Agreement

between

County of Antrim

and

Sheriff of Antrim County

and

Police Officers Association of Michigan Representing the Deputies / Dispatchers 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 Police Officers Association of Michigan, 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 Police Officers Association of Michigan, 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 classified and occupying the Act 312 eligible positions of deputy, telecommunicator, but excluding the Sheriff, Undersheriff, sergeants, corporals, lead dispatch supervisor, corrections officers, cooks, secretary/office manager, clerk/typist, transcriptionist, recreation officer, part-time employees, seasonal and casual employees, secretary and temporary employees.

Section 1.2 Part-Time Employees

The Employer reserves the right to utilize part-time employees. The Employer agrees, however, that utilization of part-time employees shall be as has been the established past practice.

Section 1.3 State or Federal Funded Employees

Those employees whose employment with the Employer is funded wholly or partially by temporary State or Federal funded programs may be terminated upon the cessation of such State or Federal funding without regard and without recourse to this Agreement. This section shall not apply to any employee, except as referenced above, who is a regular employee covered by the terms of this Agreement at the time the Employer accepts a State or Federal grant.

ARTICLE II
UNION SECURITY

Section 2.1 Agency Shop

As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.1, thirty-one (31) days following date of employment, shall either become members of the union and pay to the union dues uniformly required of all union members, or pay to the union a representation fee equal to the cost of negotiating and administering this Agreement, which shall not exceed the amount of the union dues.

Section 2.2 Checkoff

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee, all dues and fees of the Police Officers Association of Michigan, provided, however, that the Union presents to the Employer, authorizations signed by such employees, allowing such deduction and payments to the POAM. This may be done through the Treasurer of the Union.

a. Amount in fees and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

b. Monthly agency fees and/or dues will be deducted by the Employer and transmitted to the Union under the same circumstances as prescribed above for the deduction and transmission of Union dues and fees.

c. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising out of these provisions or from complying with any request for termination under the provisions of this section.

ARTICLE III
REPRESENTATION

Section 3.1 Officers of the Union

a. The Employer recognizes the right of the Local Union membership to elect one (1) President and one (1) alternate from the Employer's seniority list. The authority of the President and alternate so elected by the Local Union 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 stoppage, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

b. The President and alternate 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 President and his or her alternate 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 President who violates his or 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 President or designee for all reasonable time lost from his or her regular work while the President or designee is processing a grievance in accordance with the grievance procedure. The Union agrees that if the President is on road patrol or on duty at a place other than the offices of the Sheriff's Department, the President shall complete his or her assigned task before he or she begins to process a grievance. The President must first report to his or her immediate supervisor before he or she begins to process a grievance and must report back to his or her immediate supervisor when he or she has completed his or 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 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 or 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 or she may have his or her President or designee 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, 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 President or designee and, within five (5) days following the verbal discussion, presented to the Sheriff. The Sheriff, President and the grievant, if requested by the President, shall discuss the grievance in an attempt to resolve the grievance. The Sheriff shall place his or her answer on the grievance form and return it to the President within five (5) days following the meeting.

Step 3a: 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 at Step 2. 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 their written answer on the grievance no later than seven (7) days following the meeting.

Step 3b: Prior to the request for arbitration of any unresolved grievance, either party may invoke a request for mediation of unresolved disputes. The party so requesting shall notify the other party in writing. Upon notification, the parties shall mutually agree upon a mediator selected from Gaylord or Traverse City mediation organizations. If a settlement is reached as a result of mediation, such settlement shall be committed to writing. Time limits for filing of arbitration shall be held in abeyance pending the mediation process. The parties shall equally share the cost of the mediation service.

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 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 5.7 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 5.8 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 paid seventy-five percent (75%) by the losing party and twenty-five percent (25%) by the winning party. 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 5.9 Arbitrator's Powers

Arbitration as established in this Agreement is intended to resolve disputes between the parties only over the interpretation or application of matters which are specifically covered in this Agreement and which are not excluded from arbitration. 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 or 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. The arbitrator's decision shall be final and binding upon the Union, the Employer, and employees in the bargaining unit.

It is agreed that neither party shall have the right to arbitration of grievances involving oral warnings or counseling memorandums. The arbitrator shall not mitigate in whole or in part any discipline where it is alleged that a previous sheriff condoned violations of the work rules, regulations, duties, and responsibilities; provided however, the Union reserves the right to contest discipline which it contends has been imposed in a discriminatory manner. If the arbitrability issue is raised, the arbitrator shall decide the merits of the grievance only if arbitrability is affirmatively decided.

Section 5.10 Use of Discipline Record

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

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 and compensation for personal services that they may have received from any source during the period in question except outside income which was normally being earned prior to imposition of the challenged discipline.

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 or 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. When two employees are hired in the same classification, on the same date, seniority will be decided by withdrawing a name out of a hat.

Section 7.2 Probationary Employees

All new full time bargaining unit employees shall be considered probationary employees for a period of two thousand eighty (2,080) regular hours, provided, however, that such probationary period shall not include any time when the employee is not on the payroll. Upon completion of the probationary period, an employee shall be placed on the seniority list and shall have seniority dating from his or her last date of hire. The Union shall represent probationary employees for the purposes of collective bargaining; however, probationary employees may be laid off or terminated by the Employer at any time without regard and recourse to this Agreement.

Section 7.3 Seniority List

The seniority list on the date of this Agreement shall show the names and classifications 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 or she quits or retires.

b. He or she is discharged or terminated and the action is not reversed through the grievance procedure.

c. He or 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 or 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 or she has been on layoff status for a period of two (2) years or the length of his or her seniority at the time the layoff commenced, whichever is less.

f. He or she makes an intentional and material false statement on his or her employment application, on an application for a leave of absence, or any official police report.

g. If the employee is on a 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 President 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 employee or employees must have the ability to perform efficiently the remaining required work. Further layoffs from the classification affected by the layoff 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 efficiently the remaining work.

c. Upon being laid off from a deputy classification under the provisions of sub-section a of this section, an employee who so requests shall, in lieu of layoff, be demoted to a lower classification with the bargaining unit, provided, however, that the employee has the necessary qualifications, skill, ability and experience to perform the remaining required work and can satisfactorily meet the required work hours in the remaining work schedule and provided further, that the employee has greater seniority than the employee who he or she is to replace in the lower classification. An employee demoted in lieu of layoff to a lower classification shall receive the rate of pay received by the lower classification in conjunction with his or her years of service.

d. The Employer agrees to provide at least ten (10) days notice of any reduction in the work force.

Section 7.7 Recall

Employees who have been laid off shall be given two (2) weeks notice of recall to work, mailed to them at their last known address by registered or certified mail. 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, thirty (30) days in advance. Bargaining unit employees may request consideration for such open position by notifying the Sheriff in writing of their intent. Such employees will be considered along with outside applicants for the position.

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.

Section 7.10 Return to Bargaining Unit

Employees who return or are returned to the Bargaining unit by the Employer after eighteen (18) months shall have day one (1) seniority for purposes of layoff and recall and for benefits predicated on the Bargaining unit or classification seniority. Employees may return for up to eighteen (18) months without loss of seniority.

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 or dispatch within their respective division. 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 a division. This program involves the upward movement of personnel from within the Department. Each promoted employee must be a current member of the Department and must meet all the eligibility rules of this Promotion Procedure.

Section 8.3 Program Weight

Sheriff is open to modifying test and will explore other options. Scores shall be based upon the written examination and promotion interview board. The weights assigned shall be as follows:

a. Written examination sixty-five (65) points (an applicant must receive a minimum score of sixty-five percent (65%) in order to be eligible to take an oral interview).

b. Oral interview twenty-five (25) 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 fifty (50) 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 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. If the roster drops to two (2) remaining qualified candidates within ninety (90) days of the initial promotion, at the time the sheriff desires to fill a second position, the Sheriff shall promote from the two (2) remaining candidates. For any promotions after the ninety (90) days,

the Sheriff shall initiate a round of testing in order to bring the roster back up to three (3) qualified candidates.

Any employee that has tested and failed, with a written test score of less than sixty percent (60%) will not be eligible to take the test again for a period of eighteen (18) months from the date of the failed test.

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 or 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 or her former classification or the employee may on his or her own volition, request, in writing, to be relieved of his or her new classification and be returned to his or her former classification. If an employee returns to his or her former classification at his or her own request, his or 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.

a. Field Training Officer (FTO). Probationary road patrol officers shall be assigned to a Field Training Officer and work with same for the first three (3) months of their probation.

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. 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 classified Deputy Sheriff with two (2) years continuous employment service in the Department and a total of five (5) years law enforcement experience as a fully sworn, certified officer and must have performed road patrol duty.

b. 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 or 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 or her designated representatives, and the employee and his or 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.

Section 8.12 Eligible Positions

As it relates to the POAM contract, promotion to any sergeant position (administrative or road) shall be subject to Article VIII, Promotion Procedure, Sections 8.1, 8.2, 8.3, and 8.7.

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 or 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. In the event any Road Patrol Deputy is assigned to an eight (8) hour schedule the scheduled days off shall be two (2) days consecutively, unless mutually agreed otherwise or in the event training days are involved.

Section 9.3 Shift Selection

Employees will maintain a shift for a period of six (6) months. At the conclusion of the six (6) months, the employee shall then bid his or her shift preference for the next six (6) months. The bids shall also be in accordance with Article IX of the Labor Agreement contracts. Employees will bid his or her shift preference no later than the following dates:

Shift request deadline date	Scheduling months
December 5	January – June
June 5	July – December

Employees who turn in their shift preference by the due date to his or her sergeant will have first priority. Determination of the shift assignment shall be based on the employee's preference according to his or her seniority within the classification and by whose shift preference slips were received in a timely basis "by the 5th". Those eligible must have completed at least one (1) year of service within their classification.

The Employer shall grant such requests for shift preference provided that said request shall not be detrimental to the efficient operation of the department. If request is denied and based on a legitimate business decision, such decision may be the subject of a special conference. The Employer maintains the right to make temporary assignments in mid-quarter due to illnesses or injuries, training, promotions, vacancies, or probationary employee status.

In the event the Employer determines the need to assign an employee from one shift to another, the Employer shall first seek a volunteer. If there are not sufficient volunteers, employees shall be reassigned in order of lowest seniority on the shift from which employees are to be reassigned.

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 or 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 the hours in a regularly scheduled workday and/or eighty (80) hours in a tour of duty. There shall be no pyramiding or duplication of overtime premium pay. For purposes of overtime eligibility all hours compensated shall count as hours worked. Any payoffs required in the contract shall be at straight time hours.

Section 9.5 Call-In-Pay

An employee called in to work or to attend a mandatory meeting on his or 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 or her regular rate of pay, except for call-ins or meetings which begin one (1) hour or less prior to or after his or 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 meal break each day 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 or 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 or her designee will be the determining authority on the necessity of overtime. The Sheriff or his or 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 that 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 or 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 or 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, paid personal time 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 or 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 Staffing

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

Section 9.11 Shift Premium

a. If an employee is working a twelve (12) hour schedule, the shift that begins after 4:00 p.m. shall be considered the night shift and shall receive an additional 40 cents 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 9.12 Field Training Officer (FTO) Program

The Antrim County Sheriff's Department FTO Program will be implemented as outlined in the FTO training manual. This shall include but is not limited to four (4) trained field training officers including one (1) FTO sergeant. New hires will be required to complete a four (4) month FTO Program including a shadow period. The early release from the FTO Program due to experience and knowledge will be solely up to the FTO sergeant and Sheriff. New hires will spend a minimum of one (1) week in both dispatch and corrections before starting on road patrol.

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 of 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 14.6 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 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 or she satisfies the eligibility requirements established in this Agreement.

Section 10.3 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 10.4 Paid Personal Time

All full-time non-probationary employees covered by this Agreement shall be credited with eighty (80) hours of paid personal time on January 1 of each year. Probationary employees will not be eligible for paid personal time benefits until they have completed six (6) months of service. Upon completion of six (6) months of service an employee will be credited with a pro-rata amount of personal time equal to eighty (80) hours times his or her months of employment prior to January 1, divided by twelve (12). Employees whose first six (6) months of

employment overlap January 1 of any year will be credited with eighty (80) hours of paid personal time after completion of six (6) 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 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 for medical or dental extractions or treatment shall be taken in not less than one-half (1/2) day increments.

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 six (6) 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 10.5 Conditions for Paid Personal Time

Paid personal time shall be subject to the following conditions:

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

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 or 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 or her paid personal time credits, for any one (1) injury, but shall not be allowed in 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 time or vacation time. 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 or she is physically able to do work available before his or her return to active work.

Section 10.6 Extended Unpaid Medical Leave

Extended unpaid medical leave without pay for a period of time not to exceed twenty-six (26) weeks 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 by the Employer in thirty (30) day increments subject to the right of the Employer to require proof of the disability. Employees must report any change of conditions or request a continuation of leave. In no case shall extended unpaid medical leave exceed one (1) year.

Section 10.7 Medical Certificates and Examinations

Employees requesting leave for sickness or injury or a continuation of 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 sick leave of absence. The Employer may require as a condition of any leave due to an illness or injury, regardless of duration, a medical certificate setting forth the reasons for the leave.

Section 10.8 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 400 miles, or for 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	Stepparents
Mother	Stepchild
Sister	Brother-in-law
Brother	Sister-in-law
Child	Grandparents
Wife or Husband	Grandparents of Spouse
Mother-in-law	Grandchildren
Father-in-law	Dependent living at home

This is in addition to vacation and paid personal leave time.

Section 10.9 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 paid leave time, however, the employee may elect to save up to ten (10) vacation days. Employees will not be required to use paid time off while under the short term disability coverage (twenty-six [26] weeks) or Workers' Compensation coverage.

Section 10.10 Maternity Leave

Maternity leave shall be treated the same as a leave due to illness or injury.

ARTICLE XI
HOLIDAYS

Section 11.1 Recognized Holidays

All regular full-time probationary and regular full-time 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 or her entire scheduled shift shall only receive holiday pay based on the number of hours actually worked.

b. Employees must work the two (2) days immediately preceding a holiday and the two (2) days immediately following the holiday, if scheduled, in order to be eligible for the holiday pay. The only exceptions to this provision will be funeral leave and previously scheduled vacation.

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 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.

Section 11.6 Holidays – Ten (10) Hour Schedule

Employees working ten (10) hour shifts who are scheduled off on a holiday shall make up the difference between the eight (8) hour benefit and the ten (10) hour shift by utilizing two (2) hours personal time or by working an additional two (2) hours to make up the shortage. Employees may also elect to take a short pay period. Upon exhaustion of personal time, employees may substitute vacation time.

ARTICLE XII
VACATIONS

Section 12.1 Vacation Benefits

All regular full-time employees 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 provision 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. Employees shall be entitled to apply for and may be granted vacation periods in accordance with Section 12.1 d, which may consist of up to a maximum of twenty-one (21) consecutive days which may be a combination of holiday, paid personal time, vacation leave time and weekends. The exception to this policy shall be vacation time used immediately preceding retirement which may exceed twenty-one (21) days in duration; subject to the provision of Section 15.22 and ninety (90) to one hundred eighty (180) day advanced written notice.

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 to have his or her service time computed from the sixty-first (61st) day of continuous employment. The Employer will notify each new employee of this provision.

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.

ARTICLE XIV
INSURANCE

Section 14.1 Life Insurance

The Employer agrees to provide decreasing term life insurance in the amount of twenty-five thousand dollars ($25,000.00) with A D & 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 ($30.00) co-pay on primary care doctor office visits, zero dollars ($0) for virtual visits, forty-five dollars ($45.00) for specialist office visits, sixty dollars ($60.00) for urgent care visits, one hundred dollars ($100.00) for emergency room visits.
- Prescription drug rider co-pay of fifteen dollars ($15.00) generic, fifty dollars ($50.00) preferred brand, eighty dollars ($80.00) non-preferred specialty brand.
- $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 is $7,350/$14,700.
- The dental coverage currently provided by Delta Dental
- 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. During Worker's Compensation leave, pension credit will continue.

Section 14.5 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) will not accrue vacation days nor have pension contributions made. 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 14.6 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 leave of absence beyond the month such layoff or leave of absence commenced except as required by law or the provisions 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 14.7 False Arrest Insurance

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

Section 14.8 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 14.9 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 makes the Employer unable to meet or fulfill their contractual obligations, both parties agree to meet and negotiate the effects.

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. Injury sustained while attempting to save a life or rescue.

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 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 Deputies 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. Boots/Equipment Allowance – Uniformed employees shall receive two hundred dollars ($200.00) per year, 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 an annual allowance paid through payroll of eight hundred fifty dollars ($850.00).

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 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 Notice

Any employee who willingly terminates employment with the Employer 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 New Hire

The Sheriff may start at the one (1) year wage rate, a newly hired employee who possesses three (3) or more years of Michigan experience in the relevant classification.

Section 15.25 Emergency Manager Provision

An Emergency Manager appointed under the Local Government and School District Financial Accountability Act (being, MCL, 141.1501, et seq) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act. Inclusion of the language required under section 15 (7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of:

1. Appointment of an Emergency Financial Manager,
2. PA 4 of 2011 (Local Government and School District Fiscal Accountability Act, or
3. Any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

ARTICLE XVI
DURATION

Section 16.1 Termination

This Agreement shall be effective on the date executed 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.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written below.

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

Antrim County:

Edgar Boettcher, III Chairman

1/18/19
Date

Daniel Bean, Sheriff

1/17/19
Date

Peter Garwood, County Administrator

1-17-19
Date

Police Officers Association of Michigan:

Daniel Kuhn, Business Agent

1-18-19
Date

#20
John Bush, Chief Steward

1/17/19
Date

#24
Edward P. Smith, Alternate Steward

1-17-19
Date

DEPUTIES & DISPATCHERS - Wage Scale 2019

Schedule A

	2019 Increase	2018 Start	2019 START	2018 1 Year	2019 1 YEAR	2018 3 Year	2019 3 YEAR
Deputy	2.9%	19.44	20.00	21.72	22.35	23.60	24.28
Dispatcher*	2.9%	16.42	16.90	17.83	18.35	19.43	19.99

Beginning 1-1-16, the pay period for road deputies working 12-hour shifts will be 84 hours. Does not include dispatchers.

* 2018 columns reflect 2018 wage plus $1.00/hour increase negotiated for 2019.

BOC Action 1-2-19: Contract approval, 2.9% in wages for 2019

DEPUTIES & DISPATCHERS - Wage Scale 2020

Schedule A

	2020 Increase	2019 Start	2020 START	2019 1 Year	2020 1 YEAR	2019 3 Year	2020 3 YEAR
Deputy	2.9%	20.00	20.58	22.35	23.00	24.28	24.98
Dispatcher	2.9%	16.90	17.39	18.35	18.88	19.99	20.57

* Beginning 1-1-16, the pay period for road deputies working 12-hour shifts will be 84 hours. Does not include dispatchers.

BOC Action 1-2-19: Contract approval, 2.9% in wages for 2020

DEPUTIES & DISPATCHERS - Wage Scale 2021

Schedule A

	2021 Increase	2020 Start	2021 START	2020 1 Year	2021 1 YEAR	2020 3 Year	2021 3 YEAR
Deputy	2.8%	20.58	21.16	23.00	23.64	24.98	25.68
Dispatcher	2.8%	17.39	17.88	18.88	19.41	20.57	21.15

* Beginning 1-1-16, the pay period for road deputies working 12-hour shifts will be 84 hours. Does not include dispatchers.

BOC Action 1-2-19: Contract approval, 2.8% in wages for 2021

LETTER OF UNDERSTANDING
between
ANTRIM COUNTY
and
POLICE OFFICERS ASSOCIATION OF MICHIGAN
DEPUTIES AND DISPATCHERS

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 Police Officers Association of Michigan for the Antrim County Deputies and Dispatchers Unit employees which expires on December 31, 2021; and

WHEREAS, the Antrim County Sheriff agrees to maintain shifts of road deputies at (twelve) 12 hours per day for the next (twelve) 12 months; and

WHEREAS, detectives will work (eighty-four) 84 hours per pay period at straight time. The Sheriff will schedule hours. Detectives will maintain use of cars; 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

WHEREAS, both parties agree that as long as the Sheriff maintains (twelve) 12 hour shifts the tour of duty shall consist of (eighty-four) 84 hours paid at straight time.

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

1/17/19
Date

Peter Garwood, County Administrator

1-17-19
Date

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Daniel Kuhn, Business Agent

1-18-19
Date

LETTER OF UNDERSTANDING
between
ANTRIM COUNTY
and
POLICE OFFICERS ASSOCIATION OF MICHIGAN
DEPUTIES AND DISPATCHERS

COMPENSATORY TIME

WHEREAS, the Antrim County Board of Commissioners and the Sheriff (County) have entered into a collective bargaining agreement with the Police Officers Association of Michigan for the Antrim County Deputies and Dispatchers 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.
- During the remainder of the contract.

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

ANTRIM COUNTY:

Daniel Bean, Sheriff

1/17/19
Date

Peter Garwood, County Administrator

1-17-19
Date

POLICE OFFICERS ASSOCIATION OF MICHIGAN:

Daniel Kuhn, Business Agent

1-18-19
Date

LETTER OF UNDERSTANDING
between
ANTRIM COUNTY
and
POLICE OFFICERS ASSOCIATION OF MICHIGAN
DEPUTIES AND DISPATCHERS

K-9 HANDLER

The County of Antrim and the Antrim County Deputies/Dispatchers Unit, affiliated with the Police Officers Association of Michigan, agree that the newly created K-9 unit shall be governed by this agreement.

It is further understood that the deputies assigned to the K-9 unit shall be compensated for the canine care and handling outside (off-duty hours) of their regular scheduled shift as follows:

Deputies assigned to the K-9 unit shall engage in activities related to the care of the dogs assigned to them, which are outside of their normal police duties.

A. Deputies assigned to the K-9 unit shall engage in activities related to the care of the dogs assigned to them, which are outside of their normal police duties
B. Deputies shall be compensated an additional (6) hours of comp time per pay period. It should be noted that usage of comp time will be in accordance with the current comp time agreements.
C. Deputies will be allotted a minimum of (2) days per month K-9 training as determined by the Sheriff or his designee. (The Canine Handler may be regularly scheduled each month to train with the regional team and a floating local training day as determined by the Employer pending the employee's annual leave requests and other scheduled formal K-9 training.)
D. Upon the canine reaching the end of its active-duty service, the Sheriff's Office shall, at the request of the handler, transfer ownership of the canine to the handler by notifying the handler in writing. This shall happen at zero cost to the handler, per K-9 policy of the Sheriff's Office.

The parties mutually agree to the terms indicated in this letter of understanding and acknowledge by signature of same.

ANTRIM COUNTY:

Daniel Bean, Sheriff

Date: 1/17/19

Peter Garwood, County Administrator

Date: 1-17-19

POLICE OFFICERS ASSOCIATION OF MICHIGAN:

Daniel Kuhn, Business Agent

Date: 1-18-19