

**AGREEMENT BETWEEN THE GRATIOT
COUNTY BOARD OF COMMISSIONERS
AND THE
GRATIOT COUNTY SHERIFF'S
OFFICE AND THE
COMMAND OFFICER'S ASSOCIATION OF
MICHIGAN GRATIOT COUNTY SHERIFF'S
OFFICE**

JANUARY 7, 2020 - SEPTEMBER 30, 2021

TABLE OF CONTENTS

	Page
1. PURPOSE AND INTENT	1
2. RECOGNITION AND EMPLOYEES COVERED	1
3. AID TO OTHER UNIONS	1
4. MANAGEMENT RIGHTS AND RIGHTS OF THE SHERIFF	2
5. UNION SECURITY AND DUES FOR LAW ENFORCEMENT OFFICERS	3
6. UNION SECURITY AND DUES FOR NON-LAW ENFORCEMENT OFFICERS	4
7. UNION REPRESENTATION	5
8. UNION REPRESENTATION	5
9. DISCIPLINE AND DISCHARGE	5
10. GRIEVANCE PROCEDURE	7
11. COMPUTATION OF BACK WAGES	8
12. PROBATION	8
13. TRANSFERS	8
14. PHYSICAL EXAMINATION	9
15. BOND	9
16. DEPUTIES PROHIBITED TO DO DUTY FOR ANOTHER SECURITY UNIT	10
17. JOB POSTINGS AND PROMOTIONAL PROCEDURE	10
18. LEAVES OF ABSENSES	10
19. SICK LEAVE	13
20. HOURS OF WORK AND PREMIUM PAY	14
21. VACATIONS	16
22. LIFE, HOSPITALIZATION AND DISABILITY INSURANCE	16

23.	RETIREMENT	18
24.	UNIFORMS	24
25.	GENERAL	24
26.	COMPENSATION	25
27.	EDUCATION INCENTIVE	26
28.	LETTERS OF AGREEMENT/UNDERSTANDING	26
29.	SAVINGS CLAUSE	26
30.	SUCCESSORS CLAUSE	26
31.	TERMINATION AND MODIFICATION	26
	SIGNATURE PAGE	27
	APPENDIX A – WAGES	
	APPENDIX B - SUMMARY OF HEALTH AND DENTAL PLANS	
	APPENDIX C - SUMMARY EMPLOYER CONTRIBUTIONS TO RETIREE HEALTH CARE SAVINGS PROGRAM	
	APPENDIX D - SENIORITY LIST	
	APPENDIX E – DRUG TESTING POLICY	

AGREEMENT

THIS AGREEMENT entered into this 7th day of January, 2020, between the Gratiot County Board of Commissioners, the Sheriff of Gratiot County, hereinafter referred to as the “County,” and the Command Officers Association of Michigan (COAM), Gratiot County Sheriff's Office unit, hereinafter referred to as the “Union.”

ARTICLE 1 PURPOSE AND INTENT

Section 1. The general purpose of this Agreement is to set forth the terms and conditions of employment, and promote orderly and peaceful employment relations for the mutual interest of the County by and through its Sheriff's Office, and the Employees by and through the Union.

Section 2. The parties recognize the responsibility of the Sheriff of Gratiot County as the people's elected official, to operate and manage the Sheriff's Office for and on behalf of the County, and to carry into effect on the County's behalf, the provisions of this Agreement. The parties further recognize that the interests of the community and job security of the Employees depend upon the County and the Sheriff's success in establishing a proper service to the community.

Section 3. To these ends, the County, through the Sheriff, as hereinafter provided, and the Union, encourage the fullest degree of friendly and cooperative relations between respective representatives at all levels and among all Employees.

Section 4. The parties prescribe to the principal of equal opportunity and agree to apply the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political, or union affiliation.

ARTICLE 2 RECOGNITION AND EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the County recognizes the Command Officers Association of Michigan as the exclusive bargaining representative for the bargaining unit for the purpose of collective bargaining and respective rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, for all command staff eligible under PA 312, of the Gratiot County Sheriff's Office.

ARTICLE 3 AID TO OTHER UNIONS

The County and the Sheriff 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.

ARTICLE 4
MANAGEMENT RIGHTS AND RIGHTS OF THE SHERIFF

Section 1. Unless specifically limited by provisions elsewhere in this Agreement, nothing in this Agreement shall restrict the Employer in the exercise of its function of management under which it shall have, among others, the right to hire new Employees and to direct the work force, to discipline, suspend, discharge for just cause, transfer or lay off Employees, require Employees to observe Sheriff's Office rules and regulations, to decide the services to be provided the public, schedules of work, work standards, and the procedures by which such work is to be performed. It is agreed that this list of management rights is not a complete list. The exercise of the foregoing rights and responsibilities shall be limited by other provisions of this Agreement, as well as by the Constitution and the laws of the State of Michigan and the Constitution of the United States.

Section 2. Reserved Rights: The Union and the bargaining unit recognize and agree that the Sheriff is charged with certain powers, rights, authority, duties and responsibilities by the laws and Constitution of the State of Michigan and of the United States which he/she must assume and discharge, and which may not be delegated.

Section 3. The Sheriff retains the sole and exclusive right to manage and operate the Gratiot County Sheriff's Office in all of its operations and activities. Among the rights of the Sheriff, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be required; to determine the nature and number of the facilities to be operated within the Sheriff's Office and their location; to direct and control operations; to study and use improved methods and equipment; to determine the quantity and quality of service to be rendered; the control of materials; tools and equipment to be used, materials or methods of operation; to introduce new equipment; methods and machinery, change or eliminate existing equipment and institute changes in the supplies to be used and purchased; the construction of any new facilities or the improvement of the existing facilities, to determine the size of the work force and increase or decrease its size; to determine the number of hours worked; to establish work schedules; and in all respects to carry out the ordinary and customary functions of management. The Employer retains the right, based upon economic and/or program needs, to subcontract or relocate work performed by unit employees and may enter into inter local agreements with other municipalities. This provision shall not be interpreted to permit, pursuant to this Agreement, the Employer to subcontract corrections or road patrol functions performed by corrections officers or road patrol officers without engaging in such decisional and effects bargaining required by law.

Section 4. The Employer shall also have the right to hire, demote for just cause, discharge for just cause, release, discipline, promote, assign, transfer, layoff and recall personnel, to establish penalties for violation of such rules, to make judgments as to ability and skill; to determine work loads, to establish and change work schedules, to provide and assign relief personnel and otherwise direct the duties of the Gratiot County Sheriff's Office in all its operations and activities.

Section 5. The Union hereby agrees that the Sheriff retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically or expressly limited by this Agreement. The exercise of any management right shall not be inconsistent with any of the terms of this Agreement. The Sheriff shall retain the right to create new job classifications as the need arises, provided that the rate of pay for said new classifications shall be subject to negotiation between the parties.

ARTICLE 5
UNION SECURITY AND DUES FOR LAW ENFORCEMENT OFFICERS

Section 1. In order to become members of Union, eligible employees must complete the Dues Check Off Card within 30 days of beginning employment or within 30 days of execution of this Agreement. Employees shall be deemed to be in compliance with this section if not more than 30 days in arrears in payment of membership fees.

Section 2. Employees shall tender monthly check-off membership dues by signing an Authorization for Check-Off Dues form. Dues to be deducted as provided in Section 4 of this Article 5.

Section 3. During the life of this Agreement and in accordance with the terms of the form of authorization for check off of dues or service fee, hereafter set forth, the County agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each Employee who executes or has executed the "Authorization for Check-Off Dues" form contained herein.

Section 4. Check-Off Deductions under all properly executed Authorization for Check-Off Dues form shall become effective at the time the application is signed by the Employee and shall be deducted commencing one month from date of hire, and the first pay of each month thereafter.

Section 5. Deductions for any calendar month shall be remitted to the designated financial officer of the Union with the list of those from whom dues have been deducted as soon as possible after the 15th day of each month.

Section 6. An Employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of the Employees following the end of the month in which the termination took place.

EXECUTIVE OFFICES
Command Officers Association of
Michigan DUES CHECK OFF CARD

I hereby request and authorize to be deducted from my wages earned while a Sheriff's Office employee, a labor representation fee of \$_____per month. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit. The amount deducted for the labor fee shall be paid by the 10th of each month to the Command Officers Association of Michigan,

(Print) Last Name	First Name	Middle Initial
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Address	City	State	Zip
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Social Security Number	SIGNATURE	Date
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Section 7. The Union agrees to defend, indemnify, and save the County and/or the Sheriff harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fees, or reliance on 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.

ARTICLE 6
UNION SECURITY AND DUES FOR NON-LAW ENFORCEMENT OFFICERS

Section 1. Employees shall tender monthly check-off membership dues by signing an Authorization for Check-Off Dues form. Dues to be deducted as provided in Section 4 of this Article 6.

Section 2. During the life of this Agreement and in accordance with the terms of the form of authorization for check off of dues or service fee, hereafter set forth, the County agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each Employee who executes or has executed and has not withdrawn the "Authorization for Check-Off Dues" form contained herein.

Section 3. Check-Off Deductions under all properly executed Authorization for Check-Off Dues form shall become effective at the time the application is signed by the Employee and shall be deducted commencing one month from date of hire, and the first pay of each month thereafter.

Section 4. Deductions for any calendar month shall be remitted to the designated financial officer of the Union with the list of those from whom dues have been deducted as soon as possible after the 15th day of each month.

Section 5. An Employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of the Employees following the end of the month in which the termination took place. If an Employee withdraws his/her check-off authorization form, in writing to the County and the Union, no deduction shall be made commencing with the first full pay-period more than thirty (30) days after the withdrawal authorization is received by the County. The County is not responsible for refund to the Employee if he/she has duplicated check-off deduction by direct payment to the Union.

EXECUTIVE OFFICES
Command Officers Association of
Michigan DUES CHECK OFF CARD

I hereby request and authorize to be deducted from my wages earned while a Sheriff's Office employee, a labor representation fee of \$ _____ per month. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit.

The amount deducted for the labor fee shall be paid by the 10th of each month to the Command Officers Association of Michigan (COAM). I recognize that by executing this Authorization Form, I will be bound to the COAM Dues and Check-Off unless and until I provide the COAM and the County with written notice of the withdrawal of this Authorization

Form. Such a withdrawal shall not be effective until the first full pay period more than thirty (30) days after the County receives the written withdrawal.

(Print) Last Name	First Name	Middle Initial
Address	City	State Zip
Social Security Number	SIGNATURE	Date

Section 6. The Union agrees to defend, indemnify, and save the County and/or the Sheriff harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fees, or reliance on 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.

Section 7. Non-COAM Employees that have their position covered by this Agreement shall not be permitted by the Union to vote on the contract or attend Union meetings.

**ARTICLE 7
UNION REPRESENTATION**

Section 1. Union representation shall be handled by a Bargaining Committee comprised of two unit members and an alternate member when necessary.

Section 2. In the event that it becomes necessary, by reason of emergency or required attendance in Court, for more than one alternate to attend any bargaining session, then that session may be adjourned by mutual agreement.

**ARTICLE 8
UNION REPRESENTATION**

Section 1. The Union shall be represented by a Union President, Vice President, and one Alternate who shall all be regular employees. It will be the duty of the Union President, Vice President, or Alternate to present grievances of the employees to the Sheriff without loss of pay or overtime. The Vice President shall act in the absence of the President and the Alternate shall act in the absence of either.

Section 2. In Order to facilitate negotiations, up to two union employees shall be paid if a negotiation session with the Employer occurs on the Employee's scheduled day off or during non-work hours. However, such time shall not be considered at hours worked for purposes of, among other things, overtime or compensatory time.

**ARTICLE 9
DISCIPLINE AND DISCHARGE**

Section 1. Rules: In any case where disciplinary action may be taken, both the list of offenses and the punishment prescribed for said offenses contained in the Gratiot County Sheriff's Office

General Rules and Conduct will be followed. The General Rules may be modified or amended from time to time, provided that the Sheriff submits said modification to and consults with the Union Representative before same is put into effect.

Section 2. Charges: Any charges resulting in such discipline or discharge shall be reduced to writing by the Sheriff or Undersheriff, citing the specific offense and/or appropriate law or ordinance which the Employee is alleged to have violated. A copy shall be furnished to the Employee against whom the charges are brought, and to the Union Representative. If the disciplinary action is based upon a citizen's complaint, the name of the complainant shall be set forth.

Section 3. Representation: At the time the discipline is imposed, the Employee, whom the charges have been made against, may be represented by a Union representative if he/she so chooses.

Section 4. Past Infractions: In imposing any discipline on a current charge, the Employer will not base his decision on any offense which occurred more than two (2) years previously, unless directly related to the current charge.

Section 5. Suspension: The Sheriff reserves the right to suspend Employees, provided suspension is a proper remedy for the particular offense charged under the Gratiot County Sheriff's Office General Rules and Conduct above cited. This suspension may take the form of a suspension from regular duties and temporary assignment to other duties, suspension from all duties with pay, or suspension from all duties without pay, at the Sheriff's sole discretion. In the event an Employee is exonerated of criminal charges causing suspension, or in the event that he/she is exonerated through the grievance procedure, he/she shall be reinstated and compensated for all back wages and benefits lost due to the suspension. The Sheriff shall make available to the person notified of suspension, space on County premises to permit the Employee to consult with the bargaining unit representative or legal counsel.

Section 6. Inactivation: The Sheriff shall have the right to inactivate any Employee for a period not to exceed 30 days while he/she is conducting an investigation on any matter pertaining to said Employee. During such inactivation, the Employee shall remain on the payroll. At the sole discretion of the Sheriff, the Employee may or may not retain all Sheriff's Office equipment. Inactivation shall not be deemed to be a punishment. In the event the inactivation lasts longer than one week, the Employee shall be advised of the status of the investigation weekly.

Section 7. Special Inactivation: If an Employee shoots and kills or injures a person while in the line of duty, that Employee may be, on said Employee's request, or request of the Sheriff, inactivated for a period of three days, except during periods of emergency.

Section 8. Reassignment: The Sheriff shall have the right to reassign an Employee instead of suspending or inactivating generally or specially in lieu of such suspension, inactivation or special inactivation. Acceptance of such assignment by the Employee shall be without prejudice and upon completion of any investigation, said Employee shall be entitled to his/her job back.

Section 9. Polygraph: No Employee shall be required, as a condition of employment, to take a polygraph examination or be discriminated against for refusing to take such examination in connection with any investigation which could result in disciplinary action.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that a grievance is any dispute, controversy, or difference between the parties to this Agreement or any issue with respect to or concerning the interpretation or application of this Agreement or any terms or provisions thereof. No matter respecting the provisions of any of the insurance or pension retirement programs set forth in this Agreement shall be subject to the Grievance and Arbitration Procedures established under this Agreement.

Any Employee having a complaint in connection with his/her employment shall present it to the Employer within five (5) calendar days of the incident or the Employee having knowledge of the incident. All non-disciplinary complaints shall be commenced at Step A and all disciplinary complaints may be commenced at Step C below.

- A. Before initiating a written grievance the Employee must first discuss the matter orally with the Sheriff or the Undersheriff.
- B. If the matter is not so resolved, the Union representative and Employee shall discuss complaint with the Sheriff, Undersheriff.
- C. If a complaint is not resolved in Step A or B, the complaint will be reduced to writing on the regular grievance form provided by the local Union, signed by the Employee, and presented to the Sheriff or Undersheriff within five (5) calendar days of the completion of step B. The Sheriff or Undersheriff shall have ten (10) calendar days after receiving the grievance to answer the grievance.
- D. If the grievance is not settled, either party may, within ten (10) calendar days after receiving the Sheriff's or Undersheriff's answer, request in writing a meeting which shall be set at a mutual agreeable time and place, between the Union representatives and the Sheriff, County Administrator and/or Undersheriff and/or a designee(s) to review the matter. The grievant shall be present at this meeting. Such meetings, if requested, shall be held within thirty (30) days after the date of the written request. The Sheriff will render his/her decision within ten (10) calendar days of the meeting.

Section 2. Arbitration: If the grievance is not settled by the step(s) above, recognizing that step D is optional, the Union may submit such grievance to arbitration. The submission is to be made within thirty (30) days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the FMCS in accordance with its voluntary rules and regulations then existing, within the time specified above. Such rules should govern the arbitration hearing.

The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement nor, to make any recommendations with respect thereto. Both parties agree to be bound by the award of the arbitrator and that the cost of any arbitration proceeding under this provision shall be born equally between the parties, but the fees and wages of the representatives, other than bargaining Employees, shall be born with parties incurring them.

Section 3. Time Limit: The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be

considered resolved. If the time procedure is not followed by the Employer, the grievance may be advanced to the next step by the Union. The Sheriff and Union may, by mutual agreement, extend the time limits of the grievance procedure.

ARTICLE 11 COMPUTATION OF BACK WAGES

No claim for back wages awarded through the grievance procedure shall exceed the amount of wages the Employee would otherwise have earned at his/her regular straight time rate, less any and all compensation, including unemployment compensation, the employee received from any other source.

ARTICLE 12 PROBATION

Section 1. Promoted Employees shall be considered as probationary Command Staff for one year from the date of their promotion. When a Command Officer finishes a probationary period, by accumulating 2080 hours of continuous employment, he/she shall no longer be considered probationary.

Section 2. The Union shall represent probationary Command Staff for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other specified conditions of employment as set forth in Article 1 of this Agreement, however, probationary Employees who are being discharged and/or disciplined for other than union activity shall not have access to the grievance procedure, however, the Union shall be notified prior to said discipline or discharge.

Section 3. The seniority of an Employee which has been lost under any of the above provisions may be restored in full or in part by mutual Agreement between the Sheriff and the Union for retirement purposes only and only if the Employee pays back funds which he/she was refunded from the retirement fund at the time his/her seniority was terminated.

Section 4. Sheriff's Office seniority shall be from the last date of hire except as provided otherwise in this Article.

ARTICLE 13 TRANSFERS

If an Employee is transferred within the Office but out of the POAM bargaining unit, he/she shall accumulate seniority from the time he/she left the bargaining unit, to be available if or when he/she returns to the POAM bargaining unit. Employees transferred under the above circumstances will retain all rights accrued prior to transferring out, of the POAM bargaining unit and any benefits provided in this Agreement when he/she returns to the POAM bargaining unit.

ARTICLE 14
PHYSICAL EXAMINATION

Section 1. All Employees of the Sheriff's Office may be required to submit to an annual basic physical examination. A basic physical examination shall be defined as a basic medical evaluation performed to determine if an employee is mentally or physically capable of performing the essential functions of a job without risk of injury to the worker or co-workers, and does not include physicals or medical examinations for any other purpose. All applicants for initial employment shall submit to an initial physical examination to determine their physical ability to perform their rated job. The physical examination shall be conducted by a local physician appointed by the County. The costs of one annual examination shall be borne by the County.

Section 2. The Co-Employers, Gratiot County Board of Commissioners and the Sheriff of Gratiot County, and the Union bargaining unit hereby agree to a drug testing policy as adopted in the negotiations for the current Agreement between the parties. This is attached as Appendix E.

The parties further agree that said policy shall be an addendum to the Agreement with the following save-harmless clause. "The County agrees to defend, indemnify and save the Union harmless against any and all claims, suits or any form of liability to anyone, arising out of any of the provisions of the drug testing policy."

Section 3. Employees may request an annual basic physical examination, and upon request, the Employer shall pay for the examination. The Employee shall first submit the bill for an Employee requested annual basic physical examination to their health insurance and the Employer shall pay any balance not paid by the health insurance carrier.

Section 4. The Sheriff reserves the right to require an employee, at the Employer's expense, if not covered by the Employee's insurance, to take a physical or mental examination (1) if it should appear that said employee is having difficulty in performing his/her duties, or (2) on return from any kind of leave of absence including but not limited to vacation, sick leave, or layoff. The physical or mental examination shall be given by a doctor selected by the Employer. If the Employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Sheriff or employee, the designated physician of the Employer and the Employee's doctor shall agree upon a third doctor to submit a report to the Employer and the Employee, and the decision of such third party shall be binding on all the parties. The expense of the third party shall be paid by the Employer if not covered by the Employee's insurance. On the basis of said examination, the Sheriff shall take appropriate action.

ARTICLE 15
BOND

Whenever a bond is required of an Employee for the carrying out of his/her specified duties as stated in the Employee's job description, the County in the normal course of the County's business shall pay the premium.

ARTICLE 16
DEPUTIES PROHIBITED TO DO DUTY FOR ANOTHER SECURITY UNIT

No Employee covered by this Agreement shall work for another security unit or another law enforcement agency without written consent of the Sheriff.

ARTICLE 17
JOB POSTINGS AND PROMOTIONAL PROCEDURE

Section 1. All open jobs or newly created positions within the bargaining unit shall be posted within seven days of the date of their occurrence for a period of 14 days, setting forth the minimum requirements for the position in a conspicuous place within the Sheriff's Office. Employees interested shall apply within the 14 day period. The Union President or, in his absence the Vice- President, will receive a copy of all postings from the Sheriff, of all written applications, showing acceptance or denial in writing, at the same time the procedures are carried out above. The Sheriff may temporarily fill any vacancy pending completion of the promotion procedure, for a period of up to 60 days.

Section 2. The Employee applying for the job and accepted for the position, may, within the Sheriff's Office, be granted up to a six month trial period to determine his/her ability to perform the work. In the event that the first candidate is unable to perform the work, the next candidate shall be elevated to the position, etc. The promotional list shall be posted and remain in effect for one year.

Section 3. In promotions to position above that of Road Patrol Sergeant, it is required that any applicant shall have had a minimum of three years seniority from the last date of hire within the classification of Road Patrol Sergeant within the Gratiot County Sheriff Office.

Section 4. Employees will be offered work normally performed within their respective classification before work is offered to Employees outside of the classification.

ARTICLE 18
LEAVES OF ABSENCES

Leaves of absence, unless hereinafter specified, shall be without pay.

Section 1. Leaves of absence are for employees who, in addition to their personal and vacation time, require time off from their employment. Any request for a leave of absence shall be submitted in writing by the Employee to the Sheriff. Requests shall state the reasons the leave of absence is being requested and the approximate length of time off the Employee desires.

Section 2. Authorization or denial for a leave of absence shall be granted solely at the decision of the Sheriff, except as required by law and shall be furnished to the employee by the Employer, and shall be in writing. Such decision shall not be arbitrarily and capriciously made.

Section 3. Family Medical Leave: An employee who has worked at least 1,250 hours in the preceding twelve (12) month period is eligible for a leave of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA). Such leave shall be granted (1) to care for a newborn son or daughter; (2) because of the placement of a son or daughter with the employee for adoption or

foster care; (3) in order to care for the spouse, son, daughter or parent of an employee who has a serious health condition; or (4) because of a serious health condition that makes the employee unable to perform the functions of his or her job; or, 5. For any “qualifying exigency” (as defined by the Secretary of Labor) arising out of the fact that the spouse, son, daughter, or parent of an employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

In addition, qualified unit employees may request a single leave of up to a total of 26 weeks of Family and Medical Leave If the employee is the spouse, son, daughter, parent or next of kin of a covered service member and requires leave to care for a “covered service member” who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.”

- A. A “covered service member” is a member of the Armed Forces, including the National Guard and Reserves, “who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for . . . an injury or illness incurred by the member in line of duty on active duty . . . that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.”
- B. The leave provided under this provision is combined with that set forth in paragraph 3 for a combined total of 26 weeks of FMLA leave during a single 12-month period. This means that if an employee also has some other FMLA-qualifying event in that 12-month period (for example, the birth of a child, or the employee’s own serious health condition), his or her total amount of FMLA leave during that 12-month period is still limited to 26 weeks. This also means that even if the service member’s recovery lasts longer than the initial 12 months, the 26 weeks of Service member Family Leave cannot be “renewed,” and the employee would not be eligible for an additional 26 weeks of Service member Family Leave in the following 12 month period.
- C. The Employer may require a certification by the service member’s health care provider.

Any eligible employee will be granted up to twelve (12) unpaid workweeks of leave during a rolling twelve (12) month period for leaves granted under FMLA. For any FMLA qualifying purpose, accrued vacation time, compensatory time, personal leave, or sick leave must be used until exhausted. When an Employee has used accrued vacation and sick leave for a portion of the FMLA leave, the Employee may request an additional period of unpaid leave to be granted so the total of paid and unpaid leave provided equals (12) twelve weeks. Any request for time off for a reason qualifying as FMLA leave shall be treated and designated as FMLA leave.

Section 4. Administrative Leave: One member of the bargaining unit, always an Employee, elected the Command Officers Association of Michigan unit, to attend a function of the National Lodge and/or State Lodge of Michigan, such as conventions or education conferences, shall be allowed time off not to exceed thirty-two (32) hours in even years, and not to exceed eighty (80) hours on odd years, with one-half of the daily wage paid by the Employer. Provided, however, that the Sheriff shall be given a written notice two weeks prior to the time of such leave of absence.

Section 5. Military Leave:

- A. The County will comply with applicable laws regarding active military leaves of absence
- B. National Guard/Reserve Military Travel. The County will comply with applicable laws regarding National Guard or reserve training leaves of absence.

Section 6. Funeral Leave: An Employee will be allowed an absence of twenty-four (24) hours with pay as funeral leave not to be deducted from sick leave for the death of:

- A. the employee's Mother,
- B. the employee's Father,
- C. the employee's Brother or Sister,
- D. the employee's current Wife or Husband,
- E. the employee's Son or Daughter,
- F. the employee's Aunt or Uncle
- G. the employee's Grandparents,
- H. the employee's current spouse's Mother, Father, Brother and/or Sister.

The employee will not be entitled to funeral leave except for relatives listed in a – h listed above. Sixteen (16) additional hours shall be allowed in cases in which the deceased has resided within Employee's household for a period of not less than six months immediately prior to the deceased's funeral. One (1) extra shift shall be allowed in cases in which the deceased resided out-of-state and funeral services are held outside the State of Michigan.

Section 7. Personal Leave: Each Employee shall have twenty-four (24) hours of personal leave each year of the Agreement. The twenty- four (24) hours of personal leave shall be given in two increments; the first twelve (12) hours shall be given on October 1 of each year and the final twelve (12) hours shall be given on April 1. Said personal leave shall not be used to extend a holiday and shall be given on twenty-four (24) hours notice, provided such leave does not hinder the operation of the Sheriff's Office in times of emergency or other crises. Sheriff will allow personal leave to be used to extend a vacation, if such leave is applied for and approved at least 14 days before the vacation. Provided, further, that only one bargaining unit Employee per classification shall be entitled to take a personal leave on any one day. Any additional personal leave may be granted only with the Sheriff's approval. Part- time personnel may be used to fill a shift vacancy caused by use of personal time. For new hires, Personal Leave time shall accumulate at two hours per month. If an Employee is hired before the 15th day of the month, the Employee will receive two hours for that month. For Employees hired after the 15th day of the month, accumulation will begin the following month.

Section 8. Educational Leave: An Employee may be granted up to one year leave without pay, for educational purposes to further the Employee's career in law enforcement. This will be granted solely at the discretion of the Sheriff.

Section 9. Jury Duty Leave:

- A. A full time bargaining unit Employee who is summoned and subsequently assigned by applicable law for jury duty shall be granted the necessary time to serve as required. Jury duty leave shall be with full pay, with reimbursement to the County for any compensation

received. Employees shall be expected to return to work, when not serving as a juror, on the day assigned by the Court as a juror. If, however, an employee's shift is required to be changed because of jury duty, the employee will not be entitled to pyramid or double pay for jury duty.

- B. Bargaining unit Employees who are summoned for jury duty and are scheduled by the Sheriff to work on an afternoon or midnight shift shall have their shift changed to a day shift. Employees will be required to give the Sheriff two (2) weeks notice if possible of the scheduled jury duty.

Section 10. If the funeral leave allowed pursuant to Section 6 requires a change in shift for the Employee called upon to cover for the Employee on funeral leave, the Employee whose shift is changed shall not receive overtime pay for said shift unless withholding of overtime pay would violate the applicable wage and hour laws. It is understood that this provision takes precedence over Article 25. HOURS OF WORK AND PREMIUM PAY, Section 7, which might otherwise grant overtime pay in such a situation.

ARTICLE 19 SICK LEAVE

Section 1. All members covered by this Agreement shall accumulate eight (8) hours per month sick leave not to exceed ninety-six (96) hours per year with pay, with a total accumulation of seven hundred twenty (720) hours. An Employee on sick leave shall be deemed to be on continued employment for the purpose of continuing all benefits of this Agreement. In the event of extended illness, an Employee shall first use all accumulated sick leave and thereafter shall use all accumulated vacation time.

Section 2. Pay for accumulated sick leave shall discontinue when the Employee has accumulated seven hundred twenty (720) hours of unused sick leave. Thereafter an Employee shall accumulate at the same rate ninety-six (96) hours per year but accumulated unused sick leave above seven hundred twenty (720) hours shall be paid by payment of fifty percent (50%) of said accumulated sick leave above seven hundred twenty (720) hours at the Employee's straight time rate in the second pay period in December of each year for all accumulated unused sick leave above seven hundred twenty (720) hours as of November 30th of that year. Such payment shall be paid in lieu of paid time off for sick leave. In the event of severance of the Employee due to either retirement or death, the County will pay to the Employee or his/her estate, a sum of money equal to the total of accumulated sick leave up to seven hundred twenty (720) hours and one-half of accumulated sick leave above seven hundred twenty (720) hours which was earned by the Employee up to the date of retirement or death which was not paid prior to retirement or death. In the event of severance other than retirement or death but under honorable conditions, the County shall pay the Employee a sum of money equal to one-half of accumulated, unused, sick leave whether before or after accumulations of seven hundred twenty (720) hours.

Section 3. In order for an Employee to be entitled to use sick leave, he/she must notify the Sheriff or Undersheriff as soon as practical. An Employee absent for twenty-four (24) hours or more may be required to present a doctor's report on the cause and justification of his/her absence. Employees proven to be abusing sick leave may be subject to progressive disciplinary action. Fraud or misrepresentation on such written form shall be grounds for disciplinary action.

Section 4. All Employees injured on the job may apply prorated sick pay time as to the difference between regular pay and that amount received from Worker's Compensation, to the extent of his/her unused sick leave.

Section 5. If any Employee becomes ill (unrelated to his/her work) to a point that he/she cannot perform his/her work, he/she may, after using all sick and vacation time, request up to a one year's leave of absence without pay; provided, however, the leave is substantiated by a doctor's certificate. If the illness of a member of his/her immediate family makes it impossible for the Employee to work, such leave may be granted at the Sheriff's discretion on showing of medical proof. Such leaves may be extended beyond one year at the discretion of the Sheriff.

Section 6. Employees who do not use any sick leave during the calendar year (January 1 through December 31) shall be credited with twenty-four (24) additional vacation hours on January 1 in the following year. Employees who use twelve (12) or less hours of sick leave during the calendar year (January 1 through December 31) shall be credited with twelve (12) additional vacation hours on January 1 in the following year. The additional incentive hours shall be taken within one calendar year. Employees who receive any type of suspension during this calendar year shall not be entitled to any of these incentives.

Section 7. An Employee who is injured during the course of his or her employment shall be paid for all hours scheduled to work on the date of the injury and shall be paid for all days scheduled to work during the seven (7) day waiting period. Said payment shall be considered an advance by the County until the employee receives payment from the workers compensation carrier. Payment for scheduled days shall be at one hundred percent (100%) of the Employee's regular rate of pay. Once the Employee has received payment from the workers compensation carrier for the seven (7) day waiting period, the Employee shall be notified in writing that they have five (5) business days to reimburse the County for net wages advanced by the County. Said notice shall include the net amount owed to the County and also state that if the Employee does not comply with the five (5) day time period, said amount shall be deducted from the Employee's next regular scheduled paycheck(s).

ARTICLE 20 HOURS OF WORK AND PREMIUM PAY

Section 1. The Sheriff has the right to assign the hours of work, including but not limited to either an eight (8), ten (10), or twelve (12) hour shift. For purposes of overtime pay this definition shall not apply when:

- A. The Employee's regular shift is changed at the Employee's request;
- B. Except with respect to shift schedule change, the employee's regular shift has a variable starting time, provided however at least 8 hours off duty time is scheduled between the end of one shift and the start of another.

Section 2. An Employee's normal work day shall consist of eight (8) hours. The work day shall be defined as eight (8) hours in a twenty-four (24) hour period commencing from the beginning of an Employee's regularly scheduled shift. The Employee's regular shift may have a variable starting time provided, however at least eight (8) hours of off duty time is scheduled between the end of one shift and the start of another.

No Employee shall be required to work in excess of sixteen (16) hours in a twenty-four (24) hour period except with the Employee's approval or in the event of a Sheriff's Office emergency.

Section 3. Call back time shall be paid at the rate of one and one-half times the Employee's regular rate of pay, with a two hour guarantee. Call back time shall be deemed to include Court time whenever the Employee must appear in Court and deposition time whenever the Employee is required to appear for testimony at the taking of depositions, as well as any hearings on "implied consent" during his/her off duty hours.

Section 4. If an Employee is called into a Sheriff's Office meeting while off duty, he/she will receive one and one-half the Employee's regular rate of pay for the time spent at the meeting, with one hour minimum guaranteed.

Section 5. Employees who work overtime may be credited Compensatory Time-Off, at a rate of time and one-half, for each hour of overtime worked, in lieu of cash overtime pay. The scheduling of compensatory time off work must be approved in advance by an employee's immediate supervisor or the Sheriff, Undersheriff, or Jail Administrator. If compensatory time is granted, an employee who requests the use of compensatory time off shall be permitted to use such time within a reasonable period after making the request, provided the use of compensatory time off does not unduly disrupt the operations of the Department. If an employee has less than 120 hours of accrued compensatory time, the scheduling of compensatory time off shall be limited to time requested by, or consented to by the employee or unless the employee would otherwise be subject to a short-term layoff or leave of absence. Said Compensatory Time shall be earned and taken off under the following procedures:

- A. Employees hired on or after October 1, 2017 may be credited with compensatory time off or be paid a cash overtime payment during Employees' first year of employment, if Employee so elects and if eligible. If an Employee is eligible and elects to be credited with Compensatory Time Off, in lieu of cash overtime payment, the If Employee is eligible, he/she must fill out an Officer's Daily Time Report and turn in said report at the end of his/her shift. If the Employee fails to make such an election, the Employee will then be paid in cash for the overtime worked.
- B. Use of accumulated Compensatory Time-Off shall be scheduled in accordance with the Provisions of Article 26, Section 2(B); with the exception that requests for the utilization of accumulated Compensatory Time, requested less than fourteen (14) days in advance of the date or dates requested for time off, shall be granted at the sole discretion of the Sheriff or his/her designee.
- C. The use of compensatory time off in increments of not less than two (2) hours shall be allowed so long as it does not create overtime, or replacement of the Employee on his or her shift. Notification by the Employee of his or her intent to utilize this compensatory time must be given at least two (2) hours before the start of that Employee's shift.
- D. Requests for competing date or dates shall be granted on a first-submitted, first-granted basis.

Section 6. In the event of a change of work schedule which required the Employee to report to work more than two (2) hours before or two (2) hours after their regularly scheduled starting

time, the Employee affected shall receive ten (10) days written notice of such change before it is put into effect, unless a waiver of notice is mutually agreed upon.

Section 7. Shift Premium: All shifts starting between 1:00 p.m. and 6:00 a.m. are deemed premium shifts and Employees working on such shifts shall be paid a premium of two percent (2%) of base pay per hour for all hours worked in those shifts.

Section 8. Medical Examiner Investigator (MEI): Any member trained to perform MEI duties will be paid a wage premium of \$5.00 per hour up to four hours when called out to serve as MEI, i.e. when called to a scene when not on duty.

ARTICLE 21 VACATIONS

Section 1. Vacation Eligibility: an Employee will earn credits toward vacation with pay in accordance to the following schedule:

<u>Service Time</u>	<u>Hours Per Year</u>
0-1 Year	0
1 Complete Year	96
2 Complete Years	96
3 Complete Years	96
4 Complete Years or more	96, plus accumulate an additional eight (8) hours for each completed year of service after three complete years of service up to a maximum of one hundred ninety-two (192) hours.

Section 2. Vacation Period:

- A. Vacation requests shall be submitted to the Sheriff or Undersheriff. Vacation approval shall be at the discretion of the Sheriff.
- B. A vacation may not be waived by an Employee and extra pay received for work during that period.
- C. If an Employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.

Section 3. Rates During Vacation: Employees will be paid their current rate of pay based on their regular scheduled base while on vacation.

ARTICLE 22 LIFE, HOSPITALIZATION AND DISABILITY INSURANCE

Section 1. The County shall provide and pay the premium for a group term life insurance policy for each Employee in the bargaining unit in the amount equal to the Employee's yearly base wage. The policy shall contain a double indemnity clause. Employees who retire on or after the effective date of this Agreement and were hired into the unit prior to November 1, 2008, will be

insured for a \$50,000 group term life insurance policy. Effective November 1, 2008, all new hires to the unit will not be eligible for any retirement life insurance benefit from the County.

Section 2. With respect to hospitalization, surgical and medical insurance, all Employees shall be subject to the statutory hard caps for health insurance premiums. The County shall pay the group premiums, subject to the statutory hard caps, for hospitalization, surgical and medical insurance, semi-private service for regular full time Employees and their authorized dependents as defined by the insurance carrier, as provided for in Appendix B. The County shall offer two plans, at the Employee's discretion. It is understood, however that given the hard caps mandated by statute, each Employee shall pay the difference between the hard cap, and said Employee's health insurance premium to the extent the health insurance premium is greater than the cap.

Health Care Committee. The parties hereby establish a joint committee for the purpose of investigating health care cost containment issues which shall continue during the term of this Agreement. The Committee shall be subject to the following provisions:

1. The Committee shall be comprised of not less than one (1) or more than three (3) representatives from the Employer, from the non-union/elected officials, and from each participating union.
2. The Committee representatives shall be granted time off as is reasonably necessary for committee meetings with the approval of their respective supervisors.
3. The Committee shall meet as soon as projected new insurance rates are available at the mutually agreed upon times between the Employer and the Unions.
4. This Committee may provide recommendations as to the Health Insurance Program options for each year of this Agreement after the 2013/2014 medical plan year.

Employees and retirees of Gratiot County shall not be eligible for dual coverage as both a sponsor and dependent for any insurance coverage under this Agreement. Specifically, if both spouses are active employees of the County and eligible for health insurance coverage, the County will provide couple or, if appropriate, family coverage to one spouse; but if one spouse receives dual or family coverage the other spouse may not select any coverage and is not eligible to receive any insurance buyout sum.

Children are considered dependents of an Employee until they reach 26 years old, to the extent required by law. Should any child of an Employee cease to be a dependent of said Employee as determined by the insurance carrier, said child will no longer be carried in the hospitalization program.

Section 3. Benefits Option Compensation:

- A. Effective April 15, 1992, a bargaining unit Employee who is entitled to County health care benefits under any Employee insurance plan or Employer self-insured plan shall have the option of receiving compensation in lieu of the Employer's health care benefits, provided said Employee signs a waiver with respect to increased tax liability as a result of said compensation.
- B. Upon appropriate certification to the County that the Employee has health care benefits coverage through a program other than the County, the County will compensate the

Employee annually according to the following schedule for each October to September time period:

<u>Coverage</u>	<u>Annual Amount</u>
Single	\$900
2-Person	\$1,500.00
Family	\$2,000.00

- C. The parties understand that such compensation is subject to applicable withholding statutes. All actual payments shall be prorated based on the number of months the employee actually opts out of the County’s group health insurance program during the October to September time period.
- D. A bargaining unit Employee who chooses the compensation in lieu of health benefits shall have the right to reenter the County health benefits plan during the next open enrollment period, or upon a “Qualified Life Event” as allowed for by the insurance carrier and the IRS regulations.
- E. Payment for the benefit option compensation shall be in a separate check by September 30th of each year, for the current fiscal year Employees exercise of this option.

Section 4. The Employer shall pay the premium except as otherwise provided in this Article for all full-time Employees and their authorized dependents as defined by the insurance carrier for a dental plan. The County reserves the right to change carriers for reasons of cost or service by providing benefits equal or better in their totality. The current plan in effect is summarized in the benefits at a glance summary in “Appendix B”.

Section 5. Each full-time Employee will be provided with long term disability insurance. All payable benefits must meet insurance carrier requirements for eligibility and reporting. Payable benefits begin on the 91st day for accident and illness and are payable to the Social Security Normal Retirement Age. Employees will receive 60% of income to a maximum benefit not to exceed \$5,000.00 per month, excluding bonuses, overtime and other compensation not considered to be basic wages. The County reserves the right to change carriers for reasons of cost or service by providing benefits equal or better in their totality.

ARTICLE 23 RETIREMENT

Section 1. Except as set forth below, the County will fund participation in MERS B-3, F50/25, V-10, FAC 5 E-2 Retirement Plan for full time Employees in the unit hired prior to October 1, 2000.

Effective October 1, 2000, all new hires to the unit will become members of the Gratiot County Defined Contribution Plan managed by the MERS which provides for the following Employee and Employer contributions:

Employer Contribution	Employee Contribution	Total
5%	0%	5%
10% (match 1 to 1)	5%	15%

Effective October 1, 2008, all new hires to the unit will become members of the Gratiot County Defined Contribution Plan managed by the MERS Retirement Corporation which provides for the following Employee and Employer contributions:

Employer Contribution	Employee Contribution	Total
3%	0%	3%
6% (match 1 to 3)	9%	15%

Effective October 1, 2011, all new hires to the unit will become members of the Gratiot County Defined Contribution Plan managed by MERS which provides for the following Employee and Employer contributions:

Employer Contribution	Employee Contribution	Total
3%	0%	3%
5%	4%	9%

The Employee must select one (1) of the above contribution plans initially upon being hired and shall not be eligible to change the selected contribution rates. The Employee and the Employer contributions are based on a percentage of the Employee's compensation as defined by the MERS Plan Document. Under the Gratiot County Defined Contribution Plan, the Employee will be provided with maximum portability of both Employee and Employer contributions including earnings on the Employer and Employee contributions by allowing the Employee, upon termination of employment, to withdraw the entire amount of the Employee contribution including earnings. The Employee will also be able to withdraw a percentage of the Employer contributions on a sliding scale based on the years of service as scheduled below:

<u>Service Time</u>	<u>Retained By Employee</u>
0-2 Years	0%
2 Complete Years	25%
3 Complete Years	50%
4 Complete Years	75%
5 Complete Years or more	100%

Employees can select from the investment options provided by MERS to utilize for their portion of the retirement contributions and after 100% vesting the Employee shall select the option for both the Employer's and the Employee's funds. The County shall be responsible for coordinating the Gratiot County Defined Contribution Plan with the MERS and shall hold the Union harmless for employee liability related to the new program.

Section 2. Hospital/Medical Benefits for retired bargaining unit Employees: Except as set forth below, bargaining unit members who retire on or after the effective date of this agreement with 10 years or more of service and were hired into the unit prior to November 1, 2008, will receive an annual credit towards their County group health insurance premium in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Retiree Health Insurance Credit</u>
10 complete years of service	\$500
11 complete years of service	\$700
12 complete years of service	\$900
13 complete years of service	\$1,100

14 complete years of service	\$1,300
15 complete years of service	\$1,500
16 complete years of service	\$1,700
17 complete years of service	\$1,900
18 complete years of service	\$2,100
19 complete years of service	\$2,300
20 complete years of service	\$2,500
21 complete years of service	\$2,700
22 complete years of service	\$2,900
23 complete years of service	\$3,100
24 complete years of service	\$3,300
25 complete years of service	\$3,500

Upon retirement, all retirees hired into the unit prior to November 1, 2008, shall make a one time irrevocable decision to either participate in the County's health insurance plan or to not participate in the County's health insurance plan utilizing the form below. If the retiree elects to participate in the County health insurance plan after retirement, the credit shall be applied towards the cost of the County's health insurance plan and the retiree shall pay the difference. If the retiree decides not to participate in the County health insurance plan, the retiree shall receive a lump sum payment equal to the credit earned each year. Said payment shall be in a separate check by April 15th of each year. Once the retiree reaches the age requirement for Medicare, the County health plan shall no longer be available and the retiree shall receive the credit earned in a lump sum payment.

COUNTY OF GRATIOT
RETIREE HEALTH INSURANCE
OPT OUT AGREEMENT
FOR SHERIFF'S OFFICE RETIREES

I, _____, hereinafter referred to as "retiree", a recently retired employee of the Gratiot County Sheriff's Office, hereinafter referred to as "County", understand and acknowledge the following:

- A. Retiree understands that pursuant to Article 28 of the collective bargaining agreement currently in force between the County and the Command Officers Association of Michigan, Gratiot County Sheriff's Office Unit, retiree would be entitled to continue to be covered under the current retiree group health insurance plan provided by the County to its Sheriff Department retirees.
- B. Retiree, with that knowledge, nevertheless has elected to opt out of said group health insurance coverage and will therefore receive an annual opt out payment of \$ _____ due by the April 15th of each year. The first opt out payment shall be made by April 15th, _____ in the amount of _____ which is the annual sum listed above prorated until the first April 15th occurring after the retiree's last day of work which was. Thereafter, the retiree shall then receive the full annual opt out payment by April 15th in each subsequent year. Said annual opt out payments shall continue until the death of the retiree.
- C. Retiree shall be responsible for any tax liability associated with said opt out payment.
- D. Retiree understands and acknowledges that by making the decision to opt out of the retiree health insurance plan, the retiree may not reenter the retiree health insurance plan.
- E. Retiree understands that, except for the annual opt out payment described above, the County shall have no further obligation to retiree with respect to health insurance coverage.

Date: _____ Retiree: _____
Printed Name

Signature

Effective October 1, 2008 all new hires to the unit will not be eligible for any retirement health insurance benefit from the County.

Section 2.5. Retirement Health Savings Program: For the term of this Agreement, the County will establish a health care savings program ("HCSP" or "Program") through MERS to provide for the funding of health benefits for retirees and beneficiaries. There will be two employee groups eligible for this program, each of which will have differing contribution benefits and requirements. Specifically,

- a Existing full time employees eligible for retiree healthcare under the County retiree healthcare plan and who elect to irrevocably opt out of the County Plan and the right to County medical coverage ("Existing Opt Outs"); and
- b New hires whom are not eligible for retiree healthcare or coverage under the County Plan ("New Hires").

Existing Opt Outs:

Employer contribution:

Initial Lump Sum Contribution: See, Appendix C.

Yearly Contribution: Employer will contribute (See Appendix C) dollars per year up to a maximum contribution of:

0-5 Years seniority (as of date of opt out decision)– \$13,860

6-10 Years seniority (as of date of opt out decision)- \$17,790

11-15 Years seniority (as of date of opt out decision)- \$22,550

Vesting for employer contributions does not occur until 10 years.

Employee contributions:

Mandatory Salary Reduction Contributions: 1% to maximum permitted by MERS

Mandatory Leave Conversions: Compensatory time over 120 hours.

Ability to make voluntary post tax contributions.

New Hires:

Employer contribution: Employer will contribute \$300 dollars per employee per year of service- up to a maximum of 25 years of service. Vesting does not occur until 10 years.

Employee contributions:

Mandatory Salary Reduction Contributions: 1% to 5%;

Mandatory Leave Conversions: Compensatory time over 120 hours.

Ability to make voluntary post tax contributions.

Section 3. Payment of all banked time off upon separation of service: All banked time off shall be paid to an employee who separates from service according to the table listed below:

Category	Policy
Sick Time – retirement or death	Employee will be paid 100% up to 720 hours at their current hourly rate of pay and one half (50%) of any accumulated hours above 720.
Sick Time – separation from service for reasons other than retirement or death, but honorable circumstances	Employee will be paid one half (50%) of all accumulated hours at their current hourly rate of pay.
Vacation time – separation from service for any reason	Employee will be paid 100% of hours at current hourly rate of all accumulated hours. Vacation time is awarded from the employees date of hire.
Personal Leave – separation from service for any reason	Employee will be paid for all hours earned but not used during the year at their current hourly rate of pay. The maximum time that can be earned is 24 hours and the hours will be prorated from October 1 to the employees last day of work. Personal leave time is earned on a fiscal year (October to September) basis.
Compensatory Time – separation from service for any reason	Employee will be paid for any unused, accumulated compensatory time at their current hourly rate of pay. Maximum accumulation is limited to forty-eight (48) hours, plus unused accumulated compensatory time hours carried over from the prior contract, up to what is currently allowable under the Fair Labor Standards Act.
Health Insurance Buy Out – separation from service for any reason	The final payment shall be prorated from the beginning of the buyout period (April 15th to April 15th) until the employee's last day of work and number of months the employee was actually on the buyout program. Said payment shall on the first pay period in May.

Notwithstanding the provisions of Article 28, Section 3, no payments shall be made for accumulated sick time, vacation time or personal leave to employees that are terminated upon conviction of a felony or high court misdemeanor.

**ARTICLE
24
UNIFORM**

Section 1. The County shall furnish and maintain the following for all road patrol personnel.

- 1 cap, saucer type
- 1 hat, fur type
- 1 combination all purpose coat
- 1 International orange overcoat
- 3 winter shirts
- 3 summer shirts
- 1 tie
- 1 gun belt
- 1 pants belt
- 1 pair handcuffs and handcuff case
- 1 double belt pouch
- 1 leather holster
- 1 service pistol
- 3 pairs trousers
- 1 pair boots or oxfords
- 3 badges; hat, shirt and coat
- 1 I.D. case
- 1 bullet resistant vest
- OC spray (if qualified)

Section 3. Uniforms worn by certified deputies shall be such as are prescribed by the Michigan Sheriff's Association.

**ARTICLE 25
GENERAL**

Section 1. Bulletin Boards: The County shall furnish a bulletin board in the Sheriff's Office which may be used for notices approved by the County and the Union.

Section 2. Employer will furnish one portable radio, ammunition, riot helmet, and one gas mask to each command officer. One shotgun will be issued for each patrol car.

Section 3. On all trips to transport prisoners out of state, two officers will go and expense money will be paid in advance. The Employee shall provide a full accounting of any money advanced within seven days after returning from the trip.

Section 4. Inmate Transportation: Whenever it is necessary to transport mentally ill persons or potentially dangerous persons to or from any state hospital or correctional institution or other jail facility, two Gratiot County deputies shall be assigned to the task. In other cases, one shall be sufficient.

Section 5. Vehicle Safety: If a vehicle should be regarded as defective, an Employee should immediately inform the Sheriff or Undersheriff. If it determined the car is defective, he/she shall cause the vehicle to be removed from service until cleared by a certified mechanic designated by the Employer as fit for road service.

Section 6. Ammunition: All Employees who are required to carry firearms shall be issued Service Ammunition upon hiring and will be changed annually.

Section 7. Legal Assistance: The Employer will provide to the Employee such legal assistance as would be required when civil action is brought against an Employee as a result of the acts occurring when and while a said Employee is in the performance of his/her police duties and responsibilities; provided that notification is immediately given to the Employer that service or process was made upon the Employee. For the purpose of this section, legal assistance will only be provided when the Employee has done acts pursuant to authority conferred by law or within the scope of employment.

Section 8. The Employer may compromise, settle, and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against an Employee as the result of any civil action for personal injuries or property damage and while acting within the scope of his/her authority. The Employer shall indemnify the officer, pay, settle or compromise the judgment; provided that exempt from application of this provision is any conduct or action of any Employee who is under the influence of intoxicants or drugs. The Employer shall make the selection of the attorney or attorneys to represent the Employee in any particular matter after consultation with the Employee. Provided, however, that any attorney which is employed by any insurer who insures the County against such actions shall be deemed to be satisfactory to both parties.

Section 9. Direct Deposit: It is agreed that the County may implement a policy requiring direct deposit or debt cards by employees in a manner consistent with the applicable provisions of the amended Payment of Wages and Fringe Benefits Act, being MCL. 408.476.

ARTICLE 26 COMPENSATION

Section 1. Wages are as indicated in Appendix A.

Section 2. Holidays: Instead of holidays, all Employees shall receive one hundred fifty (150) hours pay to be paid prior to September 15 of each year. If an Employee terminates employment mid-year, the pay will be pro-rated on a completed payroll basis.

**ARTICLE 27
EDUCATION INCENTIVE**

Section 1. Effective the year beginning January 1, 1996, the Employer will pay eligible Employees an annual education incentive bonus as follows:

2 year degree	\$100.00
4 year degree	\$200.00
Masters degree	\$400.00

**ARTICLE 28
LETTERS OF AGREEMENT/UNDERSTANDING**

All Letters of Agreement or Letters of Understanding currently in force shall remain in full force and effect during the periods covered by this Agreement unless modified, in writing, or by a future Agreement.

**ARTICLE 29
SAVING CLAUSE**

If any article or section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of an article or section should be reinstated by such tribunal, remainder of the Agreement and addendum should not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**ARTICLE 30
SUCCESSORS CLAUSE**

This Agreement shall be binding upon the Employer's successor, assignees, purchasers, lessee or transferees, whether such succession, assignment or transfer be effected voluntarily, or by the operation of law; and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merger or consolidated Employer.

**ARTICLE 31
TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until 11:59 p.m. on September 30, 2021.

Section 1. Either party wishing to negotiate a new agreement beyond September 30, 2021 shall give notice to the other party no less than 90 days prior to July 1, 2021, negotiations to commence no later than July 1, 2021 and conclude by October 1, 2021, if possible. If no such notice is given, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party at least 150 days prior to December 31 of any year after the years herein above set forth.

Section 2. Such notice of termination in any case shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to the Command Officers Association of Michigan,

and if to the Employer, to such address as the Union or the Employer may make available to each other. During any negotiations of any future agreements, all the benefits herein contained shall remain in effect.

Executed this _____ day of _____, 2020, by the undersigned on behalf of their respective principals.

FOR THE UNION

FOR THE COUNTY

C. Roy McCollum
Union President

George Bailey, Chair
Gratiot County Board of Commissioners

Eric Leonard
Union Vice-President

Mike Morris
Gratiot County Sheriff

APPENDIX A - WAGE SCHEDULE

APPENDIX B

COMMAND OFFICERS ASSOCIATION OF MICHIGAN GRATIOT COUNTY SHERIFF'S OFFICE UNIT SUMMARY OF HEALTH INSURANCE AND DENTAL INSURANCE PLANS

APPENDIX C

COMMAND OFFICERS ASSOCIATION OF MICHIGAN GRATIOT COUNTY SHERIFF'S OFFICE UNIT SUMMARY EMPLOYER CONTRIBUTIONS TO THE RETIREE HEALTH CARE SAVINGS PROGRAM FOR EXISTING, OPT- OUT EMPLOYEES

For plan and contribution details, please contact the Human Resources
Department at hr@gratiotmi.com.

**APPENDIX D
SENIORITY ROSTER**

APPENDIX E
DRUG TESTING POLICY