year. No more than forty (40) hours of vacation carryover will be allowed. All other unused vacation time will be forfeited. After completion of one year's employment, employee's accrual of subsequent vacation shall occur on a per-pay period basis, and shall be subject to the provisions of 14.3 below.

14.3: Vacation Accrual. Accrual of vacation time shall occur on a per pay period basis. The specific amount of vacation accrued per pay period shall be determined by the schedule set forth in 14.1 above. The anniversary date of the employee's date of hire shall be used to measure the rate of accrual. On or about January 1st of each year, the Employer will calculate the amount of vacation accrued by each employee in the preceding calendar year. Employees may carry up to forty (40) hours of vacation time into the following year. No more than forty (40) hours of vacation carryover will be allowed. All other unused vacation time will be forfeited.

ARTICLE XV

LEAVES OF ABSENCE

15.1: General Leave. Employees shall be credited with personal leave of absence time with pay subject to the following conditions and qualifications:

- A. Full-time employees shall be credited on December 1st of each year with ninety-six (96) general leave hours. No accumulation or carryover shall be allowed from year to year.
- B. Employees shall normally give the Employer at least twelve (12) hours advance notice of their intent to use a personal time unless sickness or injury prevents same.
- C. The Sheriff may require as a condition of return to work from general leave a medical certificate setting forth reasons for the leave and ability to return to work when there is reason to believe that the health or safety of the employee or other personnel may be affected. Falsification of the medical certificate or falsely setting forth reasons for the specific injury or illness may constitute grounds for discipline, up to and including dismissal.
- D. In cases where employees have exhausted their general leave, they may use vacation days to meet the eligibility requirement of the sick and accident policy.

- E. At the end of each calendar year, any unused general hours shall be paid at the employee's regular rate of pay. Payment for unused time will be made on or about December 10th of each year.
- F. If a holiday falls during a time an employee is on general leave, the employee will receive holiday pay only and will not be charged a personal day. The employee will receive only the pay for the holiday.
- G. An additional sixteen (16) hours of personal leave shall be credited annually to all full time employees. This time may not be used in less than one (1) hour increments, cannot be accumulated, and is not available for reimbursement as described in paragraph E. above.

15.2: Sick and Accident Insurance.

- A. Sick and Accident Insurance. All full-time employees shall be eligible for sickness and accident insurance coverage in an amount equal to sixty-six and two-thirds percent (66-2/3%) of their normal gross weekly wage (based upon eighty (80) hours of work per two-week period). These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or the eighth (8th) day of disability due to sickness, for the first ninety (90) days. Employees may use personal and/or vacation time to make up the difference between insurance payments and regular wages. Long-term disability insurance will begin on the ninety-first (91st) day of injury/illness upon certification of the disability.

Long-term disability shall provide for sixty-six and two-thirds percent (66 2/3%) of an employee's gross weekly wage (based upon eighty (80) hours of work per two-week period). Long-term disability will continue until the employee reaches age 65 or becomes eligible for normal social security benefits, whichever is later. The Employer shall pay the total premiums required for eligible employees.

- B. Health Insurance on S/A. For Employees eligible and receiving health insurance under Article XVI of this Agreement, the Employer shall continue to pay its portion of health care premiums as described in Article 16 below for the first nine (9) months of any non-duty disability, and the first eighteen (18) months of a duty-related disability.
- C. Seniority. Employees may be terminated or otherwise removed from employment, with resulting loss of seniority, when that employee has been on long-term disability, or has been absent from active duty, whether on a leave of absence defined in this Article, or otherwise, for a period of eighteen (18) consecutive months. This provision applies to all leaves and disability, whether duty related or otherwise, except military leaves as set forth in Article 15.4, and layoffs which are subject to the provisions of Section 7.40.
- D. When an employee becomes injured or ill on the job so as to qualify for worker's disability compensation, and such injury or illness is of insufficient duration to trigger the payment of worker's compensation benefits, the Employer agrees to compensate the employee for any lost pay or benefits resulting from the work-related injury or illness.

15.3 Bereavement Leave. Employees shall be permitted, upon notice to the Employer, to be absent from work without loss of regular pay, but exclusive of holiday or overtime pay, upon the occurrence of the death in the immediate family (including step family members) of the persons named below:

- A. Thirty-six (36) consecutive working hours if based on a twelve (12) hour work day, or forty (40) consecutive working hours if based on an eight (8) hour work day, upon the death of the employee's spouse, child, mother or father.
- B. Twenty-four (24) consecutive working hours, if based on either a twelve (12) hour work day or an eight (8) hour work day, upon the death of the employee's sister, brother, grandchild, mother-in-law or father-in-law.
- C. Twelve (12) consecutive working hours if based on a twelve (12) hour work day, or eight (8) consecutive working hours if based on an eight (8) hour work day, upon the death of the employee's grandparent, brother-in-law or sister-in-law.
- D. If additional time is needed, the employee may be allowed personal, general leave, or vacation time.

If an employee is absent under this provision while on vacation, upon advance notice to the Employer, the employee's vacation time shall be credited with such funeral leave days.

15.4: Military Leave. Employer shall comply with applicable laws regarding military leaves of absence.

15.5: Union Leave for Officers. In the event that a Union officer(s) is/are selected by this Union to perform any task or attend any meeting or institute which necessitates a leave of absence, they shall be granted such leave of absence up to seven (7) working days in anyone (1) year without pay or loss of seniority.

15.6: Leaves For Good and Sufficient Cause. Leaves of absence, without pay, for good and sufficient cause may, upon mutual consent, be granted for a period of thirty (30) days, and may thereafter be extended by mutual consent. Any employee who engages in other employment will be considered as having quit.

15.7: Non Accumulation of Fringe Benefits. Vacations, holidays, sick leave and other fringe benefits (unless otherwise stated) will not accumulate while an employee is on leave of absence. However, a leave of absence will not be considered an interruption of continuous service for the purpose of eligibility for such benefits after return to work, except as set forth in Article 7.4H. above.

15.8: Family Medical Leave Policy. The Employer's Family and Medical Leave Policy is specifically incorporated by reference into this Agreement.

ARTICLE XVI
INSURANCE

16.1: Health Insurance. Employer reserves the right to select and/or change insurance carriers or plans, or adopt self-insurance or other funding mechanisms. Administration of the health plan shall not be considered a benefit. The Employer will also attempt to continue offer health care plans that are reasonably comparable (although not necessarily identical) to the current offerings, provided such plan(s) do not impose unreasonable demands or administrative burden upon the employer and are offered without restrictions that may affect the health care that is offered or available to other employees or bargaining units.

For each year of this Agreement, the Employer's participation in payment for all medical benefits will be capped at the amounts determined by the Michigan Department of Treasury as maximum payments pursuant to Public Act 54 of 2011. The Employer's cap shall be adjusted annually.

The Employer will pay 100% of the premium cost for dental and vision coverage.

An employee that provides evidence of insurance other than County supplied insurance with comparable insurance coverage may "opt out" of the County insurance program. Any employee who elects to "opt out" shall be paid \$400 per month. This amount may be used to purchase additional benefits or may be received in cash.

Since the details regarding the implementation and effects of the Affordable Care Act (ACA) have not been determined, the parties agree that, if, during the term of this agreement, the ACA as implemented renders all or part of this section illegal, unenforceable, or impossible to perform, the parties reserve the right to re-open this section to address such issues.

The Employer shall continue to offer and pay for the AFLAC Benextend Group AFLAC program to this bargaining unit as long as the benefit is offered to all County staff.

Employees are eligible to participate in the Employer-sponsored Michigan Municipal Employees Retirement System (MERS) Health Savings Program as provided for in the MERS Health Care Savings Program Participation Agreement. For each year of completed service after twenty (20) years, the Employer will place \$100 in the employee's Health Savings Plan account.

Example:	After 21 years of service	\$100
	22 years of service	\$200
	23 years of service	\$300

16.2: Life Insurance. The Employer shall obtain and pay the cost of term life insurance in the amount of \$50,000 with double indemnity for accidental death and dismemberment on the life of each employee during their period of active employment service. The Employer shall advise the Union as to the name of the insurance carrier, if any. However, the Employer reserves the right to select the insurance carrier or to adopt a self-insurance program.

16.3: Law Enforcement Comprehensive Professional Liability. The Employer shall pay the full cost of comprehensive professional liability insurance for all members of the bargaining unit.

ARTICLE XVII
MISCELLANEOUS

17.1: Uniforms and Safety Lenses.

- A. The Employer shall initially furnish all full-time employees with necessary equipment and uniforms, and thereafter shall reimburse employees up to \$500 per calendar year per employee for the purchase and/or replacement of such equipment and uniforms as deemed necessary and approved by the Sheriff. Each full-time employee shall care for and maintain their uniform and equipment in a clean, neat and serviceable condition. The Employer agrees to pay for uniform cleaning. It is understood and agreed that the uniforms will be taken to the cleaning establishment designated by the Employer.

All full-time employees covered by this Agreement who normally wear eyeglasses on duty and who desire to have their normal eyeglass prescription prepared with shatterproof safety lens glass shall be reimbursed for the difference in cost between ordinary eyeglass lens and special glass lens material only. The Employer shall bear the full cost of replacement or repair for eyeglasses damaged or destroyed while the employee was engaged in the performance of their duty.

17.2: After an employee has completed one (1) year of service with the employer, the employee shall be enrolled in the County Retirement Plan. Once enrolled, the Employer shall pay into each employee's individual defined contribution plan account on a bi-weekly basis a sum equal to eight percent (8%) of the employee's base wage and overtime for that pay period. Vesting in the plan shall be as follows:

<u>Years of Vesting Service</u>	<u>Percentage of Vested Account</u>
Less than one (1) year of vesting service	0%
One (1) full year of vesting service	100%

17.3: Prohibited Duties. Employees are law enforcement personnel and their duties shall not include general maintenance, cleaning or janitorial work. Employees are required, as part of their duties, to periodically clean the patrol vehicles, and are expected to keep the break areas and other work areas clean and tidy. Employees are expected to keep and maintain clean and orderly workstations and maintain high standards of professional cleanliness and neatness; it is not contemplated that they shall perform general janitorial services. When a jail trustee is not available for such services, the regular County maintenance and janitorial staff shall be responsible for such services.

Except in cases of emergency, no employee shall be required to operate, as a condition of employment, any motor vehicle, boats, motorized or non-motorized equipment, implements or tools that are not under the direct control and jurisdiction of the Sheriff. Emergencies include, but are not limited to the fire truck at the Emmet County Airport in the absence of airport personnel and vehicles belonging to other law enforcement agencies and fire prevention agencies as may be required by emergency situations in the sole discretion of the employee.

17.4: Residence and Telephone. Employees covered by this Agreement shall be required to maintain telephone service at their residences.

17.5: Physical Requirements. As physical fitness and conditioning are particularly important in law enforcement, employees, as a condition for continued employment, shall be required to undergo physical or mental examination from time to time as determined by the Sheriff, and shall be required to meet physical requirements reasonably related to the ability to meet the physical demands of grade.

17.6: Accidents or Other Occurrences. An employee shall immediately report to the Sheriff the occurrence of any accident while on duty or job related damage. The employee shall provide, in writing, a report of said accident incorporating all information requested by the Sheriff.

Further, if any employee is arrested for any offense or shall receive a traffic citation for a moving violation, this shall also be reported immediately to the Sheriff. Failure to comply with this section shall constitute grounds for discharge.

17.7: Drug Screening. All employees shall be required to submit to an Alcohol and/or Controlled Substance Screening Test whenever the employee sustains any work related injury; is involved in an on-the-job accident; or, the employer has a reasonable suspicion of on the job impairment, use or possession. Any employee required to submit to a screening test based upon reasonable suspicion will be informed the applicable reasonable suspicion criteria. In all instances of testing, the employee shall be conveyed to the testing facility by a company management representative.

17.8: Promotions and Job Posting. The Employer agrees that all job openings and promotions which are of a permanent nature within the bargaining unit shall be filled based on the following factors:

- A. Promotions shall be on a competitive basis.
- B. Eligible employees must meet the minimum service time requirements.
- C. Employees must have the knowledge and ability.
- D. Written and oral examination shall be given at the time a vacancy occurs, and such exam shall remain valid for a period of twelve (12) months thereafter.
- E. Written and oral examination shall be based on classification vacancy to be filled.

Promotions shall be made with consideration to the following standards:

- 1/3 - Written examination
- 1/3 - Past performance, ability, seniority
- 1/3 - Oral interview

The Sheriff reserves the right of final selection from the three (3) highest qualified applicants and by agreeing to follow this procedure, the Sheriff has not consented to bargain away their Constitutional rights in regard to wages, hours, terms and conditions of employment for non-bargaining unit personnel.

17.9: Emergency Financial Manager. Pursuant to MCL 423.215(7), it is acknowledged by the County and the Union that an Emergency Manager appointed under the Local Government and School District Financial Accountability Act can reject, modify, or terminate a collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act and that this provision is a prohibited subject of bargaining.

17.10: Titles in Agreement. Titles are for identification only and are not a substantive part of this Agreement.

17.11: New Classification. If the Employer should establish a new classification within the bargaining unit during the term of this Agreement, the parties agree to negotiate the appropriate rate of pay.

17.12: Just Cause. Effective January 1, 1994, all discipline shall be for just cause.

17.13: Validity. This agreement shall be subject to the laws of the State of Michigan and, insofar as the same shall be in conflict or violation of any of the laws of the State of Michigan, said provision of this Agreement shall be void and inoperative. The provisions of this Agreement are deemed to be severable, and should any provisions thereof be held unconstitutional or invalid, such holding shall be construed as affecting the validity of any of the remaining provisions or sections.

17.14: Disciplinary Records. Upon request by an Employee, records of disciplinary actions/interim service ratings shall be removed from the Employee's file twenty-four (24) months following the date on which the action was taken or the rating issued, provided that no new disciplinary action/interim service rating has occurred during such twenty-four (24) month period.

Written reprimands, counseling memoranda, performance reviews, and satisfactory service ratings shall similarly be removed twenty-four (24) months following the date of issuance provided no new written reprimands, counseling memoranda or less than satisfactory service rating has been issued during such twenty-four (24) month period.

17.15: Waiver Clause. It is the intent of the parties that the provisions of this Agreement, which supersedes all prior past practices, 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 benefits, terms and conditions of employment, rights or claims which may be asserted in arbitration, or otherwise.

The parties acknowledge that, during the negotiations which resulted in this contract, 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 contract. Therefore, the Employer and the Union, for the life of this contract, each voluntarily waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this contract, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this contract.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing, signed by the parties.

ARTICLE XVIII
TERMINATION

18.1: Duration. This Agreement shall remain in full force and effect until midnight, December 31, 2025. Thereafter, it shall continue in force for successive periods of ninety (90) days unless one party shall notify the other that it wishes to terminate, modify or renegotiate this Agreement by sending such written notice to the other party within ninety (90) days prior to the termination date specified herein.

IN WITNESS WHEREOF, the County of Emmet has caused this Agreement to be executed pursuant to authority of its elected Commissioners, Sheriff and The Police Officers Association of Michigan, pursuant to ratification by its members comprising the bargaining unit on the day and year first above written.

President, F.O.P.L.C. (Corrections)
Emmet County Sheriff's Dep't.

Dated: _____

Dave Boyer
Emmet County Administrator

Dated: _____

Steward F.O. P.L.C. (Corrections)

Dated: _____

Pete Wallin
Emmet County Sheriff

Dated: _____

Steve Warren, Business Manager

Dated: _____

Appendix B

CORRECTIONS WAGES 2023-2025

The following wages shall be effective from date of implementation through December 31, 2023.

Grade	Hourly	Annual
Step 1	\$24.96	\$51,916.80
Step 2	\$25.65	\$53,352.00
Step 3	\$26.49	\$55,099.20
Step 4	\$27.20	\$56,576.00

Appendix B

CORRECTIONS WAGES 2023-2025

The following hourly wages shall be effective from date of January 1, 2024 through December 31, 2024.

Grade	Hourly	Annual
Step 1	\$25.71	\$53,476.80
Step 2	\$26.42	\$54,953.60
Step 3	\$27.28	\$56,742.40
Step 4	\$28.02	\$58,281.60

Appendix B

CORRECTIONS WAGES 2023-2025

The following hourly wages shall be effective from date of January 1, 2025 through December 31, 2025.

Grade	Hourly	Annual
Step 1	\$26.48	\$55,078.40
Step 2	\$27.21	\$56,596.80
Step 3	\$28.10	\$58,448.00
Step 4	\$28.86	\$60,028.80