AGREEMENT

BETWEEN

MECOSTA COUNTY BOARD OF COMMISSIONERS

AND

THE MECOSTA COUNTY SHERIFF

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Corrections/Animal Control/Clerical

Effective January 1, 2016 through December 31, 2018

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AGREEMENT

This Agreement made and entered into this 5th day of November 2015, by and between the MECOSTA COUNTY BOARD OF COMMISSIONERS and the MECOSTA COUNTY SHERIFF (hereinafter referred to as "Employer" or "County") and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (hereinafter referred to as "Union" or "POAM").

ARTICLE 1 PURPOSE AND INTENT

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

1.2: Service to Community.
The parties recognize that the interest of the community and the job security of the Sheriff's Department employees depends upon the success in establishing a proper service to the community.

1.3: Cooperation.
To these ends the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

1.4: Past Practice.
This agreement, including appendices, supersedes and cancels all previous agreements, verbal or written or based upon alleged past practices (prior to 2011), between the parties, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties to this agreement.

ARTICLE 2 RECOGNITION OF UNION

2.1: Recognition.
Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Police Officers Association of Michigan as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

> All full time Mecosta County Sheriff's Department employees who are in the following classifications: Animal Control Officers, Corrections Officers/Court Officers, Secretaries, and excluding Sheriff, Undersheriff, Captains, Lieutenants, Corrections Sergeants, Deputies, Road Sergeants and Detectives, and all other employees.

2.2: Aid to Other Bargaining Agents.
The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union's representation of the bargaining unit described in Paragraph 2.1.

2.3: Strikes.
The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity, which interferes with the operation of the department. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge.

ARTICLE 3 RECOGNITION OF RIGHT OF EMPLOYER

3.1: Employer Rights Reserved.
Nothing in this Agreement shall be deemed to limit or curtail the Employer in any way in the exercise of its rights, powers and authority, unless and only to the extent that specific provisions of the Agreement curtail or limit such rights, powers and authority. The Union recognizes that the Employer's rights, powers and authority include, but are not limited to, the right to direct and manage the work force, including, by way of illustration, the determination of policies, operations, assignments, schedules, discipline, layoff of employees, purchasing equipment and maintenance of equipment, except as any of these rights are expressly abridged by the provisions of this Agreement.

3.2: Rules.
The Employer shall have, within its discretion, the right to make, amend, supplement or delete rules and regulations. However, the Association President shall receive a copy of any new or modified rules or regulations twenty-four (24) hours prior to its effective date, unless conditions warrant immediate implementation. If there is concern regarding the fairness of the rule or rule change, the President may request a special conference between himself and another Association representative, the Sheriff or his/her representative and the Chair of the Personnel Committee.

ARTICLE 4 ASSOCIATION SECURITY AND CHECK-OFF

4.1: Dues or Fees.
The Employer and the Association will not discriminate against any employee because the employee voluntarily chooses to be a member of the Association or to otherwise financially support the Association, nor will the Employer and the Association discriminate against any employee who voluntarily chooses not to be a member of, or not to financially support, the Association. Upon completion of six (6) months of employment, membership in the Association or compliance with payment of the representation fees shall be voluntary. The Employer agrees to deduct voluntary Association dues or representation fees to become effective the first pay day of the month following the employee's successful completion of six (6) months of employment.

4.2: Payroll Deductions.

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

A. The Association shall obtain from each of its members a completed check-off authorization form, which shall conform to the respective State and Federal law(s) concerning that subject, or any interpretation(s) thereof.

B. All check-off authorization forms shall be filed with the Employer, who may return an uncompleted or incorrectly completed form to the Association's Treasurer and no check-off shall be made until such deficiency is corrected.

C. Employees covered under this Agreement who do not voluntarily choose membership in the Association may voluntarily have deducted from their wages a representation fee upon receipt by the Employer of a signed written card. Said sum shall accurately represent the amount for said employee due the Association as his/her fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract which, at this time, is the same as the Association dues.

D. The Employer shall only check-off obligations, which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Association.

E. The Employer's remittance shall be deemed correct if the Association does not give written notice to the Employer within two (2) calendar weeks after a remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.

F. The Association shall provide at least thirty (30) days written notice to the Employer of the amount of association dues and/or 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 Employer at least thirty (30) days prior to its implementation. New check-off authorization forms shall be submitted to the Employer in the event that an increase in the Association dues or representation fees is made.

G. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Association dues or representation fees, or in reliance on any list, notice, certification, or authorization furnished under this article. The Association

assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Association.

H. The Association shall exclusively use the check-off authorization as herein provided in Article V.

4.3: Change in Law.
The Parties agree that should the right to work legislation be overturned through the courts or, modified by the State of Michigan, the parties agree to meet and bargain over amendment of this section of the Collective Bargaining Agreement.

ARTICLE 5 PAYROLL DEDUCTION AUTHORIZATION FORM

By_____
(Please Print) Last Name First Name Middle Name

To:_____
Name of Employer Department

Effective _____, 20_, I hereby voluntarily request and authorize you to deduct from my earnings each payroll period an amount sufficient to provide for the regular payment of the current rate of monthly: (check one) 1) _____ union dues; or 2) _____ service fees as established by the Police Officers Association of Michigan. The amount deducted shall be paid to the Treasurer of the Police Officers Association of Michigan.

_____ _____
Employee's Signature Street Address

_____
City and State

ARTICLE 6 BARGAINING COMMITTEE

6.1: Bargaining Committee.
The bargaining committee will include not more than three (3) employees; and, in addition thereto, may include not more than two (2) non-employee representatives. The Association will furnish the Employer with a written list of the bargaining committee members prior to the first bargaining meeting and substitution changes thereto, if necessary.

6.2: Compensation When Scheduled.
No more than two (2) employee members on the bargaining committee will be paid for the time spent in negotiations in the event they are scheduled to work during a bargaining meeting. Said time shall be only for straight time hours they would otherwise have worked on their regularly scheduled shift. Employees shall return to their workstations after negotiations have terminated, provided that there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift. Prior approval of the Sheriff is required for attendance at negotiation caucuses if they are to occur during the employee's regularly scheduled work time.

6.3: Not Scheduled.
No pay shall be received for time spent in accordance with this section if the employee is not scheduled to work.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURES

7.1: Grievance Definition.
For the purpose of this Agreement, "grievance" means any dispute filed by an employee covered by this Agreement or the Union regarding the meaning, interpretation or alleged violation of the specific terms and provisions of this Agreement, as written.

7.2: Grievance Procedure.
Every effort shall be made to adjust disputes in an amicable manner between the Employer and the Union. All grievances shall be processed under the following procedures:

A. Non-Economic Grievance Procedure.

All grievances that involve discipline or discharges; departmental operations without direct fiscal impact; or fiscal matters within the Sheriff's jurisdiction shall be processed in the following manner:

Step 1. Verbal Procedure. An employee, or the Union President, with a grievance shall, either within five (5) days of the occurrence or the incident which gave rise to the grievance, or the employee first becomes aware of or should reasonably have become aware of the occurrence of the grievance, first discuss the grievance with the Sheriff or his designee with the object of resolving the matter informally. If requested, the Union Representative may be present. The Sheriff or his designee shall give his answer to the grievance within ten (10) working days after receipt of the grievance by the Sheriff.

Step 2. If the grievance is not satisfactorily settled in Step 1, it shall be reduced to writing, dated and signed by the aggrieved employee and union representative or by

the Union President and shall set forth the facts and the provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall be submitted within five (5) working days after the Sheriff's Step 1 answer. Any claims not conforming to these requirements shall automatically be defined as not constituting a valid grievance. A meeting between the Sheriff or his designee, the officer filing the grievance and one Union representative shall be held to discuss the grievance within seven (7) working days after receipt of the grievance by the Sheriff.

The Sheriff or his designee will then answer the grievance in writing within seven (7) working days from the date of the meeting at which the written grievance was discussed.

Step 3. Request for Arbitration. If the grievance has not been settled in Step 2 the Union may submit such grievance to arbitration, provided such arbitration is requested in writing within thirty (30) working days after receipt of the Step 2 answer.

B. Economic Grievance Procedure.

All grievances that involve fiscal matters outside of the Sheriff's jurisdiction shall be processed as follows:

Step 1. Verbal Procedure. An employee, or the Association President, with a grievance shall, either within five (5) days of the occurrence or the incident which gave rise to the grievance, or the employee first becomes aware of or should reasonably have become aware of the occurrence of the grievance, first discuss the grievance with the Sheriff or his designee with the object of resolving the matter informally. If requested, the Union Representative may be present. The Sheriff or his designee shall give his answer to the grievance within ten (10) working days after receipt of the grievance by the Sheriff.

Step 2. If the grievance is not satisfactorily settled in Step 1, it shall be reduced to writing, dated and signed by the aggrieved employee and union representative or by the Union President and shall set forth the facts and the provisions of the Agreement that are alleged to have been violated and the remedy desired. Within ten (10) working days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union. The Employer representatives shall be the Sheriff and the County Administrator. The Union's representative shall be the Union representative or his alternate. 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 give its written answer on the grievance within five (5) working days after the meeting and return the grievance to the Union representative.

Step 3. If the grievance disposition given in Step 2 is not considered satisfactory, the grievance may be appealed to Step 3 by the Union President who shall submit it to the Chairperson of the County Board of Commissioners no later than the end of the fifth (5th) working day following the date of the disposition of the grievance in Step 2. The Chairperson of the Board of Commissioners, or the Chairperson's designated representative, shall endorse the Union's copy of the grievance to show the date of receipt. The Board of Commissioners shall consider the grievance appeal at the Board's next regularly scheduled meeting set for a date more than seven (7) days after receipt of the Union's appeal. The Board shall give its written disposition of the grievance to the Union President within thirty (30) working days of the grievance meeting.

Step 4. Request for Arbitration. If the grievance has not been settled in Step 3, the Union may submit such grievance to arbitration, provided such arbitration is requested in writing within thirty (30) working days after receipt of the Step 3 answer.

C. The same dispute shall not be considered under both the economic and non-economic procedures.

7.3: Arbitration.
The Employer and Union agree to use the following arbitrators on a rotating basis with arbitrator "A" being selected first:

A. Mario Chiesa B. David Grissom

If the arbitrator up for selection is not available, the other arbitrator will be used. If neither of the listed arbitrators are available, the Employer and the Union will attempt to agree on an impartial arbitrator. In the event the Employer and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the American Arbitration Association. A list of five (5) arbitrators will be requested from the American Arbitration Association, with each party having the right to strike two (2) names. The arbitrator remaining on the list shall serve as the independent arbitrator.

7.4: Arbitrator's Powers.
The arbitrator's powers shall be limited to the application and interpretation of this Agreement. The arbitrator shall be at all times governed wholly by the terms of this Agreement and he shall have no power or authority to amend, alter or modify this Agreement in any respect. It shall not be within the jurisdiction of the arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the Employer's right to manage and direct its work force unless there is contained in this Agreement a specific and explicit limitation of those rights, nor to infer from any provisions in this Agreement any limitation of those rights. If the issue of arbitrability is raised, the arbitrator shall

only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges his limitation of authority, and agrees not to decide an issue, which is outside of his jurisdiction under this Agreement. The arbitrator recognized that the Employer is governed by certain laws of the State of Michigan and that the Employer exists for the purpose of serving the public 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 the time the grievance was first submitted in writing.

7.5: Arbitration Fees.
The American Arbitration Association's administrative fee and other charges and the arbitrator's charges for his services and expenses shall be shared equally by the Employer and the Association.

7.6: Arbitrator's Decision.
The arbitrator' decision shall be final and binding on the Employer, Union and employee, provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded his jurisdiction, or that such decision was obtained through fraud or other unlawful action.

7.7: Time Computation.
In applying the term "working days", Saturdays, Sundays and holidays recognized by this Agreement shall not be counted under the time limits established in the grievance procedure.

7.8: Time Limitation.
The time limits established in the grievance procedures shall be followed by the parties and the aggrieved employee. If the time limit procedure is not followed by the Union or the aggrieved employee, the grievance shall be considered settled without precedent. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but arbitration shall only be instituted upon timely written notice by the Union. The time limits established in the grievance and arbitration procedure may be extended by mutual agreement reduced to writing and signed by the parties.

7.9: Grievance Settlements.
Settlement on any written grievance shall be reduced to writing and signed by the parties.

7.10: Expedited Grievance.
Should an employee who has been discharged or given disciplinary suspension consider such discipline to be improper, or if an employee feels they were improperly laid off, a grievance may be processed initially at the written step of the grievance procedure (Step 2) of the non-economic grievance procedure within three (3) days of such action.

7.11: Back Pay.
Back pay shall be limited to the amount of the wages the employee would have earned from the time the grievance is submitted, less any amount received by the employee as Unemployment Compensation.

7.12: Election of Remedies.
When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, or civil rights hearing, or a Department of Labor hearing, 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 under 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. However, it is further agreed that the election of a non-grievance procedure remedy by any employee shall not affect any grievances of other employees, nor shall any such non-grievance procedure remedy elected by an employee be binding upon the Union or other bargaining unit members unless the Union represents the employee in the non-grievance procedure forum. If a complaint is filed under the grievance procedure and the Michigan Employment Relations Commission (MERC), the parties agree that the grievance time limits shall be extended until the jurisdiction of MERC on the issue has been determined.

ARTICLE 8 SPECIAL CONFERENCES

8.1: Special Conferences.
For important matters, a special conference will be arranged between the President of the Association and the Sheriff or his/her designated representative upon the request of either party. Such meeting shall be between no more than two (2) representatives of the Association and one outside representative and not more than four (4) representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those in the agenda. Conferences shall be held at a mutually agreed time. Special conferences shall not be used for further collective bargaining purposes. The members of the Association shall be excused from duty without penalty to attend special conferences held during a regularly scheduled work day, but shall not be compensated in any way for the time spent attending conferences which are not held during a regularly scheduled work day.

ARTICLE 9 DISCHARGE AND DISCIPLINE

9.1: Discipline and Discharge.

A. Just Cause. The Employer may discipline a non-probationary employee for just cause only.

B. Disciplinary Action. The disciplinary action against a non-probationary employee shall be reduced to writing by the commanding officer invoking the action and copies shall be furnished the member against whom the charges are brought, and if the employee wishes, to the Association.

C. Meeting. If the disciplinary action involves discharge or a disciplinary layoff, the Employer representative effecting the disciplinary action shall meet with the non-probationary employee and the employee's steward if the employee requests, or in the steward's absence, another Association representative if one is working. The employee shall be given an opportunity to present his/her side of the facts concerning the disciplinary charges. The Association representative shall be given the right to meet with the disciplined employee before the non-probationary employee leaves the premises.

D. Specific Section. The written disciplinary action shall be specific and shall cite the appropriate sections of rules and regulations and/or appropriate law or ordinance, which the member is alleged to have violated, if applicable. Nothing shall preclude the Sheriff from disciplining or discharging an employee for an offense even if not provided for under the rules and regulations and/or law or ordinance as long as it is for just cause.

E. Statement. Once a non-probationary employee has been issued the written disciplinary action, he/she shall not be required to make any further statement concerning the disciplinary action prior to the Step 1 grievance hearing. The employee shall be permitted the presence of a steward before any further voluntary questioning is done.

F. Representation. The non-probationary member against whom charges have been made may be represented at the grievance hearing by the steward or Union representative.

G. Past Infractions. In imposing any discipline on a current charge, the Employer will not base its decision upon any prior infractions or departmental rules and regulations, which occurred more than two (2) years previously unless directly related to the current charge. Upon written request of an employee, the employer shall remove from the personnel file of the employee any notice of verbal warning that is more than 24 months old, if there have been no like occurrences in the preceding 24 months. The employee shall specify the warning(s) they are requesting be removed.

H. Suspension Pending Investigation. In the event a member is suspended pending investigation for any reason, and as a result of the investigation is exonerated of the charges causing the suspension, he/she shall be compensated for all back wages lost due to the suspension, as determined by the arbitrator. The Sheriff may suspend employees pending investigation with or without pay, as determined by the Sheriff, in the Sheriff's sole discretion.

I. Grievances. If there is to be a grievance concerning such disciplinary action, it shall be filed at Step 2 of the grievance procedure no later than the end of the fifth (5th) working day following the date of the disciplinary action.

J. Final Effect. If any employee who is disciplined fails to file a grievance within the time specified, or if, upon the hearing of his/her grievance, he/she is found to have been properly disciplined, then his/her discipline shall be absolute as of the date of his/her discipline.

K. Back Wages. If it is found that the employee should not have been disciplined, or that the penalty assessed him/her was too severe, then the employee's grievance shall be settled as shall be determined by the Employer and the Association at the Step 1 hearing, and the employee's payroll and personnel records shall be adjusted accordingly. If the employee is exonerated of the charges causing the suspension at the Step 1 hearing, he/she shall be compensated for all back wages to the suspension. Such wages shall be based on regular base pay hours and not include overtime, and shall be less any unemployment compensation received.

L. Days. Days referred to in the above article shall be Monday through Friday, excluding Saturdays, Sundays and holidays.

M. Political Elections. It is further agreed that no Association member shall be discharged or suspended as a result of the outcome of any political election.

N. Discharges. Included among the violations for which an employee may be subject to discharge are conviction of a job related misdemeanor or making an intentionally false statement on any official police report.

ARTICLE 10 SENIORITY

10.1: Definition.

"Departmental Seniority" is defined as length of continuous service with the department since the employee's most recent date of hire into a full time position. Seniority shall commence after the employee completes the probationary period hereinafter provided for, retroactive to date of

commencement of last employment in a full time position. "Classification Seniority" will be defined as the total length of departmental service in the employee's classification. "Bargaining Unit Seniority" will be defined as the total length of service in a classification covered under this agreement. For employees hired prior to January 1, 2003, "Classification Seniority" and "Bargaining Unit Seniority" will include all continuous departmental service prior to January 1, 2003. Any seniority lost under Article 11 will not be included in any seniority definition under this Article.

10.2: Probationary Employees.
All employees shall be considered to be on probation and shall have no seniority for twelve (12) calendar months of continuous employment following the first day of work for the Department in a full time position. While an employee is on probation, he/she may be disciplined and/or discharged without recourse to the grievance procedure provided for under the contract. It is understood between the parties that the Sheriff shall have the sole discretion to terminate or discipline an employee, with or without cause, during the probationary period.

10.3: Seniority Status.
Upon an employee's completion of the probationary period referenced in Article 10.2, he/she shall acquire seniority with a date to coincide with this date of last hire. All pay raises will be retroactive to date of hire.

As between any two (2) or more employees who have the same seniority date, seniority shall be determined by the drawing of lots.

ARTICLE 11 LOSS OF SENIORITY

11.1: General Rules.
An employee covered by this Agreement shall forfeit all seniority under this agreement and his/her employment relationship with the Employer shall terminate in the event that:

A. He/she is discharged for just cause and the discharge is not reversed.

B. He/she retires.

C. He/she quits.

D. He/she is laid off for a period of two (2) years or the length of his seniority, whichever is less.

E. He/she fails to report for work within three (3) working days after the expiration of a leave of absence.

F. He/she is absent from work without permission for three (3) consecutive scheduled

work days.

G. If he/she is convicted of a felony or a circuit court misdemeanor.

H. If he/she makes an intentionally false statement on his/her employment application, or on an application for leave of absence.

11.2: Exceptions to Above General Rules.
An employee whose seniority status is lost for any of reasons B through H above shall be deemed to have quit subject to the following exceptions:

If an employee falls within situation E or F, and his/her failure to report or his/her absence from work is on account of illness or injury or other serious reason beyond his/her control, he/she may retain his/her seniority if he/she has notified the Sheriff, or in his/her absence, the Undersheriff of such reason before the expiration of the three (3) day period in the case of E, or before the end of his/her scheduled shift on the third (3rd) working day in the case of F.

It is recognized that the County may require substantiation of the reason given by an employee under which he/she claims exception as above. If the reason is not substantiated upon such request to the satisfaction of the County, and the County determines that the employee's loss of seniority shall stand, the employee may appeal the determination of the County to the grievance procedure contained herein.

ARTICLE 12 LAYOFF AND RECALL

12.1: Layoff.
In the event that any reduction of personnel is made, as determined by the Employer, layoffs shall be by classification within the department. In the event of a layoff, the employee with the least "classification seniority" affected by the layoff shall be the first employee laid off, provided that all employees with more classification seniority in that classification are equally qualified to perform the work. Employees shall be notified of their layoff at least five (5) calendar days in advance.

12.2: Bumping.
Upon being laid off from his/her classification, an employee within this unit, or the Corrections Command unit, may bump lower seniority bargaining unit employees under the following conditions:

A. The bumping employee cannot move into a position of a higher salary grade.

B. The bumping employee must have more departmental seniority than the employee in the position who is being bumped.

C. The bumping employee must possess the necessary skill, experience and certifications which will qualify the employee to perform the work adequately, with minimal instructions.

D. The bumping section shall not apply in temporary cases of layoff which do not exceed ten (10) working days.

An employee wishing to exercise his/her bumping rights must inform the Sheriff of his/her decision to bump within three (3) calendar days from the date of receipt of the layoff notification. Employees who exercise their bumping rights shall then receive the rate of pay of the classification into which they have bumped.

The bumped employee shall have the same bumping rights as the laid off employee, seniority permitting, and must be given at least two (2) calendar days notification of his/her layoff due to being bumped.

12.3: Recall.
The last employee laid off shall be the first employee recalled, provided the employee is qualified to fill the open position. Notification of recall may be made by telephone and shall be followed by certified mail delivered to the employee's last known address. An employee shall respond to the certified notice of recall within forty-eight (48) hours of receipt thereof. If an employee fails to respond to a notice of recall within forty-eight (48) hours of receipt thereof, the Employer may assume that the employee has voluntarily quit.

12.4: Part-Time Employees.
The Employer shall not increase the number of part-time employees in a classification from which employees are on lay off status.

ARTICLE 13 ASSOCIATION BULLETIN BOARD

13.1: Bulletin Board.
The Employer shall provide a bulletin board in the Sheriff's Department which may be used by the Association for posting notices of the following:

A. Notice of Association meetings.

B. Notice of elections.

C. Notice of results of elections.

D. Correspondence received from the Police Officers Association of Michigan and the Northern Michigan Law Enforcement Association which is for the benefit of all association members.

E. Notices of recreational and social events.

Any misuse of the bulletin board by Association members shall result in it being removed from the Sheriff's Department.

ARTICLE 14 UNIFORMS

14.1: Uniforms.
The Employer will furnish and maintain the complete uniform of the corrections officers/court officers, and animal control officers. The following items will constitute a complete uniform:

A. Pants (4 each)

B. Shirts (4 each)

C. Hat (Court and Animal Control only)

D. Summer jacket

E. Winter jacket

F. Waist belt

G. Badges (2 each). (Court and Animal Control only)

H. Laminated ID card

I. For Animal Control Officers and Court Officers: handcuffs with case, whistle and chain, raincoat, one (1) long sleeve black turtleneck, three (3) black turtleneck dickies, one tie, three magazines with pouch, holster, gun belt, one service weapon, and one protective vest.

The Employer will furnish and maintain all other full time employees' appropriate uniforms that are required to do the work.

Clerical employees will receive:

A. 4 pants or skirts

B. 4 blouses

C. 2 blazers

D. 1 Laminated ID card

E. 1 Name tag

14.2: Replacement.
The Employer shall replace, repair or remove from service all clothing and equipment that is in a poor or unserviceable condition. The Employer shall also have the responsibility to maintain all equipment in a safe operating condition when furnished by the County for use by the employees in the performance of their assigned duties. When an employee finds the equipment furnished by the Employer is unsafe for use and performance of his/her assigned duties, the employee shall be required to immediately report the condition to his/her immediate superior and if the condition is not satisfactorily resolved within sixty (60) hours, the employee may have recourse through the grievance procedure provided herein.

14.3: Boots/Shoes/Ancillary Equipment:
The Employer shall reimburse employees up to $300 per year, or up to $500 per year for the Animal Control Officer, for black boots or shoes, or any other ancillary law enforcement equipment and clothing as approved for on duty use by the Sheriff. This allowance may also be used for an employee gym membership on a reimbursement basis, provided the employee provides verification of gym usage to the Sheriff on a monthly basis.

14.4: Weapon Qualification:
Animal Control and Court Officers will be required to qualify on a quarterly basis with their duty weapon/s. The employer will provide all ammunition and all qualification time will be considered time worked.

ARTICLE 15 PROTECTIVE VESTS

15.1: Corrections.
The Employer will supply one (1) vest to be shared by corrections officers who may be required to work the road.

15.2: Ownership.
All vests will remain the property of the County.

ARTICLE 16 DUTY RELATED INJURY

16.1: Compensation.
Each employee will be covered by the applicable workers' compensation laws. In addition, the Employer agrees to allow an employee to make up the difference between workers' compensation and an employee's applicable net weekly earnings by using accumulated sick and/or vacation leave.

16.2: Insurance.
An employee who is off work while covered by workers' compensation will have medical insurance and life insurance coverage continued after all of his/her sick leave and vacation time are exhausted for up to twelve (12) months to be paid for by the County. Thereafter, the employee may continue his/her medical insurance and/or life insurance for a period determined by the insurance carriers by paying the full cost of the premium. Payments shall be made through the County Clerk's office.

16.3: Dependent Insurance
The dependents of an employee who dies from a line of duty injury, as determined by Workers Compensation, shall be allowed to continue Health Insurance coverage thru Mecosta County for a period of one calendar year under the provisions of Article 24 sections 1 thru 4 with the employer continuing to pay 85% of the premium for the period.

ARTICLE 17 WORK SCHEDULES

17.1: Schedule Posting.
Regular work schedules shall be posted by the Sheriff or his/her representative no less than twenty-eight (28) days prior to the first day governed by said schedule. There shall be no exceptions to this unless an emergency arises. Schedule changes shall not be made by the Employer except in emergency situations, within 72 hours of the affected employee's shift, without that employee's consent.

17.2: Trading Shifts.
The practice of trading regularly scheduled shifts will be allowed with supervisory approval only.
17.3: Hours Off.
There shall be a minimum of twelve (12) hours off between regularly scheduled shifts, excluding overtime or the employee will receive four (4) compensatory hours to apply at a later date of his/her choosing in addition to his/her regular pay for the shift.

ARTICLE 18 HOURS OF EMPLOYMENT

18.1: Rights.
The Employer shall have the following rights:

A. To schedule the work of unit employees to meet the needs of the Sheriff's Department.

B. To establish shift starting and quitting times. The Association will be notified in advance of general changes in starting and quitting times.

C. To change the number of hours which comprise the normal workday or shift, and the number of days or shifts which comprise the normal work week, including the right to change the number of days off during any particular period of time.

D. To require overtime work.

E. To schedule on a 28-day cycle basis.

18.2: Changes.
All changes in the workweek or workday or any change involving a combination of the length of workday or workweek will be discussed with the Association before the change is implemented.

18.3: Normal Hours.
This article defines what normal working hours will be and is a guarantee that employees will be paid for all of the time that they are required by management to remain on the job.

A. The normal two-week pay period shall consist of eighty (80) hours.

B. Officers shall work eight (8) regularly scheduled hours per day pursuant to a five (5) day average workweek or ten (10) regularly scheduled hours per day pursuant to a four (4) day average workweek.

C. School days will be defined as per B above.

18.4: Overtime/Compensatory Time.
Overtime shall be paid for all hours worked in excess of the regularly scheduled workday. Compensatory time may be earned, in lieu of overtime, with prior mutual agreement between the employee and employer, for overtime hours or hours earned under 18.7 or 18.8 of this article. In no case will compensatory time be allowed, in lieu of overtime once the employee has reached the compensatory time limit in 18.11. Upon separation from employment, employees will be paid for any unused compensatory time.

18.5: Overtime/Compensatory Time Procedure.
It will be considered necessary overtime/compensatory time when an officer must continue working past his/her regularly scheduled hours of employment to fulfill his/her duty. Supervisory approval must first be obtained, provided a supervisor is on duty. The officer shall give a reasonable account of his/her overtime/compensatory time on his/her daily log. Any denial by the Sheriff to pay overtime/compensatory time shall be accompanied by a written explanation. The employee may appeal the denial of the Sheriff to the grievance procedure contained herein.

18.6: Overtime Pay/Compensatory Time Accrual.
Overtime pay/compensatory time accrual shall be one and one-half (1 1/2) times the employee's regular hourly rate of pay.

18.7: Court Pay.
The following shall determine employee compensation for court time:

A. A minimum of two (2) hours at one and one half (1 1/2) times the employee's regular hourly rate shall be paid to an employee who must attend court at any time other than his/her regularly scheduled hours of employment.

B. If a court appearance is cancelled by the Prosecutor and not posted on the Prosecutor's court status telephone message the employee shall be eligible to receive court pay. Employees shall call the Prosecutor's Office after 5:00 PM the day before a scheduled court appearance to check the status of their appearance.

18.8: Call-In.
An employee called in for duty other than regularly scheduled hours of employment shall be guaranteed a minimum of two (2) hours of pay at a rate of one and one half (1 1/2) times his/her regular hourly rate from the time such employee receives the call out to the time he/she returns to his/her residence. Any overtime/shift shortage that is required by the Employer to be filled with additional employees, with less than 48 hours notice, shall be filled in the following manner: The most senior qualified full time employee shall be offered the work opportunity. In the event the work is declined, or the employee is not available for contact at work or by phone, the next senior qualified full time employee shall be offered the work and so on. The employer shall go through the entire roster of qualified full time employees before offering the work to qualified part time employees, or ordering the low seniority full time employee in. In the event someone is skipped on the list, the remedy shall be that employee shall be the first person offered the next available overtime assignment.

18.9: Part-Time Corrections Officer.
The Employer may supplement the schedule by making use of part-time corrections officers. Total regularly scheduled part-time hours shall not exceed a total of 800 hours per four (4) week period.

18.10: Payment.
Overtime, holidays, shift differential pay and call out time shall be paid in the pay period immediately following the period worked.

18.11: Compensatory Time.
An employee will not be allowed to accumulate more than forty (40) hours of compensatory time. Probationary employees will not be allowed to accrue compensatory time.

18.12: Pyramiding of Overtime.
There shall be no pyramiding or duplication or overtime premium, stand-by, call back, court time, holiday or other overtime or premium payments.

18.13: Jury Duty.
An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular rate of pay, provided that the employee provides proof of the payment made by the Court. In addition, to be eligible for the above, the employee must return to work after their jury duty has been completed.

18.14: Inclement Weather.
Clerical staff may use an earned sick leave day or earned vacation day when they are unable to report for work because of a severe snow or ice storm if every reasonable effort was made to report for work. If the County Building is closed for inclement weather, clerical employees will not be charged for the time off.

ARTICLE 19 HOLIDAY PAY

19.1: Holidays.
The following holidays shall be observed by the members of the Association:

New Year's Day	Labor Day
Martin Luther King Jr. Day	(First Monday in September)
(3rd Monday in January)	
Washington's Birthday	Veteran's Day
(3rd Monday in February)	Thanksgiving
Good Friday (4 hours)	Day after Thanksgiving
Memorial Day	Day before Christmas Day
(Last Monday in May)	Christmas Day
July 4th	New Year's Eve (4 hours)

19.2: Holiday Defined.
Holidays are defined as the 24 hour period commencing at 12:01 AM on the holidays recognized in 19.1.

19.3: Holidays Worked.
If an employee works on a holiday, he/she shall be paid two and one-half (2-1/2) times his/her regular hourly rate for all hours worked on the holiday, or the employee may elect to be paid straight time and earn compensatory time at a rate of one and one-half (1 ½) hours for all hours worked, to the limit set in Article 18.11.. For Clerical and Animal Control Officers, if a holiday falls on a Saturday, the holiday will be observed on the Friday before; and if the holiday falls on a Sunday, it will be observed on the following Monday.

19.4: Holidays Not Worked.
If an employee's pass day falls on a holiday because of the assigned shift, and said employee does not work the holiday, he/she shall receive eight (8) hours pay at his/her regular hourly rate.

ARTICLE 20 VACATIONS AND SICK LEAVE

20.1: Vacation Accumulations.
An employee will be eligible for the following paid vacation time: annual leave shall be provided for vacation on the basis of four (4) hours per month for the first year.

After completing one (1) year of service, an employee shall be allowed vacation computed at the rate of eight (8) hours per month.
After completing five (5) years of service, an employee shall be allowed vacation computed at the rate of twelve (12) hours per month.

After completing ten (10) years of service, an employee shall receive sixteen (16) hours additional vacation per year computed at the rate of thirteen and 1/3 (13-1/3) hours per month.

20.2: Vacation Eligibility.
To be eligible for full vacation pay, an employee must have been a full-time employee and received pay during all available work hours during the year preceding his/her anniversary date or have received a paid leave during the same period. If an employee has any unpaid time during the twelve (12) calendar months preceding his/her anniversary date, his/her vacation pay will be pro-rated accordingly.

20.3: Payment on Separation.
Employees with one (1) or more years of service will be entitled to all vacation time accumulated to the date of their separation from employment in that vacation year when they leave employment, upon retirement or resignation, provided they provide two (2) or more weeks prior written notification of their retirement or resignation to the Employer, or in case of an involuntary termination. Upon the death of an employee with one (1) or more years of service, all unused vacation time accumulated shall be paid to the employee's beneficiaries. Upon an employee's resignation or after retirement with less than two (2) weeks notice, all vacation credits shall be canceled and shall not be reinstated or paid for.

20.4: Vacation Scheduling.
Vacations will be scheduled by supervision at mutually convenient times, subject to the Employer's needs. Bargaining Unit seniority will be honored in ranking employees' request for particular vacation weeks until March 31 of any year. After March 31, vacation time shall be assigned on a first come, first serve basis.

20.5: Holidays During Vacation.
If a paid holiday falls within the week during which an employee is on authorized vacation, he/she will be given an additional eight (8) hours of vacation time to be arranged with his/her supervisor.

20.6: Vacation Pay.
Vacation pay shall be computed on the basis of the employee's rate at the time vacation is taken. An employee will be given his/her vacation pay with the weekly paycheck received immediately preceding his/her vacation.

20.7: Maximum Accumulation.
On December 1st each year a computation will be made to determine the number of accumulated vacation days for each employee. Any employee who has accumulated more than two hundred forty (240) hours of vacation, as of December 1st, shall be paid for all hours in excess of two hundred forty (240) at the rate of pay in effect on December 1st and shall have the number of accumulated vacation days reduced accordingly.

All employees are encouraged to use excess vacation hours prior to this time since vacation is meant to allow employees time for rest and relaxation away from their place of employment.

20.8: Sick Leave.
Sick leave shall be given at the rate of eight (8) hours for each month of continuous service, with unlimited maximum accumulation.

20.9: Sick Leave payment on separation or death.

A. One-half (1/2) of accrued unused sick leave days, to a maximum of four hundred eighty (480) hours, will be paid upon death to an employee's estate. An employee with ten (10) or more years of fulltime service will, upon separation from County service receive one-half (1/2) of his/her accrued unused sick leave to a maximum of four hundred eighty (480) hours. This pay off of sick leave will be included for the purpose of final average compensation (FAC), regardless of when pay off is received.

B. An employee with twenty (20) or more years of full time service will, upon separation from County Service, or death, receive an additional one quarter (1/4) of his/her unused sick leave to a maximum of two hundred forty hours (240). The additional one quarter (1/4) sick leave payout shall be deposited into the employee's health care savings account, or in the case of death to the employee's estate, and shall not be included for the purpose of determining final average compensation.

20.10: Sick Leave Payoff.
Commencing January 1 of each year, if an employee uses thirty-two (32) hours or less during a calendar year, the Employer will pay fifty percent (50%) of the sick leave earned and not used by the

employee for that year. The remaining earned sick leave not paid off or used will be accumulated. The employee has the option as to whether he/she wants to be paid off sick leave as noted above or whether he/she wants to accumulate same. The option must be exercised on or before December 1 of each year. Employees choosing the sick leave payoff option who use sick leave between the time the annual payoff is calculated and the first of the following year will have that sick leave included in the calculation for sick leave payoff eligibility for the following year.

Example: After January 1 of each year, an employee does not use any sick leave which he/she has earned in the calendar year. That employee will be paid off forty-eight (48) hours of sick leave if he/she exercises his/her option.

20.11: Sick Leave Use.
An employee eligible for sick leave with pay may use such leave for the following:

A. Absence due to illness of the employee or the employee's immediate family which is limited to employee's spouse, children and parents.

B. Absence to act as pallbearer.

20.12: Sick Leave Records.
Only the sick leave record kept by the Controller's office shall be considered official. These records may be reviewed by the employee.

20.13: Probationary Employees.
Notwithstanding anything to the contrary elsewhere in this Agreement, probationary employees shall not be eligible to earn vacation time during their probationary period and may not use paid vacation until they have completed their probationary period with the Employer. However, upon successfully completing their probationary period, employees will have credited to their vacation accumulation the vacation time that they would have earned during their probationary period. Any necessary time off during the probationary period shall be approved by the Sheriff and shall be unpaid.

20.14: Personal Days:
Up to four (4) days of paid time off (sick leave, vacation leave, or compensatory time), per calendar year, may be used by an employee with a minimum of forty eight (48) hours prior notice to Administration. In the case of a bona fide emergency, as determined by the Sheriff, the forty eight (48) hour notice will be waived. Time taken under this section must be used in full or one-half (1/2) shift increments.

ARTICLE 21 LEAVES OF ABSENCE

21.1: Military Service Leave.
The Employer and the Union agree that the matter of leave of absence for an employee during the period of his/her military service with the armed forces of the United States, and of his/her reinstatement thereafter, shall be governed by applicable statutes.

21.2: Association Business Leave.
An employee shall have the right to make written application for a leave of absence for Association business for a period not to exceed three (3) days. Written application shall be made at least seven (7) days prior to the first day covered by the leave of absence. Granting of the leave shall be at the discretion of the Sheriff.

21.3: Family and Medical Leave.

A. General

1. All regular employees who have completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months may request a Family and Medical Leave Act ("FMLA") leave of absence for a period not to exceed twelve (12) weeks (84 days) in any one calendar year. All foreseeable requests must be addressed to the Sheriff in writing not less than thirty (30) days before the date the leave is to begin and must include the reason for the request, give the expected duration of the leave and be approved by the Sheriff. Unforeseeable leave requests must be provided to the Sheriff as soon as practicable. The FMLA leave of absence shall commence when the employee takes his/her first day off associated with the Family Medical Leave Act, or when the employee takes time off allowed under the FMLA, whichever is sooner. A FMLA leave of absence may be granted in the following cases:

(a) A serious health condition that makes the employee unable to perform the functions of his/her position;

(b) In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;

(c) Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter; or

(d) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

2. The Employer shall require employees to exhaust all accrued paid leave prior to an unpaid leave of absence.

3. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.

4. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.

5. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.

6. It is the intent of the Employer that this Article fully complies with the requirements of the Family and Medical Leave Act of 1993.

B. Continuation of Benefits. All family leaves of absence shall be without pay and benefits. The only exception to this policy is that the Employer shall continue to pay health and life insurance premiums for eligible employees who have at least 1250 hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved family leave of absence. This twelve (12) week period shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick leave time, vacation time, approved personal leaves, and family leave under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. Employees may continue insurance coverages at their own expense during an unpaid family leave of absence after the periods noted above to the extent required by federal law. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.

C. Reinstatement After Leave. When a family leave of absence is granted for more than twelve (12) weeks, the Employer does not guarantee that the employee will be reinstated in their former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer. However, every effort will be made to place the employee in a position for which he/she is qualified. If no positions are available, the employee will be given top consideration as job openings occur in line with their qualifications.

D. Notice. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

1. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;

2. Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.

E. Certification for Medical Leaves. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it sates:

1. The date on which the serious health condition commenced;

2. The probable duration of the condition;

3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;

4. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;

5. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;

6. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;

7. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and

8. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

F. Second Opinion. In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.

G. Resolution of Conflicting Opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.

H. Subsequent Recertification. The Employer may require that the eligible employee obtain subsequent recertification on a reasonable basis.

I. Return-To-Work Certifications. The employee shall submit a medical certification as to the employee's ability to resume work after 1) all unpaid leaves in excess of thirty (30) days taken for the employee's health or injury reasons; 2) all unpaid leaves taken for the employee's mental health reasons; and 3) after any absence from work during which the employee received workers compensation benefits. Employees shall be provided specific notice that a return to work certificate is required when they go on unpaid leave, or when it is determined that the leave will require such a return to work certification.

21.4:Seniority; Return.
Employees shall accrue seniority while on any leave of absence granted under the provisions of this Agreement.

ARTICLE 22 BEREAVEMENT PAY

22.1: Bereavement Leave.

A. When death occurs in an employee's immediate family (i.e., spouse, parent, parent of a current spouse, grandparent, child or stepchild, brother or sister, brother-in-law or sister-in-law, or grandchildren), the employee on request will be excused for up to three (3) calendar days immediately following the date of death, provided he/she attends the funeral. Immediate family is defined as follows: Spouse, children, stepchildren, mother, father, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, grandparent's of an employee's spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt or uncle. An additional one (1) day of leave shall be granted in cases in which the funeral services for the deceased are held outside the State of Michigan. In instances where the burial is on a date different from the funeral, the days may be split to allow attendance at both the funeral and the burial. Employees are also eligible for funeral leave if acting as a pallbearer in any funeral. Should a death occur among the following family members (i.e., spouse, child, parent) of an employee, the employee shall be allowed two (2) additional days with pay using sick leave days or vacation leave days. The choice to use sick or vacation leave for the additional days will be at the employee's discretion.

B. Absence to act as pallbearer or serve as a participant in a funeral service, other than under A above shall be limited to one (1) day, deducted from the employee's sick or vacation leave bank.

22.2: Step-Relations.
Step-parents, step-brothers and step-sisters shall also be included above if the step-relationship began before the employee reached his/her eighteenth (18th) birthday.

ARTICLE 23 MISCELLANEOUS

23.1: Residence.
All officers shall maintain a physical residence within twenty (20) miles of the County of Mecosta within three (3) months of completion of their initial probationary period.

23.2: Outside Employment.
While part-time outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall

outside or supplemental employment conflict with or impair the employee's responsibilities to the Department. Any employee desiring to participate in outside or supplemental employment must notify the Sheriff in writing prior to engaging in the outside or supplemental employment.

Employees engaging in outside or supplemental employment shall not wear his/her uniform or carry a firearm while on the outside or supplemental employment, except with the express permission of the Sheriff.

23.3: Political Activity.
All officers will have the right to participate in political activity while off duty and out of uniform. However, they shall not state that they are representing the Sheriff's Department except with permission of the Sheriff.

23.4: Agreement Copies.
The County will deliver to the President of the Association one copy of this Agreement for every member of the Association.

23.5: Mileage.
All officers that use their personal motor vehicles for official use when such use has been authorized by the Sheriff, Undersheriff, or officer in command shall be reimbursed as follows:

A. The Employer shall reimburse the employee for each mile of official use in accordance with the rate established by the Internal Revenue Service's Standard Mileage Rate for Simplified Method of Computing Deductible Costs in the Operating of Passenger Automobiles for Business Purposes for Employees, as established by Revenue Procedure 80-7 and updates thereof.

B. Miles shall always be computed on the basis of the shortest distance between the point of departure and designation.

C. There shall be an explanation given to all claims made to the Employer for reimbursement expenses for all trips. Parameters of what is a sufficient explanation shall be established by the Employer.

23.6: Gender.
All reference to employees in this Agreement designates both sexes, and whenever male gender or female gender is used, it is to be construed to include both male and female employees.

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

23.8: Binding Effect.
The terms and conditions of this Agreement shall be binding on the parties, and upon the Sheriff's Department employees and management, upon ratification of the Agreement by the bargaining unit members and by the Mecosta County Board of Commissioners and the Mecosta County Sheriff.

ARTICLE 24 INSURANCE

24.1: Health Insurance.
The County will provide health insurance coverage for all full-time employees and their dependents. The insurance coverage will be a basic insurance plan consisting of the Blue Care Network Healthy Blue Living 5 Plan as described in the Mecosta County Plan Document, or its equivalent.

24.2: Basic Plan.
The basic insurance program shall include a $10.00 generic/$40.00 Brand name prescription drug rider with the Blue Care Network Two Tier Closed Formulary Plan, with contraceptive coverage.

24.3: Premiums.
The employee premium cost share shall be 10% for each classification (single/two party/family) so long as the resulting Employer premium cost share for each classification does not exceed the PA 152 caps. If the premium increases to more than 110% of the cap for any classification the employee premium cost share shall be the amount over the cap. Payment of the employee's share shall be made through payroll deduction.

24.4: Dental and Vision Coverage.
The County agrees to provide dental coverage and vision care coverage for all full-time employees and their dependents. If an employee chooses they may waive Dental and/or Vision Coverage and apply the premium amount to the employee’s share of the premium for Hospitalization Insurance. If the waived coverage exceeds the employee’s share of the premium for Hospitalization Insurance no refund will be made to the employee. Employees waiving Dental and/or Vision Coverage will only be allowed to re-enroll for these coverages during the annual open enrollment period.

24.5: Waiver.
Bargaining unit members who are personally covered under another health insurance program (i.e., through spouse's employer) and therefore not electing health insurance coverage may receive $2708.00 annually, if waiving health insurance, and $3,000 annually if waiving health, dental, and vision insurance. The waiver amount may be applied to an IRA or deferred compensation plan in which the County participates, in the employee's name, or be paid as additional compensation. A list of approved IRA investment sources and deferred compensation plans will be provided by the County upon request. An employee electing this option bears the risk of being denied coverage later for pre-existing conditions and shall only be eligible to enroll as determined by the insurance carrier according to the Health Insurance Portability and Protection Act (HIPPA).

24.6: Life Insurance.
Life insurance coverage will be $20,000 and accidental death and dismemberment insurance will be $40,000 per employee ($20,000.00 life plus $20,000.00 accidental death and dismemberment).

24.7: Carriers.
The Employer retains the right to change insurance carriers, providing substantially equivalent insurance is provided.

24.8: Retiree Health Care.

A. Full time Employees, who retire from County service and are immediately eligible to receive MERS benefits, may at their own expense, continue group health insurance and dental insurance for themselves and their spouse at the time of retirement, by paying the premiums. Coverage and premiums for retirees, prior to eligibility for Medicare, will be the same as that of active employees. An employee's surviving spouse, covered under the County's Retiree Health Insurance, may at their own expense continue group health insurance and dental insurance by paying the premiums. This continuation is contingent upon the insurance carriers permitting retired employees and surviving spouses to pay for same.

B. Full time employees, hired prior to January 1, 2008, who retire from County service with 25 or more years of continuous service, and are immediately eligible to receive MERS benefits, shall receive $100 per month towards retiree health insurance, through the County Plan, until achieving 65 years of age.

C. The County contribution for Retiree Health Care for full time employees hired after January 1, 2008 shall be as provided in section 24.9.

24.9: Health Care Savings Program.
The County agrees to participate in the MERS Health Care Savings Program contingent upon all Sheriff's Office Bargaining Units agreeing to participate. The County will contribute five dollars ($5) per month to the program for each eligible employee. Additional Employee contributions will be in accordance with MERS Program Requirements.

24.10 Other Insurance Options.
The Union may request another Health Care Plan, if agreed to the members shall pay 100% of the premium cost over the employer share of the HBL 5 Plan.

If the County offers another healthcare plan, to any unit, members shall be allowed to voluntarily enroll in that plan. This does not apply to any Public Act 312 award of another plan.

ARTICLE 25 SALARIES

25.1: Promotions.
A bargaining unit employee that is hired into a higher paying bargaining unit classification shall be paid at the lowest step of the higher classification which provides an increase.

25.2: Merit Raises.
Special consideration may be given by the Employer in the form of one (1) merit raise not to exceed the next step in the progression.

25.3: Salary Schedule.
The salary schedule is set forth in Appendix "A" attached hereto and, by this reference, made a part hereof.

ARTICLE 26 SHIFT PREMIUM

26.1: Shift Premium.
Employees working any shift, which begins between the hours of 12:00 p.m. and 4:00 a.m., shall be paid a shift premium of fifty cents ($.50) per hour.

ARTICLE 27 PENSION

27.1: Pension.
At the Employer's cost, employees hired prior to January 1, 2000, shall be covered under the Michigan Municipal Retirement System (MERS) with the following benefit levels:

B-4 (multiplier)
F-50/25 (age and service)
E-2 (cost of living)

Employees hired after January 1, 2000 shall be covered under the Michigan Municipal Retirement System (MERS) Defined Contribution Plan (D/C). When an employee is hired the employee will have two options to choose from. The employee's option choice is final and irrevocable.

- Option 1: The employer contributes six percent (6%) of the employee's salary to the retirement plan and the employee contributes zero percent (0%).
- Option 2: The employer contributes nine percent (9%) of the employee's salary to the retirement plan and the employee contributes three percent (3%) of salary to the plan.

Vesting of the D/C plan will be in accordance with the following schedule:

Completed Years of Service	Percent vested
2 years	20%
3 years	40%
4 years	60%
5 years	80%
6 years	100%

ARTICLE 28 JOB DESCRIPTIONS

28.1: Job Descriptions.
The Employer shall provide to the Association copies of any changes in job descriptions prior to changes becoming effective.

ARTICLE 29 SEPARABILITY

29.1: Separability.
If any section of this Agreement, or any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and/or any rider thereto, or the application of such section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

29.2: Negotiations.
In the event that any section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

ARTICLE 30 MEDICAL EXAMS

30.1: Medical Exams.
Each officer will be required to take a medical exam if the Employer has a reasonable basis to question the ability of the employee to perform his/her regular duties. Failure to pass the exam may result, as determined by the Sheriff, in any or all of the following:

A. Reassignment until the problem(s) is corrected.

B. The Sheriff may require a medical leave of absence immediately if medical conditions warrant the same. The employee may use accumulated sick leave, vacation and comp time, however, if an employee is required to take a medical leave of absence. The employee may seek workers' compensation, if applicable.

C. The Sheriff may terminate the employment of the employee if the problem is not corrected within one (1) year.

30.2: Psychological Exams.

Each officer may be required to take a psychological evaluation examination if the Employer has a reasonable basis for requiring such an examination. Failure to pass this exam may result, as determined by the Sheriff, in any or all of the following:

A. Reassignment until the problem(s) is corrected.

B. The Sheriff may require a medical leave of absence immediately if psychological conditions warrant the same. The employee may use accumulated sick leave, vacation and comp time, however, if an employee is required to take a medical leave of absence. The employee may seek workers' compensation, if applicable.

C. The Sheriff may terminate the employment of an employee if the problem is not corrected within one (1) year.

30.3: Tests.

Each officer may be required to take a test for the presence of alcoholic beverages while on duty or for the use of controlled substances, when the Employer has a reasonable basis for requiring the test. The basis for requiring the test shall be placed in writing and given to the employee when the test is required. Failure to take the test shall be grounds for discharge. Failure to pass the test may result, as determined by the Sheriff, in any or all of the following:

A. Reassignment until the problem(s) is corrected.

B. The Sheriff may require a medical leave of absence immediately if medical conditions warrant the same. The employee may use accumulated sick leave, vacation and comp time, however, if an employee is required to take a medical leave of absence.

C. The Sheriff may terminate the employment of the employee if the problem is not corrected within one (1) year, or in the case of use of a non-prescribed controlled substance, the problem reoccurs after the initial incident. In the event the employee fails to pass the test, the Sheriff may subsequently retest the employee as deemed appropriate for up to two (2) years after the initial incident, or the employee's return to work, whichever occurs latest.

D. The Sheriff also reserves the right to take disciplinary action or discharge, as may be deemed appropriate, when a test is failed, and any such disciplinary action or discharge will be a proper subject for the grievance procedure.

30.4: Costs.
The Employer shall pay for the initial medical exam and any tests. Any treatment costs shall be the responsibility of the employee.

30.5: Medical Disputes.
The employee may obtain a second opinion, at the employee's expense, and in the event that there is a dispute between the Employer's doctor and the employee's doctor, both of these doctors shall select a third doctor whose decision shall be final and binding on the parties. The expense of the third doctor's opinion shall be split 50/50 by the Employer and the employee, if not covered by the employee's insurance.

30.6: Type of Tests to be used.
It is hereby understood and agreed, between the parties that unless otherwise expressly agreed, the following tests shall be used pursuant to Section 31.3:

A. Alcohol tests:

1. The initial test shall be a breathalyzer test.

2. If immediately requested by the employee, the initial test will be confirmed by a second breathalyzer test, or, if requested by the employee, a blood test.

B. Controlled substance tests:

1. The initial test shall be a Mass Spectroscopy (MS) or similar Test.

ARTICLE 31 PROMOTIONS

31.1: Definition.
Under this Article, the term "Promotions" shall mean an employee moving from the Corrections Officer, or Court Officer, classification to the Corrections Sergeant classification. This Article shall apply only to these promotions.

31.2: Eligibility.
The Employer will make promotions within the bargaining unit of its employees who possess the general qualifications for the job under consideration pursuant to the following criteria:

A. Eligible employees must have three (3) years continuous service in the Corrections Officer or Court Officer classifications, or a combined three years of continuous service in the Corrections Officer and Court Officer classifications.

B. Employees must have the ability to perform the work in question.

C. Promotion shall be on a competitive basis.

31.3: Examination.
All full-time promotional vacancies within the bargaining unit shall be filled by competitive examination using the following criteria:

Oral Examination	Written Examination	Attendance and Job Evaluation	Departmental Seniority
30%	25%	35%	10%

31.4: Posting of Vacancies.
Promotional vacancies will be posted for a period of ten (10) calendar days in a conspicuous place in the work areas of the unit.

31.5: Posting Period.
The Employer will not be obligated to consider a request for promotion from an employee unless he submits his request during the posted period.

31.6: Promotion Panel.
The Sheriff shall establish a three (3) member panel to evaluate employees through an oral examination.

31.7: Promotion within 30 Days of Examination.
Promotions shall be made within thirty (30) days of the conclusion of the competitive examination with the Sheriff selecting from the two (2) employees with the highest aggregate score.

31.8: Promotional Probationary Period.
Promoted employees shall serve a twelve (12) months probationary period in their new classification. If a promoted employee does not satisfactorily complete the probationary period, as determined by the Sheriff, they shall be returned to their prior position, with the time spent in the higher classification counting toward the lower "classification and bargaining unit seniority". Promoted employees who complete the probationary period in the higher classification will have their lower classification "classification and bargaining unit seniority" frozen at the date of promotion and will not have time at the higher classification counted towards "classification and bargaining unit seniority" in the event they return to the lower classification.

ARTICLE 32 PERIODIC SHIFT PREFERENCE

32.1: Shift Preference.

A. Employees shall make their shift selection in accordance with the following:

1. Shift selection shall be in each classification by bargaining unit seniority for non-probationary employees.

2. Shift selection shall be for six-month periods, which shall begin the first pay period after April 1st and October 1st each year.

3. Shift selection shall be made at least thirty (30) days in advance of the schedule.

B. The Employer may change an employee's shift if just and reasonable cause can be shown. The employee shall be advised in writing as to reasons for change. Changes from preference shifts shall not be arbitrary or capricious.

C. If the Employer exercises a change under (B), the least senior employee on the affected shift shall be displaced.

D. Probationary employees, including persons on a promotional probation, shall be placed on the schedule at the discretion of the Employer.

E. Employees may change their shifts by mutual agreement between the affected employee(s) and the Employer, provided such changes do not result in overtime.

ARTICLE 33 CONTINUATION OF AGREEMENT

33.1: Term.
This Agreement shall become effective January 1, 2016 and shall remain in full force and effect until the 31st day of December, 2018, and from year-to-year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

ARTICLE 34 RETURN TO BARGAINING UNIT

34.1: Return to Bargaining Unit.

A. Promotion to Corrections Sergeant or a Non-Union Administrative Position: In the event that a bargaining unit member is promoted to Corrections Sergeant or a Non-Union Administrative Position, and within twelve (12) months of the promotion, the employee requests to return to the Corrections or Court Officer classification, or is demoted by the Sheriff, the employee will be permitted to return to the bargaining unit and shall retain as classification seniority all time spent as a Corrections or Court Officer and as a Corrections Sergeant.

B. Freezing of Classification Seniority: After completion of the twelve (12) month period in section A, the employee's classification seniority within this bargaining unit shall be "frozen" at the date of promotion. Employees promoted prior to January 1, 2003 will receive credit for all time spent within the bargaining unit prior to that date in determination of their "frozen" classification seniority. Any employee who requests to return to the Corrections Officer, Court Officer, or Animal Control classification, or is demoted by the Sheriff, will be permitted to return to the bargaining unit with classification seniority as "frozen" on the date of their promotion, or January 1, 2003. Any loss of seniority under the provisions of Article 11, section 1 of this agreement shall include the loss of all "frozen" seniority.

C. Maintenance of Classification Seniority List: In cooperation with the bargaining unit, the Employer shall maintain a classification seniority list of bargaining unit members. The Employer shall also maintain a "frozen" classification seniority list of employees eligible to return to the unit under this Article. Both lists shall be updated as necessary and provided to the unit for posting on the union bulletin board.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 7th day of December 2015.

POLICE OFFICERS ASSOCIATION
ASSOCIATION

_____
Timothy Lewis
Business Agent

MECOSTA COUNTY BOARD OF
COMMISSIONERS

_____
William Routley, Chairperson
County Board of Commissioners

_____
SHERIFF OF MECOSTA COUNTY

Todd Purcell
Mecosta County Sheriff

SHERIFF'S DEPARTMENT - SALARIES

APPENDIX A: Wage Scales

All changes in any pay scale or rate shall become effective the payroll period closest to the applicable effective date.

Animal Control

	2016	2017	2018
START	$35,039	$35,739	$36,454
1 YEAR	$37,355	$38,102	$38,864
2 YEAR	$38,978	$39,757	$40,552
3 YEAR	$41,837	$42,673	$43,527
4 YEAR	$42,670	$43,523	$44,394
5 YEAR	$43,335	$44,201	$45,085
10 YEAR	$43,614	$44,486	$45,376
15 YEAR	$43,906	$44,784	$45,680

Corrections/Court Officer

	2016	2017	2018
START	$34,180	$34,864	$35,561
6MONTH	$35,258	$35,963	$36,683
1 YEAR	$37,076	$37,817	$38,574
2 YEAR	$38,593	$39,364	$40,152
3 YEAR	$40,535	$41,346	$42,173
4 YEAR	$41,340	$42,167	$43,010
5 YEAR	$42,006	$42,846	$43,703
10 YEAR	$42,284	$43,130	$43,992
15 YEAR	$42,576	$43,428	$44,296

Clerical

	2016	2017	2018
START	$25,992	$26,512	$27,042
6MONTHS	$27,193	$27,737	$28,292
1 YEAR	$29,167	$29,750	$30,345
2 YEAR	$30,212	$30,816	$31,433
3 YEAR	$32,731	$33,386	$34,053
4 YEAR	$33,382	$34,050	$34,731
5 YEAR	$34,049	$34,730	$35,425
10 YEAR	$34,330	$35,017	$35,717
15 YEAR	$34,622	$35,315	$36,021

C. Maintenance of Classification Seniority List: In cooperation with the bargaining unit, the Employer shall maintain a classification seniority list of bargaining unit members. The Employer shall also maintain a "frozen" classification seniority list of employees eligible to return to the unit under this Article. Both lists shall be updated as necessary and provided to the unit for posting on the union bulletin board.

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