

Agreement

between

County of Antrim

and

Sheriff of Antrim County

and

**Michigan Fraternal Order of Police
Representing the
Command Unit**

Effective: January 1, 2019 through December 31, 2021

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AGREEMENT

This agreement, made and entered into this 1st day of January, 2019, by and between the County of Antrim and the Sheriff of Antrim County, hereinafter referred to as the "Employer" and the Fraternal Order of Police Labor Council, hereinafter referred to as the "Union".

PREAMBLE

This Agreement entered into by the Board of Commissioners and the Sheriff for the County of Antrim, hereinafter referred to as the Employer, and Fraternal Order of Police Labor Council, hereinafter referred to as the Union, has as its sole purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work, and other conditions of that employment.

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.

It is the general purpose of this Agreement to promote the mutual interests of the Employer and its employees and to provide for the operation of the services provided by the Employer under methods which will further, to the fullest extent possible, the safety of the employees, economy, and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, and avoidance of interruptions of service. The parties to this Agreement will cooperate fully to secure the advancement and achievements of these purposes.

ARTICLE I RECOGNITION

Section 1.1 Collective Bargaining Unit

The Employer hereby agrees to recognize the Union as the exclusive bargaining representative, as defined in Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, for all of the employees employed by the Employer in the following described unit:

All permanent, regular, full-time employees in the Sheriff's Department of Antrim County below the rank of Undersheriff and above the rank of Deputy/Corrections Officer/Dispatcher, specifically, command officers presently holding the rank of Sergeant – Road Patrol, Sergeant – Administrative, Lead Dispatch Supervisor and Corporal.

ARTICLE II OPEN SHOP

Section 2.1 Open Shop

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

Section 2.2 Dues Checkoff

The Union shall obtain from those employees who voluntarily agree to become members *or* voluntarily agree to remit representation fees a completed authorization form which shall

conform to the respective state and federal law(s) concerning that subject. The Union shall furnish the forms.

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

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

- B. It is the responsibility of the Labor Council to promptly notify the Director of Human Resources of any change in address for forwarding payments. The parties, by mutual agreement through a letter of understanding, may also agree to electronic transfer of dues payments, if such a method is available.
- C. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Human Resources Director within two calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- D. The Union shall provide at least 30 days' written notice to the Human Resources Director of the amount of Union dues and representation fees to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Human Resources Director at least 30 days prior to its implementation.

Section 2.3 – Indemnity Provision.

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

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

ARTICLE III REPRESENTATION

Section 3.1 Officers of the Union

- a. The Employer recognizes the right of the Union's membership to elect one (1) Steward and one (1) Alternate Steward from the Employer's seniority list. The authority of the Steward and Alternate Steward so elected by the members shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with his or her Employer, or the designated Employer representative, in accordance with the provisions of the collective bargaining agreement during working hours without the loss of pay.
 2. The collection of dues when authorized by appropriate Local Union action.
 3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
 - i. Have been reduced to writing; or
 - ii. If not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.
- b. The Steward and Alternate Steward have no authority to take strike action or any other interfering with or interrupting the Employer's business. The Employer recognizes these limitations upon the authority of the Steward and his/her Alternate Steward, and shall not hold the Union liable for any acts unless they are authorized by the Union. The Employer shall have the authority to discipline including discharge, a Steward who violates his/her authority in causing a strike, slow-down, work stoppage, or other action of interference or actions which interrupt the Employer's business.

Section 3.2 Lost Time

The Employer agrees to compensate the Steward for all reasonable time lost from his/her regular work while the Steward is processing a grievance in accordance with the grievance procedure. The Union agrees that if the Steward is on road patrol or on duty at a place other than the offices of the Sheriff's Department, the Steward shall complete his/her assigned task before he/she begins to process a grievance. The Steward must first report to his/her immediate supervisor before he/she begins to process a grievance and must report back to his/her immediate supervisor when he/she has completed his/her investigation.

ARTICLE IV RESERVATION OF RIGHTS

Section 4.1 Rights of the Employer

It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the Employer's operations. These rights vested in the Employer include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer, assign and retain employees in positions within the County, consistent with the employee's ability to perform the assigned work. The Employer also retains the right to suspend, demote or discharge and employee for just cause. It is also agreed that the Employer has the right to determine the method and means of work and the number of personnel by which the business of the Employer shall be conducted and to take whatever action is necessary to carry out his/her duties and obligations of the Employer to the taxpayers thereof. The Employer shall also have the power to make rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement.

ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURES

Section 5.1 Definition of Grievance

A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement.

Section 5.2 Grievance Procedure

All grievances shall be handled in the following manner:

- Step 1: An employee with a complaint shall discuss the matter with the Undersheriff within five (5) days from the date of the incident which gave rise to the grievance. If requested by the employee, he/she may have his/her Steward present. All settlements are subject to the approval of the Sheriff before they become final.
- Step 2: If the grievance is not satisfactorily resolved, it shall be reduced to writing on a form provided by the Fraternal Order of Police Labor Council, setting forth the facts, the specific provision or provisions of the Agreement alleged to have been violated and the relief requested, signed by the aggrieved employee and the Union, and within five (5) days following the verbal discussion, presented to the Sheriff. The Sheriff, Union and the grievant, if requested by the Union, shall discuss the grievance in an attempt to resolve the grievance. The Sheriff shall place his/her answer on the grievance form and return it to the Union within five (5) days following the meeting.
- Step 3: In the event the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting a copy of the grievance to the Administration and County Services Committee of the board of Commissioners through the County Coordinator/Planner office, within five (5) days following receipt of the Sheriff's written answer. Within ten (10) work days after the grievance has been appealed, a meeting shall be held between representatives of the Administration and County Services Committee and the Union. Either party may have non-employee representation present, if desired. In the event the meeting cannot be held within the ten (10) work day period, it shall be scheduled for a date mutually convenient to the parties without unreasonable delay. The employer shall place the written answer on the grievance no later than seven (7) days following the meeting.

Section 5.3 Time Limits

The time limits established in the grievance procedure shall be followed by the parties hereto. If the time limits procedure is not followed by the Union, the grievance shall be considered settled in accordance with the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration unless requested by the Union. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

Section 5.4 Time Computation

Saturday, Sunday and holidays recognized by this Agreement shall not be counted under the time procedures established in this Agreement.

Section 5.5 Grievance Form

The Union shall furnish a grievance form. This form shall be used in filing a grievance. One (1) copy of the form shall be the property of the employee filing the grievance.

Section 5.6 Arbitration Request

In the event a grievance has not been satisfactorily resolved in Step 3 of the Grievance Procedure, the Union may submit the grievance to arbitration by giving written notice to the Sheriff within thirty (30) days following receipt of the Employer's Step 3 answer. If arbitration is not sought within the thirty (30) day period specified in this section, the matter shall be considered settled on the basis of the Employer's last disposition.

Section 5.7 Selection of Arbitrator

A grievance, upon proper notification as provided in this Agreement, may be submitted to one (1) arbitrator chosen by mutual agreement of the parties. If mutual agreement cannot be obtained, the arbitrator will be selected from a panel obtained from the Federal Mediation and Conciliation Service. The compensation and expenses of the arbitrator shall be shared equally by the Employer and the Union. The employee involved, or if a group grievance, one (1) representative from the group may be in attendance without loss of pay. Witnesses shall be compensated for lost time by the party calling the witness.

Section 5.8 Arbitrator's Powers

The arbitrator shall be limited to the application and interpretation of this Agreement as written and shall have no power to add to, subtract from or modify this Agreement in any respect, nor shall he/she have authority to rule upon the exercises of the Employer's rights not specifically abrogated by specific provisions of this Agreement. No decisions in any one case shall require retroactivity wage adjustment in any other case.

Section 5.9 Use of Discipline Record

In imposing discipline on a current charge, the Employer will not consider any prior disciplinary action which occurred more than twenty-four (24) months previously unless directly related to the current charge.

Section 5.10 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, civil rights hearing, or 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 in this contract. If an employee elects to use the Grievance Procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the Grievance Procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

Section 5.11 Adjusted Wage Settlement

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation that they may have received.

ARTICLE VI **PROHIBITION**

Section 6.1 No Strike – No Lockout

It is the intent of the parties to this Agreement that the Grievance Procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in work stoppage, slow-down or strike against the Employer. The Employer agrees that during the same period there will be no lockout. Any individual employee or group of employees who violates or disregards the prohibition of this section may be summarily discharged by the Employer without liability on the part of the County Board of Commissioners or Sheriff or Union.

ARTICLE VII **SENIORITY**

Section 7.1 Definition of Seniority

Seniority shall be defined as the length of the employee's full-time continuous service with the Sheriff's Department commencing from his/her last date of hire. Classification seniority shall mean the length of continuous service in a classification commencing from the date of the employee's entry into the classification. If two (2) or more employees are hired on the same date, their names shall be put into a hat, with the first name drawn having the most seniority.

Section 7.2 Probationary Employees

All new full time bargaining unit employees, hired from outside the department, shall be considered probationary employees for a period of two thousand eighty (2,080) regular hours; provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to personal reasons if such period of absence is greater than fourteen (14) consecutive days. Upon completion of the probationary period, an employee shall be placed on the seniority list and shall have seniority dating from his/her last date of hire. The Union shall represent probationary employees for the purposes of collective bargaining.

Section 7.3 Seniority List

The seniority list on the date of this Agreement shall show the names, classifications and ranks of all employees in the bargaining unit. The Employer will keep the seniority list up-to-date from time to time and will furnish to the Union an up-to-date list at least every six (6) months.

Section 7.4 Loss of Seniority

An employee's seniority with the Employer shall terminate for the following reasons:

- a. He/she quits or retires.
- b. He/she is discharged or terminated and the action is not reversed through the Grievance Procedure.
- c. He/she is absent for three (3) consecutively scheduled working days without properly notifying the Employer or supplying a justifiable reason for such absence. This section is

not to be construed in limiting the sheriff's right to issue discipline for any unjustified absence.

- d. He/she fails to return to work upon recall or at the specified date at the termination of any leave of absence or vacation unless otherwise excused.
- e. He/she has been on layoff status for a period of two (2) years or the length of his/her seniority at the time the layoff commenced, whichever is less.
- f. He/she makes an intentional and material false statement on his/her employment application, on an application, for a leave of absence, or any official police report.
- g. He/she is on disability leave for twelve (12) months, or a worker's compensation leave for thirty-six (36) months, or the length of their seniority, whichever is less.

Section 7.5 Super Seniority

For purposes of layoff and recall only, the Steward shall head the seniority list, provided however, that such officer must have the necessary skill and experience to perform the required work. The Sheriff agrees that this section shall not be applied in an arbitrary manner.

Section 7.6 Layoff

A reduction in the work force shall be accomplished in the following manner:

- a. The first employees to be laid off shall be part-time, seasonal, temporary, and probationary employees within the classification affected by the layoff.
- b. Thereafter, the first employee to be laid off shall be the employee with the least classification seniority in the particular classification affected by the layoff, provided, however, that the remaining senior employees must have the ability to perform efficiently the required duties. Further layoffs from the classification affected shall be accomplished by following the inverse order of classification seniority, provided, however, that the remaining senior employee or employees must have the ability to perform the job.
- c. The Employer agrees to provide at least fourteen (14) calendar days' notice of any layoffs.

Section 7.7 Recall Reinstatement

Employees who have been laid off shall be given two (2) weeks notice of recall reinstatement to work, mailed to them at their last known address by registered or certified mail, or they may be advised in person by memo. In the event employees fail to make themselves available for work at the end of the two (2) weeks, they shall lose all seniority rights under this Agreement. Employees who are laid off or who requested demotion in lieu of layoff, shall be recalled to their former classification in the order of their seniority when the work force is to be increased.

Section 7.8 Job Openings

The Employer agrees to post any vacancies or new positions in the bargaining unit. Such posting shall be made, whenever possible, fifteen (15) days in advance. Bargaining unit employees may request consideration for such open position by notifying the Sheriff in writing of their intent.

Section 7.9 Temporary Transfers

An employee who is temporarily assigned to a higher paying classification or rank to fill in due to vacations or leaves of absences shall receive the higher rate of pay for such period of temporary assignment. In making the assignment, the Employer will consider seniority, the

needs of the department, and the ability and experience of the employees involved. Such assignments shall not be made in an arbitrary and capricious manner.

ARTICLE VIII **PROMOTION PROCEDURE**

Section 8.1 Purpose of Procedure

The purpose of this procedure is to establish a promotion system for personnel of the Antrim County Sheriff's Department as directed and approved by the Sheriff. The Sheriff shall determine the duties of all positions subject to this procedure. The Employer, in its sole discretion, shall determine whether a vacancy does or does not exist. The promotion procedure shall be to a position above the rank of deputy, above the rank of lead dispatch supervisor, or above the rank of corporal within their respective divisions. This procedure shall not apply to job advancements or transfers between divisions.

Section 8.2 Closed Program

Promotion means to advance from a position to a higher position within the bargaining unit. This program involves the upward movement of personnel from within the bargaining unit.

Each promoted employee must be a current member of the bargaining unit and must meet all the eligibility rules of this Promotion Procedure.

Section 8.3 Program Weight

Scores shall be based upon the written examination and Promotion Interview Board. The weights assigned shall be as follows:

- a. Written examination – seventy (70) points (an applicant must receive a minimum score of sixty-five percent (65%) in order to be eligible to take the oral interview).
- b. Oral interview – twenty (20) points.
- c. Bonus points of one (1) per year, maximum of ten (10), for each year of service.

To qualify for a promotion, all applicants must receive a minimum score of sixty-five (65) points.

Section 8.4 Promotion Interview Board

The Promotion Interview Board shall consist of three (3) members who shall be law enforcement officers from outside the department and the County, and whose rank is higher than the position being filled. The manner of selection of the members of the Promotion Interview Board shall be at the discretion of the Sheriff. Results of the written examination shall not be made available to the Promotion Interview Board.

Section 8.5 Roster

For each classified position, a roster of the top three (3) candidates for selection will prevail. Initially, this means that the scores will be in consecutive order with the Sheriff promoting from among the top three (3) scores. When a promotion occurs, the candidate with the next highest passing score will be added to the roster. The roster shall remain in effect for eighteen (18) months.

Section 8.6 Probation

Commencing the first full pay period following promotion, the promoted employee shall be paid at the step in the pay range for the new classification that reflects an increase from his/her present rate. Employees who are promoted shall be on probation for a period of six (6) months immediately following promotion. During such probationary period, the Sheriff may demote the employee to his/her former classification, or the employee may on his/her own volition, request, in writing, to be relieved of her/her new classification and be returned to his/her former classification. If an employee returns to his/her former classification at his/her own request, his/her name shall be removed from the promotion roster until the next written examination is given. If there is a demotion for any reason, the Sheriff will promote from among the names on the roster as defined in Section 8.5.

Section 8.7 Notification – Posting

Examination notices for all competitive promotion classifications shall be posted on the bulletin board throughout the department for a minimum of thirty (30) days prior to the examination date. Subjects to be covered in the written examination shall be posted thirty (30) days prior to the examination date. Subjects to be covered in the written examination shall be posted thirty (30) days prior to the examination date. Employees eligible to compete shall submit their letters of intent to participate to the Sheriff no later than fifteen (15) days prior to the examination date.

Section 8.8 Eligibility for Promotion

- a. Sergeant (shift supervisor): Open to Deputies with two (2) years continuous employment service in the department and total of five (5) years law enforcement experience as a fully sworn, certified officer and must have performed road patrol duty.
- b. Correctional Sergeant: Open to all Corporals with two (2) continuous years of employment in the Corrections division of the department and a total of five (5) years correctional experience.
- c. Sergeant (911 Dispatch): Open to all Lead Dispatch Supervisors with two (2) continuous years of employment in the Dispatch division of the department and a total of five (5) years dispatch experience.
- d. In the event there is to be a promotion to a position other than sergeant (shift supervisor), the parties will meet and decide on the eligibility requirements for applicants.

Section 8.9 Written Examination

The written examination shall be valid standardized test for law enforcement positions obtained from a recognized institute or organization.

Section 8.10 Examination Procedure

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

Section 8.11 Outside Appointment

The Sheriff may fill a vacancy, subject to this procedure, from outside the bargaining unit if no employee has attained a passing score for the examination or the vacancy is unable to be filled

because employees subject to this procedure have failed to take the examination or declined advancement.

ARTICLE IX **HOURS OF WORK AND OVERTIME**

Section 9.1 Work Schedule

The Employer shall establish the work schedule and shall post the schedule by the fifteenth (15th) of each preceding month. Any employee requesting leave days during the term of such schedule must submit his/her request at least ten (10) days prior to the date of posting such schedule. Any request for leave days after this time will not be granted unless specifically authorized by the Sheriff. The Sheriff reserves the right to modify such schedule where departmental operations warrant such change. In the event that the Sheriff determines that a major change in the schedule now in effect is warranted, such change may be the subject of a special conference with the Union.

Section 9.2 Tour of Duty

The normal tour of duty shall consist of eighty (80) hours in a fourteen (14) day period. This, however, shall not be construed as a guarantee. No employee shall be required to work more than eight (8) consecutive days without the consent of the employee involved at the time of scheduling.

Section 9.3 Shift Selection

Employees will maintain a shift for a period of three (3) months. At the conclusion of the three (3) months, the employee shall bid his/her shift preference for the next three months. The bids shall also be in accordance with Article IX of this agreement. Employees will bid his/her shift preference no later than the following dates:

<u>Shift request deadline dates</u>	<u>Scheduling months</u>
December 5	January – March
March 5	April – June
June 5	July – September
September 5	October – December

Employees who turn in their shift preference by the due date to his/her supervisor will have first priority. Determination of the shift assignment shall be based on the employee's preference according to his/her seniority within the classification and by whose shift preference slips were received in a timely manner "by the 5th" of the prescribed months. Those eligible must have completed at least one year of service in their classification.

Section 9.4 Overtime

All employees shall be expected to work reasonable amounts of overtime upon request. Overtime other than of an emergency nature must be authorized by the Sheriff or his/her designee. Time and one-half (1-1/2) the employee's regular rate shall be paid for all hours actually worked in excess of their regularly scheduled workday and/or paid period. There shall be no pyramiding or duplication of overtime premium pay.

Section 9.5 Call-In-Pay

An employee called in to work or to attend a mandatory meeting on his/her off duty time shall

be paid a minimum of three (3) hours pay at the rate of time and one-half (1-1/2) his/her regular rate of pay, except for call-ins or meetings which begin one (1) hour or less prior to or after his/her regularly scheduled shift. In such cases, the employee shall be paid at the rate of time and one-half (1-1/2) for all hours actually worked or in attendance at the meeting.

Section 9.6 Lunch and Rest Periods

Each employee shall be granted a thirty (30) minute paid meal break per each tour of duty. Each employee shall be granted two (2) fifteen (15) minute coffee breaks during each day of duty. An employee required to work more than two (2) hours overtime shall be granted an additional coffee break. An employee who is required to remain on duty in excess of twelve (12) hours shall be granted an additional thirty (30) minute meal period.

Section 9.7 Trading of Shift

Employees within the same classification may trade shifts provided they first obtain permission of the Sheriff or his/her designee. An employee working on a voluntarily traded shift shall not be entitled to overtime premium for working the normally scheduled hours on that shift.

Section 9.8 Training

Mandatory or authorized training which occurs during an employee's off duty hours shall be considered as hours worked for purposes of overtime compensation under Section 9.2.

Section 9.9 Overtime Rotation

The Sheriff or his/her designee will be the determining authority on the necessity of overtime. The Sheriff or his/her designee shall be responsible for calling the necessary personnel and the Employer shall maintain a current list of employees by seniority for purposes of call in assignments. In the event a call out is needed and all personnel are unreachable or have refused to come in to work, the employee who is currently working with the least seniority will automatically have to stay over and cover the next shift or he/she must find replacement coverage, subject to the provisions of Section 9.9, fourth paragraph. Overtime assignments shall be made among employees in the bargaining unit by the classification needed to perform the assignment on a rotational system. The initial rotation shall be by seniority. The Sheriff or his/her designee will call the most senior employee in the classification needed. Subsequent call-ins for overtime shall start with the most senior employee with less seniority than the employee who reported in for the previous overtime assignment.

If there is a refusal to accept overtime assignments, a notation shall be made next to the refusing employee's name indicating the hours refused.

No employee shall be subject to overtime assignments if off on vacation, personal leave or leave of absence of a personal nature. No employee shall be required or permitted to work in excess of sixteen (16) hours in a twenty-four (24) hour period, inclusive of overtime, except in emergencies or exceptional circumstances with authorization from the Sheriff or his/her designee.

Rotation of overtime as contained herein shall not include court required functions or O.U.I.L. grant functions. These exclusions are not to be used for computation or equalization of overtime assignments.

Section 9.10 Shift Premium

a. If the employees are working a 12-hour schedule, the shift beginning at 5:00 p.m. or after

shall be considered the night shift and shall receive an additional \$0.40 per hour.

- b. Any eight (8) or ten (10) hour shift that starts at 2:00 p.m. or after shall be considered the afternoon shift and shall receive an additional 20 cents per hour. Any eight (8) or ten (10) hour shift that starts at 6:00 p.m. or after shall be considered the night shift and shall receive an additional 40 cents per hour.

Section 9.11 Staffing

The Employer agrees to make every effort to maintain two (2) certified road officers on duty on all shifts.

Section 9.12 Field Training Officer (FTO) Program

Employees who are certified as FTO's shall receive an additional forty cents (40¢) per hour when actively providing training.

ARTICLE X LEAVES OF ABSENCE

Section 10.1 Personal Leave

Any employee desiring a personal leave of absence without pay from his/her employment shall first secure written permission from the Sheriff. Requests must be submitted at least thirty (30) days in advance of the date that the unpaid leave is to commence, except in emergency situations. The request for the unpaid leave of absence shall state the reason for the unpaid leave and the exact dates on which the unpaid leave is to begin and end. Authorization or denial of an unpaid leave of absence shall be furnished to the employee in writing by the Employer. The maximum leave of absence shall not exceed thirty (30) days and may be extended for like periods, provided the Sheriff has granted an extension of the leave prior to the expiration of the original leave.

If an employee is on a personal leave of absence, then such leave shall be without accumulation of any vacation, personal leave, step increases within established salary range, or any other benefits under this Agreement which are conditioned on service. During a personal leave of absence, the employee shall be responsible for his or her insurance premiums consistent with Section 14.5 of this agreement and failure to provide the insurance premiums shall result in discontinuance of the employee's coverage.

A personal leave of absence shall not be given for the purpose of engaging in other employment. An employee who engages in other employment during a leave of absence without having received written permission in advance from the Sheriff shall be subject to disciplinary action, up to and including discharge, and such action shall not be subject to the grievance and arbitration procedures established in this Agreement.

Section 10.2 Family and Medical Leave

The Employer agrees to comply with the Family Medical Leave Act of 1993 (FMLA). The Employer shall require the employee to use all accrued paid leave provided the leave is not covered under the short-term disability policy or Workers Compensation. However, the employee may elect to save up to ten (10) vacation days.

Section 10.3 Military Leave

A regular, full-time employee who enters active service of the Armed Forces of the United

States or in the United States National Guard or Reserves shall receive a leave of absence for the period of such duty, and seniority shall continue. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statute and shall be entitled to any other benefits set forth in this Agreement, provided that he/she satisfies the eligibility requirements established in this Agreement.

Section 10.4 Labor Convention

Subject to the prior approval of the Employer, time off without pay shall be granted without discrimination or loss of seniority rights to one (1) employee designated by the Union to attend a labor convention, provided, however, one (1) week written notice is given to the Employer by the Union, specifying the purpose of the time off and the length of time off desired.

Section 10.5 Paid Personal Time

All full-time non-probationary employees covered by this Agreement shall be credited with eighty (80) paid personal hours on January 1 of each year. Probationary employees will not be eligible for paid personal time benefits until they have completed twelve (12) months of service. Paid personal time shall be available for use by employees in the Bargaining unit for the following purposes, as well as general personal use:

- a. Acute personal illness or incapacity over which the employee has no reasonable control.
- b. Absence from work because of exposure to a contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
- c. Paid personal time will be authorized for the beginning of a shift or the end of a shift in no less than four (4) hours at a time with 72 hours' notice, as long as granting the request does not result in the Employer paying overtime, in which case the request will be denied. Paid personal time will not be granted for the middle of a shift. In the event that a paid personal time request for a partial shift is denied because it will result in overtime, the employee will continue to have the option of taking paid personal time for the entire shift, with 72 hours' notice.
- d. Paid personal time will be authorized when an employee is taken ill on the job.
- e. In the first full pay period in January of each year, an employee will be paid for all unused paid personal time for the prior year at his or her regular rate as of December 31 with a maximum payout of seventy-five (75) hours at one hundred percent (100%). Payment shall be made in the first full pay period in January unless the employee retires or the employment relationship is terminated, in which case the unused paid personal time will be prorated, subject to section 15.22. The provisions of this subsection shall not apply to an employee who has not completed twelve (12) months of service by January 1 or has been on any type of leave for the entire previous year.
- f. There shall be no pyramiding of paid personal time and sickness and accident insurance benefits.

Section 10.6 Conditions for Paid Personal Time

Paid personal time shall be subject to the following conditions:

- a. Generally seventy-two (72) hours notice shall be given for use of paid personal time, however, less than seventy-two (72) hours notice may be given in the case of sickness and emergencies or other extenuating circumstances. Employer may require documentation of

emergency or illness.

- b. Paid personal time may not be granted in anticipation of future service. Recognized holidays falling within a period of personal leave shall not be counted as personal days.
- c. Paid personal time shall be allowed in cases of sickness or injury occurring during the vacation period, provided a doctor's statement is furnished as to his/her sickness or injury.
- d. For the loss of time on account of injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full workweek, (five [5] work days), after the accident without drawing on his/her paid personal time credits, for any one (1) injury, but shall not be allowed in the reoccurrence of previous injury.
 1. For loss of time on account of injury incurred in the line of duty as the result of a battery, regular employees shall receive full pay for up to two (2) full workweeks, (ten [10] work days) after the date of disability not deducted from paid personal days or vacation days. No payment will be allowed in the event of a reoccurrence of a previous injury. In the event the employee receives Worker's Compensation for such period, the employee shall assign the Employer such Workers' Compensation payments.
 2. Employees, if requested, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he/she is physically able to do work available before his/her return to active work.

Section 10.7 Extended Unpaid Medical Leave

Extended unpaid medical leave for a fixed period of time shall be granted automatically upon application from non-probationary employees for illness or injury, subject to the Employer's right to require proof of disability or injury. Continuation of such leave shall be granted in thirty (30) day increments subject to the right of the Employer to require proof of the disability. Employees must report any change of condition or request a continuation of leave. In no case shall extended unpaid medical leave exceed twenty-six (26) weeks. This leave shall be granted automatically upon application.

Section 10.8 Medical Certificates and Examinations

Employees requesting personal leave for sickness or injury or a continuation of personal leave may be required to present a certificate of a physician showing the nature of such sickness or injury and the anticipated time off the job. In situations where an employee's physical or mental condition reasonably raises a question as to the employee's capabilities to perform his or her job, the Employer may require a medical examination at its expense and, if cause is found, require the employee to take or remain on personal leave of absence. The Employer may require as a condition of any personal leave, regardless of duration, a medical certificate setting forth the reasons for the personal leave when there is reason to believe the health or safety of the personnel may be affected.

Section 10.9 Funeral Leave

Funeral leave will be granted for full-time employees to attend the funeral when a death occurs in the employee's immediate family. All full-time employees will, upon request, be granted funeral leave for all scheduled work days in a three (3) day block as long as the funeral is one of the days. For a funeral greater than a distance of four hundred (400) miles or the death of a child or a spouse, all full-time employees will, upon request, be granted funeral leave for all scheduled work days in a five (5) day block as long as the funeral is one of the days.

An employee excused from work under this section shall, after making written application, receive the amount of wages, exclusive of shift or other premiums, that he or she would have earned by working during straight time hours on such scheduled days of work for which he or she was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

Immediate family means:

Father	Daughter-in-law
Mother	Stepparents
Sister	Stepchild
Brother	Brother-in-law
Child	Sister-in-law
Wife or Husband	Grandparents
Mother-in-law	Grandparents of current spouse
Father-in-law	Grandchildren
Son-in-law	Dependent living at home

Additional time, not to exceed a total of seven (7) consecutive days, will be granted through personal, vacation or non-paid days.

Section 10.10 Management Leave

A regular, full-time employee in a bargaining unit position who accepts an unrepresented management position in the Sheriff Department shall receive a leave of absence from the classification for the period of such duty, and seniority with the Employer shall continue. An employee returning to a bargaining unit position from such service shall be reinstated and shall be entitled to all benefits set forth in this Agreement, provided that he/she satisfied the eligibility requirements established in this Agreement and a vacancy exists. The returning employee shall not invoke any seniority rights for a period of one (1) year (e.g., vacation scheduling).

ARTICLE XI **HOLIDAYS**

Section 11.1 Recognized Holidays

All full-time regular and probationary employees will be eligible to receive holiday pay under the following regulations. Employees will be paid their current rate based on an eight (8) hour day for said holidays:

New Year's Day	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	New Year's Eve Day
Labor Day	Employee's Birthday

Section 11.2 Holiday Eligibility

Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- a. An employee who agrees or is scheduled to work on a holiday but fails to report for work shall not be entitled to holiday pay. An employee who agrees or is scheduled to work on a

holiday but fails to work his/her entire scheduled shift shall only receive holiday pay based on the number of hours actually worked.

- b. Employees must work the day immediately preceding a holiday and the day immediately following the holiday, if scheduled, in order to be eligible for the holiday pay. The only exceptions to this provision will be previously scheduled vacation leave, funeral leave or paid personal leave. The provisions of Section 10.6 do not apply in regards to this section.
- c. The employee must not be on an unpaid leave of absence, layoff, or disciplinary suspension.

Section 11.3 Holiday Work

Employees who work on a holiday shall receive one and one-half (1-1/2) times their straight time regular rate of pay for all hours actually worked on the holiday, plus holiday pay.

Section 11.4 Holidays During Vacations

Holidays recognized by this Agreement that fall within an employee's vacation period will not be considered as part of their vacation.

Section 11.5 Elections

Employees scheduled to work on any National or State Election days will be given one (1) hour off for the purpose of voting without loss of any pay upon presentation of proof of eligibility to vote and notice of their desire to vote given to their immediate supervisor at least one (1) day in advance, provided the employee is required to work the full time during which said polls are open. Time taken shall be either the first or last hour of the workday when polls are open.

ARTICLE XII **VACATIONS**

Section 12.1 Vacation Benefits

All regular full-time employees of the Antrim County Sheriff's Department, within the bargaining unit, shall be entitled to vacation time with pay in accordance with the following schedule and under the conditions established herein:

- Employees who have completed one (1) full year of service shall receive ninety-six (96) hours.
 - Employees who have completed five (5) full years of service shall receive one hundred twenty (120) hours.
 - Employees who have completed ten (10) full years of service shall receive one hundred sixty (160) hours.
 - Employees who have completed fifteen (15) full years of service shall receive one hundred eighty (180) hours.
 - Employees who have completed twenty (20) full years of service shall receive two hundred (200) hours.
- a. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.
 - b. Vacation hours can be accumulated only in the amount not to exceed two hundred eighty (280) hours at the end of each calendar year.
 - c. In cases of retirement, resignation, discharge, or death of an employee, the employee or his

or her estate will be paid for all vacation hours which have accumulated to his or her credit, subject to the provisions of Section 15.22.

- d. Vacation Scheduling – Vacation schedules will be worked out as far in advance as possible. Vacation selection shall be by department seniority (date of hire). Employees shall pick vacations in the month of December for the period covering January through June. Employees shall pick vacations in the month of June for the period covering July through December. Employees wishing additional vacation time after the December and June selection period shall be granted time off on a first come, first serve basis.
- e. Employees shall request vacation in no less than a seven (7) day block, provided, however, the Sheriff may authorize vacation leaves of less than a seven (7) day block if such time off does not unreasonably interfere with the efficient operation of the Department. The Sheriff's judgment in this regard shall not be arbitrary or capricious.
- f. Vacation length at one time will be a maximum of twenty-one (21) days, including days off, holidays, personal time, and weekends, unless a longer period is approved by the Sheriff.

ARTICLE XIII **RETIREMENT**

Section 13.1 Pension

The Employer will continue to be a member of the Michigan Municipal Employee Retirement System (MERS), and all regular full-time employees will become members of the MERS. Provision is made for a full-time employee that is not currently working for Antrim County to have his or her service time computed from the sixty-first (61st) day of continuous employment.

- a. For employees hired before January 1, 2014, the Employer shall pay the full cost, inclusive of the employee's share of the MERS B-4 pension plan inclusive of the F55/20 rider.
- b. Employees eligible to participate in the MERS pension plan under the MERS Plan Document hired on or after January 1, 2014 will be covered by the MERS Hybrid Plan. The Plan will consist of a Defined Benefit (DB) component with a 1.25% benefit multiplier and a Defined Contribution (DC) component. The Employer and the employee will contribute to the DC component of the Plan, with the employee contributing a minimum of one percent (1%) contribution to the DC component of the Plan, and will be allowed to make additional contributions as allowed under the Plan, MERS regulations and any applicable laws. The County will match the employee's contribution in an amount not to exceed eight percent (8%) of the employee's payroll less the cost to the Employer of the DB component of the Plan with the Employer's maximum combined DB and DC contribution being eight percent (8%). Employees will be one hundred percent (100%) vested after six (6) years of service.

The employee shall keep the same pension if they move from the Command Unit to another unit in the Antrim County Sheriff Department. An employee who moves into the Command Unit from a different bargaining unit will retain the pension plan they had previous to joining the Command Unit.

ARTICLE XIV **INSURANCE**

Section 14.1 Life Insurance

The Employer agrees to provide decreasing group term life insurance in the amount of twenty-five thousand dollars (\$25,000) with AD&D for all regular full-time employees. All benefits will

be paid according to the terms of the insurance contract in force at the time of the claim.

Section 14.2 Hospitalization Insurance

Employer agrees to provide group health insurance benefits for full-time employees, including dependent coverage. The current Priority Health HMO (base plan) includes:

- Thirty dollars (\$30) co-pay on primary care doctor office visits, virtual visits covered 100%; forty-five dollars (\$45) for specialist office visits, sixty (\$60) for urgent care, one hundred (\$100) for emergency room.
- Prescription drug rider co-pay of fifteen dollars (\$15) generic and fifty dollars (\$50) Preferred brand (\$80.) Non-preferred specialty
- \$750/\$1,500 deductible.
- Once deductible is satisfied, the plan becomes an 80/20 plan with an out-of pocket-maximum of \$1,500/\$3,000 annually.
- Annual Out-of-Pocket Maximum: \$7350/\$14,700
- The dental coverage shall have a cap of \$1,000 annually and \$1,000 lifetime for orthodontics.
- Stand-alone programs shall be offered only as allowed by carrier's rules. Any employee taking a stand-alone dental rider must take the benefit at the lowest cost benefit level offered by the employer.

All options include prescription and dental coverage. Dental coverage is paid for by the Employer and is not included in the premium amount subject to the caps. Optical insurance, Vision Service Plan (VSP), shall be available to employees only through payroll deduction.

The Employer shall notify the employee of any increase in insurance premium, as soon as possible, prior to the implementation of such increase in premium. Employees shall have the option of negotiating modifications or reductions in benefit levels to reduce premium co-payments.

All benefits will be paid according to the terms of the insurance contract in force at the time of the claim.

Employees may "buy up" to other offered insurance plans but must pay one hundred percent (100%) of the difference between the Employer's caps and the cost of the other plan. The caps will be adjusted annually based on the medical care component of the United States Consumers Price Index for the previous year released in October from the United States Department of Labor, Bureau of Labor Statistics. For the 2019 benefit year, the caps are as follows:

Monthly Caps from January 1, 2019, to December 31, 2019

Single	\$ 557.10
Two-Person	\$1,248.18
Family	\$1,560.23

Employees whose spouses are also employed by Antrim County will not be eligible to be double covered under the health insurance program. The employee who is ineligible for coverage under the health insurance program will have the option to participate in the annuity in lieu of health insurance program described in Section 14.3 of this Agreement.

For all employees who retire after the effective date of this Agreement, the Employer shall contribute two hundred dollars (\$200.00) per month toward the retiree and/or surviving spouse's health insurance and for a period of ten (10) years immediately following the employee's retirement or until eligible for Medicare, whichever occurs first. To be eligible for this benefit the employee must retire under the Employer's retirement system and attain a combination of age and service that equals seventy (70).

Section 14.3 Annuity in Lieu of Health Insurance

During the term of this Agreement, for full-time and regular part-time employees who would be eligible for hospitalization insurance and are able to demonstrate they have health insurance through another source, the Employer agrees to provide an annuity in lieu of health insurance in an amount of three hundred sixty-two dollars (\$362.00) per month. New employees shall not be eligible for the annuity in lieu of health insurance program until they have been employed by Antrim County for sixty (60) days.

Section 14.4 Disability Continuance

The Employer agrees to continue payments of the premiums for life and hospitalization insurance for employees who are on a job related disability until a Workers' Compensation settlement results or thirty-six (36) months, whichever comes first.

Section 14.5 Continuation of Coverage

There shall be no liability whatsoever on the part of the Employer for any insurance premium payment for an employee who is on a layoff or unpaid leave of absence beyond the month such layoff or leave of absence commenced except as required by law or another section of this contract. An employee who is not on the County's payroll (hours actually worked, vacation time, or personal time) is considered to be on a leave of absence.

Section 14.6 Statutory Changes in Health Insurance

If, during the term of this Agreement, Federal or State legislation is enacted regarding employee health insurance benefits and such legislation affects either the Employer or the employees, both parties agree to meet and negotiate the effects.

Section 14.7 Sickness and Accident Insurance

The Employer shall provide and pay the cost of a sickness and accident insurance program covering full-time employees. The weekly benefit shall consist of seventy percent (70%) of the employee's gross weekly wage. This benefit shall be payable from the first (1st) day of hospitalization or a disability due to injury or from the eighth (8th) calendar day of disability due to illness for a maximum period of time of twenty-six (26) weeks.

Any employee on a disability leave (unrelated to work) in excess of thirty (30) days will not accrue vacation days. Employees will not advance through the steps of the pay grade until return to duty. Seniority will continue for the length of the benefit. Pension service credit will be awarded subject to carrier rules.

Section 14.8 False Arrest Insurance

The Employer will provide for the employees' false arrest insurance with the Michigan Municipal Risk.

Section 14.9 Selection of Insurance Carriers

The Employer reserves the right to select or change all insurance carriers provided the level of benefits remains equal or better. In the event that this option is exercised, at no time will the employees be without insurance coverage.

Section 14.10 Workers' Compensation Supplement

The county will make up the difference between Workers' Compensation benefits and the employee's regular take-home pay for no more than six (6) months for injuries incurred in the line of duty under the following circumstances:

- a. Assault upon the officer.
- b. Pursuit of a suspect (other than vehicular pursuit).
- c. Auto accidents.
- d. Medically verifiable contracted illnesses from work related contacts. Doctor to provide verification to be chosen by Employer.

Section 14.11 Benefits

The offering of all benefits are subject to carrier's rules.

ARTICLE XV **MISCELLANEOUS**

Section 15.1 Union Access

Authorized representatives of the Union shall be permitted to visit the operations of the Employer during working hours, provided that such representative first announces himself/herself to the Sheriff or Undersheriff or officer in command in the absence of the Sheriff or Undersheriff, and provided further, that such visit does not unreasonably interfere with the employees carrying out their assigned duties.

Section 15.2 Pay Periods

The Employer shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his or her earnings and all deductions made for any purpose.

Section 15.3 Bonding

If required by the Employer, regular full-time employees shall be bonded and the cost of said bonds shall be borne by the Employer.

Section 15.4 Safety Committee

A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

Section 15.5 Uniforms and Equipment

The Employer agrees to furnish all reasonable and necessary uniforms and equipment to the Command Unit officers for the performance of their duties. Subject to the Sheriff's rules, the Employer will provide for the dry cleaning of those items of the uniforms which require dry

cleaning.

- a. Boot/Equipment Allowance – Uniformed employees shall receive up to two hundred dollars (\$200), paid annually through payroll. Any and all equipment associated with this subsection must be clearly related to performing the job, which includes purchases associated with off-duty carry.
- b. Detective Clothing Allowance – Employees assigned to plain clothes detective positions shall receive annually, an allowance of up to nine hundred dollars (\$900) paid annually through payroll, the purpose of which includes purchases associated with off-duty carry.

Section 15.6 Equipment Accidents and Reports

- a. The Employer shall consider first the personal safety of the employees in establishing operation procedures.
- b. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and, if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation.
- c. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job for that whole day by medical authority will be paid at his or her regular rate for the remainder of the shift.
- d. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.
- e. Any employee involved in any accident shall report said accident and any physical injury sustained immediately to the Sheriff or his or her designee. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.
- f. It is the duty of the employee to report all defects of equipment and he or she shall do so immediately or at the end of his or her shift. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer.

Section 15.7 Locker Rooms

The Employer will provide wash rooms and lockers for the changing and storing of clothing. Lockers of individual officers will not be opened for inspection except with permission or in the presence of the officer or his or her designated representative or steward.

Section 15.8 Bulletin Board

The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer.

Section 15.9 Special Conferences

Either party may request a special conference between the parties to consider matters of

mutual concern. Such special conferences shall be scheduled at the mutual convenience of the parties. The party requesting such conference will prepare an agenda and submit it to the other party at least five (5) days in advance of the scheduled date for the conference. Unless otherwise agreed, only those items on the agenda will be discussed. Special conferences shall not be used to circumvent the grievance procedure or used to open up this Agreement to collective bargaining.

Section 15.10 No Discrimination

There shall be no discrimination against any employee or employees by either the Employer or the Union in regard to hiring, tenure of employment, promotions, transfers or other conditions of employment because of race, color, creed, sex, age, marital status, or religion.

Section 15.11 Captions

The captions used in each Section of this Agreement are for the purpose of identification only and are not a substantive part of this Agreement.

Section 15.12 Policy and Procedures

The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be provided to each employee if such rules, regulations, policies and procedures concern working conditions.

Section 15.13 Discharge and Suspension

The Employer reserves the right to invoke disciplinary suspension or discharges for enforcement of Departmental standards or for improper conduct provided, however, that such action shall be for just cause. The Employer agrees to give the employee suspended or discharged the reasons for such action. If the charges involve criminal activity, the employee shall have the right to consult legal counsel before he or she is questioned.

Section 15.14 Savings Clause

Any part of this Agreement which shall conflict with applicable state or federal law now or in the future shall be null and void but only to the extent of the conflict. All other parts shall continue in full force and effect for the duration of this Agreement.

Section 15.15 Wages

Schedule "A" shall constitute a part of this Agreement and lists the wage rates for the respective classifications covered by this Agreement.

Section 15.16 New Classifications

Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have fifteen (15) calendar days from receipt of such notification to object to the assigned rate. Thereafter, the parties shall meet within thirty (30) calendar days to negotiate any changes which might be required. If the parties are unable to reach agreement, the rate of pay shall be subject to the arbitration procedure set forth in this Agreement if the Union gives written notification of its intent to arbitrate to the Sheriff within fifteen (15) calendar days following the meeting of the parties on the subject.

Section 15.17 Mileage

When an employee is required to drive his or her personal vehicle in the performance of his or her job, as directed by the Employer, he or she shall receive reimbursement at the rate established for Antrim County employees.

Section 15.18 Extra Contract Agreements

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employee, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement.

Section 15.19 Medical Arbitration

In the event of a dispute involving an employee's physical or mental ability to perform his or her job and the Employer is not satisfied by the determination of the treating physician, the Employer may require the employee to be examined by a doctor of its own choice and at its expense. If the dispute still exists, final resolution, binding on both parties, shall be a report of a third doctor chosen by the employee's doctor and the Employer's doctor. The cost of this report shall be shared equally by the Employer and the Union.

Section 15.20 Reserve Officers

- a. The Employer may establish a reserve officer program. Reserve officers may be utilized to supplement the existing work force as the second officer in a patrol vehicle.
- b. It is specifically understood by the parties that the responsibility and liability for the use of reserve officers rests exclusively with the Employer.
- c. Reserve officers will not be used to supplement the work force for the reasons of avoiding the payment of overtime.
- d. Reserve officers will not be covered by or subject to the provisions of the Agreement.

Section 15.21 Waiver

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement. It is not the intent of this clause to delete any of the established practices which are uniformly applied in the Department relating to wages, hours and working conditions.

Section 15.22 Benefits on Termination Without Two Weeks' Notice

Any employee who willingly terminates employment without two (2) weeks notice will not receive payment for any personal leave or accrued vacation. The employee must be on the job and working for a period of time equal to two (2) weeks after the two (2) weeks' notice is given unless there are circumstances beyond the employee's control. Payout of vacation time and personal time will be made minus any deductions the employee owes the County.

Section 15.23 Retroactive Pay and Benefits

Upon ratification, only those eligible individuals currently employed by Antrim County and on the payroll at the time of ratification shall be covered by the Agreement.

Section 15.24 Emergency Manager Provision

An emergency manager appointed under the local government and school district fiscal accountability act is allowed to reject, modify, or terminate this collective bargaining agreement, as provided in the local government and school district fiscal accountability act.

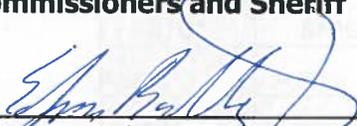
ARTICLE XVI
DURATION

Section 16.1 Termination

This Agreement shall be in full force and effect from January 1, 2019, to and including midnight, December 31, 2021, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve a notice upon the other at least sixty (60) days prior to December 31, 2021.

WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Antrim County Board of Commissioners and Sheriff



Edgar Boettcher, III, Chairman

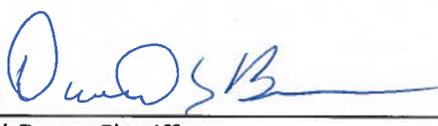
Date: 7-18-2019

Michigan Fraternal Order of Police



Steve Warren, Business Agent

Date: 7/22/2019



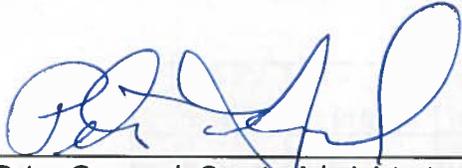
Daniel Bean, Sheriff

Date: 7/22/19



James Janisse, Chief Steward

Date: 7/22/19



Peter Garwood, County Administrator

Date: 7-19-2019

Year	Rate	Rate	Rate
2019			
2020			
2021			

Command Unit - Wage Scale 2019 Schedule A

Classification	2019 Increase	2018	2019
Sergeant	3.0%	26.45	27.24
Corporal	3.0%	22.87	23.56
Lead Dispatcher	3.0%	21.30	21.94

BOC Ratification 7-3-19: (2019 wages effective 7-14-2019)

\$600 one time stipend

\$1 for Lead Dispatcher added to 2018

Command Unit - Wage Scale 2020 Schedule A

Classification	2020 Increase	2019	2020
Sergeant	3.0%	27.24	28.06
Corporal	3.0%	23.56	24.27
Lead Dispatcher	3.0%	21.94	22.60

Command Unit - Wage Scale 2021 Schedule A

Classification	2021 Increase	2020	2021
Sergeant	3.25%	28.06	28.97
Corporal	3.25%	24.27	25.06
Lead Dispatcher	3.25%	22.60	23.33

LETTER OF UNDERSTANDING
between
ANTRIM COUNTY
and
MICHIGAN FRATERNAL ORDER OF POLICE
COMMAND UNIT

TOUR OF DUTY – 12 HOUR SHIFT

Whereas, the Antrim County Board of Commissioners and the Antrim County Sheriff have entered into a collective bargaining agreement with the Michigan Fraternal Order of Police for the Antrim County Command Unit employees which expires on December 31, 2021 ; and

Whereas, the Antrim County Sheriff agrees to maintain shifts of Command Unit at (twelve) 12 hours per day for the next (twelve) 12 months; and

Whereas, if the Antrim County Sheriff decides to change the hours in a shift, notification will be provided to the Union no less than (thirty) 30 days before the end of the (twelve) 12 month period; and

THEREFORE, if no change is made by January 1, of the current year, a new (twelve) 12-month period will start with the same conditions as given for the previous year.

Antrim County:



Daniel Bean, Sheriff

7/22/19

Date



Peter Garwood, County Administrator

7-19-2019

Date

Michigan Fraternal Order of Police:



Steve Warren, Business Agent

7/22/2019

Date

LETTER OF UNDERSTANDING
between
ANTRIM COUNTY
and
MICHIGAN FRATERNAL ORDER OF POLICE
COMMAND UNIT

COMPENSATORY TIME

Whereas, the Antrim County Board of Commissioners and the Antrim County Sheriff have entered into a collective bargaining agreement with the Michigan Fraternal Order of Police for the Antrim County Command Unit employees which expires on December 31, 2021; and

Whereas, it is agreed that compensatory time will be addressed as follows:

- An employee may carry no more than 40 hours of compensatory time.
- Compensatory time must be taken a full shift at a time.
- A seven (7) day advanced request must be given to the Sheriff or his designee.
- Request will be denied if it will create overtime.

Therefore, it is agreed that this Letter of Understanding will expire on December 31, 2021.

Antrim County:

 7/22/19

Daniel Bean, Sheriff

Date

 7-19-2019
Peter Garwood, County Administrator

Michigan Fraternal Order of Police:



Steve Warren, Business Agent

Date

7/22/2019