

*Dept of Labor.*  
*12-31-75*

*Mecosta, County of*

THIS AGREEMENT ENTERED INTO AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_ BETWEEN THE COUNTY OF MECOSTA (HEREIN - AFTER REFERRED TO AS THE "EMPLOYER") AND THE MECOSTA COUNTY DEPUTY SHERIFF'S ASSOCIATION, A DIVISION OF THE POLICE OFFICERS ASSOCIATION OF MICHIGAN ON BEHALF OF THE SHERIFF DEPARTMENT EMPLOYEES. WHEREVER THE TERM ASSOCIATION IS USED IN THIS AGREEMENT IT SHALL REFER TO THE MECOSTA COUNTY DEPUTY SHERIFF'S ASSOCIATION.

PURPOSE AND INTENT: THE GENERAL PURPOSE OF THIS AGREEMENT IS TO SET FORTH TERMS AND CONDITIONS OF EMPLOYMENT, AND TO PROMOTE ORDERLY AND PEACEFUL LABOR RELATIONS FOR THE MUTUAL INTEREST OF THE EMPLOYER, AND THE ASSOCIATION. IT ALSO PROVIDES TO MAINTAIN PRESENT WAGES, HOURS, AND CONDITIONS OF EMPLOYMENT LEGALLY IN AFFECT. EXCEPT AS IMPROVED HEREIN.

THE PARTIES RECOGNIZE THAT THE INTEREST OF THE COMMUNITY AND THE JOB SECURITY OF THE EMPLOYEES DEPEND UPON THE EMPLOYER'S SUCCESS IN ESTABLISHING A PROPER SERVICE TO THE COMMUNITY.

TO THESE ENDS THE EMPLOYER AND THE ASSOCIATION ENCOURAGE TO THE FULLEST DEGREE FRIENDLY AND COOPERATIVE RELATIONS BETWEEN THE RESPECTIVE REPRESENTATIVES AT ALL LEVELS AND AMONG ALL EMPLOYEES.

*Mecosta County Deputy Sheriff's Assoc.*  
*P.O. Box 125*  
*Big Rapids, Michigan 49307*

ARTICLE I

RECOGNITION OF ASSOCIATION

A. PURSUANT TO AND IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF ACT 379 OF THE PUBLIC ACTS OF 1965, AS AMENDED, THE EMPLOYER DOES HEREBY RECOGNIZE THE MECOSTA COUNTY DEPUTY SHERIFF'S ASSOCIATION AS THE EXCLUSIVE REPRESENTATIVE FOR THE PURPOSE OF COLLECTIVE BARGAINING IN RESPECT TO RATES OF PAY, WAGES, HOURS OF EMPLOYMENT, AND OTHER CONDITIONS OF EMPLOYMENT FOR THE TERM OF THIS AGREEMENT OF ALL EMPLOYEES OF THE EMPLOYER INCLUDED IN THE BARGAINING UNIT DESCRIBED BELOW:

ALL FULL TIME SHERIFF DEPARTMENT EMPLOYEES OF THE COUNTY OF MECOSTA, BUT EXCLUDING THE SHERIFF, THE UNDER-SHERIFF, AND THE LIEUTENANT (S).

B. AID TO OTHER BARGAINING AGENTS: THE EMPLOYER WILL NOT AID, PROMOTE OR FINANCE ANY LABOR GROUP OR ORGANIZATION WHICH PURPORTS TO ENGAGE IN COLLECTIVE BARGAINING OR MAKE ANY AGREEMENT WITH ANY SUCH GROUP OR ORGANIZATION FOR THE PURPOSE OF UNDERMINING THE ASSOCIATION'S REPRESENTATION IN THE BARGAINING UNIT DESCRIBED IN PARAGRAPH A.

ARTICLE II

RECOGNITION OF RIGHT OF EMPLOYER

A. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO LIMIT OR CURTAIL THE COUNTY IN ANY WAY IN THE EXERCISE OF ITS RIGHTS, POWERS AND AUTHORITY, UNLESS AND ONLY TO THE EXTENT THAT SPECIFIC PROVISIONS OF THIS AGREEMENT CURTAIL OR LIMIT SUCH RIGHTS, POWERS AND AUTHORITY. THE ASSOCIATION RECOGNIZES THAT THE COUNTY'S RIGHTS, POWERS AND AUTHORITY INCLUDE BUT ARE NOT LIMITED TO, THE RIGHT TO DIRECT AND MANAGE THE WORK FORCE, INCLUDING BY WAY OF ILLUSTRATION THE DETERMINATION OF POLICIES, OPERATIONS, ASSIGNMENTS, SCHEDULES, DISCIPLINE, LAYOFF OF EMPLOYEES, PURCHASING EQUIPMENT, AND MAINTENANCE OF EQUIPMENT, EXCEPT AS ANY OF THESE RIGHTS ARE EXPRESSLY ABRIDGED BY THE PROVISIONS OF THIS AGREEMENT.

B. RULES: THE COUNTY SHALL HAVE THE RIGHT TO MAKE SUCH REASONABLE RULES AND REGULATIONS NOT IN CONFLICT WITH THIS AGREEMENT AS IT MAY FROM TIME TO TIME DEEM BEST FOR THE PURPOSE OF MAINTAINING ORDER, SAFETY AND/OR EFFECTIVE OPERATIONS AND PUT SUCH INTO EFFECT AFTER ADVANCE NOTICE TO THE ASSOCIATION AND THE EMPLOYEES. ANY COMPLAINT RELATIVE TO THE REASONABLENESS AND APPLICATION OF ANY RULE MAY BE CONSIDERED AS A GRIEVANCE AND SUBJECT TO THE GRIEVANCE PROCEDURE CONTAINED IN THIS AGREEMENT.

ARTICLE III

ASSOCIATION SECURITY AND CHECK-OFF

A. REQUIREMENTS OF ASSOCIATIONS MEMBERSHIP: TO THE EXTENT THAT THE LAWS OF THE STATE OF MICHIGAN PERMIT IT IS AGREED THAT :

(1) EMPLOYEES COVERED BY THIS AGREEMENT AT THE TIME IT BECOMES EFFECTIVE AND WHO ARE MEMBERS OF THE ASSOCIATION AT THAT TIME, SHALL BE REQUIRED AS A CONDITION OF CONTINUED EMPLOYMENT TO CONTINUE MEMBERSHIP IN THE ASSOCIATION FOR THE DURATION OF THIS AGREEMENT.

(2) ALL PRESENT AND NEW-HIRE EMPLOYEES, WHO AFTER THE EFFECTIVE DATE OF THIS AGREEMENT BECOME MEMBERS OF THE ASSOCIATION SHALL BE REQUIRED AS A CONDITION OF CONTINUED EMPLOYMENT TO CONTINUE MEMBERSHIP IN THE ASSOCIATION FOR THE DURATION OF THIS AGREEMENT.

(3) EACH EMPLOYEE SHALL, AS A CONDITION OF EMPLOYMENT, AFTER SIX (6) MONTHS OF EMPLOYMENT, EITHER ACQUIRE AND MAINTAIN MEMBERSHIP IN THE ASSOCIATION OR PAY TO THE ASSOCIATION EACH MONTH, A SERVICE CHARGE AS A CONTRIBUTION TOWARD THE ADMINISTRATION OF THIS AGREEMENT, IN AN AMOUNT EQUAL TO THE REGULAR MONTHLY DUES. SUCH CONTRIBUTION SHALL BE CHECKED OFF UPON PROPER WRITTEN AUTHORITY EXECUTED BY THE EMPLOYEE.

B. ASSOCIATION DUES AND INITIATION FEES:

(1) PAYMENT BY CHECK-OFF OR DIRECT TO THE ASSOCIATION.

EMPLOYEES WILL TENDER THE INITIATION FEE UNIFORMLY REQUIRED AS A CONDITION OF ACQUIRING MEMBERSHIP IN THE ASSOCIATION AND MONTHLY MEMBERSHIP DUES BY SIGNING THE AUTHORIZATION FOR CHECK-OFF OF DUES FORM. CHECK-OFF FORM: DURING THE LIVE OF THIS AGREEMENT AND IN ACCORDANCE WITH THE TERMS OF THE FORM OF AUTHORIZATION OF CHECK-OFF OF DUES HEREINAFTER SET FORTH, AND TO THE EXTENT THE LAWS OF THE STATE OF MICHIGAN PERMIT, THE EMPLOYER AGREES TO DEDUCT THE ASSOCIATION MEMBERSHIP DUES LEVIED IN ACCORDANCE WITH THE CONSTITUTION AND BY-LAWS OF THE ASSOCIATION FROM THE PAY OF EACH EMPLOYEE WHO EXECUTES OR HAS EXECUTED AN AUTHOR-

IZATION FOR CHECK-OFF OF DUES FROM WHICH IS CONSISTENT WITH THE TERMS OF THIS AGREEMENT AND DOES NOT IMPOSE RESTRICTIONS OF FREE CHOICE UPON THE EMPLOYEES.

(2) DEDUCTIONS: DEDUCTIONS SHALL BE MADE ONLY IN ACCORDANCE WITH THE PROVISIONS OF SAID AUTHORIZATION FOR CHECK-OFF OF DUES, TOGETHER WITH THE PROVISIONS OF THIS AGREEMENT. THE EMPLOYER SHALL HAVE NO RESPONSIBILITY FOR THE COLLECTION OF INITIATION FEES, MEMBERSHIP DUES, SPECIAL ASSESSMENTS, OR ANY OTHER DEDUCTIONS NOT IN ACCORDANCE WITH THIS PROVISION.

(3) DELIVERY OF EXECUTED AUTHORIZATION OF CHECK-OFF FORM:  
A PROPERLY EXECUTED COPY OF SUCH AUTHORIZATION FOR CHECK-OFF OF DUES FORM FOR EACH EMPLOYEE FOR WHOM THE ASSOCIATION MEMBERSHIP DUES ARE TO BE DEDUCTED HEREUNDER SHALL BE DELIVERED TO THE EMPLOYER BEFORE ANY PAYROLL DEDUCTIONS ARE MADE. DEDUCTIONS SHALL BE MADE THEREAFTER ONLY UNDER AUTHORIZATION FOR CHECK-OFF OF DUES FORMS WHICH HAVE BEEN PROPERLY EXECUTED AND ARE IN EFFECT. ANY AUTHORIZATION FOR CHECK-OFF OF DUES WHICH IS INCOMPLETE OR IN ERROR WILL BE RETURNED TO THE ASSOCIATION TREASURER.

(4) WHEN DEDUCTIONS BEGIN: CHECK-OFF DEDUCTIONS UNDER ALL PROPERLY EXECUTED AUTHORIZATION FOR CHECK-OFF OF DUES FORMS SHALL BECOME EFFECTIVE AT THE TIME THE APPLICATION IS TENDERED TO THE EMPLOYER AND SHALL BE DEDUCTED ON THE FIRST PAYDAY OF THE NEXT CALENDAR MONTH AND ON THE FIRST PAYDAY OF EACH CALENDAR MONTH THEREAFTER.

(5) DELIVERY OF ADDITIONAL CHECK-OFF FORMS: THE ASSOCIATION WILL PROVIDE TO THE EMPLOYER ANY ADDITIONAL AUTHORIZATION FOR CHECK-OFF OF DUES FORMS UNDER WHICH THE ASSOCIATION MEMBERSHIP DUES ARE TO BE DEDUCTED.

(6) REFUNDS: IN CASES WHERE A DEDUCTION IS MADE THAT DUPLICATES A PAYMENT THAT AN EMPLOYEE ALREADY HAS MADE TO THE ASSOCIATION OR WHERE A DEDUCTION IS NOT IN CONFORMITY WITH THE PROVISIONS OF THE ASSOCIATION'S CONSTITUTION AND/ OR BYLAWS, REFUNDS TO THE EMPLOYEE WILL BE MADE BY THE ASSOCIATION.

(7) REMITTANCE OF DUES TO THE ASSOCIATION TREASURER: DEDUCTIONS FOR ANY CALENDER MONTH SHALL BE REMITTED TO THE DESIGNATED TREASURER OF THE ASSOCIATION AS SOON AS POSSIBLE AFTER THE FIRST OF THE SUCCEEDING MONTH. THE EMPLOYER SHALL FURNISH THE TREASURER OF THE ASSOCIATION WITH A MONTHLY LIST OF THOSE FOR WHOM THE ASSOCIATION HAS SUBMITTED SIGNED AUTHORIZATION FOR CHECK-OFF FOR DUES FORMS, BUT FOR WHOM NO DEDUCTIONS HAVE BEEN MADE.

(8) TERMINATION OF CHECK-OFF: AN EMPLOYEE SHALL CEASE TO BE SUBJECT TO CHECK-OFF DEDUCTIONS BEGINNING WITH THE MONTH IMMEDIATELY FOLLOWING THE MONTH IN WHICH HE REVOKES HIS AUTHORIZATION FOR CHECK-OFF OF DUES. THE ASSOCIATION WILL BE NOTIFIED BY THE EMPLOYER OF THE NAMES OF SUCH EMPLOYEES FOLLOWING THE END OF EACH MONTH IN WHICH THE TERMINATION TOOK PLACE.

(9) LIMIT OF EMPLOYER'S LIABILITY: THE EMPLOYER SHALL NOT BE LIABLE TO THE ASSOCIATION BY REASON OF THE REQUIREMENTS OF THIS AGREEMENT FOR THE REMITTANCE OR PAYMENT OF ANY SUM OTHER THAN THAT CONSTITUTING ACTUAL DEDUCTIONS MADE FROM WAGES EARNED BY EMPLOYEES.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### A. DEFINITION OF GRIEVANCE

A GRIEVANCE IS DEFINED AS A QUESTION, PROBLEM, COMPLAINT, REQUEST OR DISPUTE REGARDING THE MEANING OR APPLICATION OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. ANY GRIEVANCE FILED SHALL REFER TO THE SPECIFIC PROVISION OR PROVISIONS OF THIS AGREEMENT ALLEGED TO HAVE BEEN VIOLATED, AND IT SHALL SET FORTH THE FACTS PERTAINING TO SUCH ALLEGED VIOLATIONS.

#### B. EMPLOYEE REPRESENTATION

IN ANY GRIEVANCE PROCEDURES THE ASSOCIATION WILL BE REPRESENTED BY THE PRESIDENT OF THE ASSOCIATION, AND TWO OTHER STEWARDS DULY ELECTED BY THE ASSOCIATION. UP TO THREE (3) EMPLOYEE REPRESENTATIVES WILL BE PERMITTED TO NEGOTIATE AND PROCESS GRIEVANCES WITHOUT LOSS OF PAY OR BENEFITS.

#### C. VERBAL PROCEDURE

AN EMPLOYEE AND/ OR HIS STEWARD MAY DISCUSS A GRIEVANCE WITH THE EMPLOYEE'S IMMEDIATE SUPERVISOR.

IF THE GRIEVANCE IS THUS SATISFACTORILY SETTLED, THE SETTLEMENT SHALL BE REDUCED TO WRITING NO LATER THAN THE END OF THE SECOND (2ND) WORKING DAY FOLLOWING THE LAST DISCUSSION OF IT, THE SETTLEMENT SHALL BE SIGNED BY THE SUPERVISOR, AND A COPY OF THE SETTLEMENT SHALL BE GIVEN TO THE EMPLOYEE AND THE STEWARD.

#### D. WRITTEN PROCEDURE

STEP ONE: IF THE GRIEVANCE IS NOT SETTLED THROUGH THE VERBAL PROCEDURE ABOVE, IT MAY BE REDUCED TO WRITING, SHALL STATE THE DATE IT WAS DENIED BY THE SUPERVISOR IN THE VERBAL PROCEDURE, SHALL BE SIGNED BY THE EMPLOYEE AND HIS STEWARD, AND PRESENTED TO THE SHERIFF, PROVIDED THAT SUCH MUST BE DONE NO LATER THAN THE END OF THE SEVENTH (7TH) WORKING DAY FOLLOWING DENIAL OF THE GRIEVANCE IN THE VERBAL PROCEDURE, FAILING WHICH, IT WILL BE DEEMED TO HAVE BEEN WITH-DRAWN PERMANENTLY. THE SHERIFF SHALL ENDORSE THE ASSOCIATION'S COPY OF THE GRIEVANCE TO SHOW THE DATE OF RECEIPT. A MEETING BETWEEN THE SHERIFF, THE OFFICER FILING THE GRIEVANCE, AND ONE STEWARD SHALL BE HELD TO DISCUSS THE GRIEVANCE WITHIN SEVEN (7) WORKING DAYS AFTER RECEIPT OF THE GRIEVANCE BY THE SHERIFF.

THE SHERIFF SHALL RENDER HIS WRITTEN DISPOSITION OF ANY GRIEVANCE SO FILED, NO LATER THAN THE END OF THE SEVENTH (7) WORKING DAY FOLLOWING THE DAY OF HIS RECEIPT OF THE GRIEVANCE, AND HE SHALL GIVE A COPY OF HIS DISPOSITION TO THE EMPLOYEE'S STEWARD OR, IN THE STEWARD'S ABSENCE, TO THE ASSOCIATION PRESIDENT, WHO SHALL ENDORSE THE SHERIFF'S COPY TO INDICATE RECEIPT BY THE ASSOCIATION OF SUCH DISPOSITION AND THE DATE OF SUCH RECEIPT.

STEP TWO: IF THE GRIEVANCE DISPOSITION GIVEN IN STEP ONE IS NOT CONSIDERED SATISFACTORY, THE GRIEVANCE MAY BE FILED IN STEP TWO BY THE ASSOCIATION PRESIDENT WHO SHALL SUBMIT IT TO THE CHAIRMAN OF THE COUNTY BOARD OF COMMISSIONERS NO LATER THAN THE END OF THE SEVENTH (7) WORKING DAY FOLLOWING THE DATE OF THE DISPOSITION OF THE GRIEVANCE IN STEP ONE. FAILURE TO SO ADVANCE A GRIEVANCE TO STEP TWO SHALL RESULT IN ITS BEING DEEMED PERMANENTLY SETTLED ON THE BASIS OF THE DISPOSITION GIVEN IT BY THE SHERIFF IN STEP ONE. THE CHAIRMAN AND THE BOARD OF COMMISSIONERS SHALL ENDORSE THE ASSOCIATION'S COPY OF THE GRIEVANCE TO SHOW THE DATE OF RECEIPT.

AFTER INVESTIGATION OF THE GRIEVANCE AND DISCUSSION OF IT WITH THE ASSOCIATION'S COMMITTEE IF THE ASSOCIATION PRESIDENT SO REQUESTS, THE CHAIRMAN OF THE BOARD SHALL GIVE HIS WRITTEN DISPOSITION OF THE GRIEVANCE TO THE ASSOCIATION PRESIDENT WHO SHALL ENDORSE THE CHAIRMAN'S COPY TO INDICATE RECEIPT OF SUCH DISPOSITION AND THE DATE OF SUCH RECEIPT. THIS STEP SHALL BE COMPLETED WITHIN SEVEN (7) WORKING DAYS OF RECEIPT OF THE GRIEVANCE BY THE CHAIRMAN.

STEP THREE: ARBITRATION: IF THE GRIEVANCE DISPOSITION GIVEN IN STEP TWO IS NOT CONSIDERED SATISFACTORY, THE ASSOCIATION MAY ELECT TO TAKE THE GRIEVANCE TO ARBITRATION. IF IT DOES NOT DO SO, IN THE MANNER PROVIDED HEREIN, THE GRIEVANCE SHALL BE DEEMED TO HAVE BEEN SETTLED ON THE BASIS OF THE DISPOSITION GIVEN TO IT IN STEP TWO, AND ITS SUBJECT MATTER SHALL NOT BE RESUBMITTED TO THE GRIEVANCE PROCEDURE.

IF THE ASSOCIATION WISHES TO APPEAL DENIAL OF A GRIEVANCE IN STEP TWO, A STATE REPRESENTATIVE OF THE ASSOCIATION SHALL, WITHIN THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THE EMPLOYER'S DISPOSITION IN STEP TWO, NOTIFY THE COUNTY OF MECOSTA IN WRITING THAT IT ELECTS TO TAKE THE MATTER TO ARBITRATION.

IN THE EVENT THE COUNTY AND THE ASSOCIATION ARE UNABLE TO AGREE ON AN IMPARTIAL ARBITRATOR, THE ARBITRATOR WILL BE SELECTED FROM A LIST OF ARBITRATORS SUBMITTED BY THE AMERICAN ARBITRATION ASSOCIATION. A LIST OF FIVE (5) ARBITRATORS WILL BE REQUESTED FROM THE AMERICAN ARBITRATION ASSOCIATION, WITH EACH PARTY HAVING THE RIGHT TO STRIKE TWO (2) NAMES. THE ARBITRATOR REMAINING ON THE LIST SHALL SERVE AS THE INDEPENDENT ARBITRATOR.

THE EMPLOYER, THE ASSOCIATION, AND THE INDEPENDENT ARBITRATOR, SHALL BE SUBJECT TO THE FOLLOWING, WHICH SHALL CONTROL IF THERE BE CONFLICT WITH A RULE OF THE AMERICAN ARBITRATION ASSOCIATION:

(1) THE ARBITRATOR SHALL BE EMPOWERED TO RULE ONLY ON A GRIEVANCE WHICH INVOLVES AN INTERPRETATION OR APPLICATION OF THIS AGREEMENT.

(2) THE ARBITRATOR SHALL NOT ADD TO, SUBTRACT FROM, IGNORE OR CHANGE ANY OF THE PROVISIONS OF THIS AGREEMENT.

(3) IT SHALL NOT BE WITHIN THE JURISDICTION OF THE ARBITRATOR TO CHANGE AN EXISTING WAGE RATE, OR TO ESTABLISH A NEW WAGE RATE, NOR TO RULE ON THE EMPLOYER'S RIGHT TO MANAGE AND DIRECT ITS WORK FORCE UNLESS THERE IS CONTAINED IN THIS AGREEMENT A SPECIFIC AND EXPLICIT LIMITATION OF THOSE RIGHTS, NOR TO INFER FROM ANY PROVISIONS OF THIS AGREEMENT ANY LIMITATION OF THOSE RIGHTS.



(4) EACH PARTY SHALL FURNISH TO THE ARBITRATOR AND TO THE OTHER PARTY WHATEVER FACTS OR MATERIAL THE ARBITRATOR MAY REQUIRE TO PROPERLY WEIGH THE MERITS OF THE GRIEVANCE, PROVIDED, HOWEVER, THAT SUCH FACTS OR MATERIAL MUST HAVE BEEN DISCUSSED DURING THE GRIEVANCE PROCEDURE PRECEDING APPEAL TO ARBITRATION.

(5) THE ASSOCIATION'S ADMINISTRATIVE FEE AND OTHER CHARGES AND THE ARBITRATOR'S CHARGES FOR HIS SERVICES AND EXPENSES SHALL BE SHARED EQUALLY BY THE EMPLOYER AND THE ASSOCIATION.

(6) THE ARBITRATOR'S DECISION, ON AN ARBITRABLE MATTER WITHIN HIS JURISDICTION, SHALL BE FINAL AND BINDING.

E. GRIEVANCE PROCEDURE- GENERAL

IT IS UNDERSTOOD AND AGREED THAT ANY GRIEVANCE SETTLEMENT ARRIVED AT UNDER THE PROVISIONS OF THIS AGREEMENT, BETWEEN THE COUNTY AND THE ASSOCIATION IS BINDING UPON BOTH PARTIES AND CANNOT BE CHANGED BY ANY INDIVIDUAL EMPLOYEE OR BY THE EMPLOYER.

IF THE COUNTY REPRESENTATIVE IN STEP ONE OR IN STEP TWO FAILS TO PROVIDE DISPOSITION OF A GRIEVANCE WITHIN ANY TIME LIMIT SET FORTH FOR HIM HEREIN, THE GRIEVANCE SHALL BE AUTOMATICALLY ADVANCED TO THE NEXT STEP.

FOR WORKING TIME NECESSARILY SPENT IN INVESTIGATING A GRIEVANCE WHICH AN EMPLOYEE HAS ALREADY SUBMITTED TO THE GRIEVANCE PROCEDURE ABOVE PROVIDED, OR IN DISCUSSING SUCH A GRIEVANCE WITH A REPRESENTATIVE(S) OF THE COUNTY, STEWARDS AND THE ASSOCIATION PRESIDENT SHALL BE PAID, AT THEIR REGULAR, STRAIGHT TIME RATE, FOR THOSE HOURS DURING WHICH THEY WOULD OTHERWISE HAVE BEEN AT WORK FOR THE COUNTY, IT BEING AGREED THAT SUCH INVESTIGATION OR DISCUSSION SHALL BE PERFORMED WITH A MINIMUM OF INTERFERENCE WITH WORK ASSIGNMENTS AND LOSS OF WORKING TIME. IN NO EVENT SHALL ANY SUCH ASSOCIATION REPRESENTATIVE LEAVE HIS WORK FOR SUCH PURPOSE BEFORE FIRST NOTIFYING HIS SUPERVISOR AND TURNING HIS WORK OVER TO A REPLACEMENT WHO SHALL BE PROVIDED BY THE SUPERVISOR AS PROMPTLY AS IS PRACTICABLE UNDER THE CIRCUMSTANCES.

IT IS AGREED THAT ANY GRIEVANCE MUST BE BROUGHT UP WITHIN FIVE (5) WORKING DAYS AFTER IT MIGHT, REASONABLY, HAVE BECOME KNOWN TO EXIST. IN ANY EVENT, NO GRIEVANCE CLAIM SHALL BE VALID FOR A PERIOD PRIOR TO THE DATE SUCH CLAIM WAS FIRST FILED IN WRITING IN THE GRIEVANCE PROCEDURE HEREIN PROVIDED. BACK PAY SHALL BE LIMITED TO THE AMOUNT OF THE WAGES THE EMPLOYEE WOULD HAVE EARNED, WITHIN THE FOREGOING LIMITATION, LESS ANY AMOUNT RECEIVED BY HIM FROM UNEMPLOYMENT COMPENSATION.

## ARTICLE V

### DISCHARGE AND SUSPENSION

#### A. NOTICE OF DISCHARGE OR SUSPENSION

THE EMPLOYER AGREES PROMPTLY UPON THE DISCHARGE OR SUSPENSION OF AN EMPLOYEE TO NOTIFY IN WRITING THE STEWARD IN THE DEPARTMENT OF THE DISCHARGE OR SUSPENSION.

#### B. POLITICAL ELECTION

IT IS HEREBY AGREED UPON THAT NO ASSOCIATION MEMBER SHALL BE DISCHARGED OR SUSPENDED AS A RESULT OF THE OUTCOME OF ANY POLITICAL ELECTION.

C. ANY DISCHARGED OR SUSPENDED EMPLOYEE WILL BE ALLOWED TO DISCUSS HIS DISCHARGE OR SUSPENSION WITH THE STEWARD OF THE DEPARTMENT AND THE EMPLOYER WILL MAKE AVAILABLE AN AREA WHERE HE MAY DO SO BEFORE HE IS REQUIRED TO LEAVE THE PROPERTY OF THE EMPLOYER. UPON REQUEST, THE EMPLOYER OR HIS DESIGNATED REPRESENTATIVE, WILL DISCUSS THE DISCHARGE OR SUSPENSION WITH THE EMPLOYEE AND THE STEWARD.

#### D. APPEAL OF DISCHARGE OR SUSPENSION

SHOULD THE DISCHARGED OR SUSPENDED EMPLOYEE OR THE STEWARD CONSIDER THE DISCHARGE OR SUSPENSION TO BE IMPROPER, A GRIEVANCE MAY BE FILED IN WRITING AT STEP TWO OF THE GRIEVANCE PROCEDURE WITHIN FOR (4) REGULARLY SCHEDULED WORKING DAYS OF THE DISCHARGE. IN THE EVENT NO GRIEVANCE IS FILED WITHIN THAT PERIOD, THE MATTER SHALL BE DEEMED DROPPED BY THE EMPLOYEE AND THE ASSOCIATION.

## ARTICLE VI

### SENIORITY

#### A. DEFINITION

SENIORITY IS DEFINED AS LENGTH OF CONTINUOUS SERVICE WITH THE DEPARTMENT SINCE THE EMPLOYEE'S MOST RECENT DATE OF HIRE. SENIORITY SHALL COMMENCE AFTER THE EMPLOYEE COMPLETES THE PROBATIONARY PERIOD HEREINAFTER PROVIDED FOR, RETROACTIVE TO DATE OF COMMENCEMENT OF LAST EMPLOYMENT.

#### B. PROBATIONARY EMPLOYEES

ALL EMPLOYEES SHALL BE CONSIDERED TO BE ON PROBATION, AND SHALL HAVE NO SENIORITY FOR TWELVE (12) CALENDAR MONTHS OF CONTINUOUS EMPLOYMENT FOLLOWING THE FIRST DAY OF WORK FOR THE DEPARTMENT.

#### C. SENIORITY STATUS

UPON AN EMPLOYEE'S COMPLETION OF THE PROBATIONARY PERIOD, HE SHALL ACQUIRE SENIORITY WITH A DATE TO COINCIDE WITH HIS DATE OF LAST HIRE. ALL PAY RAISES WILL BE RETROACTIVE TO DATE OF HIRE.

AS BETWEEN ANY TWO (2) OR MORE EMPLOYEES WHO HAVE THE SAME SENIORITY DATE, SENIORITY SHALL BE DETERMINED BY THE DRAWING OF LOTS.

ARTICLE VII  
LOSS OF SENIORITY

A. GENERAL RULES

AN EMPLOYEE COVERED BY THIS AGREEMENT SHALL CEASE TO HAVE SENIORITY IN THE EVENT THAT:

- (1) HE IS DISCHARGED FOR JUST CAUSE AND THE DISCHARGE IS NOT REVERSED.
- (2) HE RETIRES.
- (3) HE QUILTS.
- (4) HE IS LAID OFF FOR A PERIOD OF ONE (1) YEAR OR THE LENGTH OF HIS SENIORITY, WHICHEVER IS GRATER.
- (5) HE FAILS TO REPORT FOR WORK WITHIN THREE (3) WORKING DAYS AFTER THE EXPIRATION OF A LEAVE OF ABSENCE.
- (6) HE FAILS TO REPORT FOR WORK WITHIN THREE (3) WORKING DAYS AFTER HE IS NOTIFIED TO DO SO IN PERSON, BY TELEPHONE, OR BY TELEGRAM OR BY CERTIFIED OR REGISTERED MAIL SENT TO HIS ADDRESS OF RECORD WITH THE COUNTY; OR PROVIDED THAT, IN THE CASE OF NOTICE GIVEN IN PERSON OR BY TELEPHONE, THE COUNTY SHALL PROMPTLY THEREAFTER GIVE TO THE ASSOCIATION PRESIDENT A MIMORANDUM, IN WRITING, THAT IT HAS GIVEN SUCH NOTICE.
- (7) HE IS ABSENT FROM WORK, WITHOUT PERMISSION FOR THREE (3) CONSECUTIVE SCHEDULED WORKDAYS.

B. EXCEPTIONS TO ABOVE GENERAL RULES

AN EMPLOYEE WHOSE SENIORITY STATUS IS LOST FOR ANY OF THE ABOVE REASONS (2) THROUGH (7) ABOVE, SHALL BE DEEMED TO HAVE QUIT, SUBJECT TO THE FOLLOWING EXCEPTION:

IF AN EMPLOYEE FALLS WITHIN SITUATION (5), (6) OR (7) AND HIS FAILURE TO REPORT OR HIS ABSENCE FROM WORK IS ON ACCOUNT OF ILLNESS OR INJURY OR OTHER SERIOUS REASON BEYOND HIS CONTROL, HE MAY RETAIN HIS SENIORITY IF HE HAS NOTIFIED THE SHERIFF, OR IN HIS ABSENCE, THE UNDER-SHERIFF OF SUCH REASON, BEFORE THE EXPIRATION OF THE THREEDAY PERIOD IN THE CASE OF (5) OR (6), OR BEFORE THE END OF HIS SCHEDULED SHIFT ON THE THIRD (3RD) WORKING DAY IN THE CASE OF (7).

IT IS RECOGNIZED THAT THE COUNTY MAY REQUIRE SUBSTANTIATION OF THE REASON GIVEN BY AN EMPLOYEE UNDER WHICH HE CLAIMS EXCEPTION AS ABOVE. IF THE REASON IS NOT SUBSTANTIATED UPON SUCH REQUEST, TO THE SATISFACTION OF THE COUNTY, AND THE COUNTY DETERMINES THAT THE EMPLOYEE'S LOSS OF SENIORITY SHALL STAND, THE EMPLOYEE MAY APPEAL THE DETERMINATION OF THE COUNTY TO THE GRIEVANCE PROCEDURE CONTAINED HEREIN.

ARTICLE VIII  
WORK SCHEDULES AND PATROL UNITS

A. REGULAR WORK SCHEDULES SHALL BE POSTED BY THE SHERIFF, NO LESS THAN TWENTY EIGHT (28) DAYS PRIOR TO THE FIRST DAY GOVERNED BY SAID SCHEDULE. THERE SHALL BE NO EXCEPTIONS TO THIS UNLESS AN EMERGENCY ARISES.

B. THE PRACTICE OF TRADING REGULARLY SCHEDULED SHIFTS WILL BE ALLOWED WITH SUPERVISORY APPROVAL ONLY.

C. THERE SHALL BE A MINIMUM OF TWO (2) MEN ASSIGNED TO ANY SINGLE PATROL UNIT DURING THE HOURS OF DARKNESS, MANPOWER PERMITTING.

ARTICLE IX

ASSOCIATION BULLETIN BOARD

THE EMPLOYER WILL PROVIDE A BULLETIN BOARD IN THE SHERIFF DEPARTMENT WHICH MAY BE USED BY THE ASSOCIATION FOR POSTING NOTICES OF THE FOLLOWING TYPES:

A. NOTICES OF ASSOCIATION MEETINGS

B. NOTICES OF ELECTIONS

C. NOTICES OF RESULTS OF ELECTIONS

D. CORRESPONDENCE RECEIVED FROM THE POLICE OFFICERS ASSOCIATION OF MICHIGAN AND THE NORTHERN MICHIGAN LAW ENFORCEMENT ASSOCIATION WHICH IS FOR THE BENEFIT OF ALL ASSOCIATION MEMBERS.

E. NOTICES OF RECREATIONAL AND SOCIAL EVENTS.

ANY MISUSE OF THE BULLETIN BOARD BY ASSOCIATION MEMBERS SHALL RESULT IN IT BEING REMOVED FROM THE SHERIFF DEPARTMENT.

ARTICLE X

UNIFORMS

A. THE COUNTY WILL FURNISH AND MAINTAIN THE COMPLETE UNIFORM OF THE EMPLOYEES. THE FOLLOWING LIST OF ITEMS WILL CONSTITUTE A COMPLETE UNIFORM:

1. SKIRTS (2 EACH)
2. WINTER PANTS (3 EACH)
3. SUMMER SHIRTS (4 EACH)
4. WINTER SHIRTS (4 EACH)
5. TIES (3 EACH)
6. HAT ( SUMMER AND WINTER)
7. SUMMER JACKET
8. WINTER JACKET
9. RAIN COAT
10. WAIST BELT
11. BADGES (2 EACH)
12. NAME TAGS (2 EACH)
13. WHISTLE WITH CHAIN
14. HANDCUFFS WITH CASE, 12 ROUND AMMO POUCH WITH 18 ROUNDS OF SUPERVAL 38 SPEC AMMO, HOLSTER GUNBELT.
15. ONE SERVICE REVOLVER SMITH & WESSON 357 MAGNUM WITH A 4" BARREL, MODEL 19.
16. LAMINATED ID CARD.
17. ONE PAIR OF BLACK LEATHER BOOTS PER MAN PER YEAR.

THE SHERIFF SHALL HAVE ON HAND IN THE SHERIFF DEPARTMENT ONE (1) RIOT BATON AND ONE (1) RIOT HELMET FOR EACH OFFICER.

ARTICLE XI

HOURS OF EMPLOYMENT

A. THIS ARTICLE DEFINES WHAT NORMAL WORKING HOURS WILL BE AND IS A GUARANTEE THAT EMPLOYEES WILL BE PAID FOR ALL TIME THEY ARE REQUIRED BY MANAGEMENT TO REMAIN ON THE JOB.

1. THE NORMAL TWO-WEEK PAY PERIOD SHALL CONSIST OF EIGHTY (80) HOURS.
2. OFFICERS SHALL WORK EIGHT (8) REGULARLY SCHEDULED HOURS PER DAY.
3. SCHOOL DAYS WILL BE DEFINED AS PER NO. 2 ABOVE.

B. OVERTIME SHALL BE PAID FOR ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS IN ANY REGULARLY SCHEDULED WORKDAY.

C. IT WILL BE CONSIDERED NECESSARY OVERTIME WHEN AN OFFICER MUST CONTINUE WORKING PAST HIS REGULARLY SCHEDULED HOURS OF EMPLOYMENT TO FULFILL HIS DUTY. IN QUESTIONABLE CASES SUPERVISORY APPROVAL MUST BE OBTAINED. THE OFFICER SHALL GIVE A REASONABLE ACCOUNT OF HIS OVERTIME ON HIS DAILY LOG. ANY DENIAL BY THE SHERIFF TO PAY OVERTIME SHALL BE ACCOMPANIED BY A WRITTEN EXPLANATION. THE EMPLOYEE MAY APPEAL THE DENIAL OF THE SHERIFF TO THE GRIEVANCE PROCEDURE CONTAINED HEREIN.

D. OVERTIME PAY SHALL BE ONE AND ONE HALF ( $1\frac{1}{2}$ ) TIMES THE EMPLOYEE'S REGULAR HOURLY RATE OF PAY.

E. A MINIMUM OF TWO (2) HOURS AT STRAIGHT TIME SHALL BE PAID TO AN OFFICER WHO MUST ATTEND COURT AT ANY TIME OTHER THAN HIS REGULARLY SCHEDULED HOURS OF EMPLOYMENT.

F. EMPLOYEES CALLED IN FOR DUTY OTHER THAN REGULARLY SCHEDULED HOURS OF EMPLOYMENT SHALL BE GUARANTEED A MINIMUM OF TWO (2) HOURS OF PAY AT A RATE OF ONE AND ONE HALF ( $1\frac{1}{2}$ ) TIMES HIS REGULAR HOURLY RATE.

ARTICLE XII

HOLIDAY PAY

A. THE FOLLOWING HOLIDAYS SHALL BE OBSERVED BY THE MEMBERS OF THE ASSOCIATION:

NEW YEARS

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

THANKSGIVING

CHRISTMAS

LINCOLN'S BIRTHDAY

WASHINGTON'S BIRTHDAY

GOOD FRIDAY (AFTERNOON)

VETERANS DAY

COLUMBUS DAY

B. SUBJECT TO THE CONDITIONS HEREIN AFTER SET FORTH THE COUNTY AGREES TO PAY ITS EMPLOYEES EIGHT (8) HOURS OF PAY AT THEIR HOURLY RATE THEN IN AFFECT FOR THE ABOVE LISTED HOLIDAYS.

C. IF AN EMPLOYEE WORKS ON A HOLIDAY, HE SHALL RECEIVE TWO COMPENSATORY DAYS OFF AT A MUTUALLY CONVENIENT TIME OR; HE SHALL BE PAID AT TWO (2) TIMES HIS REGULAR HOURLY RATE. IF A HOLIDAY FALLS ON A SATURDAY, THE HOLIDAY WILL BE OBSERVED ON THE FRIDAY BEFORE. IF THE HOLIDAY FALLS ON A SUNDAY, IT WILL BE OBSERVED ON THE FOLLOWING MONDAY.

D. IF AN EMPLOYEE'S PASS DAY FALLS ON A HOLIDAY BECAUSE OF THE ASSIGNED SHIFT, AND SAID EMPLOYEE DOES NOT WORK THE HOLIDAY, HE SHALL RECEIVE EIGHT (8) HOURS PAY AT HIS REGULAR HOURLY RATE.

ARTICLE XIII

VACATIONS AND SICK LEAVE.

A. AN EMPLOYEE WILL BE ELIGIBLE FOR THE FOLLOWING PAID VACATION TIME: ANNUAL LEAVE SHALL BE PROVIDED FOR VACATION ON THE BASIS OF ONE HALF ( $\frac{1}{2}$ ) WORKING DAY PER MONTH FOR THE FIRST YEAR, AFTER COMPLETING ONE (1) YEAR OF SERVICE. TWELVE (12) WORKING DAYS SHALL BE ALLOWED FOR VACATION COMPUTED AT THE RATE OF A DAY PER MONTH.

B. TO BE ELIGIBLE FOR FULL VACATION PAY AN EMPLOYEE MUST HAVE BEEN A FULL-TIME EMPLOYEE AND RECEIVED PAY DURING ALL AVAILABLE WORK HOURS DURING THE YEAR PRECEDING HIS ANNIVERSARY DATE OR HAVE RECEIVED A PAID LEAVE DURING THE SAME PERIOD. IF AN EMPLOYEE HAS ANY UNPAID TIME DURING THE TWELVE (12) CALENDAR MONTHS PRECEDING HIS ANNIVERSARY DATE HIS VACATION PAY WILL BE PRO-RATED ACCORDINGLY.

C. EMPLOYEES WITH ONE OR MORE YEARS OF SERVICE WHOSE EMPLOYMENT IS TERMINATED WILL BE ENTITLED TO ALL VACATION TIME ACCUMULATED TO THE TERMINATION DATE IN THAT VACATION YEAR.

D. VACATIONS WILL BE SCHEDULED BY SUPERVISION AT MUTUALLY CONVENIENT TIMES SUBJECT TO THE EMPLOYEE NEEDS. SENIORITY WILL BE HONORED IN RANKING EMPLOYEE REQUESTS FOR PARTICULAR VACATION WEEKS.

E. IF A PAID HOLIDAY FALLS WITHIN THE WEEK DURING WHICH AN EMPLOYEE IS ON AUTHORIZED VACATION, HE WILL BE GIVEN AN ADDITIONAL DAY OF VACATION TIME TO BE ARRANGED WITH SUPERVISOR.

F. VACATION PAY SHALL BE COMPUTED ON THE BASIS OF THE EMPLOYEE'S RATE AT THE TIME VACATION IS TAKEN, AN EMPLOYEE WILL BE GIVEN HIS VACATION PAY WITH THE WEEKLY PAY CHECK HE RECEIVES IMMEDIATELY PRECEDING HIS VACATION.

G. SICK LEAVE SHALL BE GIVEN AT THE RATE OF ONE (1) DAY FOR EACH MONTH OF CONTINUOUS SERVICE. THERE SHALL BE NO LIMIT TO THE AMOUNT OF DAYS AN EMPLOYEE CAN ACCUMULATE.

H. EMPLOYEES WILL BE PAID FOR ONE HALF ( $\frac{1}{2}$ ) OF ALL ACCUMULATED SICK LEAVE ON TERMINATION OF EMPLOYMENT.

I. AN EMPLOYEE ELIGIBLE FOR SICK LEAVE WITH PAY MAY USE SUCH LEAVE FOR THE FOLLOWING:

1. ABSENCE DUE TO ILLNESS OF THE EMPLOYEE OR THE EMPLOYEE'S IMMEDIATE FAMILY, WHICH IS LIMITED TO HUSBANDS, WIVES, CHILDREN AND PARENTS.
2. ABSENCE TO ACT AS PALLBEARERS.

J. ONLY THE SICK LEAVE RECORD KEPT BY THE COUNTY CLERK'S OFFICE SHALL BE CONSIDERED OFFICIAL. THESE RECORDS MAY BE REVIEWED BY THE EMPLOYEE.



ARTICLE XIV

UNPAID LEAVE OF ABSENCE

A. MILITARY SERVICE LEAVE

THE COUNTY AND THE ASSOCIATION AGREE THAT THE MATTER OF LEAVE OF ABSENCE FOR AN EMPLOYEE DURING THE PERIOD OF HIS MILITARY SERVICE WITH ARMED FORCES OF THE UNITED STATES, AND OF HIS REINSTATEMENT THEREAFTER, SHALL BE GOVERNED BY APPLICABLE STATUTES.

B. ASSOCIATION BUSINESS LEAVE

AN EMPLOYEE SHALL HAVE THE RIGHT TO MAKE WRITTEN APPLICATION FOR A LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS FOR A PERIOD NOT EXCEED THREE (3) DAYS. WRITTEN APPLICATION SHALL BE MADE AT LEAST SEVEN (7) DAYS PRIOR TO THE FIRST DAY COVERED BY THE LEAVE OF ABSENCE. GRANTING OF THE LEAVE SHALL BE AT THE DISCRETION OF THE SHERIFF.

ARTICLE XV

BEREAVEMENT PAY

WHEN DEATH OCCURS IN AN EMPLOYEE'S IMMEDIATE FAMILY, I.E., SPOUSE, PARENT, PARENT OF A CURRENT SPOUSE, GRANDPARENT, CHILD, OR STEP-CHILD, BROTHER OR SISTER, BROTHER-IN-LAW OR SISTER-IN-LAW, THE EMPLOYEE ON REQUEST WILL BE EXCUSED FOR UP TO THREE (3) CALENDAR DAYS IMMEDIATELY FOLLOWING THE DATE OF DEATH, PROVIDED HE ATTENDS THE FUNERAL.

STEP-PARENTS, STEP-BROTHERS AND STEP-SISTERS SHALL ALSO BE INCLUDED ABOVE IF THE STEP-RELATIONSHIP BEGAN BEFORE THE EMPLOYEE REACHED HIS 18TH BIRTHDAY.

AN EMPLOYEE EXCUSED FROM WORK UNDER THIS PARAGRAPH SHALL BE PAID FOR SUCH SCHEDULED DAYS OF WORK FOR WHICH HE IS EXCUSED PROVIDING HE HAS ACCUMULATED SICK LEAVE TO COVER THOSE DAYS. IF AN EMPLOYEE DOES NOT HAVE SUFFICIENT SICK LEAVE TO COVER THE EXCUSED TIME, HE WILL NOT BE COMPENSATED.

ARTICLE XVI

MISCELLANEOUS

A. A SCHEDULE CALLING FOR APPROXIMATELY EQUAL SHIFTS WILL BE MAINTAINED FOR ALL OFFICERS.

B. ALL OFFICERS WILL BE ALLOWED TO RESIDE ANYWHERE WITHIN THE COUNTY OF MECOSTA.

C. ALL OFFICERS WILL BE ALLOWED TO ENGAGE IN PART-TIME EMPLOYMENT PROVIDING THAT, IT DOES NOT AFFECT HIS ABILITY TO PERFORM OR TO CARRY OUT THE RESPONSIBILITY OF HIS PRESENT JOB.

D. ALL OFFICERS WILL HAVE THE RIGHT TO PARTICIPATE IN POLITICAL ACTIVITY WHILE OFF-DUTY AND OUT OF UNIFORM.

E. THE COUNTY WILL DELIVER TO THE PRESIDENT OF THE ASSOCIATION ONE COPY OF THIS AGREEMENT FOR EVERY MEMBER OF THE ASSOCIATION.

F. EACH MAN WILL BE ISSUED ONE HUNDRED FIFTY (150) ROUNDS OF WADCUTTER AMMUNITION PER MONTH.

G. THERE SHALL BE AVAILABLE A SHOTGUN WITH SCABBORD FOR EACH CAR ON PATROL.

ARTICLE XVII

LEVELS OF DRIVER LICENSE EXAMINERS

A. DRIVER LICENSE EXAMINER 05 SHALL BE DEFINED AS FOLLOWS: A PERSON WHO MEETS THE QUALIFICATIONS OF AN EXAMINER SET FORTH BY THE STATE OF MICHIGAN AND WHO SUCCESSFULLY PASSES THE DRIVER LICENSE EXAMINER TEST GIVEN BY THE STATE.

B. DRIVER LICENSE EXAMINER 07 SHALL BE DEFINED AS FOLLOWS: A PERSON WHO HAS HELD THE POSITION OF DRIVER LICENSE EXAMINER 05 FOR AT LEAST TWO YEARS AND WHO ADMINISTERS ALL TESTS, INCLUDING ROAD TESTS.

C. CREDIT WILL BE GIVEN FOR ALL TIME SPENT AS A DRIVER LICENSE EXAMINER WORKING UNDER THE MECOSTA COUNTY SHERIFF DEPARTMENT.

ARTICLE XVIII

INSURANCE

A. THE COUNTY WILL ASSUME THE TOTAL COST OF A BLUE CROSS-BLUE SHIELD MVF-1 HEALTH AND ACCIDENT INSURANCE PLAN. THIS INSURANCE COVERAGE INCLUDES ALL EMPLOYEES AND THEIR DEPENDENTS.

ARTICLE XIX

TERM OF THIS AGREEMENT

THIS AGREEMENT SHALL BECOME EFFECTIVE JANUARY 1 1975 AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL DECEMBER 31 1975 AT MIDNIGHT AND FOR SUCCESSIVE ANNUAL PERIODS THEREAFTER UNLESS, AT LEAST SIXTY DAYS PRIOR TO THE END OF ITS ORIGINAL TERM OR OF ANY ANNUAL PERIOD THEREAFTER, EITHER PARTY SHALL SERVE UPON THE OTHER WRITTEN NOTICE THAT IT DESIRES TO TERMINATE, MODIFY, ALTER, RENEGOTIATE, CHANGE OR AMEND THIS AGREEMENT. A NOTICE OF DESIRE TO MODIFY, ALTER, AMEND, RENEGOTIATE OR CHANGE, OR ANY COMBINATION THEREOF, SHALL HAVE THE EFFECT OF TERMINATING THIS AGREEMENT IN ITS ENTIRETY ON THE EXPIRATION DATE IN THE SAME MANNER AS A NOTICE OF DESIRE TO TERMINATE UNLESS, BEFORE SUCH DATE OF TERMINATION, ALL SUBJECTS OF AMENDMENT PROPOSED BY EITHER PARTY HAVE BEEN DISPOSED OF BY AGREEMENT OR BY WITHDRAWAL BY THE PARTY PROPOSING AMENDMENT. IN THE EVENT OF THE NOTICE ABOVE REFERRED TO, THE PARTIES SHALL BEGIN TO HOLD NEGOTIATION MEETINGS NO LATER THAN FORTY-FIVE (45) DAYS PRIOR TO THE TERMINATION DATE.

MECOSTA COUNTY

DEPUTY SHERIFF'S ASSOCIATION

\_\_\_\_\_  
JAMES F. STOCKWELL , PRESIDENT

\_\_\_\_\_  
KATHERIN LAVALLE, SECRETARY

\_\_\_\_\_  
FRED ILTIS, TREASURER

MECOSTA COUNTY SHERIFF

\_\_\_\_\_  
GERALD WEIS

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
KENT BOYD, CHAIRMAN

\_\_\_\_\_  
DELBERT LONG

\_\_\_\_\_  
JOHN BOYD

\_\_\_\_\_  
RUSSELL BROWN

\_\_\_\_\_  
RAY CHRISTIANSEN

\_\_\_\_\_  
REX EARL

\_\_\_\_\_  
JOHN FOGARTY

APPENDIX A  
WAGE RATES

SECTION I

<u>DEPUTY</u>	
STARTING	\$9197.00
AFTER SIX (6) MONTHS	9413.00
AFTER ONE (1) YEAR	9685.00
AFTER TWO (2) YEARS	9901.00
AFTER THREE (3) YEARS	10117.00
AFTER FOUR (4) YEARS	10333.00
RANK OF SERGEANT ADDITIONAL	300.00
RANK OF DETECTIVE ADDITIONAL	200.00

SECTION II

	STARTING TO AFTER FOUR	
TURNKEY - DISPATCHER	\$8225.00	\$9361.00
COURT OFFICER	8225.00	9361.00
DISPATCHER CLERK	6852.00	7862.00
CLERK	5391.00	6234.00

SECTION III

DRIVER LICENSE EXAMINER	05	\$7357.00
DRIVER LICENSE EXAMINER	07	8493.00

SECTION IV

\$100.00 LONGEVITY PAY WILL BE PAID AFTER ONE YEAR OF SERVICE, PAYABLE ON THE FIRST PAYDAY IN NOVEMBER.

SECTION V

- A. UPON COMPLETION OF BASIC POLICE TRAINING SCHOOL AN OFFICER WILL ADVANCE TO THE WAGE SCALE STEP WHICH CORRESPONDS TO HIS ANNIVERSARY DATE.
- B. EACH EMPLOYEE WILL GO TO THE NEXT SALARY STEP ON THE BEGINNING OF THE PAYROLL PERIOD NEXT FOLLOWING HIS ANNIVERSARY DATE.
- C. SPECIAL CONSIDERATION MAY BE GIVEN BY THE SHERIFF FOR PREVIOUS EXPERIENCE, TRAINING OR OUTSTANDING SERVICE IN THE FORM OF ONE MERIT RAISE NOT TO EXCEED THE NEXT STEP IN THE PROGRESSION SCHEDULE.

SECTION VI      SHIFT DIFFERENTIAL

- A. EMPLOYEE WORKING AN AFTERNOON SHIFT WILL BE PAID A SHIFT PREMIUM OF FIFTEEN CENTS (.15) PER HOUR.
- B. EMPLOYEE WORKING A MIDNIGHT SHIFT WILL BE PAID A SHIFT PREMIUM OF TWENTY FIVE CENTS (.25) PER HOUR.
- C. AN AFTERNOON SHIFT WILL BE ANY SHIFT WHICH BEGINS BETWEEN THE HOURS OF 1:00 P.M. AND 9:00 P.M.
- D. A MIDNIGHT SHIFT WILL BE ANY SHIFT WHICH BEGINS AFTER 9:00 P.M. UP TO 4:00 A.M.

APPENDIX B

JOB DESCRIPTIONS

JOB DESCRIPTIONS: GENERAL DUTIES INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

DEPUTY: ROAD PATROL, ACCIDENT INVESTIGATION, ANSWER COMPLAINTS AND MAKE THE PRELIMINARY INVESTIGATION. SERVE CRIMINAL WARRANTS, VEHICLE INSPECTIONS AND PRISONER TRANSFER.

COURT OFFICER: RESPONSIBLE FOR THE ADMINISTRATION AND SERVICE OF CIVIL PAPERS, ESCORT PRISONERS TO AND FROM COURT WHENEVER POSSIBLE ACT AS COURT OFFICER WHEN SHERIFFS ABSENT, ASSIST TURNKEY DISPATCHER WHENEVER AVAILABLE, RESPONSIBLE FOR SCHEDULING HIMSELF FOR CIVIL PROCESS.

TURNKEY DISPATCHER: BOOKING OFFICER, KEEPS INMATE RECORDS SUPERVISES INMATES, SERVE MEALS, SUPERVISION OF CLEAN-UP AND DETAILS OF JAIL AND GROUNDS, DISPENSE MEDICINE AND MAINTAIN RECORDS OF SAME. COLLECT AND FILL INMATES ORDERS, DISPATCH PATROL UNITS, RECEIVE AND LOG TELEPHONE AND RADIO TRAFFIC, OPERATE LEIN MACHINE, MAY GIVE ROAD TESTS WHEN AVAILABLE.

CLERK: TYPING REPORTS FILLING, CORRESPONDENCE, ANSWERING TELEPHONE, RECEPTIONIST, DISPATCH AND LEIN, ASSIST MATRON ON REQUEST.

DRIVER LICENSE EXAMINER: DEFINES IN ARTICLE XVII, PARAGRAPHS A. B,C, PAGE 19.