

AGREEMENT

BETWEEN THE

MUSKEGON COUNTY BOARD OF COMMISSIONERS

AND THE

MUSKEGON COUNTY SHERIFF

AND

MICHIGAN FRATERNAL ORDER
OF POLICE LABOR COUNCIL

(SHERIFF EXECUTIVE UNIT)

EFFECTIVE: JANUARY 23, 2024 THROUGH SEPTEMBER 30,
2028

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AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of January 2024 by and between the Muskegon County Board of Commissioners and the Muskegon County Sheriff, party of the first part, hereinafter termed the Employer, and Michigan Fraternal Order of Police Labor Council, party of the second part, hereinafter called the Union, shall be in full force and effect up to and including September 30, 2028.

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 and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged practices, between the Employer and the Union and constitutes the entire agreement between the parties. Any amendments or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

RECOGNITION

Section 1.1 **Collective Bargaining Unit**

The Employer hereby recognizes the Union as the exclusive representative for purposes of collective bargaining with the Employer for the law enforcement classifications of Lieutenant and Captain at the Muskegon County Sheriff's Department, but excluding all other ranks, and excluding all temporary, part-time, and seasonal employees.

Section 1.2 **Union Security**

The Employer agrees that during the term of this Agreement it shall be a condition of employment that all present and future employees (after completion of their thirty (30) days probationary period) shall either become members of the Union or pay a reasonable service charge for representation by the Union. Such employees may pay the service charge by means of a check-off as herein below provided.

Section 1.3

Dues Deduction

- A. The Employer agrees to deduct periodically from the pay of each seniority employee all dues, or a service charge in lieu of Union dues, and/or initiation fees of Fraternal Order of Police Labor Council and pay such amount to said Fraternal Order of Police Labor Council for each and every employee provided, however, that the Union presents to the Employer authorizations signed by such employee allowing such deductions and payment to the Local Union.
- B. 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:
1. 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.
 2. 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 at the address of:

**Michigan Fraternal Order of Police Labor Council
PO Box 71527
Madison Heights, Michigan 48071-0527**
 - 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.
 3. 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.
 4. 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.
 5. 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

picket line of any employer, or cessation of employment of any kind whatsoever.

Section 3.2

Penalties

Any individual employee or group of employees who willfully violate or disregard the provisions of this Article or the arbitration and grievance procedure set forth in this Agreement may be summarily discharged by the Sheriff without liability on the part of the Sheriff, the Employer or the Union.

REPRESENTATION

Section 4.1

Grievance Committee

The Union shall be entitled to form a Grievance and Negotiation Committee consisting of two (2) members, the Business Agent, and any other Fraternal Order of Police Labor Council Official.

Section 4.2

Grievance Committee Meetings

Meetings of the Grievance Committee may be called at reasonable intervals by the Committee members and may be called at any time by the Human Resources Director or his designate.

Section 4.3

Lost Time

The members of the Grievance and Negotiation Committee shall be compensated at their normal rate of pay for all regularly scheduled working time expended in adjusting grievances or in contract negotiations.

SENIORITY

Section 5.1

Definition of Seniority

Bargaining unit seniority shall be defined as the length of continuous service since the most recent date of hire with the County within the bargaining unit.

Section 5.2

Application of Seniority

Seniority shall begin on the first day of employment but shall not apply until the probationary period has been completed. Each new hire shall serve a six (6) month probationary period. Probationary employees shall not have access to the grievance procedure regarding evaluations or termination, but shall be otherwise represented. Employees promoted from other County employment shall serve a six (6) month trial period.

Section 5.3

Termination of Seniority

Seniority shall be defined as in Section 5.1, but an employee shall cease to have seniority and is no longer employed if:

- A. He/she quits.
- B. He/she retires under the County retirement system.
- C. He/she is discharged for just cause.
- D. He/she is absent from work for a period of three (3) consecutive work days without notifying the Employer.
- E. If he/she fails to return from a leave without pay as described in Section 13.4.
- F. He/she fails to return after being recalled from layoff within the time limits allowed.
- G. An employee is laid off for a continuous period of two (2) years on the length of his/her seniority, whichever is less.
- H. An employee promoted or transferred to a position outside of the bargaining unit shall cease to have seniority.
- I. An employee promoted to a Sheriff Department rank excluded from this bargaining unit shall cease to have seniority six (6) months after the date of such promotion.
- J. If he/she fails to return at the expiration of a leave of absence.

Section 5.4 **Benefit Anniversary Date**

For all other fringe benefits except retirement, length of service shall be determined by the employee's "Benefit Anniversary Date," in accordance with this Agreement.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.1 **Definition of Grievance**

A "grievance" as used in this Agreement is limited to a complaint which involves the interpretation, application of, or compliance with, the provisions of this Agreement

Section 6.2 **Grievance Procedure**

Any alleged violation of this Agreement or any disagreement as to the interpretation or application of this Agreement shall be considered matters subject to review through the grievance procedure.

Step 1 An attempt shall be made to adjust grievances on an informal basis between the employee and, if he/she desires, his/her designated representative, and the immediate supervisor within seven (7) working days of the incident causing the grievance.

Step 2 If the grievance is not settled at Step 1, then within three

(3) working days of the discussion with the supervisor in Step 1, the employee shall submit the signed, written grievance to the Sheriff. Within seven (7) working days of receipt of the written grievance, the Sheriff shall meet with the employee and/or his/her designated representative to discuss the grievance. The Sheriff will provide his written response to the employee within five (5) working days following the meeting.

Step 3 If the grievance is not resolved at Step 2, the employee and/or his/her designated representative shall forward the grievance to the County Human Resources Director within five (5) working days of the receipt of the Sheriff's written response. The County Human Resources Director shall respond in writing within ten (10) days after the receipt of the written grievance.

Section 6.3

Notice of Arbitration

If the grievance is not settled at Step 3 of the grievance procedure, it may be submitted by the Union to final and binding arbitration. Within sixty (60) calendar days of the receipt of the written reply from Step 3, the Union shall proceed with the selection of an arbitrator as indicated in Section 6.4.

If the grievance is concerning a discharge from employment, within ten (10) days of the date of the receipt of the written reply from Step 3, the Union shall proceed with the selection of an arbitrator as indicated in Section 6.4.

Section 6.4

Selection of Arbitrator

Within the time frames indicated in Section 6.3, the Union shall request from the Michigan Employment Relations Commission (MERC) a list of arbitrators in accordance with the rules of Service. A copy of the Union's request for arbitration shall be forwarded to the Human Resources Director. The arbitrator shall be selected by each party alternately striking a name from the list, the remaining name shall serve as arbitrator. The fees and services of the arbitrator shall be borne solely by the unsuccessful party and shall be awarded as part of the arbitrator's decision, but each party shall bear the cost of its own expenses and witnesses. Split decisions shall be decided by the arbitrator as to who prevailed and how the arbitration fees and services shall be divided.

Section 6.5

Arbitrator's Powers

The Arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He/she shall at all times be governed wholly by the terms of this Agreement. The Arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue of arbitrability is affirmatively decided. The arbitration award shall not be retroactive earlier than seven (7) calendar days prior to the date that the grievance was first submitted in Step 1. The arbitration award shall be final and binding on the Employer, Union and employees. However, each party reserves all of its legal rights

If an employee disagrees with a disciplinary action taken against him/her, he/she may, within five (5) days of the imposition of the disciplinary action, file a grievance which shall be taken up at Step 2 of the grievance procedure.

Section 7.5

Discipline for Just Cause

The Employer and Union subscribe to the doctrine of progressive discipline. The Employer shall not discipline, discharge nor suspend without pay any employee except for just cause. Discharge must be by proper written notice to the employee and the Union citing specific charges.

In imposing any discipline, the Employer will not base its decision upon any written reprimand imposed more than one (1) year previously nor on any disciplinary suspension imposed more than two (2) years previously.

The warning notice, other than as provided above, shall not remain in effect for a period of more than six (6) months from the date of said warning notice. Discharge must be by proper written notice to the employee and the Union citing specific charges.

Disciplinary action which has been removed from an employee's personnel file shall not be referenced in any evaluation.

Section 7.6

Verbal Reprimand

The procedure as outlined above shall be applicable in all disciplinary procedures except for verbal reprimands which are exempt from the provisions of this Agreement. Verbal reprimands may be used but shall not be considered disciplinary actions for the purposes of this Agreement.

Section 7.7

Re-Assignment

The department, may at its discretion, reassign an employee while an investigation of possible wrongful behavior is completed. Such assignment shall be without prejudice.

Section 7.8

Inactivation

If any employee is involved in an incident, while in the line of duty, that results in a critical injury or death to themselves or another shall be inactivated, receiving full pay and benefits for a period of up to seven (7) working days except during period of emergency. During the seven (7) working days, the employee must make him/herself available for investigative purposes. The mandatory inactivation shall not be considered to be for disciplinary purposes.

JOB ASSIGNMENTS

Section 8.1

Job Assignments

The Sheriff reserves the right to assign all personnel to the assignment the Sheriff feels the officer is most qualified to perform.

HOURS OF WORK

Section 9.1

Work Schedule

- A. The Sheriff reserves the right to maintain and make the most effective use of personnel within the Command Officers Unit.
- B. The Sheriff reserves the right to adjust these schedules if necessary to maintain efficiency of the Department or in cases of emergency. In emergency cases, the Sheriff may change such schedules but only for and during the emergency period. Immediately afterwards, the present schedule shall be used. Such changes, however, shall not be arbitrary or capricious nor will it be for the purpose of reprimand. Schedule changes shall not be made to avoid the payment of overtime.
- C. Guidelines for work schedules are shown below:
 - 1. Administration, Investigation and Court Services Units
 - a. Five(5) consecutive work days
 - b. Weekends off
 - c. Executive personnel assigned to the Investigation Unit generally work on the above schedule; however, this schedule frequently varies with particular case assignments.
 - 2. Patrol and Jail Units
 - a. Rotating days off
- D. General Principles.

The Sheriff will endeavor to schedule Executive Officers on rotating days off to have every other weekend off; however, it is understood that such scheduling which results in consecutive work days in excess of five (5) within a work week shall not be subject to the overtime provisions of this contract.

- a. Shift is subject to bid by seniority each year, by Classifications (a) Captain; (b) Lt
- b. Employees must meet the certification requirements of the position in order to bid.

Section 9.2

Working in a Higher Classification

If an Executive Officer is required to work in a higher classification in excess of thirty (30) days, he/she shall receive the higher rate of pay.

Section 9.3

Rest Periods

Employees shall normally be granted a minimum of eight (8) hours before having to report back to duty in situations of manpower shortage or emergencies.

Employees reporting back other than the regular shift time will be subject to all overtime provisions of this Agreement.

Section 9.4

Court Time/Call Back Time

All employees who are required to report for work other than their regular shift will receive a minimum of two (2) hours guarantee at the premium rate called for under the terms of this Agreement.

Section 9.5

Supplementary Employment

No employee may engage in other employment which in any way causes a conflict of interest or materially diminishes the performance of County duties. All supplementary employment shall be approved in writing in advance by the Sheriff. Requests for approval of supplementary employment shall be answered by the Sheriff within seven (7) calendar days from the date such request was made in writing. The Sheriff agrees to enforce this supplementary employment policy in a fair and consistent manner. Employment by any other police agency shall be prohibited unless specifically authorized in writing by the Sheriff.

OVERTIME

Section 10.1

Premium Pay for Overtime Work

- A. For employees on a five (5) consecutive workdays schedule, work extending beyond scheduled shift in any one (1) day, or over eighty (80) hours in a regular two (2) week pay period for 8 (eight) hour shifts or eighty-four (84) hours in a regular two (2) week pay period (or over seventy-two (72) hours for twelve (12) hour shifts as applicable per the work schedule cycle in Section 9.1 above), shall be compensated for at one and one-half (1-1/2) times the employees' regular hourly rate for base pay.
- B. For employees on a rotating days schedule, the employees shall receive overtime pay when they work any time in excess of their regularly scheduled shift or at any time they are required or requested to work any hours outside of their regular schedule.
- C. If such employee works at least one-half hour after the end of his regular shift, he shall be paid at least one (1) hour additional pay and any work in excess of one (1) hour in overtime shall be paid on a proportionate basis to the last quarter (1/4) hour of work.

- D. Notwithstanding any provision to the contrary, a premium pay shall not be paid as a result of employees trading scheduled work days.
- E. Overtime shall be offered, by unit, to full-time employees who meet the qualifications for the assignment, before calling part-time or seasonal employees. Overtime, other than that of an emergency, extension of shift or court time nature which is scheduled by the Sheriff or his designated representative, shall be distributed equally among the employees. In the initial preparation of the overtime rotation lists in the unit, the employee shall be ranked in order of their seniority. The overtime rotation/call-in lists shall be available for review by command unit members. Overtime assignments specific to the command responsibilities of Marine division, Investigations division and Emergency Services are not subject to this clause.

Section 10.2

Overtime Authorization

All overtime work in accordance with the above provisions must be authorized by the employee's immediate superior or the Sheriff.

Section 10.3

Premium Rate Exception

Overtime rates shall not be paid when more than eight (8) hours in a twenty-four (24) hour period are worked as a result of regular shift changes or as a result of employees trading shifts for their own convenience.

LAYOFF AND RECALL

Section 11.1

Layoff

- A. In case of layoff or reduction of the number of personnel in the classification of Captain, the Captain with the least amount of service time as a Captain shall be privileged to bump a Lieutenant with less bargaining unit seniority than the Captain.
- B. In case of layoff, bump or reduction of the number of personnel in the class of Lieutenant, the Lieutenant with the least amount of service time as a Lieutenant shall be privileged to bump into either the Sergeant or Sheriff Deputy Unit, if so qualified, in accordance with the terms and conditions contained within those respective collective bargaining agreements. If two or more Lieutenants have the same amount of service time as Lieutenants, departmental seniority as defined as the length of service since the most recent date of hire with the County within the Sheriff Deputy and Sheriff Executive units, shall determine the least senior for purposes of this paragraph.
- C. In the event it becomes necessary to reduce the number of Executive Officers in this department, such reduction shall not be accomplished without first discussing its effects with employee representatives. While it is the Employer's intent to keep all Executive positions

filled during the life of this Agreement, the Sheriff retains the specific prerogative to fill or not to fill a position that becomes vacant.

Section 11.2

Layoff Pay

In the event of a layoff, any such laid off employee shall receive layoff pay consisting of his regular rate of base pay for eighty (80) hours. Such payment shall be made at the effective date of layoff. Accumulated vacation pay and pay for his accumulated sick leave shall be paid to a laid off employee sixty (60) days after layoff.

Section 11.3

Recall

When the work force is to be increased after a layoff, employees will be recalled in reverse order of layoff, provided the employees recalled are able to perform the available work and are still on layoff and have not returned to work in another classification.

- A. Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address.
- B. Employees will be granted up to one (1) week to return to work upon request.
- C. Employees shall be carried on the seniority list for two (2) years or length of seniority, whichever is less.
- D. Employees shall notify the Employer of his/her intent to return to work within three (3) days of his/her receipt of notice to return.

FAMILY AND MEDICAL LEAVE ACT APPLICATION

Section 12.1

Family and Medical Leave Act Application

- A. The Employer shall abide by the provisions of the Federal Family and Medical Leave Act of 1993 for eligible employees as defined in the Act.
- B. To the extent that the Act allows either the Employer or the Employee to substitute any accrued paid annual leave, and accrued paid sick leave for any of the leave provisions under the Act, nothing in this Agreement shall be construed to preclude such right of substitution.
- C. To the extent that the leave provisions under Article 16, Vacations (annual leave); Article 15, Sick Leave; and Article 13, Leaves of Absence Without Pay provide for leave time for purposes also provided by the Act, such leave time up to twelve work weeks in any twelve-month period shall be credited toward the leave time allowed by the Act.
- D. For purposes of any leave provided for by the Act which is also

provided for in this Agreement, those provisions of the Act relating to notice, medical certification and restoration of work will apply to the leave.

- E. A claimed violation of the Act. or this section shall be subject to the grievance procedure up to, but not including arbitration, the intent being that any such claim shall be settled through procedures in the Act unless mutually agreed otherwise.

LEAVES OF ABSENCE WITHOUT PAY

Section 13.1

Leave of Absence Definition

For the purpose of this Agreement, a Leave of Absence Without Pay shall be defined as all time for which a County employee is to be continued as an employee but not paid whether it be one (1) day or the maximum time allowable under the reason for the Leave.

When an employee is granted a leave of absence without pay, the Sheriff commits himself to allowing the employee to return to work at the end of the leave to the same duties and the same salary that the employee was performing and earning when he/she went on leave, as specified in Section 13.3. During the Leave of Absence, the employer can fill the employee's position through whatever means it deems appropriate, not to exceed (6)calendar months. Any person utilized to replace an employee placed on a Leave of Absence under this section, shall not be subject to the terms of this agreement.

When granted a Leave of Absence Without Pay, the employee commits himself/herself to returning to work at the end of the Leave. The Leave of Absence will expire based on the type of leave specified in Section 13.3.

Section 13.2

Effect of Leave Without Pay

During a Leave of Absence Without Pay, the employee:

- A. Does not receive pay from the County.
- B. Does not earn Annual Leave
- C. Does not earn Sick Leave.
- D. Does not get paid for Legal Holidays occurring during the Leave.
- E. Has not time deducted from his Annual Leave or Sick Leave to cover the time off on the Leave of Absence Without Pay.
- F. Remains a member of the Michigan Municipal Employees' Retirement System but cannot withdraw retirement contributions while on Leave of Absence, only on separation; and cannot pay retirement contributions.

- G. The employee does not earn any additional credit for seniority but retains the length of seniority credited at beginning of the Leave except for uses listed in (B) of Section 13.3.
- H. The employee does not earn credit toward the Longevity Plan or credit toward the rate of Annual Leave or Sick Leave accumulation for the period covered by the Leave.
- I. Must pay any group hospitalizations premiums falling due during any month in which the employee has not worked at least one (1) week. (Such premiums are normally paid by the County for eligible employees.) Employees on such Leaves should contact payroll.
- J. Will retain full coverage under the Employees' Group Life Insurance Plan for up to six (6) months. For all Leaves up to six (6) months the County will continue to pay the premium for the employee's Group Life Insurance. If the employee fails to return to active County employment by the end of this approved Leave of Absence Without Pay, his group life insurance coverage is terminated.

Section 13.3

Types of Leave Without Pay

- A. To cover time off because of personal illness beyond that covered by earned Sick Leave with pay.
 - 1. To be used when the employee has exhausted his/her accumulations of earned Sick Leave with pay and earned Annual Leave.
 - 2. To be granted only on the written recommendation of the employee's physician.
 - 3. Such leave shall not exceed six (6) consecutive calendar months commencing with the month following the date that earned sick leave with pay and earned annual leave is exhausted.
- B. To cover off because of a compensable injury beyond that covered by sick leave with pay and annual leave with pay.
- C. To cover time off while running for County Elected Office filled by partisan election. If such a Leave is requested, it must be granted, except no more than two (2) Leaves may be granted for the purpose of running for elected office in any one (1) calendar year and each leave must be no less than fifteen (15) calendar days nor more than thirty (30) calendar days.
- D. To cover disciplinary leaves (suspension without pay).
- E. To cover time off because of personal reasons. Such a leave requires

the approval of the employee's department head and the Human Resources Director and may not exceed twelve (12) months.

- F. To cover time off if an employee is elected or appointed to a full-time Union position for a period of up to twelve (12) calendar months, provided however, that approval to fill such position is obtained from the County Board of Commissioners. Any renewal of such leave shall be at the Sheriff's discretion.

Section 13.4 **Return From a Leave Without Pay**

If an employee fails to return to County employment at the end of a Leave of Absence Without Pay, and no extensions of the Leave are granted, the employee must submit a resignation from the County Service. Failure to contact the Department Head or the Human Resources Department at the end of the Leave shall be grounds for labeling the separation from the County Service a voluntary quit.

SPECIAL LEAVES

Section 14.1 **Bereavement Leave**

Employees shall be granted up to three (3) days leave with no loss of compensation because of the death of the employee's spouse, child, parent, step-parent, step-child, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparents, spouse's grandparent or anyone who raised the employee from childhood. One (1) day with pay may be granted for a military funeral in which an employee is an official participant. In the event of lengthy travel, Sick Leave up to a maximum of three (3) days may be used, in addition to the above. Bereavement leave may be granted for a law enforcement funeral.

Written proof of relationship, death, and/or funeral location may be required by the Employer prior to final approval of such leave.

Section 14.2 **Maternity Leave**

Employees who become disabled due to pregnancy shall be entitled to use the benefits of the sick leave procedure subject to the following:

- A. The Employer shall be notified by a doctor's statement as soon as possible after such medical confirmation of the pregnancy is received; such notice to include estimated date of delivery, estimated last day of work, and confirmation of the employee's continued ability to work. It is the employee's obligation to advise the Employer by a doctor's statement at any such time as the employee becomes unable to work due to the pregnancy prior to the estimated date of delivery.
- B. An employee will not be allowed to return to work after delivery until she has supplied her Department Head with a statement from her physician that she is physically and medically able to return to

her duties as a County employee. A copy of this statement shall be forwarded to the Human Resources Department.

- C. In any case, if an employee has not returned to work within one (1) month after delivery, she shall provide a doctor's statement substantiating her continued disability and expected date of recovery. Employees failing to comply with this section or failing to return to work when found able by their physician will be separated from County employment.
- D. Leaves of absence without pay, not to exceed twelve (12) months as provided under Sick Leave, Section 15.2 may be requested by employees under this section.

Section 14.3

Jury Duty Leave

Employees on jury duty or subpoenaed as witness, except where such subpoena is the result of secondary employment, shall be paid by the Employer an amount equal to the difference between the amount of wages the employee would have earned by working during straight time hours for the Employer on that day and the daily jury duty fee paid by the courts, not including traveling allowances or reimbursement of expenses, for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled for work for the Employer. Such time will not be charged against the employee's annual leave or sick leave. An employee on a jury panel or appearing as a witness shall return to work for the balance of the day when he/she is excused by the court from further attendance.

SICK LEAVE

Section 15.1

Sick Leave Benefits

Eligible employees shall accumulate Sick Leave as follows:

Years of Service Per Pay Period	Days	Sick Leave Earned In 12 Months	Maximum Sick Leave Accumulation
0 - 10	.4615	12	Unlimited
11 -	.6923	18	Unlimited

- A. Upon termination and after completing at least one (1) ~~continuous~~ full year of employment, accumulated sick leave shall be compensated for on the basis of one-half of accumulated unused sick leave and paid at the employee's current rate of pay not to exceed one hundred eighty (180) days.
- B. Upon retirement, as defined by the State of Michigan Municipal Employee Retirement System (MERS), accumulated sick leave shall be compensated for on the basis of three-quarters (3/4) of the accumulated unused sick leave and paid at the employee's current rate of pay, not to exceed one hundred eighty (180) days.

Compensation for unused sick leave at retirement to be based on an example formula as follows:

Employee has 1920 hours of unused sick leave at retirement. Payoff would be three quarters of 1920 which is 1440 hours. 1440 hours is 180 eight-hour days.

240 days * 8-hour days= 1920 hours
 75% of 1920 hours= 1440 hours
 1440 hours= 180 eight hour days

The max pay as stated in the current language.

- C. A day of sick leave shall be cancelled for each day an employee is off sick during a normal work week.

For employees hired on or after December 21, 2010 (not including employees promoted into the Command Unit), employees shall accumulate sick leave at the rate of .4615 days per pay period during the first through fifteenth year of service. Commencing with the sixteenth year of service this rate of accumulation shall increase to .6923 hours per pay period. Sick leave time will be accumulated by two (2) week pay periods based on the number of hours paid not to exceed eighty (80) hours per pay period. Accumulation shall be unlimited. For the purposes of this schedule a day is defined as twelve (12) hours pay at the employee's regular rate, regardless of the shift worked/assigned.

- A. Effective December 21, 2010 new hires (not including existing employees promoted into the Command Unit): Payment when separating from County employment for reasons of death or to become a retirant member of the Michigan Municipal Employees 'Retirement System: An employee separating from County employment for these reasons shall receive three-quarters (3/4) pay for all unused accumulated Sick Leave, up to one hundred twenty (120) days [maximum payout - ninety (90) days] Payment shall be based on the rate the employee is earning at the time of separation.
- B. Effective December 21, 2010 new hires (not including existing

employees promoted into the Command Unit): Payment when separating from the County for reasons other than Retirement or Death; after completion of at least one (1) year of continuous County employment: Any employee separating for these reasons shall receive one-half (1/2) pay for all unused accumulated Sick Leave, up to one hundred twenty (120) days [maximum payout - sixty (60) days]. Payment shall be based on the rate the employee is earning at the time of separation.

- C. Donated Leave Policy approved by the Muskegon County Board of Commissioners.

Section 15.2

Use of Sick Leave

Sick leave may be taken after ninety (90) days of employment for the following reasons:

- A. Any illness an employee may contract, or any exposure to contagious disease he may experience in which the health of others may be endangered by his/her attendance at duty, or a critical illness to spouse or child.
- B. For compensable injury or illness, to supplement the Worker's Compensation Benefits, to equal such employee's regular rate of pay, charged against sick leave bank.
- C. Any non-duty connected disability an employee may sustain, except for an injury that may be sustained while being in the employ of another during his off-duty time which is covered by Worker's Compensation, furnished by the other employer.

Section 15.3

Pay for Day of Injury

If an employee becomes injured during his tour of duty, he/she shall be paid for that day and it shall not be deducted from his/her Sick Leave credits.

Section 15.4

Medical Leave

- A. Physician's Verification. A doctor's written verification may be required as evidence of an employee or family illness as outlined in Section 14.2 or any injury that prevented his attendance at work for a period in excess of three (3) continuous days. Falsification of such evidence will be sufficient cause for disciplinary action. The employee will sign a medical release if additional medical evidence is required by the Sheriff.

In addition, proof of disabling illness may be required for any sick usage when an employee's sick leave accumulation falls below 50% of possible accumulation during the first two (2) years of employment. After two (2) years of employment, an employee with a history of

Section 16.3

Termination

Any employee who has completed his probationary period who terminates County employment shall be paid for his/her accumulated vacation days at the rate of pay currently received by said employee.

Section 16.4

Vacation Eligibility

No employee shall be entitled to any vacation, or pay therefore, until he/she has been on the payroll for a continuous period of at least six (6) months and has satisfactorily completed his/ her probationary period. Vacation days shall be earned during the first six (6) months of employment in the manner provided in Section.16.1 of this section. Vacation with pay will not be granted before vacation time has been earned.

Section 16.5

Sick Leave During Vacation

Sick leave taken during a vacation (not exceeding the accumulated sick leave of the employee) shall be counted as time worked for the purpose of computing vacation benefits. Absence due to duty-connected disability shall also be counted as time worked, however, effective January 1, 1981, this shall be limited to one (1) year.

Section 16.6

Cancelled Vacation

If a properly scheduled vacation must be cancelled by the Sheriff, the employee shall be paid his/her normal hourly rate for the lost vacation time and in addition shall be paid his/her normal hourly rate for the actual time worked. However, upon the request of the employee, the Sheriff and the County Administrator may grant that the vacation be rescheduled either the same calendar year or the following year.

Section 16.7

Vacation Pay Advance

If a regular pay day falls during an employee's vacation and he/she is to be on vacation for two (2) weeks or longer, he/she will be entitled to receive that check in advance before going on vacation. An employee must make a request to the payroll office for his/her check two (2) weeks before the pay day he/she expects to receive the check, if he/she desires to receive it in advance.

Section 16.8

Vacation Compensation

In accordance with Internal Revenue Service private letter ruling number 200450010, release date 12/10/04, each benefit eligible employee, during the open enrollment period before the start of the plan year (for current employees) or before the employee begins accruing leave (for newly-hired employees), may make an one-time, irrevocable election to voluntarily elect to have up to eighty (80) hours of vacation time deducted from his/her subsequent year vacation leave accruals and receive the

equivalent amount as a cash disbursement in lieu of time off during the next calendar year. The number of hours that are elected may not be used in any subsequent plan year and hours will not be eligible for cash disbursement until the hours have been accrued since the beginning of the new calendar year. If an employee elects a cash disbursement of eighty (80) hours of unused vacation leave, then (1) any hours above eighty (80) that the employee has banked will be deemed to be used first, and (2) of the eighty (80) elective hours, any that are unused and not disbursed as cash must be forfeited. No elective days can be rolled over into the next year.

HOLIDAYS

Section 17.1

Recognized Holidays

The following days shall be recognized as holidays:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Fourth of July	New Year's Eve
Labor Day	

Section 17.2

Pay for Holiday Work

Holiday pay is defined as the regular scheduled work day at the employee's regular hourly rate, Employees shall be paid holiday pay for days that they are regularly scheduled to work. Employees required to work the holiday shall be paid in addition to holiday pay, time and one-half (1-1/2) for working a regular shift on the holiday. Employees required to work in excess of a regular shift on the holiday shall be paid two and one-half (2-1/2) times their regular hourly rate for those hours worked in excess of the regular shift.

Employees have the ability to work on a Holiday with prior approval from the Sheriff or Undersheriff.

Section 17.3

Holiday Eligibility

Employees whose regularly schedule day off lands on a holiday, shall be paid eight (8) hours base pay for the above designated holidays, providing they meet all of the following eligibility rules and qualifications:

- A. The employee has seniority as of the date of the holiday.
- B. The employee must have worked his last day scheduled before the holiday and his/her first day scheduled after the holiday, unless excused by the Sheriff, or:
 - 1. He/she is off work on an authorized sick leave and has

- accumulated sick leave time due, or;
2. He/she is off work due to an occupational injury, or;
 3. He/she is on his/her annual vacation and has accumulated annual leave time due, or;
 4. He/she is on one of his/her regularly scheduled days off.

Section 17.4

Personal Day

Effective the first full pay period following O c t o b e r 1st of each year each full-time and part-time eligible employee shall be allowed three (3) days of personal leave, with pay, for each contract year provided they have completed six (6) months of continuous service. Personal hours may not be carried forward into the next fiscal year. Personal time can be taken at any time with the approval of the Sheriff or his designee. Personal time shall be counted as time worked for the purpose of calculating Overtime.

COMPENSATION

Section 18.1

Classification and Wage Rates

The wages for employees covered in this Agreement are set forth in Appendix A and made a part hereof.

Section 18.2

College Degree Pay

Employees who have completed a Master's Degree in Police Science/Criminal Justice or other related fields as determined by the Sheriff from an accredited college or university shall receive an additional pay adjustment of seven and one-half percent (7.5%) above base rate. Any Command Officer who has received a four (4) year B.A. Degree in Police Science/ Criminal Justice from an accredited college or university shall receive an additional pay adjustment of six and one-half percent (6.5%) above and beyond the base pay range. Any Command Officer who has received a two (2) year A.A. Degree from an accredited college shall receive an additional pay adjustment of three and one-half percent (3.5%) above and beyond the base pay range

Section 18.3

Tuition Reimbursement

Any member of the Sheriff Command Unit employed by the County, who desires to enroll in one or more courses in a criminal justice, public administration or public safety related degree at an accredited educational institution must submit, in advance of commencing such course(s), a letter of application to the Employer for reimbursement of fifty percent (50%) of the cost of the tuition.

The letter of application shall be submitted to the Sheriff listing the course(s) to be taken by title and course number along with a short

description of the course content and name of the accredited educational institution.

If the application is approved and upon proof of satisfactory completion (grade "C" or better) of the course(s), the employee shall be reimbursed for the designated expenses within sixty (60) days. The employee must be on the Employer's payroll in good standing at the time the refund is made. If the employee terminates from County employment within one (1) year of the date of completion of the course(s), the employee must repay the amount of reimbursement for the course(s) to the County.

The total funding available for purpose of this program is limited to \$3,000 for each Sheriff Department Fiscal year. Reimbursement for approved course(s) will be provided, within this limitation, on a first come, first serves basis.

Section 18.4

Longevity

A. Compensation for continuous service with the County shall be provided on the basis of the following schedule:

<u>Years of Continuous Service as of December 1 of each Year</u>	<u>Amount of Payment</u>
5 years	\$250.00
For each completed year after 5 years	\$50.00 Additional

Compensation for continuous service with the County shall be provided on the basis of the following schedule for employees hired on or after December 21, 2010:

<u>Years of Continuous Service as of December 1 of each Year</u>	<u>Amount of Payment</u>
10 years	\$500.00
For each completed year after 10 years	\$50.00 Additional to a maximum of \$1,250

Longevity payment shall be paid where applicable in December. Employees must be in pay status as of December 1 in order to be eligible for longevity payments.

- B. If an employee is not in pay status at the required dates, he/she will be paid a pro rata payment based on hours worked during the period. An employee on leave of absence without pay during the period or who retires under MERS during the period, will be paid a pro rata payment based on hours worked during the period. An employee who separates from County service during the period for any other reason, shall receive no payment.

Section 18.5

Merit Increases

Merit increases will be granted or denied in accordance with the outcome of evaluation interviews and ratings. When the results of such evaluation is objected to, such evaluation may be subject to the grievance procedure

INSURANCE

Section 19.1

Medical Coverage

Any insured or self-funded benefit program referred to herein is subject to the terms and conditions of such policies and programs, unless specifically provided otherwise in this agreement.

The Employer 's liability with respect to benefits shall be limited to the payment of its portion of the applicable premium or to the benefit provisions of any self-funded plan for the ,coverage specified, and upon such payment or compliance, all obligations of the Employer under this Section shall be fully satisfied. Under no circumstances shall this Agreement be construed to impose upon the Employer a duty to pay benefits greater than those required by the applicable plan or greater than those payable by stop loss reinsurance coverage.

Choice between two medical plans:

Plan #1 (Deductible levels set at the minimum deductibles, per Internal Revenue Service)

Deductible- \$1,600 (single)/\$3,200 (2-person/more)

Co-insurance- 0%

Out-of-pocket maximum- \$2,250 (single)/\$4,500 (2-person/more)

Monthly employee premium (deducted twice monthly, 24 pay periods/year):

January 2024- 18% (Single- \$126.90/month, 2-Person- \$304.57/month, Family- \$380.71/month)

January 2025-18%

January 2026-18%

January 2027-18%

January 2028-18%

County HSA contribution - \$0.00

Plan #2

Deductible- \$3,200 (single)/\$6,400 (2-person/more)

Co-insurance- 20%

Out-of-pocket maximum- \$6,900 (single)/\$13,800 (2-person/more)

Monthly employee premium (deducted twice monthly, 24 pay periods/year):

January 2024- 0%

January 2025- 0%

January 2026- 0%

January 2027- 0%

January 2028- 0%

County HSA contributions - \$0.00

Employees may self-contribute to their HSA account up to the IRS yearly caps.

In accordance with the IRS's proposed regulations at 1.125-1(o)(4), each benefit eligible employee, during the open enrollment period before the start of the plan year (for current employees) or before the employee begins accruing leave (for newly-hired employees), may make a one-time, irrevocable election to voluntarily elect to have up to forty (40) hours of sick time deducted from his/her subsequent year sick leave accruals and receive the equivalent amount as a cash disbursement in lieu of time off during the next calendar year. The number of hours that are elected may not be used in any subsequent plan year and hours will not be eligible for cash disbursement until the hours have been accrued since the beginning of the new calendar year. If an employee elects a cash disbursement of 40 (forty) hours of unused sick leave, then (1) any hours above forty (40) that the employee has banked will be deemed to be used first, and (2) of the forty (40) elective hours, any that are unused and not disbursed as cash must be forfeited. No elective days can be rolled over into the next year.

Section 19.2

Life Coverage

The County agrees to provide straight term life insurance or coverage for each permanent employee in the amount of not less than ten thousand dollars (\$10,000.00), but equal to the employee's salary rounded to the next higher thousand.

Section 19.3

Retiree's Coverage

The Employer shall provide medical coverage through insurance or a self-funded plan to individuals hired prior to November 1, 2014 and who are vested under the MERS plan by meeting age and service requirements, and for individuals who apply to MERS for disability retirement before separation, or within 30 calendar days of their separation from County employment and said application is subsequently approved by MERS. The

insurance will become effective at the time the individual begins collecting his/her pension check from MERS. In addition, active retirees' dependents will be allowed to participate in the County's group health insurance program, but cost for coverage for any retiree's dependents shall be paid by the retiree.

The eligible retiree will have the choice between the Healthcare Savings Account (HSA) plan, with no further employer contribution, or the High Deductible (HD) plan. Only employees employed in the Sheriff Executive bargaining unit on October 1, 2018 and who retire under this agreement shall have the additional option of enrolling in what is currently referred to as the 2P health insurance plan. The parties agree that the medical coverage for eligible retirees is valid on a primary basis until the retiree is eligible for Medicare and on a supplemental basis, via a Medicare Advantage plan, thereafter; for the lifetime of the retiree.

The County will pay for individual retiree's coverage based on the following schedule for all bargaining unit employees hired on or after January 1, 1994.

Years of Continuous Service at Date of Retirement	Percentage of Individual Retirees Coverage Paid by County
10	40
11	44
12	48
13	52
14	56
15	60
16	64
17	68
18	72
19	76
20	80
21	84
22	88
23	92
24	96
25	100

The County will pay for individual retiree's coverage based on the following schedule for all bargaining unit employees hired on or after December 21, 2010 :

**Years of Continuous Service
at Date of Retirement**

**Percentage of Individual Retirees
Coverage Paid by County**

Section 19.6

Additional Costs

Any additional cost for coverage above and beyond that described above shall be paid for by the individual employee through regular payroll deduction, which is hereby authorized by this Agreement. Each employee shall complete and submit all papers and forms required by the insurer.

Section 19.7

General Medical Plan Provisions

A. While for the sake of simplicity reference is made in some instances to the specific plan or plans, the Employer has retained the right to contract with any other insurance carrier or to self-fund any or all insurance plans as long as the current benefit level remains substantially equal. Although a general description of the current plan is provided above, employees should refer to the summary plan description or benefit guide as provided by the plan and application/eligibility requirements as provided by the plan. Each employee shall complete and submit all papers and forms required by the plan. The Employer shall be reimbursed for any amount which was paid to a plan for dependent coverage for which the employee was not eligible. The employee will reimburse the Employer via payroll deduction, which is hereby authorized by this Agreement.

B. The self-funded medical plan in effect as of the effective date of this Agreement and described in Section 19.1 above shall remain in effect for the term of the Agreement subject to the reserved right of the Employer to contract with any carrier or to self-fund as set forth in (A) above.

Section 19.8

Insurance Coverage Limitation

Medical, dental, vision and life insurance or plan coverages will become available - and effective for new employees three (3) calendar months after date of hire into a permanent position and upon successful completion of the probationary period.

Section 19.9

Vision Coverage

Effective upon execution of the contract and open enrollment period the County agrees to provide Vision Coverage to all permanent employees with an employee contribution of 15% of the monthly premium equivalent for the employee and applicable dependents. The contribution amount will be paid to the County by the employees via payroll deductions, which deduction is hereby authorized by this agreement.

PROMOTIONS

Section 20.1

Vacancy Posting

The Sheriff will post all promotional vacancies within the unit within seven (7) days of such opening. Employees must have permanent status in the classification of Lieutenant to be considered for promotion to the classification of Captain.

Employees in current positions shall be allowed to apply for any **vacant or** newly created positions prior to the promotional process.

- A. Award of Position. Promotions shall be based upon demonstrated capacity and quality and length of service and also based on a systematic consideration of qualifications:
 - 1. Amount and quality of education and training.
 - 2. Ability to perform at an advanced level.
 - 3. Quality of previous work performance.
 - 4. Length of service.
- B. Promotions. An employee promoting to a new classification with a higher maximum pay rate shall receive the minimum step of the new class. In the case of an overlap in pay ranges between the employee's current class and the class to which they are promoting, employees shall receive an increase to that step on the new pay range which would most closely approximate a five percent (5%) increase over their present pay rate, not to exceed the maximum pay rate for the class into which they are promoting.
- C. Trial Period. Employees selected will be on trial for a period not to exceed six (6) months.
- D. The Promotional Process of the Muskegon County Sheriff's Department is vested exclusively in the Sheriff except as abridged in this Section. The Sheriff has the sole responsibility for the actions of each command officer, accordingly, he shall have the ultimate choice for the personnel who will carry out his demand.

DRUG POLICY

Section 21.1

Drug Policy

- A. The Employer may require an employee to submit to a random alcohol and/or drug test for alcohol, federally illegal drugs, controlled substances or hallucinogens.
- B. Such testing may require the employee to provide a blood and/or urine sample. If the test discloses the presence of federally illegal drugs, controlled substances or hallucinogens, or if the test indicates that the employee is impaired or intoxicated by alcohol, the employee is subject to discipline up to and including immediate discharge. Refusal to submit to the test is grounds for immediate discipline, up to and including immediate discharge.
- C. An employee is urged to consult with his/her supervisor if he/she is using prescription or over-the-counter medication which the employee

believes may affect his/her performance.

- D. An employee determined, as a result of properly implemented medical tests, to be impaired by alcohol or to test positive for federally illegal drug (s) while at work will, on first occurrence, be allowed a choice between immediate termination of employment or agreement to enter a rehabilitation or counseling program, providing such employee enter into a "Last Chance Agreement" . A blood/alcohol level meeting or exceeding .05% or 10mg/DL shall constitute alcohol impairment for purposes of this policy.

MISCELLANEOUS

Section 22.1

Worker's Compensation

The Employer agrees to cooperate toward the prompt settlement of employee's on-the-job injury in Law enforcement or Corrections Division and sickness claims when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all employees. Employees on compensable injury may use sick leave as specified in Section 15.2 or annual leave to make up the difference between worker's compensation benefits and the employees regular wage, less deductions. Employees on compensable injury placed on a leave of absence shall continue to accumulate seniority in keeping with Section 13.2 (G).

Employees will be covered by all applicable Workers' Compensation laws. In the event of injury or illness for which an employee is eligible for Worker's Compensation disability benefits, the County shall pay to the employee an amount of money sufficient to make up the difference between the worker's compensation disability weekly benefits and the employee's regular rate of pay. The County shall provide this supplement for a period not to exceed thirteen (13) weeks.

The supplement, as provided herein, is subject to the following limitations:

1. As the result of being shot, stabbed or slashed or other cases in which there is an actual attempted assault on the officer.
2. As a result of a traffic crash.
3. As a result of pursuing a suspect.
4. While engaged in a high-speed chase.
5. While engaged in crowd control.

Benefits for this section may be limited or disallowed if the injury has taken place as the result of improper action by the officer in the performance of his duties or the injury cannot be sustained by the attending physician.

Section 22.2

Unemployment Compensation

The County will provide for all employees of the bargaining unit Unemployment Compensation as prescribed by law. Such Unemployment Compensation shall provide the maximum coverage by law for each employee of the bargaining unit.

Section 22.3

Unsafe Equipment

- A. 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 the safety appliances prescribed by law. If an employee refuses to operate said equipment without justifications, said employee may be subject to disciplinary action, including discharge. "Justification" shall mean a determination made by the departmental mechanic, or, in the event of dispute, by an outside mechanic from an established garage or dealership.

- B. The Employer shall not require a member of this bargaining unit to use, operate or carry any equipment that is in dis- repair, that malfunctions, or is unsafe where such disrepair, malfunction or unsafe status would impair or endanger the assigned activity.

Section 22.4

Loss or Damage by Employee

Employees shall not be charged for loss or damage to County equipment and/or property unless clear proof of negligence is shown.

Section 22.5

Accidents

Any employee involved in any accident shall immediately report said accident and any physical injury sustained to his/her immediate supervisor. When required by his/her Employer, the employee, before starting his/her next shift, 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.

Section 22.6

Equipment Reports

- A. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such report 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 employee. No employee shall be required to take out equipment that has been determined by the garage mechanic as being in an unsafe operating condition for the assigned activity.

- B. When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in an unsafe operating condition for the assigned activity, and receives no consideration from the Employer, he/she shall take the matter up with the Officers of the Union who will take the matter up with the Sheriff.

Section 22.7

Clothing Allowance

A. Uniform Complement. The Employer will provide each employee who is required to wear and continuously maintain prescribed items of uniform clothing and personal equipment, the following items of clothing and equipment:

One Pair Handcuffs	Rain Coat
One Winter Car Coat	ID Card and Leather Holder Four Keepers
Three Summer Shirts	One Pair of Overshoes
Three Winter Shirts	One Sam Browne Belt
Two Neckties	One Handcuff Holder
Three Summer Trousers (if available)	One Holster
One Waist Belt	One Double Cartridge holder
Two Name Bars	One Key Holder
Two Badges	One Pair Gloves
One Standard Service Weapon	One Tie Clasp

B. Clothing Allowance. In each year of the Agreement, each employee will receive a uniform maintenance allowance of \$650.00 per year. Employees assigned to plain clothes and K-9 will receive \$900.00 annual clothing maintenance allowance. Employees who terminate within the year subsequent to receipt of the uniform maintenance allowance payment will reimburse the Employer for that portion of uniform maintenance allowance payment attributed to the time subsequent to the termination, with such reimbursement being made as a deduction from the employee 's final paycheck.

C. Life Protection Vests. The Employer will provide each employee regularly assigned to the road patrol units a life protection vest once every five (5) years, unless determined by the Sheriff, at his discretion, that replacement is warranted sooner.

D. Clothing Replacement. Articles of uniform clothing and personal equipment rendered unserviceable by virtue of normal wear or damage in the line of duty will be replaced by the Employer. The Sheriff of Muskegon County shall determine when replacement is necessary. Worn or damaged articles shall be surrendered to the Sheriff upon replacement of same. All uniforms and equipment shall be ordered within thirty (30) days of request.

E. Employer Property. All present uniform clothing and equipment (not to exceed the basic uniform listed above) and future procurement and replacement of uniform clothing and equipment shall become and shall remain the property of the Employer.

F. Surrender of Uniforms. Upon termination of employment with the Muskegon County Sheriff's Department, all uniform clothing and personal equipment shall be surrendered to the Muskegon County Sheriff Department prior to the issuance of the final pay check.

Serviceable equipment so surrendered may be re-issued to a new officer of the same or approximately the same measurements.

- G. Cleaning and Laundry. All employees covered by this Agreement shall be personally responsible for proper cleaning, altering and laundry of the items provided. If an employee is temporarily assigned to Detective duty or otherwise required to wear civilian clothing while on duty, he/she shall be compensated for the use of his/her personal clothing. The amount of that payment shall be equal to one twelfth (1/12) of the annual dollar amount paid to permanently assigned personnel for each full month (or major portion thereof) of such assignment.

Section 22.8 **Sheriff's Department Personnel File**

- A. An employee's Personnel file shall be kept under the direct control of the Human Resources Department.
- B. The Employer shall not allow anyone other than Sheriff's Department personnel, or its legal counsel, to read, review, have a copy of or in any way review in whole or part, employee's personnel file or any document which may become part of his/her file not including, however, job application, sick and vacation records, discipline action forms, pay records, fringe benefits or any matter which is customarily kept by the County unless legally subpoenaed.
- C. A member may by right review his own personnel file as to its total content except the background investigation report upon request to the Sheriff so long as it is reasonably exercised.
- D. All personnel files shall be kept and maintained in the confines of the Sheriff's Department so as to secure their privacy.

Section 22.9 **Retirement Plan**

The Employer shall provide, to employees hired before November 1, 2014, the State of Michigan Municipal Employees Retirement System Plan known as Benefit Program B-4 with Benefit Program identified as F50(25) and FAC-3 as described in the Michigan Municipal Employees Retirement Act. Effective October 1, 2018, the multiplier will be bridged to Benefit Program B3 with the Benefit Program identified as F50(25) and FAC-3 with the terminated FAC methodology and an 11% employee contribution (effective 1/1/24) with such contribution deducted from the employee's wage through payroll deduction, such deduction being hereby authorized by this Agreement.

An employee shall be eligible to earn credit for retirement benefits effective with their date of hire provided that they are in a position scheduled to work at least sixty hours per month.

Employees hired into the Executive Unit on or after November 1, 2014, will be enrolled in the MERS defined contribution plan with a 5% employee contribution. New County employees only, hired into the Executive Unit on

Section 22.18

Waiver

The Agreement expressed herein, in writing, constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions. 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 and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives the right, and each agrees 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 in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 22.19

Non-Discrimination

- A. The Employer and the Union agree that the provisions of this Agreement in accordance with applicable federal and state laws shall be applied equally to all employees without discrimination as to race, color, religion, sex, age, national origin, height, weight or marital status.

- B. The parties hereby agree that no officers, agency, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join or assist labor organizations or to refrain from any of these activities, including the right of employees to withdraw, revoke or cancel Union membership.

Section 22.20

Acceptance of Gifts

No employee shall accept loans, gifts, money or goods, services or other preferred arrangements for personal benefit under any circumstances directly involving influence upon the manner in which he/she performs his/her work, makes his/her decisions or otherwise discharges his/her duties as a County employee.

Section 22.21

Section 125 Plan

The County shall make available to each qualified employee included in the bargaining unit participation in the County of Muskegon Section 125 Plan on the terms set form in the plan document for this bargaining unit.

DURATION

Section 23.1

Term of Agreement

This Agreement shall be in full force and effect from the date hereof to and including September 30, 2028. 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 upon the other a notice at least sixty (60) days prior to the expiration of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

In the event of war, declaration of emergency, or imposition of civilian controls during the life of this Agreement, either party may reopen the same upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours. If governmental approval of revision should become necessary, all parties will cooperate to the utmost to attain such approval.

The parties agree that notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law.

IN WITNESS THEREOF, the parties hereto have hereunder set their hands and seals January 23, 2024.

COUNTY OF MUSKEGON

**FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

Charles Nash, Chairperson
County Board of Commissioners

Paul Postal
Business Representative

Karen Buie, County Clerk

Austin Aamodt, Steward

Michael Poulin, Sheriff

APPENDIX A

Classification and Wage Rates

Implement MGT's salary study recommendations (ignoring the first three steps of each Grade) over 1-year effective the first full pay period following October 1, 2023, October 1, 2024 and October 1, 2025. Initially, employees will be placed at the step in the scale based on their current step.

<u>2023</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Lieutenant	Hourly	46.12	47.84	49.56	-	-
Captain	Hourly	49.16	51.00	52.83	-	-
<u>2024</u>						
Lieutenant	Hourly	47.50	49.28	51.05	52.82	-
Captain	Hourly	50.63	52.53	54.41	56.31	-
<u>2025</u>						
Lieutenant	Hourly	48.93	50.76	52.58	54.40	56.23
Captain	Hourly	52.15	54.11	56.04	58.00	59.95

Effective October 1, 2026 all classifications within the collective bargaining agreement shall receive an across the board increase of two percent (2%).

Effective October 1, 2027 all classifications within the collective bargaining agreement shall receive an across the board increase of two percent (2%).