

AGREEMENT

BETWEEN THE

MUSKEGON COUNTY BOARD OF COMMISSIONERS

AND THE

MUSKEGON COUNTY SHERIFF

AND

MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL

(SHERIFF DEPUTY UNIT)

EFFECTIVE: October 1, 2018, Through September 30, 2023

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A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of October, 2018, by and between the Muskegon County Board of Commissioners and the Muskegon County Sheriff (hereinafter termed the "Employer"), and the Michigan Fraternal Order of Police Labor Council (hereinafter called the "**Union**").

R E C O G N I T I O N

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 all full-time permanent Sheriff Deputies, employed at the Muskegon County Sheriff Department, excluding all part-time, temporary, and seasonal employees, all Corrections Officers, and all other full-time, permanent 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 thirty (30) days' employment) 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 hereinafter 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, 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 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 deductions so made once they have been sent to the Union.

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

Section 1.4

Extra Contract Agreements

The Employer agrees that it will not enter into any agreement with another labor organization during the term of this Agreement with respect to employees within the bargaining unit nor will the Employer enter into any agreement with individual collective bargaining employees which conflicts with the terms of this Agreement.

Section 1.5

Save Harmless

The Union shall indemnify and save harmless the Employer against any and all claims, demands, suits, or other forms of liability that may arise by reason of compliance with the terms of Sections 1.2 and 1.3.

EMPLOYER'S RIGHTS

Section 2.1

Reserved Rights

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, not inconsistent with the express terms of this Agreement. 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. Further, to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the Employer. 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 the duty and obligation 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, said rules and regulations shall be reasonable.

PROHIBITIONS

Section 3.1

No Strike

No employee, Union member or agent of the Union shall call or cause any strike, work stoppage 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 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 a Chief Steward and one (1) Steward, the Business Representative and any other Fraternal Order of Police Local 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 reasonable time by the Sheriff, Human Resources Director or their designees.

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. Such time shall be counted as time worked. Work schedules may be changed for negotiation meetings.

Section 4.4

Chief Steward and Steward

The Union will appoint a Chief Steward and a Steward who will act as representatives of the Union receiving reasonable time off, with pay, during his/her regular working hours to conduct Union business involving grievance investigations and contract negotiations.

Section 4.5

Grievance Investigation

The Chief Steward or the Steward, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer and may attend negotiating sessions upon having received permission from his/her Supervisor to do so. The Supervisor shall grant permission within a reasonable time after the first (1st) hour of the shift for the Chief Steward or the Steward to leave his/her work for these purposes subject to necessary emergency exceptions. The privilege of the Chief Steward or the Steward leaving his/her work during working

hours, without loss of time or pay, is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused.

The Chief Steward or the Steward may be required to record time spent. The Chief Steward and the Steward will perform their regularly assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

Section 4.6 **Notice of Union Representatives**

The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representative of the Union with which it may be dealing.

Section 4.7 **Super Seniority**

Notwithstanding his/her position on the seniority list, the Chief Steward and Steward in the event of a layoff of any type, shall be continued at work as long as there is a job in his/her bargaining unit which he/she can perform and shall be recalled to work in the event of a layoff in the first open job in his/her bargaining unit which he/she can perform. The Chief Steward, and the Steward shall be permanent and non-probationary employees.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1 **Definition of Grievance**

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

Section 5.2 **Grievance Procedure**

Any alleged violation of this Agreement or any disagreements as to the interpretation or application of this Agreement shall be considered matters subject to review through the grievance procedures as follows:

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 or seven (7) days of when the employee should have reasonably known of the incident.

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 five (5) working days of the 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 three (3) working days following the meeting.

Step 3 If the grievance is not settled at Step 2, then within five (5) working days of the receipt of the written response in Step 2, the employee shall submit the grievance to the County Human Resources Director. The Employer shall then affirm its position in writing within ten (10) days after receipt of the written grievance.

Section 5.3

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 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 5.4.

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 5.4.

Section 5.4

Selection of Arbitrator

Within the time frames indicated in Section 5.3, the Union shall request from the Michigan Employment Relations Commission a list of arbitrators in accordance with the rules of the 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

Section 6.2

Special Conference Meetings

Such meetings shall be between not more than two (2) representatives of the Employer and not more than two (2) representatives of the bargaining unit. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m., and limited to one (1) hour duration. The members of the Union shall not lose pay for the time lost in such special conferences.

Section 6.3

Scheduling of Special Conferences

Special conferences shall be scheduled within ten (10) days after the request is made unless otherwise agreed.

Section 6.4

Use of Special Conferences

The Union and the Employer agree that neither party shall be obligated to bargain collectively on any such matter not referred to nor covered by the terms of this Agreement. Such conferences shall not be used as a substitute or to contravene the terms of the grievance procedure.

DISCIPLINARY ACTION

Section 7.1

Union Representation During Disciplinary Action

At any stage of a disciplinary procedure, an employee may be represented by the Chief Steward, Steward, a Union officer or an attorney retained by and for the Union. All constitutional Weingarten and Loudermill protections shall apply to disciplinary action.

Section 7.2

Notice of Disciplinary Action

When any disciplinary action is taken against an employee, the employee shall be given a minimum of twenty-four (24) hours' notice and an opportunity for Union representation and then to state his/her position and offer any immediately available evidence to his/her superior officer rendering such discipline. Notice of any disciplinary action shall be given to the Union by the Employer within forty-eight (48) hours excluding Saturday, Sunday, and holidays of the invocation of the disciplinary action except as specifically excepted herein. The notice will normally be delivered to the Chief Steward or Steward. If neither is at work, a delivery confirmation or fax to the Union Headquarters shall be sufficient notice.

Section 7.3

Written Incident Reports

An employee may be required to prepare and file a written incident report regarding any incident related to his employment with the Department. In the event the incident may constitute a criminal offense, and result in disciplinary action, the employee shall be advised of the situation and shall have the right to consult counsel before filing said report. However, after being given such an opportunity, the employee shall be required to file a report concerning the incident for administrative and disciplinary purposes, but such statements shall not be offered as evidence in a criminal proceeding.

Section 7.4

Appeal of Disciplinary Action

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 action for the purpose of this Agreement. These records shall only be viewable by the employees' direct supervisor and command in direct line to the Sheriff.

Section 7.7

Re-Assignment

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

Section 7.8

Inactivation

If any member shoots, while in the line of duty, another person, that member may be inactivated, receiving full pay and benefits for period of up to three (3) days except periods of emergency, unless such action is cause for disciplinary action. During the three (3) days, the employee must make himself/herself available for investigative purposes.

HOURS OF WORK

Section 8.1

Work Schedule

- A. The Sheriff reserves the right to maintain and make the most effective use of personnel within the Deputy Unit. The Sheriff reserves the right to schedule Deputies assigned to the Detective Bureau and Court Services Unit off on all holidays (This would not be considered a change of schedule to avoid the payment of overtime) .
- B. The Sheriff reserves the right to adjust schedules if necessary to maintain efficiency of the department or in cases of emergency. However, such changes shall not be made to avoid the payment of overtime.
- C. Employees will be assigned one of the following shift schedules:
 - 1. Patrol Unit
 - a. Twelve (12) hour, permanent shifts (three (3) or four (4) days scheduled per week). Each regularly scheduled pay period will consist of seven (7) twelve (12) hour shifts for a total number of hours per pay period of eighty four (84) hours to be paid at the regular pay rate. Sick and vacation accrual rates for a 12-hour shift shall be based on 2,184 hours per year.
 - b. If only two (2) deputies are working road patrol during the hours of twelve thirty (12:30) am to six thirty (6:30) am, and in the absence of a Road Patrol Command Officer, the two (2) deputies will double up. A minimum of two (2) Road Deputies, assigned to take complaints shall be maintained during the hours of six thirty (6:30) am to three thirty (3:30) pm. From three thirty (3:30) pm to twelve thirty (12:30) am no less than three (3) Deputies will be assigned to take complaints.

A Deputy and trainee in the FTO program shall be considered as one (1) Deputy for purposes of this section.

c. Shift and team subject to bid by seniority each year

2. Investigation and Court Services Units

- a. Eight (8) hour, permanent shifts totaling eighty (80) hours in one (1) bi-weekly pay period.
- b. Shift subject to bid by seniority each year for five (5) positions in Court Services only.

D. General Principles

- 1. Five (5) consecutive work days.
- 2. No employee shall be required to work six (6) or more consecutive days, except in case of emergency, or in the case of rotating days off.
- 3. Whenever possible, shift preference shall be bid by seniority, each year the last week of September for the following year which will go into effect the first of October.
- 4. The schedule will provide for common days off during a given period and eight (8) days off in a twenty-eight (28) day period, subject to C, above.
- 5. Employees can trade their work days, provided seventy-two (72) hours advance notice is given the Department.

Section 8.2

Rest Periods

Employees shall be normally 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 8.3

Court and 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. All employees who are required to appear in any legal proceeding which occurs outside their regularly scheduled shift shall receive a guaranteed minimum of two (2) hours for such assignment at the appropriate rate called for in this Agreement

Section 8.4

Moonlighting

No employee may moonlight or engage in other employment which in any way causes a conflict of interest or materially diminishes the performance of County duties. All moonlighting jobs shall be approved in writing in advance by the Sheriff. Requests for approval of moonlighting jobs shall be answered by the Sheriff within fourteen (14) calendar days from the date such request was made in writing. The Sheriff agrees to enforce this moonlighting 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 9.1

Premium Pay for Overtime Work

A. Work extending beyond twelve (12) hours on a day for which the employee is regularly scheduled to work twelve (12) hours (or work extending beyond eight (8) hours on a day for which the employee is regularly scheduled to work eight (8) hours) or eighty-four (84) hours in a regular two (2) week pay period depending on the assigned shift, shall be compensated for at one and one-half (1) times the employee's regular hourly rate of pay.

B. If such employee works at least one-half (1/2) hour after the end of this regular shift, he/she 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 full quarter (1/4) hour of work.

C. Vacation time and holidays shall be counted as time worked for the purpose of computing overtime. Sick leave time shall be counted as time worked for the purpose of computing overtime only if the overtime assignment is mandatory.

Section 9.2

Overtime Distribution

Overtime shall be offered, by unit, to full-time employees 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 each unit, the employees shall be ranked in order of their seniority. The overtime rotation/call-in lists shall be available for review by road patrol.

Section 9.3

Extra Work Overtime

All off-duty overtime assignments must be posted (ball games, parades, etc.) for sign up. If no bargaining unit employee volunteers for an extra work overtime assignment, the Sheriff reserves the right to assign such work to available qualified non-bargaining unit personnel.

Section 9.4

Overtime Authorization

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

Section 9.5

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.

Section 9.6

Non-Bargaining Unit Personnel

Persons other than the Sheriff, Undersheriff, or Captains will not be used to fill in for personnel who may receive overtime under the terms of this Agreement except in cases of emergency (or Extra Work Overtime - Section 9.3).

LAYOFF AND RECALL

Section 10.1

Layoff

A. The word "layoff" shall mean a reduction in the working force. The County agrees to maintain 37 full-time deputy positions. In the event of layoffs no full-time deputy shall be laid off until all part-time and seasonal deputies have been laid off. Seniority employees will be laid off next according to seniority on bargaining seniority unit basis provided the employees retained are able to perform the available work. Seniority employees may be privileged to bump the least senior employee in the Corrections Officer Unit based on his/her amount of previous service time as a Corrections Officer (Security Officer). Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The Chief Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

B. The exception to this policy shall be any full-time positions added over the current 37 Deputy positions currently funded at the Sheriff Department. If any of these positions are deleted, then the hourly, part-time and seasonal positions shall not be effected

Section 10.2

Recall

When the work force is to be increased after a layoff, employees will be recalled according to bargaining unit seniority, in reverse order of layoff, provided the employees recalled are able to perform the available work.

- 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. An employee shall notify the Employer of his/her intent to return to work within three (3) days of his receipt of notice to return.

Section 10.3

Layoff Pay

In the event of a layoff, any such laid off employee shall receive layoff pay consisting of his/her 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/her accumulated sick leave shall be paid to a laid off employee sixty (60) days after layoff.

SENIORITY

Section 11.1

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 Sheriff Deputy bargaining unit. Employees employed on or before December 31, 1996, shall retain their seniority date in effect on that date subject to future adjustments as specified elsewhere in this Agreement.

Section 11.2

Application of Seniority

Seniority shall begin on the first day of employment but shall not apply until the probationary period or trial 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 who entered the Deputy Unit from the Corrections Unit shall be subject to a six (6) month trial period. Trial period employees shall not have access to the grievance procedure regarding evaluations or return to the Corrections Unit, but shall be otherwise represented.

Section 11.3

Termination of Seniority

Seniority shall be defined as in Section 11.1, 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 lay-off within the time limits allowed.
- G. An employee is laid off for a continuous period of two (2) years or the length of his/her seniority whichever is less.
- H. If he/she fails to return at the expiration of a leave of absence.

Section 11.4

Seniority List

The Employer shall maintain a bargaining unit seniority list. This list shall be updated annually and submitted in writing to the Chief Steward on or before September 1.

Section 11.5

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.

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. Accrued paid sick leave will be utilized first, then accrued paid annual leave will be utilized.

- 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 (12) 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 or 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 the 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. Any substitutes hired to fill in for employees on leaves of absence without pay, should be hired according to the Filling of Vacancies Section (Section 20) and terminated according to the Layoff Section (Section 10).

When granted a leave of absence without pay, the employee commits himself 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 Leaves Without Pay**

- 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 no time deducted from his/her 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 longevity or credit toward the rate of annual leave or sick leave accumulation for the period covered by the leave.
- I. Must pay any group hospitalization 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 his/her approved leave of absence without pay, his/her 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 time 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 Sheriff 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 County service. Failure to contact the Sheriff or the Human Resources Department at the end of the leave shall be grounds for labeling the separation from County Service a voluntary quit.

SPECIAL LEAVES

Section 14.1 Bereavement Leave

Employees will 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, sister-in-law, brother-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. Written proof of relationship, death and/or funeral location may be required by the Employer prior to final approval of such leave. Bereavement leave may be granted for a law enforcement funeral.

Section 14.2

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.

Section 14.3

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 Sheriff shall be notified as soon as possible after medical confirmation of the pregnancy is received; such notice to include estimated date of delivery.
- B. An employee will not be allowed to return to work after delivery until she has supplied the Sheriff 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 two (2) months 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.

SICK LEAVE

Section 15.1

Sick Leave Benefits

1. Employees shall accumulate sick leave as follows:

Days Sick Leave Earned

| <u>Years of Service</u> | <u>Annual Accumulation</u> | <u>Hours Per Pay Period</u> | <u>Maximum Sick Leave Accumulation</u> |
|-------------------------|----------------------------|-----------------------------|--|
| 0 - 10 | 96 hours | 3.69 | Unlimited |
| 11 - | 144 hours | 5.54 | Unlimited |

Employees on twelve (12) hour shifts shall accumulate according to the chart below.

| <u>Years of Service</u> | <u>Hours Sick Leave Per Pay Period</u> | <u>Annual Accumulation</u> | <u>Maximum Sick Leave Accumulation</u> |
|-------------------------|--|----------------------------|--|
| 0 - 10 | 5.538 hours | 144 hours | Unlimited |
| 11 - | 8.307 hours | 216 hours | Unlimited |

The parties agree that the Sick Leave formula is based on a 2080 hour work year. Sick leave shall be earned based on the days sick leave earned chart in this section. Sick time accrual rates for a 12-hour shift shall be based on 2,184 hours per year.

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 (1/2) of accumulated unused sick leave and paid at the employee's current rate of pay, not to exceed one thousand four hundred forty (1,440) hours.

B. Upon retirement from County service, 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, one thousand four hundred forty (1440) hours.

2. For employees hired on or after September 28, 2010, employees shall accumulate sick leave at the rate of ninety six (96) sick leave hours per year. 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 or 3.6 sick leave hours per pay period. Each employee shall be allowed to accumulate up to one thousand four hundred forty (1,440) hours of sick leave.

- A. 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 seven hundred twenty (720) hours [maximum payout-five hundred forty (540)hours). Payment shall be based on the rate the employee is earning at the time of separation.
 - B. 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 () pay for all unused accumulated sick Leave, up to seven hundred twenty (720) hours [maximum payout - three hundred sixty (360) hours) . Payment shall be based on the rate the employee is earning at the time of separation.
- 3. An equivalent amount of sick leave shall be cancelled for each period of work time an employee is off sick.
 - 4. Donated Leave Policy approved by the Muskegon County Board of Commissioners.

Section 15.2

Use of Sick Leave

Sick leave may be taken after six (6) months of employment for the following reasons:

- A. Any illness an employee may contract, or any exposure to contagious disease he/she 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/her 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 15.2 or any injury that prevented

his/her 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 leave 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 short-term sick leave usage may be required to provide a medical statement of illness (for self or family member) if their sick leave accumulation falls below 96 hours. Falsification of such evidence will be sufficient cause for disciplinary action.

B. Sick Leave During Vacation. If an employee becomes ill while on vacation, the use of sick leave shall be granted only if written proof from a doctor is submitted describing the illness, the length of incapacity and further evidenced by a receipted bill for services of the attending physician. The employee shall return to work on the originally scheduled date unless that date is changed by his/her supervisor.

C. Medical Examination. Employees suffering from a chronic or recurring illness necessitating absences in excess of the absences for which sick pay is payable may, at the Employer's option, be required to submit to an examination by a physician chosen by the Employer. If corrective surgery or other therapy is recommended to remedy or alleviate such illness and the employee does not submit to such surgery or therapy within a reasonable time, he/she may be discharged due to such physical disability.

Section 15.5 Special Consideration

In the event an employee has a serious illness and has used up all his/her accumulated sick leave and vacation leave, the employee may request the Board of Commissioners to extend the sick leave with pay. The Board of Commissioners may, in its discretion, for exceptional circumstances, grant an extension of sick leave at such rate of pay and for such time as it deems appropriate, but its exercise of discretion will not be subject to the grievance procedure.

VACATIONS

Section 16.1 Vacation Benefits

Employees shall earn vacation pay as follows:

| <u>Years of Service</u> | <u>Annual Accumulation</u> | <u>Hours Per Pay</u> | <u>Maximum Accumulation*</u> |
|-------------------------|----------------------------|----------------------|------------------------------|
| 1 - 5 | 104 hours | 4.00 | 208 hours |
| 6 - 10 | 128 hours | 4.92 | 256 hours |
| 11 - 15 | 152 hours | 5.85 | 304 hours |

| | | | |
|----|-----------|------|-----------|
| 16 | 160 hours | 6.15 | 320 hours |
| 17 | 168 hours | 6.46 | 336 hours |
| 18 | 176 hours | 6.77 | 352 hours |
| 19 | 184 hours | 7.08 | 368 hours |
| 20 | 192 hours | 7.38 | 384 hours |

*The maximum accumulation is based on two (2) years' worth of annual leave earnings.

All accumulated vacation time shall be paid based on the maximum set; however, the balance will be allowed to accrue beyond the maximum for accrual purposes only.

For employees hired on or after September 28, 2010, Annual Leave shall be earned and accumulated per pay period according to the following chart:

| <u>Years of Service</u> | <u>Annual Accumulation</u> | <u>Hours Per Pay</u> | <u>Maximum Accumulation*</u> |
|-------------------------|----------------------------|----------------------|------------------------------|
| 1 - 5 | 104 hours | 4.00 | 156 hours |
| 6 - 10 | 128 hours | 4.92 | 192 hours |
| 11 - 15 | 152 hours | 5.85 | 228 hours |
| 16 | 160 hours | 6.15 | 240 hours |
| 17 | 168 hours | 6.46 | 252 hours |
| 18 | 176 hours | 6.77 | 264 hours |
| 19 | 184 hours | 7.08 | 276 hours |
| 20 | 192 hours | 7.38 | 288 hours |

*The maximum accumulation is based on one and one half (1-1/2) years' worth of Annual Leave earnings.

Twelve Hour accrual rates for employees on twelve hour shifts shall be earned and accumulated per pay period according to the following chart:

| <u>Years of Service</u> | <u>Annual Accumulation</u> | <u>Hours per pay</u> | <u>Max*</u> |
|-------------------------|----------------------------|----------------------|-------------|
| 1 - 5 | 156 hours | 6.00 | 234 hours |
| 6 - 10 | 192 hours | 7.39 | 288 hours |
| 11 - 15 | 228 hours | 8.77 | 342 hours |
| 16 | 240 hours | 9.22 | 360 hours |
| 17 | 252 hours | 9.69 | 378 hours |
| 18 | 264 hours | 10.15 | 396 hours |
| 19 | 276 hours | 10.62 | 414 hours |
| 20 and over | 288 hours | 11.07 | 432 hours |

All accumulated vacation time shall be paid based on the maximum set; however, the balance will be allowed to accrue beyond the maximum for accrual purposes only.

purpose of computing vacation benefits. Absence due to duty-connected disability shall also be counted as time worked; however, 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 Human Resources Director 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 Accounting Director 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. All Union deductions due will be taken out of vacation checks at the time of issue.

HOLIDAYS

Section 17.1 **Recognized Holidays**

For the purpose of computing holiday pay, the following days shall be designated as paid holidays:

| | |
|------------------------|-------------------------------|
| New Year's Day | Thanksgiving Day |
| Martin Luther King Day | Friday following Thanksgiving |
| Presidents Day | Christmas Eve |
| Memorial Day | Christmas Day |
| Fourth of July | New Year's Eve |
| Labor Day | |
| Veterans' 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 required to work the holiday shall be paid in addition to holiday pay, time and one-half (1) for the hours worked on the holiday. Employees required to work in excess of a regular shift on the holiday shall be paid two and one-half (2) times their regular hourly rate for those hours worked in excess of the regular shift.

Section 17.3

Holiday Eligibility

Employees not scheduled to work on such holidays 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 must have worked his/her last day scheduled before the holiday and his/her first day scheduled after the holiday, unless excused by the Sheriff, or;
- B. He/she is off work on an authorized sick leave and has accumulated sick leave time due, or;
- C. He/she is on his/her annual vacation and has accumulated annual leave time due, or;
- D. He/she is on one of his/her regularly scheduled days off, Employees are allowed two (2) days off work per week as regularly scheduled days off.

Section 17.4

Personal Leave

Effective the first full pay period following October 1 of each year each employee shall be allowed thirty-six (36) hours of personal leave. Personal time can be taken at any time with the approval of the Sheriff or his designee. Personal hours may not be carried forward into the next fiscal year. Any 2018 Personal Days that an employee has not used upon the execution of this contract will expire on January 4, 2019. Personal hours shall be counted as time worked.

Section 17.5

Comp Time

Comp time may be granted for qualifying, approved overtime, and holiday pay at the employees request and accrued at the rate for which it would be paid in cash. Employees may view their comp time bank. Comp time may be used in accordance with Section 16.2-Vacation Scheduling and when taken is counted as time worked for the purpose of calculating overtime.

COMPENSATION

Section 18.1 **Classifications 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 **Merit Increases**

Merit increases will be granted or denied in accordance with the outcome of evaluation interviews and ratings. When the results of such evaluations are objected to, timely grievances are required for consideration to be warranted.

The Union agrees the merit increase is subject to a satisfactory evaluation rating. If the evaluation rating is less than satisfactory, the increased pay step may be denied and is subject to the grievance process. The Employer agrees if the employer fails to complete an evaluation by the anniversary/merit date, the merit increase shall be granted on the merit date as if a satisfactory rating had been achieved.

Section 18.3 **College Degree Pay**

Any Deputy who has received a four (4) year B.A. Degree in Police Science or Criminal Justice or other related field as determined by the Sheriff from an accredited college or university shall receive an additional pay adjustment of six and one-half percent (6.5%) above and beyond the normal pay as shown in the above ranges. Any Deputy 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 normal pay as shown in the above ranges. Employees who have completed a Master's Degree in Police Science or Criminal Justice from an accredited college or university shall receive an additional pay adjustment of seven and one-half percent (7.5%) above and beyond the base pay.

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 |
| For each completed year after 5 years | \$50 additional |

Compensation for continuous service with the County shall be provided on the basis of the following schedule for employees hired on or after September 28, 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 | \$ 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. An employee on leave of absence without pay during the period who retires under MERS during the period or who dies 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.

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.

Upon execution of the contract and open enrollment period, bargaining unit employees will have the option to enroll in the County's Health Savings Account, HSA, as the sole medical plan option, to be effective January 1, 2019. The HSA plan, paired with a qualified high deductible plan, will maintain a \$1350/\$2700 annual deductible level, or as required by law. If an employee proves that he/she is ineligible to participate in the HSA plan, the employee may enroll in the County's High Deductible, HD, plan for an employee contribution of zero dollars (\$0) per pay period.

Each employee enrolled in the HSA plan shall pay an employee contribution of zero dollars (\$0) per pay period. The County will contribute \$675 (1-person contract) and \$1,350 (2-person or more contract) on January 2, 2019, January 2, 2020, and January 2, 2021. The County will contribute \$500 (1-person contract) and \$1,000 (2-person or more contract) on January 2, 2022, and January 2, 2023. Contributions will be pro-rated for new hires and employees becoming benefit eligible after January 1, 2019.

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 Employer agrees to provide life insurance or coverage for each permanent employee, equivalent to the employee's annual salary rate rounded to the next highest thousand dollars.

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.

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. 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.

| <u>Years of Continuous Service at Date of Retirement</u> | <u>Percentage of Individual Retirees Coverage Paid by County</u> |
|--|--|
| 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 September 28, 2010.

| <u>Years of Continuous Service at Date of Retirement</u> | <u>Percentage of Individual Retirees Coverage Paid by County</u> |
|--|--|
| 15 | 40 |
| 16 | 44 |
| 17 | 48 |
| 18 | 52 |
| 19 | 56 |
| 20 | 60 |
| 21 | 64 |
| 22 | 68 |
| 23 | 72 |
| 24 | 76 |
| 25 | 80 |
| 26 | 84 |
| 27 | 88 |
| 28 | 92 |
| 29 | 96 |
| 30 | 100 |

The cost of individual retiree coverage above the percentage shown on the schedule shall be paid by the retiree.

For employees hired on or after the execution of the contract, the County shall provide a Voluntary Employee Benefit Association (VEBA) type plan, whereby the County would contribute 3% of gross wages.

Section 19.4 **Dental Coverage**

The County agrees to provide all permanent employees dental insurance or coverage with an employee contribution of 15% of the monthly premium. The contribution amount will be paid to the County by employee through regular payroll deduction, which deduction is hereby authorized by this agreement.

Section 19.5 **Bonds and Liability Insurance**

All employees hired must be bondable as a condition of employment or continued employment. The Employer shall provide False Arrest and Personal Liability Insurance with limits of \$500,000 per person and \$500,000 aggregate to cover all Deputies.

Section 19.6 **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 19.7

Insurance Coverage Limitation

Medical, dental, vision and life insurance or plan coverages will become available and effective for new employees three (3) months after date of hire into a permanent position.

Section 19.8

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 employee via payroll deductions, which deduction is hereby authorized by this agreement.

FILLING OF VACANCIES

Section 20.1

Vacancy Posting

The Sheriff shall post, within seven (7) days of such opening, the following assignments which are to be filled:

- | | |
|-------------------------|----------------------|
| (1) Patrol Positions | (4) 416 Cars |
| (2) Court Services | (5) Contracte Patrol |
| (3) Detective Positions | |

This posting shall be open to employees in the Sheriff Deputy and Sheriff Correction Officer Unit.

- A. Award of Position. The assignments indicated above will only be awarded to employees who are MCOLES certified. The award of the position to employees who have applied shall be based upon demonstrated capacity and quality of performance. A systematic consideration of the employee's qualifications, capacity and quality of previous work performance shall be given to the applicants. Length of service shall be the determining factor when other factors are equal. Employees selected shall be on temporary tenure in that position for six (6) months during which time he/she may be disqualified by the Sheriff or himself/herself and return to his/her former classification and/or assignment.
- B. The vacancy posting process of the Muskegon County Sheriff Department is vested exclusively in the Sheriff except as abridged in this Section. The Sheriff has the sole responsibility for the actions of each Officer; accordingly, he shall have the ultimate choice of the personnel who will carry out his demands. The Sheriff shall not be arbitrary or capricious in his method of selection.

Section 20.2

Promotions

When a position is to be filled in a higher rank (Sheriff Deputy to Sergeant), the following shall apply:

- A. The promotional process of the Muskegon County Sheriff Department is vested exclusively in the Sheriff except as abridged in this Section. The Sheriff has the sole responsibility for the actions of each officer, accordingly, he shall have the ultimate choice of the personnel who will carry out his demand.
- B. In order to select the most capable individual, the manner of selection will be as follows:

A Promotional Panel will be established by the Sheriff and shall consist of five (5) Command Officers and Under-Sheriff. The six (6) personnel will thoroughly review each and every candidate for consistency with the criteria contained herein. A list of candidates shall be presented to the Sheriff with each candidate ranked by qualification, in descending order of qualification. The Sheriff shall select a candidate to fill the position from the list given to him by the Promotional Panel. If any two (2) candidates are equal in all respects, the most senior candidate shall be given the position.

- C. Criteria to be Considered shall be as Follows:

- 1. Years of Service
- 2. Demonstrated ability and qualifications to perform service required
- 3. Loyalty
- 4. Attendance Record
- 5. Education and Training
- 6. Initiative and Maturity
- 7. Work History Personality and Communicative Skills
- 8. Performance Ratings
- 9. Background Experiences
- 10. Leadership Qualities
- 11. Deportment and Appearance

Section 20.3

Return to the Bargaining Unit

An employee who has been promoted to a rank excluded from this bargaining unit may voluntarily return to his/her former classification within the bargaining unit during the first six (6) months of such promotions. Thereafter, a return to this bargaining unit shall be at the Sheriff's sole discretion.

An employee who is returned to this bargaining unit, either voluntarily or involuntarily, shall have such seniority rights as are provided in this Agreement based upon the employee's seniority acquired immediately prior to such promotion to a rank excluded from this bargaining unit.

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, 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 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 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 enters 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

Department Organization

The following illustrates the current organization of the Operation in which bargaining unit members are assigned. However, the Sheriff reserves the right to reorganize, by modification or otherwise, the Department as he shall deem necessary.

Court Services Unit
416 Grant Cars
K-9 Unit
Investigation Unit
Marine Unit Patrol Unit
Contracted Patrol Units

Section 22.2

Reclassification

The Sheriff shall not unilaterally reclassify any existing employee during the life of this Agreement.

Section 22.3

Worker's Compensation

The Employer agrees to cooperate toward the prompt settlement of employee's on-the-job injury 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 of the Muskegon County Sheriff's Department Deputy Unit shall 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. Also covers while working in the Jail.
2. As a result of a traffic accident.
3. As a result of pursuing a fleeing suspect.
4. 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 substantiated by the attending physician.

Section 22.4

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 22.5

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 justification, 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 disrepair, that is in disrepair, that malfunctions, or is unsafe where such disrepair, malfunction or unsafe status would impair or endanger the assigned activity.

Section 22.6

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 22.7

Accidents

Any employee involved in any accident shall immediately report said accident and any physical injury sustained to his/her Command Officer. When required by his Employer, the employee, before starting his 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 22.8

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 operative 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 22.9

Uniform Allowance

A. Uniform Complement. The Employer will provide each Sheriff Deputy 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
One Winter Car Coat
Three Summer Shirts
Three Winter Shirts
Two Neckties
Three Summer Trousers(if available)
Three Winter Trousers or Slacks
One Waist Belt
Two Name Bars
Two Badges
One Standard Service Weapon
Rain Coat
ID Card and Leather Holder
Four Keepers
One Pair of Overshoes
One Sam Browne Belt
One Handcuff Holder
One Holster
One Double Cartridge Holder
One Key Holder
One Pair Gloves
One Tie Clasp

B. Clothing Allowance. In each year of the Agreement, each Sheriff Deputy 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 Sheriff Deputy 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 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 reissued 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 a deputy 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 22.11 Sheriff Department Personnel Files

A. The Sheriff shall ensure that there is only one official personnel file kept. The Sheriff shall define the location of each employees personnel file.

Section 22.12 Legal Counsel

The Employer shall provide to each employee of the bargaining unit such legal assistance in conjunction with existing insurance coverage as shall be required or needed as a result of the acts occurring when and while said employee is in the performance of his/her police duties and responsibilities. This shall apply to all civil suits and criminal prosecutions. Unless there is a conflict of interest, the Corporate Counsel's office shall be used.

Section 22.13

Retirement Plan

The County agrees to provide to all permanent employees the Municipal Employees Retirement System Plan known as Benefit Program B-3 with Benefit Program identified as F50 (25) with a 5% employee contribution with such contribution deducted from the employee's wage through payroll deduction, such deduction being hereby authorized by this Agreement.

Employees hired on or after September 28, 2010 and before November 1, 2014 will have a 6.5% contribution 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 ten (10) six-hour days per month.

Employees hired on or after November 1, 2014, will receive the MERS defined contribution plan with a minimum employee contribution of 4.5% and an employer contribution of 4.5% of the employee's gross wages.

The parties agree that the benefits of the retirement plan are valid for the life of the retiree, in accordance with the MERS Plan Document.

Section 22.14

Personal Belongings

The County shall replace or reimburse the value, up to \$125.00, (up to \$200.00 for eye glasses only), and subject to depreciation, of any article ruined or destroyed belonging to an Officer who is lawfully performing his duty.

Section 22.15

Bulletin Board

The Employer will provide a bulletin board in the Sheriff Department which may be used by the Union for posting notices, including but not limited to, notice of the following types:

- A. Notices of recreational and social events.
- B. Notices of elections.
- C. Notices of results of elections.
- D. Notice of meetings.

E. Miscellaneous items placed on the board by employees, such as "for sale" notices.

F. Union activities.

Section 22.16 **Residency Requirements**

All employees of the Muskegon County Sheriff Department shall live within twenty (20) miles of the nearest Muskegon County boundary line (Act 212 of 1999).

This requirement does not apply to a person who is married and both of the following conditions are met:

A. The person's spouse is employed by another public employer;

B. The person's spouse is subject to a condition of employment or promotion that, if not for this section, would require him or her to reside a distance of less than 20 miles from the nearest boundary of the public employer.

This section would not affect current employees unless they move from their present address after effective date of this contract.

Section 22.17 **Benefit Program Compensation**

No benefit program or combination of benefit programs shall allow an employee to be compensated at a rate in excess of the hourly base rate of pay the employee would receive if working and in pay status.

Section 22.18 **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 Agreement, 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 Agreement. If an employee elects to use the grievance procedure provided for in this Agreement and subsequently elects to utilize the statutory or administrative remedies, then the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

Section 22.19 **Training Programs**

The Employer shall determine training requirements for employees to establish and maintain skills, proficiencies and

certification necessary to the performance of work assignments in the Sheriff Department. If the training program occurs outside of the employee's regularly scheduled work day, the employee will be compensated in accordance with Section 9.1, Premium Pay for Overtime Work.

Section 22.20 **Separability and Savings Clause**

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

In the event that any section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into collective bargaining negotiations upon the request of the Union for such sections during the period of validity or restraint for the purpose of arriving at mutually satisfactory replacement.

There are no agreements which are binding on either of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on either of the parties until it has been put in writing and signed by the parties.

Section 22.21 **Captions**

The titles to each section or subsection are for identification purposes only and shall not be a substantive part of this Agreement.

Section 22.22 **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. Therefore, the Employer 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 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 22.23

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 22.24

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 22.25

Section 125 Benefit

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 forth in the plan documents (as amended for inclusion of the AFLAC benefit) for this bargaining unit.

Section 22.26 Bloodborne Pathogens Infectious Disease Control

The Muskegon County Sheriff's Department recognizes the importance of safe handling of Bloodborne Pathogens and agrees to be in compliance with MIOSHA Bloodborne Infectious Disease regulations.

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, 2023. 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 or of any subsequent contract year advising that such party desires to continue this Agreement but also desire 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 revisions 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 WHEREOF, the parties have hereunderset their hand and seals this 1st day of October, 2018.

COUNTY OF MUSKEGON

**FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

Benjamin Cross
Muskegon Co. Board of
Commissioners

Edward Fox
Business Representative

Nancy A. Waters
County Clerk

Peter Kutchess
MFOPLC Steward

Michael Poulin
Muskegon County Sheriff

Ed Vanas
MFOPLC Steward

APPENDIX A

SHERIFF DEPUTY (defined contribution employees)

| | <u>Start</u> | <u>1 Year</u> | <u>2 Year</u> | <u>3 Year</u> | <u>4 Year</u> | <u>5 Year</u> |
|------|--------------|---------------|---------------|---------------|---------------|---------------|
| Hrly | 20.43 | 21.86 | 23.39 | 25.02 | 26.78 | 28.34 |

Employees covered under the Deputy Unit collective bargaining agreement prior to October 1, 2018 and eligible for the MERS defined benefit plan will receive an additional forty eight cents (\$0.48) on their base pay rate upon the first full pay period following execution of this agreement.

SHERIFF DEPUTY (defined benefit employees)

| | <u>Start</u> | <u>1 Year</u> | <u>2 Year</u> | <u>3 Year</u> | <u>4 Year</u> | <u>5 Year</u> |
|------|--------------|---------------|---------------|---------------|---------------|---------------|
| Hrly | 20.92 | 22.35 | 23.88 | 25.51 | 27.26 | 28.83 |

Employees covered under the Deputy Unit collective bargaining agreement prior to October 1, 2018 and eligible for the MERS defined benefit plan will receive an additional forty eight cents (\$0.48) on their base pay rate upon the first full pay period following execution of this agreement.

Effective October 1, 2018 all classifications within the collective bargaining agreement shall receive an across the board increase of two percent (2%).

Effective October 1, 2019 all classifications within the collective bargaining agreement shall receive an across the board increase of two percent (2%).

Effective October 1, 2020 all classifications within the collective bargaining agreement shall receive an across the board increase of two percent (2%).

Effective October 1, 2021, wage reopener

Effective October 1, 2022, wage reopener