

1939

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

UNDER ACT 312, PUBLIC ACTS  
OF 1969, AS AMENDED

IN THE MATTER BETWEEN:

MECOSTA COUNTY BOARD OF  
COMMISSIONERS and MECOSTA  
COUNTY SHERIFF

Case No. G90 I-1073

- and -

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

OPINION AND AWARD

APPEARANCES:

CHAIRMAN:	Donald Sugerman
UNION DELEGATE:	James DeVries
EMPLOYER DELEGATE:	David G. Stoker
FOR THE UNION:	William Birdseye Ann Maurer
FOR THE EMPLOYER:	David G. Stoker

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STATE OF MICHIGAN  
DEPT. OF LABOR  
EMPLOYMENT RELATIONS  
BUREAU OF INVESTIGATION

The parties participated in an Act 312 Hearing at the Michigan Department of Labor (MERC) offices in Lansing, Michigan, on March 9, 1992. At said hearing the parties reached agreement pursuant to Stipulation with regard to all matters to be contained in a labor contract between them effective January

1, 1991 through December 31, 1993. Pursuant to said Stipulation, attached hereto as Arbitrator's Award, is the contract between the parties, where is hereby incorporated herein.


AWARD

The attached Agreement dated January 1, 1991 to December 31, 1993 is hereby ordered to be the complete Collective Bargaining Agreement between the parties with regard to all issues submitted to the Act 312 panel as well as any and all agreements which the parties mutually reached in negotiations.

Dated: 4-27-92

  
James DeVries, for the POAM

Dated: 5-8-92

  
David G. Stoker, for the  
Employer

Dated: 5-10-92

  
Donald Sugerman, Chairman

**AGREEMENT**  
**BETWEEN**  
**MECOSTA COUNTY BOARD OF COMMISSIONERS**  
**AND**  
**THE MECOSTA COUNTY SHERIFF**  
**AND**  
**POLICE OFFICERS ASSOCIATION OF MICHIGAN**

**Effective January 1, 1991 through December 31, 1993**

AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1992, effective January 1, 1991, by and between the MECOSTA COUNTY BOARD OF COMMISSIONERS and the MECOSTA COUNTY SHERIFF (hereinafter referred to as "Employer" or "County") and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (hereinafter referred to as "Union" or "POAM").

ARTICLE I  
PURPOSE AND INTENT

1.1: Purpose. 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 Union.

1.2: Service to Community. The parties recognize that the interest of the community and the job security of the Sheriff's Department employees depends upon the success in establishing a proper service to the community.

1.3: Cooperation. To these ends the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE II  
RECOGNITION OF UNION

2.1: Recognition. 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 Police Officers Association of Michigan 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 Mecosta County Sheriff's Department employees who are in the following classifications: Deputy, Sergeant, Detective, Animal Control Officer, Corrections Officer, Secretary, Secretary/Matron, Dispatch/Matron and excluding Sheriff, Undersheriff, Captains, Lieutenants and all other employees.

2.2: 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 Union's representation of the bargaining unit described in Paragraph 2.1.

2.3: Strikes. The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the department. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge.

ARTICLE III  
RECOGNITION OF RIGHT OF EMPLOYER

3.1: Employer Rights Reserved. Nothing in this Agreement shall be deemed to limit or curtail the Employer in any way in the exercise of its rights, powers and authority, unless and only to the extent that specific provisions of the Agreement curtail or limit such rights, powers and authority. The Union recognizes that the Employer'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.

3.2: Rules. The Employer shall have, within its discretion, the right to make, amend, supplement or delete rules and regulations. However, the Association President shall receive a copy of any new or modified rules or regulations twenty-four (24) hours prior to its effective date, unless conditions warrant immediate implementation. If there is concern regarding the fairness of the rule or rule change, the President may request a special conference between himself and another Association representative, the Sheriff or his/her representative and the Chair of the Personnel Committee.

ARTICLE IV  
ASSOCIATION SECURITY AND CHECK-OFF

4.1: Dues or Fees. Upon completion of six (6) months of employment, membership in the Association or compliance with

payment of the representation fees shall be a condition of continued employment. The Employer agrees to deduct Association dues or representation fees to become effective the first pay day of the month following the employee's successful completion of six (6) months of employment.

4.2: Payroll Deductions. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a member, the Association's dues, subject to all of the following conditions:

- A. The Association shall obtain from each of its members a completed check-off authorization form which shall conform to the respective State and Federal law(s) concerning that subject, or any interpretation(s) thereof.
- B. All check-off authorization forms shall be filed with the Employer, who may return an uncompleted or incorrectly completed form to the Association's Treasurer and no check-off shall be made until such deficiency is corrected.
- C. All other employees covered under this Agreement who do not voluntarily choose membership in the Association shall have deducted from their wages a representation fee upon receipt by the Employer of a signed written card. Said sum shall accurately represent the amount for said employee due the Association as his/her fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract which, at this time, is the same as the Association dues.
- D. The Employer shall only check-off obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Association.
- E. The Employer's remittance shall be deemed correct if the Association does not give written notice to the Employer within two (2) calendar weeks after a remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.

- F. The Association shall provide at least thirty (30) days written notice to the Employer of the amount of association dues and/or 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 Employer at least thirty (30) days prior to its implementation. New check-off authorization forms shall be submitted to the Employer in the event that an increase in the Association dues or representation fees is made.
- G. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Association dues or representation fees, or in reliance on any list, notice, certification, or authorization furnished under this article. The Association assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Association.
- H. The Association shall exclusively use the check-off authorization as herein provided in Article V.

ARTICLE V  
PAYROLL DEDUCTION AUTHORIZATION FORM

By \_\_\_\_\_  
(Please Print)      Last Name      First Name      Middle Name

To: \_\_\_\_\_  
Name of Employer      Department

Effective \_\_\_\_\_, 19\_\_\_\_, I hereby request and authorize you to deduct from my earnings each payroll period an amount sufficient to provide for the regular payment of the current rate of monthly: (check one) 1) \_\_\_\_\_ union dues; or 2) \_\_\_\_\_ service fees as established by the Police Officers Association of Michigan. The amount deducted shall be paid to the Treasurer of the Police Officers Association of Michigan.

\_\_\_\_\_  
Employee's Signature      Street Address

\_\_\_\_\_  
City and State

ARTICLE VI  
BARGAINING COMMITTEE

6.1: Bargaining Committee. The bargaining committee will include not more than three (3) employees; and, in addition thereto, may include not more than two (2) non-employee representatives. The Association will furnish the Employer with a written list of the bargaining committee members prior to the first bargaining meeting and substitution changes thereto, if necessary.

6.2: Compensation When Scheduled. Employee members on the bargaining committee will be paid for the time spent in negotiations in the event they are scheduled to work during a bargaining meeting. Said time shall be only for straight time hours they would otherwise have worked on their regularly scheduled shift. Employees shall return to their work stations after negotiations have terminated, provided that there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift. Prior approval of the Sheriff is required for attendance at negotiation caucuses if they are to occur during the employee's regularly scheduled work time.

6.3: Not Scheduled. No pay shall be received for time spent in accordance with this section if the employee is not scheduled to work.

ARTICLE VII  
GRIEVANCE AND ARBITRATION PROCEDURES

7.1: Grievance Definition. For the purpose of this Agreement, "grievance" means any dispute filed by an employee covered by this Agreement or the Union regarding the meaning, interpretation or alleged violation of the specific terms and provisions of this Agreement, as written.

7.2: Grievance Procedure. Every effort shall be made to adjust disputes in an amicable manner between the Employer and the Union. All grievances shall be processed under the following procedures:

A. Non-Economic Grievance Procedure.

All grievances that involve discipline or discharges; departmental operations without direct fiscal impact; or fiscal matters within the Sheriff's jurisdiction, shall be processed in the following manner:



Step 1. Verbal Procedure. An employee, or the Union President, with a grievance shall, either within five (5) days of the occurrence or the incident which gave rise to the grievance, or the employee first becomes aware of or should reasonably have become aware of the occurrence of the grievance, first discuss the grievance with the Sheriff or his designee with the object of resolving the matter informally. If requested, the Union Representative may be present. The Sheriff or his designee shall give his answer to the grievance within ten (10) working days.

Step 2. If the grievance is not satisfactorily settled in Step 1, it shall be reduced to writing, dated and signed by the aggrieved employee and union representative or by the Union President and shall set forth the facts and the provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall be submitted within five (5) working days after the Sheriff's Step 1 answer. Any claims not conforming to these requirements shall automatically be defined as not constituting a valid grievance. A meeting between the Sheriff or his designee, the officer filing the grievance and one Union representative shall be held to discuss the grievance within seven (7) working days after receipt of the grievance by the Sheriff.

The Sheriff or his designee will then answer the grievance in writing within seven (7) working days from the date of the meeting at which the written grievance was discussed.

Step 3. Request for Arbitration. If the grievance has not been settled in Step 2 the Union may submit such grievance to arbitration, provided such arbitration is requested in writing within thirty (30) working days after receipt of the Step 2 answer.

**B. Economic Grievance Procedure.**

All grievances that involve fiscal matters outside of the Sheriff's jurisdiction shall be processed as follows:

Step 1. Verbal Procedure. An employee, or the Association President, with a grievance shall,

either within five (5) days of the occurrence or the incident which gave rise to the grievance, or the employee first becomes aware of or should reasonably have become aware of the occurrence of the grievance, first discuss the grievance with the Sheriff or his designee with the object of resolving the matter informally. If requested, the Union Representative may be present. The Sheriff or his designee shall give his answer to the grievance within ten (10) working days.

Step 2. If the grievance is not satisfactorily settled in Step 1, it shall be reduced to writing, dated and signed by the aggrieved employee and union representative or by the Union President and shall set forth the facts and the provisions of the Agreement that are alleged to have been violated and the remedy desired. Within ten (10) working days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union. The Employer representatives shall be the Sheriff and the County Administrator. The Union's representative shall be the Union representative or his alternate. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) working day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall give its written answer on the grievance within five (5) working days after the meeting and return the grievance to the Union representative.

Step 3. If the grievance disposition given in Step 2 is not considered satisfactory, the grievance may be appealed to Step 3 by the Union President who shall submit it to the Chairperson of the County Board of Commissioners no later than the end of the fifth (5th) working day following the date of the disposition of the grievance in Step 2. The Chairperson of the Board of Commissioners, or the Chairperson's designated representative, shall endorse the Union's copy of the grievance to show the date of receipt. The Board of Commissioners shall consider the grievance appeal at the Board's next regularly scheduled meeting set for a date more than seven (7) days after receipt of the Union's appeal. The Board shall give its written disposition of the grievance to the Union President

within thirty (30) working days of the grievance meeting.

Step 4. Request for Arbitration. If the grievance has not been settled in Step 3, the Union may submit such grievance to arbitration, provided such arbitration is requested in writing within thirty (30) working days after receipt of the Step 3 answer.

- C. The same dispute shall not be considered under both the economic and non-economic procedures.

7.3: Arbitration. The Employer and Union agree to use the following arbitrators on a rotating basis with arbitrator "A" being selected first:

- A. Mario Chiesa
- B. David Grissom

If the arbitrator up for selection is not available, the other arbitrator will be used. If neither of the listed arbitrators are available, the Employer and the Union will attempt to agree on an impartial arbitrator. In the event the Employer and the Union 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.

7.4: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement. The arbitrator shall be at all times governed wholly by the terms of this Agreement and he shall have no power or authority to amend, alter or modify this Agreement in any respect. 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 in this Agreement any limitation of those rights. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges his limitation of authority, and agrees not to decide an issue which is outside of his jurisdiction under this Agreement. The arbitrator recognized that the Employer is governed by certain laws of the State of Michigan and that the Employer exists for the purpose of serving the public and the arbitrator agrees that this Agreement shall be

interpreted and construed consistent with such laws. Any award of the arbitrator shall not be retroactive prior to the time the grievance was first submitted in writing.

7.5: Arbitration Fees. The American Arbitration 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.

7.6: Arbitrator's Decision. The arbitrator's decision shall be final and binding on the Employer, Union and employee, provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded his jurisdiction, or that such decision was obtained through fraud or other unlawful action.

7.7: Time Computation. In applying the term "working days", Saturdays, Sundays and holidays recognized by this Agreement shall not be counted under the time limits established in the grievance procedure.

7.8: Time Limitation. The time limits established in the grievance procedures shall be followed by the parties and the aggrieved employee. If the time limit procedure is not followed by the Union or the aggrieved employee, the grievance shall be considered settled without precedent. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but arbitration shall only be instituted upon timely written notice by the Union. The time limits established in the grievance and arbitration procedure may be extended by mutual agreement reduced to writing and signed by the parties.

7.9: Grievance Settlements. Settlement on any written grievance shall be reduced to writing and signed by the parties.

7.10: Expedited Grievance. Should an employee who has been discharged or given disciplinary suspension consider such discipline to be improper, or if an employee feels they were improperly laid off, a grievance may be processed initially at the written step of the grievance procedure (Step 2) of the non-economic grievance procedure within three (3) days of such action.

7.11: Back Pay. Back pay shall be limited to the amount of the wages the employee would have earned from the time the grievance is submitted, less any amount received by the employee as Unemployment Compensation.

7.12: 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, or civil rights hearing, or a Department of Labor hearing, in addition to the grievance procedure provided under this contract and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for under this contract. If an employee elects to use the grievance procedure provided for in this contract, and, subsequently elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. However, it is further agreed that the election of a non-grievance procedure remedy by any employee shall not affect any grievances of other employees, nor shall any such non-grievance procedure remedy elected by an employee be binding upon the Union or other bargaining unit members unless the Union represents the employee in the non-grievance procedure forum. If a complaint is filed under the grievance procedure and the Michigan Employment Relations Commission (MERC), the parties agree that the grievance time limits shall be extended until the jurisdiction of MERC on the issue has been determined.

ARTICLE VIII  
SPECIAL CONFERENCES

8.1: Special Conferences. For important matters, a special conference will be arranged between the President of the Association and the Sheriff or his/her designated representative upon the request of either party. Such meeting shall be between no more than two (2) representatives of the Association and one outside representative and not more than four (4) representatives of the Employer. 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 conferences shall be confined to those in the agenda. Conferences shall be held at a mutually agreed time. Special conferences shall not be used for further collective bargaining purposes. The members of the Association shall be excused from duty without penalty to attend special conferences held during a regularly scheduled work day, but shall not be compensated in any way for the time spent attending conferences which are not held during a regularly scheduled work day.

ARTICLE IX  
DISCHARGE AND DISCIPLINE

9.1: Discipline and Discharge.

- A. Just Cause. The Employer may discipline a non-probationary employee for just cause only.
- B. Disciplinary Action. The disciplinary action against a non-probationary employee shall be reduced to writing by the commanding officer invoking the action and copies shall be furnished the member against whom the charges are brought, and if the employee wishes, to the Association.
- C. Meeting. If the disciplinary action involves discharge or a disciplinary layoff, the Employer representative effecting the disciplinary action shall meet with the non-probationary employee and the employee's steward if the employee requests, or in the steward's absence, another Association representative if one is working. The employee shall be given an opportunity to present his/her side of the facts concerning the disciplinary charges. The Association representative shall be given the right to meet with the disciplined employee before the non-probationary employee leaves the premises.
- D. Specific Section. The written disciplinary action shall be specific and shall cite the appropriate sections of rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated, if applicable. Nothing shall preclude the Sheriff from disciplining or discharging an employee for an offense even if not provided for under the rules and regulations and/or law or ordinance as long as it is for just cause.
- E. Statement. Once an non-probationary employee has been issued the written disciplinary action, he/she shall not be required to make any further statement concerning the disciplinary action prior to the Step 1 grievance hearing. The employee shall be permitted the presence of a steward before any further voluntary questioning is done.
- F. Representation. The non-probationary member against whom charges have been made may be

represented at the grievance hearing by the steward or Union representative.

- G. Past Infractions. In imposing any discipline on a current charge, the Employer will not base its decision upon any prior infractions or departmental rules and regulations which occurred more than two (2) years previously unless directly related to the current charge.
- H. Suspension Pending Investigation. In the event a member is suspended pending investigation for any reason, and as a result of the investigation is exonerated of the charges causing the suspension, he/she shall be compensated for all back wages lost due to the suspension, as determined by the arbitrator. The Sheriff may suspend employees pending investigation with or without pay, as determined by the Sheriff, in the Sheriff's sole discretion.
- I. Grievances. If there is to be a grievance concerning such disciplinary action, it shall be filed at Step 2 of the grievance procedure no later than the end of the fifth (5th) working day following the date of the disciplinary action.
- J. Final Effect. If any employee who is disciplined fails to file a grievance within the time specified, or if, upon the hearing of his/her grievance, he/she is found to have been properly disciplined, then his/her discipline shall be absolute as of the date of his/her discipline.
- K. Back Wages. If it is found that the employee should not have been disciplined, or that the penalty assessed him/her was too severe, then the employee's grievance shall be settled as shall be determined by the Employer and the Association at the Step 1 hearing, and the employee's payroll and personnel records shall be adjusted accordingly. If the employee is exonerated of the charges causing the suspension at the Step 1 hearing, he/she shall be compensated for all back wages to the suspension. Such wages shall be based on regular base pay hours and not include overtime, and shall be less any unemployment compensation received.

- L. Days. Days referred to in the above article shall be Monday through Friday, excluding Saturdays, Sundays and holidays.
- M. Political Elections. It is further agreed that no Association member shall be discharged or suspended as a result of the outcome of any political election.
- N. Discharges. Included among the violations for which an employee may be subject to discharge are conviction of a job related misdemeanor or making an intentionally false statement on any official police report.

ARTICLE X  
SENIORITY

10.1: Definition. "Seniority" is defined as length of continuous service with the department since the employee's most recent date of hire into a full time position. Seniority shall commence after the employee completes the probationary period hereinafter provided for, retroactive to date of commencement of last employment in a full time position.

10.2: 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 in a full time position.

While an employee is on probation, he/she may be disciplined and/or discharged without recourse to the grievance procedure provided for under the contract. It is understood between the parties that the Sheriff shall have the sole discretion to terminate or discipline an employee, with or without cause, during the probationary period.

10.3: Seniority Status. Upon an employee's completion of the probationary period, he/she shall acquire seniority with a date to coincide with this 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 XI  
LOSS OF SENIORITY

11.1: General Rules. An employee covered by this Agreement shall cease to have seniority and his/her employment relationship with the Employer shall terminate in the event that:

- A. He/she is discharged for just cause and the discharge is not reversed.
- B. He/she retires.
- C. He/she quits.
- D. He/she is laid off for a period of two (2) years or the length of his seniority, whichever is less.
- E. He/she fails to report for work within three (3) working days after the expiration of a leave of absence.
- F. He/she is absent from work without permission for three (3) consecutive scheduled work days.
- G. If he/she is convicted of a felony or a circuit court misdemeanor.
- H. If he/she makes an intentionally false statement on his/her employment application, or on an application for leave of absence.

11.2: Exceptions to Above General Rules. An employee whose seniority status is lost for any of reasons B through H above shall be deemed to have quit subject to the following exceptions:

If an employee fails within situation E or F, and his/her failure to report or his/her absence from work is on account of illness or injury or other serious reason beyond his/her control, he/she may retain his/her seniority if he/she has notified the Sheriff, or in his/her absence, the Undersheriff of such reason before the expiration of the three (3) day period in the case of E, or before the end of his/her scheduled shift on the third (3rd) working day in the case of F.

It is recognized that the County may require substantiation of the reason given by an employee under which

he/she 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 XII  
LAYOFF AND RECALL

12.1: Layoff. In the event that any reduction of personnel is made, as determined by the Employer, layoffs shall be by classification within the department. In the event of a layoff, the last employee hired in the classification effected by the layoff shall be the first employee laid off, provided that all employees with more seniority in that classification are equally qualified to perform the work. Employees shall be notified of their layoff at least five (5) calendar days in advance.

12.2: Bumping. Upon being laid off from his/her classification, an employee may bump lower seniority or part-time employees under the following conditions:

- A. The bumping employee cannot move into a position of a higher salary grade.
- B. The bumping employee must have more departmental seniority than the employee in the position who is being bumped.
- C. The bumping employee must possess the necessary skill, experience and certifications which will qualify the employee to perform the work adequately, with minimal instructions.
- D. The bumping section shall not apply in temporary cases of layoff which do not exceed ten (10) working days.

An employee wishing to exercise his/her bumping rights must inform the Sheriff of his/her decision to bump within three (3) calendar days from the date of receipt of the layoff notification. Employees who exercise their bumping rights shall then receive the rate of pay of the classification into which they have bumped.

The bumped employee shall have the same bumping rights as the laid off employee, seniority permitting, and must be given at least two (2) calendar days notification of his/her layoff due to being bumped.

12.3: Recall. The last employee laid off shall be the first employee recalled, provided the employee is qualified to fill the open position. Notification of recall may be made by telephone and shall be followed by certified mail delivered to the employee's last known address. An employee shall respond to the certified notice of recall within forty-eight (48) hours of receipt thereof. If an employee fails to respond to a notice of recall within forty-eight (48) hours of receipt thereof, the Employer may assume that the employee has voluntarily quit.

12.4: Part-Time Employees. The Employer shall not increase the number of part-time employees in a classification from which employees are on lay off status.

ARTICLE XIII  
ASSOCIATION BULLETIN BOARD

13.1: Bulletin Board. The Employer shall provide a bulletin board in the Sheriff's Department which may be used by the Association for posting notices of the following:

- A. Notice of Association meetings.
- B. Notice of elections.
- C. Notice 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's Department.

ARTICLE XIV  
UNIFORMS

14.1: Uniforms. The Employer will furnish and maintain the complete uniform of the deputies and sergeants. The following items will constitute a complete uniform:

- A. Skirts (2 each).
- B. Winter pants (3 each).

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- C. Summer shirts (4 each).
- D. Winter skirts (4 each).
- E. Ties (3 each).
- F. Hat (summer and winter).
- G. Summer jacket.
- H. Winter jacket.
- I. Rain coat.
- J. Waist belt.
- K. Badges (2 each).
- L. Name tags (2 each).
- M. Whistle with chain.
- N. Handcuffs with case, two (2) 15 round magazines with pouch and 45 rounds of 9mm ammo, holster, gun belt.
- O. One service revolver Sigsauer 9mm model P226.
- P. Laminated ID card.
- Q. One pair of black leather boots per man per year.

The Sheriff shall have on hand in the Sheriff's Department one (1) PR24 and one (1) riot helmet for each officer trained in the use of such equipment. Road Deputies and Road Sergeants shall be trained in PR24 use. The Employer will furnish and maintain all other full time employees appropriate uniforms that are required to do the work. Female uniformed employees being corrections officers and secretaries will receive:

- A. 4 long sleeve shirts.
- B. 4 short sleeve shirts.
- C. 1 winter jacket.
- D. 2 skirts (or) 2 pair of pants (where applicable).
- E. 1 pair of black shoes.

F. 1 summer jacket.

14.2: Replacement. The Employer shall replace, repair or remove from service all clothing and equipment that is in a poor or unserviceable condition. The Employer shall also have the responsibility to maintain all equipment in a safe operating condition when furnished by the County for use by the employees in the performance of their assigned duties. When an employee finds the equipment furnished by the Employer is unsafe for use and performance of his/her assigned duties, the employee shall be required to immediately report the condition to his/her immediate superior and if the condition is not satisfactorily resolved within sixty (60) hours, the employee may have recourse through the grievance procedure provided herein.

14.3: Detective Clothing Allowance. Detectives shall receive an annual clothing allowance in the total amount of Two Hundred Fifty Dollars (\$250.00) payable the first pay period of each January.

#### ARTICLE XV BULLETPROOF VESTS

15.1: Vests. The Employer will supply bulletproof vests for all road officers only, and only for those that request them. Officers must wear said vests if supplied by County.

15.2: Corrections. The Employer will also supply one (1) vest to be shared by corrections officers who may be required to work the road.

15.3: Ownership. All vests will remain the property of the County.

#### ARTICLE XVI DUTY RELATED INJURY

16.1: Compensation. Each employee will be covered by the applicable workers' compensation laws. In addition, the Employer agrees to allow an employee to make up the difference between workers' compensation and an employee's applicable net weekly earnings by using accumulated sick and/or vacation leave.

16.2: Insurance. An employee who is off work while covered by workers' compensation will have medical insurance and life insurance coverage continued after all of his/her sick leave and vacation time are exhausted for up to twelve (12) months to be paid for by the County. Thereafter, the employee may continue his/her

medical insurance and/or life insurance for a period determined by the insurance carriers by paying the full cost of the premium. Payments shall be made through the County Clerk's office.

ARTICLE XVII  
WORK SCHEDULES AND PATROL UNITS

17.1: Schedule Posting. Regular work schedules shall be posted by the Sheriff or his/her representative 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.

17.2: Trading Shifts. The practice of trading regularly scheduled shifts will be allowed with supervisory approval only.

17.3: Two Person Units. There shall be a minimum of two (2) persons assigned to any single patrol unit during the hours of darkness, or by mutual agreement of the Association and the Sheriff, there shall be a minimum of two (2) single person units on during the hours of darkness. In the event of illness, an officer shall be called in to replace the sick employee for that shift if it involves more than one (1) hour of darkness. Notwithstanding the above, when more than one (1), two (2) person cars are scheduled, and one (1) of the officers calls in sick, instead of calling in an additional officer, the Employer may give the officer whose scheduled partner called in sick the option of: a) working a single person unit; b) not working the shift without pay; c) not working the shift, with pay from accumulated vacation time; or d) working the shift in corrections without any loss of pay. When it is required by this section to have a two (2) person patrol car or patrol duty, both officers must be certified. However, this section does not require two (2) persons or certified officers for prisoner transport.

17.4: Hours Off. There shall be a minimum of twelve (12) hours off between regularly scheduled shifts, excluding overtime or the employee will receive four (4) compensatory hours to apply at a later date of his/her choosing in addition to his/her regular pay for the shift.

ARTICLE XVIII  
HOURS OF EMPLOYMENT

18.1: Rights. The Employer shall have the following rights:

- A. To schedule the work of unit employees to meet the needs of the Sheriff's Department.

- B. To establish shift starting and quitting times. The Association will be notified in advance of general changes in starting and quitting times.
- C. To change the number of hours which comprise the normal workday or shift, and the number of days or shifts which comprise the normal work week, including the right to change the number of days off during any particular period of time.
- D. To require overtime work.
- E. To schedule on a 28 day cycle basis.

18.2: Changes. All changes in the work week or workday or any change involving a combination of the length of workday or work week will be discussed with the Association before the change is implemented.

18.3: Normal Hours. This article defines what normal working hours will be and is a guarantee that employees will be paid for all of the time that they are required by management to remain on the job.

- A. The normal two-week pay period shall consist of eighty (80) hours.
- B. Officers shall work eight (8) regularly scheduled hours per day pursuant to a five (5) day average work week or ten (10) regularly scheduled hours per day pursuant to a four (4) day average work week.
- C. School days will be defined as per B above.

18.4: Overtime. Overtime shall be paid for all hours worked in excess of the regularly scheduled workday.

18.5: Overtime Procedure. It will be considered necessary overtime when an officer must continue working past his/her regularly scheduled hours of employment to fulfill his/her duty. Supervisory approval must first be obtained, provided a supervisor is on duty. The officer shall give a reasonable account of his/her overtime on his/her 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.

18.6: Overtime Pay. Overtime pay shall be one and one-half (1 1/2) times the employee's regular hourly rate of pay.

18.7: Court. A minimum of two (2) hours at one and one half (1 1/2) times the employee's regular hourly rate shall be paid to an employee who must attend court at any time other than his/her regularly scheduled hours of employment.

18.8: Call-In. An employee 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 1/2) times his/her regular hourly rate from the time such employee receives the call out to the time he/she returns to his/her residence.

18.9: Part-Time Deputy. The Employer may supplement the schedule by making use of part-time deputies. Total part-time hours shall not exceed a total of 100 hours per four (4) week period, except that time spent in special events such as a County Fair or a Village Homecoming Day will not be counted in the 100 hour limitation.

18.10: Payment. Overtime, holidays, shift differential pay and call out time shall be paid in the pay period immediately following the period worked.

18.11: Compensatory Time. An employee will not be allowed to accumulate more than eighty (80) hours of compensatory time off. Comp time in excess of eighty (80) hours will be paid in the pay period immediately following the period in which the excess comp time is earned, unless the employee and the Sheriff (or his/her representative) mutually agree on a time when the excess comp time will be used.

18.12: There shall be no pyramiding or duplication or overtime premium, stand-by, call back, court time, holiday or other overtime or premium payments.

18.13: Weapon Qualification. Upon completion of the probationary period, every employee of "deputy" status shall be allotted an annual sum of two hundred dollars (\$200.00) for qualifying with the Department issued service weapon. This sum of two hundred dollars (\$200.00) shall be paid to each deputy on the first pay period of the new fiscal year after which such deputy has met the qualification requirements.

ARTICLE XIX  
HOLIDAY PAY

19.1: Holidays. The following holidays shall be observed by the members of the Association:



(1/2) Day Before New Year's	Independence Day
(Last day of December)	Labor Day
New Year's Day	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday (1/2 day)	Day Before Christmas
Memorial Day	Christmas Day

19.2: Holiday Pay. Subject to the conditions hereinafter set forth, the Employer agrees to pay its employees eight (8) hours of pay at their hourly rate then in effect for the above listed holidays.

19.3: Holidays Worked. If an employee works on a holiday, he/she shall receive two compensatory days off at a mutually convenient time or, he/she shall be paid two (2) times his/her 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.

19.4: Holidays Not Worked. If an employee's pass day falls on a holiday because of the assigned shift, and said employee does not work the holiday, he/she shall receive eight (8) hours pay at his/her regular hourly rate.

## ARTICLE XX VACATIONS AND SICK LEAVE

20.1: Vacation Accumulations. An employee will be eligible for the following paid vacation time: annual leave shall be provided for vacation on the basis on one half (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.

After completing five (5) years of service, an employee shall be allowed vacation computed at the rate of one and one half (1 1/2) working days per month (18 days per year).

After completing ten (10) years of service, an employee shall receive two (2) additional vacation days per year for a total of twenty (20) workings days per year.

20.2: Vacation Eligibility. 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/her 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/her anniversary date, his/her vacation pay will be pro-rated accordingly.

20.3: Payment on Separation. Employees with one (1) or more years of service will be entitled to all vacation time accumulated to the date of their separation from employment in that vacation year when they leave employment, upon retirement or resignation, provided they provide two (2) or more weeks prior written notification of their retirement or resignation to the Employer, or in case of an involuntary termination. Upon the death of an employee with one (1) or more years of service, all unused vacation time accumulated shall be paid to the employee's beneficiaries. Upon an employee's resignation or after retirement with less than two (2) weeks notice, all vacation credits shall be canceled and shall not be reinstated or paid for.

20.4: Vacation Scheduling. Vacations will be scheduled by supervision at mutually convenient times, subject to the Employer's needs. Seniority will be honored in ranking employees' request for particular vacation weeks until March 31 of any year. After March 31, vacation time shall be assigned on a first come, first serve basis.

20.5: Holidays During Vacation. If a paid holiday falls within the week during which an employee is on authorized vacation, he/she will be given an additional day of vacation time to be arranged with his/her supervisor.

20.6: Vacation Pay. 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/her vacation pay with the weekly pay check received immediately preceding his/her vacation.

20.7: Maximum Accumulation. On December 31 each year a computation will be made to determine the number of accumulated vacation days for each employee. Any employee who has accumulated more than thirty (30) days of vacation (240 hours) shall be paid for all days in excess of thirty (30) at the rate of pay in effect on December 31 and shall have the number of accumulated vacation days reduced accordingly.

All employees are encouraged to use excess vacation days prior to this time since vacation is meant to allow employees time for rest and relaxation away from their place of employment.

20.8: Sick Leave. Sick leave shall be given at the rate of one (1) day for each month of continuous service, with unlimited maximum accumulation.

20.9: Sick Leave on Retirement. One-half (1/2) of accrued unused sick leave days, to a maximum of sixty (60) days, will be paid upon death to an employee's estate. An employee who has vested retirement rights will, upon actual retirement from County service and when actually drawing County retirement benefits, receive one-half (1/2) of his/her accrued unused sick leave days to a maximum of sixty (60) days. The pay off of sick leave will be included for the purpose of final average compensation, (FAC) regardless of when pay off is received.

20.10: Sick Leave Payoff. Commencing January 1 of each year, if an employee uses four (4) sick days or less during a calendar year, the Employer will pay fifty percent (50%) of the sick leave earned and not used by the employee for that year. This does not apply to sick leave already earned and accumulated prior to January 1, 1988, although the prior accumulation will remain banked. The remaining earned sick leave not paid off or used will be accumulated. The employee has the option as to whether he/she wants to be paid off sick leave as noted above or whether he/she wants to accumulate same. The option must be exercised on or before December 1 of each year.

Example: After January 1 of each year, an employee does not use any sick leave which he/she has earned in the calendar year. That employee will be paid off 6 days of sick leave if he/she exercises his/her option.

20.11: Sick Leave Use. An employee eligible for sick leave with pay may use such leave for the following:

- A. Absence due to illness of the employee or the employee's immediate family which is limited to employee's spouse, children and parents.
- B. Absence to act as pallbearer.

20.12: Sick Leave Records. Only the sick leave record kept by the County Clerk's office shall be considered official. These records may be reviewed by the employee.

20.13: Probationary Employees. Notwithstanding anything to the contrary elsewhere in this Agreement, probationary employees shall not be eligible to earn vacation time during their probationary period and may not use paid vacation until they have completed their probationary period with the Employer. However, upon successfully completing their probationary period, employees will have credited to their vacation accumulation the vacation time that they would have earned during their probationary period. Any

necessary time off during the probationary period shall be approved by the Sheriff and shall be unpaid.

ARTICLE XXI  
UNPAID LEAVE OF ABSENCE

21.1: Military Service Leave. The Employer and the Union agree that the matter of leave of absence for an employee during the period of his/her military service with the armed forces of the United States, and of his/her reinstatement thereafter, shall be governed by applicable statutes.

21.2: 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 to 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.

21.3: Illness Leave. Leaves of absence for periods of up to one (1) year may be granted, in writing, without loss of seniority for:

- a) illness leave (physical, maternity or mental);
- b) prolonged illness in the immediate family [five (5) days or more, up to one (1) year].

Such leave may be extended for like cause. An employee applying for or returning from a leave of absence may be required by the Employer to furnish a physician's statement as to his/her condition.

21.4: Seniority; Return. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority entitles them.

21.5: Benefits. An employee who is on a leave of absence will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time.

21.6: Insurance. After all sick leave and vacation time is exhausted, an employee who is on a leave of absence will have health insurance and life insurance benefits continued for up to three (3) months to be paid for by the County. Thereafter, the employee may continue his/her health insurance and/or life

insurance for a period determined by the insurance carrier(s) by paying the full costs of all premiums. Payments shall be made through the County Clerk's office.

21.7: Return from Leave. Employees shall notify the Sheriff of their anticipated date of return from a leave of absence as far in advance of that date as possible. However, in all cases of leaves of absence in excess of thirty (30) days, the Sheriff shall receive five (5) days prior written notice of the anticipated return date, and in the case of leaves of absence in excess of six (6) months, the Sheriff shall receive notice every thirty (30) days as to the employee's status and anticipated return date.

ARTICLE XXII  
BEREAVEMENT PAY

22.1: Bereavement Leave. When death occurs in an employee's immediate family (i.e., spouse, parent, parent of a current spouse, grandparent, child or stepchild, brother or sister, brother-in-law or sister-in-law, or grandchildren), the employee on request will be excused for up to three (3) calendar days immediately following the date of death, provided he/she attends the funeral.

22.2: Step-Relations. Step-parents, step-brothers and step-sisters shall also be included above if the step-relationship began before the employee reached his/her eighteenth (18th) birthday.

22.3: Bereavement Pay. An employee excused from work under this paragraph shall be paid for their scheduled days' work for which he/she is excused and the time shall be deducted from the employee's sick leave, providing he/she has sufficient accumulated sick leave to cover those days. If an employee does not have sufficient sick leave to cover the excused time, he/she will not be compensated.

ARTICLE XXIII  
MISCELLANEOUS

23.1: Residence. All officers will be allowed to reside anywhere within the County of Mecosta.

23.2: Outside Employment. While part-time outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall outside or supplemental employment conflict with or impair the employee's responsibilities to the Department. Any employee desiring to participate in outside or

supplemental employment must notify the Sheriff in writing prior to engaging in the outside or supplemental employment.

Employees engaging in outside or supplemental employment shall not wear his/her uniform or carry firearm while on the outside or supplemental employment, except with the express permission of the Sheriff.

23.3: Political Activity. All officers will have the right to participate in political activity while off duty and out of uniform. However, they shall not state that they are representing the Sheriff's Department except with permission of the Sheriff.

23.4: Agreement Copies. The County will deliver to the President of the Association one copy of this Agreement for every member of the Association.

23.5: Ammunition. Each man will be issued one hundred fifty (150) rounds of wadcutter ammunition per month.

23.6: Shot Guns. There shall be available a shot gun with scabbard for each car on patrol.

23.7: Mileage. All officers that use their personal motor vehicles for official use when such use has been authorized by the Sheriff, Undersheriff, or officer in command, shall be reimbursed as follows:

- A. The Employer shall reimburse the employee for each mile of official use in accordance with the rate established by the Internal Revenue Service's Standard Mileage Rate for Simplified Method of Computing Deductible Costs in the Operating of Passenger Automobiles for Business Purposes for Employees, as established by Revenue Procedure 80-7 and updates thereof.
- B. Miles shall always be computed on the basis of the shortest distance between the point of departure and designation.
- C. There shall be an explanation given to all claims made to the Employer for reimbursement expenses for all trips. Perimeters of what is a sufficient explanation shall be established by the Employer.

23.8: Gender. All reference to employees in this Agreement designate both sexes, and whenever male gender or female gender is used, it is to be construed to include both male and female employees.

23.9: Captions. The captions used in each article or section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

23.10: Binding Effect. The terms and conditions of this Agreement shall be binding on the parties, and upon the Sheriff's Department employees and management, upon ratification of the Agreement by the bargaining unit members and by the Mecosta County Board of Commissioners and the Mecosta County Sheriff.

#### ARTICLE XXIV INSURANCE

24.1: Health Insurance. The County will provide health insurance coverage for all full-time employees and their dependents, with the current insurance plan to be Blue Cross/Blue Shield MVF-1, Health and Accident Insurance Plan, including master medical II, second surgical opinion program and predetermination program riders.

24.2: Effective as reasonably possible the current insurance program shall be modified to provide BC & BS comprehensive major medical certificate (CMM-500). Employees hired after April 7th, 1989 shall be provided this plan with a \$5.00 prescription rider with a annual deductible of \$100.00 employee-\$400.00 employer for the first \$500.00 of medical treatment for the first two of either employee or employee dependents. Annual treatment costs exceeding \$500.00 shall be paid on an 80% employer, 20% employee basis, with the maximum annual cost to the employee of \$1000.00.

Employees hired before April 7, 1989, shall have the same plan as described above except a \$2.00 prescription rider and annual treatment costs exceeding \$500 shall be co-paid in the following manner: first \$800 employer - next \$200 employee, the remainder employer. Employees hired prior to April 7, 1989 shall not be required to co-pay premiums for medical insurance.

The Employer shall provide the Blue Cross/Blue Shield HSP (Health Security Program) Option #1 rider for all bargaining unit members.

24.3: Premiums. The Employer agrees to pay the full premium for hospitalization, dental and vision care coverage as outlined in this Article for eligible employees hired prior to April 7, 1989. In the event that there are any increases in premium costs for any of such coverage, for employees hired after April 7, 1989, the Employer shall continue to pay the full premium up to the rate in effect on April 7, 1989, (Single = \$111.42, Two-person = \$251.43, Family = \$274.12) plus 50% of any premium cost increases, and such

an employee shall pay the remaining 50% of the premium cost increases through payroll deduction.

24.4: Dental and Vision Coverage. The County agrees to provide dental coverage and vision care coverage for all full-time employees and their dependents.

24.5: Waiver. Bargaining unit members who are personally covered under another health insurance program (i.e., through spouse's employer) and therefore not electing health insurance coverage may apply the amount of the hospitalization medical plan single subscriber premium (including prescription drug and master medical rider costs, but excluding vision care rider and dental insurance costs) to an IRA or deferred compensation plan in which the County participates, in the employee's name. A list of approved IRA investment sources and deferred compensation plans will be provided by the County upon request.

24.6: Life Insurance. Life insurance coverage will be \$10,000.00 and accidental death and dismemberment insurance will be \$20,000.00 per employee (\$10,000.00 life plus \$10,000.00 accidental death and dismemberment).

24.7: Carriers. The Employer retains the right to change insurance carriers, providing substantially equivalent insurance is provided.

ARTICLE XXV  
LONGEVITY PAY

25.1: Longevity Schedule. Eligible employees shall receive longevity according to the following schedule:

<u>YEARS OF SERVICE COMPLETED</u>	<u>AMOUNT</u>
5 or more years, until 10 years completed	\$460.00
10 or more years, until 15 years completed	\$650.00
More than 15 years	\$850.00

25.2: Grandfather Clause. Notwithstanding section 25.1, any employee with more than ten (10) years of service prior to January 1, 1989, shall receive \$720.00 longevity while this Agreement is effective or until they complete fifteen (15) years of service, whichever is first.

25.3: Payment. Longevity shall be paid the first payroll in November.



ARTICLE XXVI  
SALARIES

26.1: Promotions. A bargaining unit employee that is hired into a higher paying bargaining unit classification shall be paid at the lowest step of the higher classification which provides an increase.

26.2: Merit Raises. Special consideration may be given by the Employer in the form of one (1) merit raise not to exceed the next step in the progression.

26.3: Salary Schedule. The salary schedule is set forth in Appendix "A" attached hereto and, by this reference, made a part hereof.

ARTICLE XXVII  
SHIFT DIFFERENTIAL

27.1: Afternoon Premium. Employees working an afternoon shift shall be paid a shift premium of fifteen cents (15¢) per hour.

27.2: Midnight Premium. Employees working a midnight shift shall be paid a shift premium of twenty-five cents (25¢) per hour.

27.3: Afternoon Shift. An afternoon shift shall be any shift which begins at or between the hours of 12:00 p.m. and 7:00 p.m.

27.4: Midnight Shift. A midnight shift will be any shift which begins at 7:00 p.m. or after 7:00 p.m. until 4:00 a.m.

ARTICLE XXVIII  
PENSION

28.1: Pension. Employees shall be covered under the Michigan Municipal Employees' Retirement System (MERS) with benefit level B-2 [2.0% of FAC unreduced by Social Security] and the F-50 with 25 years of service waiver [normal, unreduced retirement eligibility upon attainment of age 50 with 25 years of service] at the Employer's cost.

Effective December 31, 1993, the MERS E-2 benefit shall be provided to all bargaining members at the Employer's cost.

ARTICLE XXIX  
JOB DESCRIPTIONS

29.1: Job Descriptions. The Employer shall provide to the Association copies of any changes in job descriptions prior to changes becoming effective.

ARTICLE XXX  
SEPARABILITY

30.1: Separability. If any section of this Agreement, or any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and/or any rider 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.

30.2: Negotiations. 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 shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

ARTICLE XXXI  
MEDICAL EXAMS

31.1: Medical Exams. Each officer will be required to take a medical exam if the Employer has a reasonable basis to question the ability of the employee to perform his/her regular duties. Failure to pass the exam may result, as determined by the Sheriff, in any or all of the following:

- A. Reassignment until the problem(s) is corrected.
- B. The Sheriff may require a medical leave of absence immediately if medical conditions warrant the same. The employee may use accumulated sick leave, vacation and comp time, however, if an employee is required to take a medical leave of absence. The employee may seek workers' compensation, if applicable.
- C. The Sheriff may terminate the employment of the employee if the problem is not corrected within one (1) year.

31.2: Psychological Exams. Each officer may be required to take a psychological evaluation examination if the Employer has a

reasonable basis for requiring such an examination. Failure to pass this exam may result, as determined by the Sheriff, in any or all of the following:

- A. Reassignment until the problem(s) is corrected.
- B. The Sheriff may require a medical leave of absence immediately if psychological conditions warrant the same. The employee may use accumulated sick leave, vacation and comp time, however, if an employee is required to take a medical leave of absence. The employee may seek workers' compensation, if applicable.
- C. The Sheriff may terminate the employment of an employee if the problem is not corrected within one (1) year.

31.3: Tests. Each officer may be required to take a test for the presence of alcoholic beverages while on duty or for the use of controlled substances, when the Employer has a reasonable basis for requiring the test. The basis for requiring the test shall be placed in writing and given to the employee when the test is required. Failure to take the test shall be grounds for discharge. Failure to pass the test may result, as determined by the Sheriff, in any or all of the following:

- A. Reassignment until the problem(s) is corrected.
- B. The Sheriff may require a medical leave of absence immediately if medical conditions warrant the same. The employee may use accumulated sick leave, vacation and comp time, however, if an employee is required to take a medical leave of absence.
- C. The Sheriff may terminate the employment of the employee if the problem is not corrected within one (1) year, or in the case of use of a non-prescribed controlled substance, the problem reoccurs after the initial incident. In the event the employee fails to pass the test, the Sheriff may subsequently retest the employee as deemed appropriate for up to two (2) years after the initial incident, or the employee's return to work, whichever occurs latest.
- D. The Sheriff also reserves the right to take disciplinary action or discharge, as may be deemed appropriate, when a test is failed, and any such

disciplinary action or discharge will be a proper  
subject for the grievance procedure.

31.4: Costs. The Employer shall pay for the initial medical exam and any tests. Any treatment costs shall be the responsibility of the employee.

31.5: Medical Disputes. The employee may obtain a second opinion, at the employee's expense, and in the event that there is a dispute between the Employer's doctor and the employee's doctor, both of these doctors shall select a third doctor whose decision shall be final and binding on the parties. The expense of the third doctor's opinion shall be split 50/50 by the Employer and the employee, if not covered by the employee's insurance.

ARTICLE XXXIII  
PROMOTIONS

32.1: Under this Article, the term "Promotions" shall mean an employee moving from the Deputy classification to the Detective or Sergeant classification; or a person moving from the Corrections Officer classification to the Corrections Sergeant classification. This Article shall apply only to these promotions.

32.2: The Employer will make promotions within the bargaining unit of its employees who possess the general qualifications for the job under consideration pursuant to the following criteria:

- A. Eligible employees must have three (3) years continuous service in their current classification.
- B. Employees must have the ability to perform the work in question.
- C. Promotion shall be on a competitive basis.

32.3: All full-time promotional vacancies within the bargaining unit shall be filled by competitive examination using the following criteria:

<u>Oral</u> <u>Examination</u>	<u>Attendance and</u> <u>Job Evaluation</u>	<u>Seniority</u>
45%	45%	10%

32.4: Promotional vacancies will be posted for a period of ten (10) calendar days in a conspicuous place in the work areas of the unit.

32.5: The Employer will not be obligated to consider a request for promotion from an employee unless he submits his request during the posted period.

32.6: The Sheriff shall establish a three (3) member panel to evaluate employees through an oral examination.

32.7: Promotions shall be made within thirty (30) days of the conclusion of the competitive examination with the Sheriff selecting from the two (2) employees with the highest aggregate score.

32.8: Promoted employees shall serve a twelve (12) months probationary period in their new classification. If a promoted employee does not satisfactorily complete the probationary period, as determined by the Sheriff, they shall be returned to their prior position.

ARTICLE XXXIII  
PERIODIC SHIFT PREFERENCE

33.1: Shift Preference.

A. Employees shall make their shift selection in accordance with the following:

1. Shift selection shall be in each classification by departmental seniority, except for the last quarter of each year, which will be by each classification by reverse department seniority. The parties may mutually agree to have a quarter other than the last calendar quarter of the year selected by reverse seniority.

2. Shift selection shall be for calendar quarters.

3. Shift selection shall be made at least thirty (30) days in advance of the schedule.

B. The Employer may change an employee's shift if just and reasonable cause can be shown. The employee shall be advised in writing as to reasons for change. Changes from preference shifts shall not be arbitrary or capricious.

C. If the Employer exercises a change under (B), the least senior employee on the affected shift shall be displaced.

- D. Probationary employees, including persons on a promotional probation, shall be placed on the schedule at the discretion of the Employer.
- E. Employees may change their shifts by mutual agreement between the affected employee(s) and the Employer, provided such changes do not result in overtime.

ARTICLE XXXIV  
CONTINUATION OF AGREEMENT


34.1: Term. This Agreement shall become effective as of the 1st day of January, 1991, and shall remain in full force and effect until the 31st day of December, 1993, and from year-to-year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their  
hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 1992.

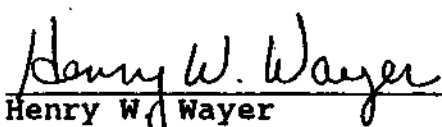
POLICE OFFICERS ASSOCIATION  
ASSOCIATION

  
James DeVries  
Business Agent

MECOSTA COUNTY BOARD OF  
COMMISSIONERS

  
Chairperson  
County Board of Commissioners

SHERIFF OF MECOSTA COUNTY

  
Henry W. Wayer  
Mecosta County Sheriff

SHERIFF'S DEPARTMENT - SALARIES  
APPENDIX "A"

All changes in any pay scale or rate shall become effective the payroll period closest to the applicable effective date.

	<u>1/1/91</u>	<u>1/1/92</u>	<u>7/1/92</u>	<u>1/1/93</u>	<u>7/1/93</u>
DEPUTY					
START	20,856	21,273	21,911	22,350	22,797
6 MOS.	21,340	21,767	22,420	22,869	23,555
1-YR.	21,758	22,193	22,859	23,316	24,015
2-YR.	22,658	23,111	23,804	24,280	25,009
3-YR.	23,561	24,032	24,753	25,248	26,005
4-YR.	24,463	24,952	25,700	26,214	27,001
5-YR.	25,197	25,701	26,471	27,000	27,811
SERGEANT	+1,060	+1,080	+1,115	+1,135	+1,170
DETECTIVE	+ 530	+ 540	+ 558	+ 568	+ 585

ANIMAL CONTROL OFFICER

START	19,957	20,456	20,456	20,967	20,967
1-YR.	20,855	21,377	21,377	21,911	21,911
2-YR.	21,340	21,874	21,874	22,420	22,420
3-YR.	22,680	23,247	23,247	23,828	23,828

CORRECTIONS OFFICER

START	19,468	19,955	19,955	20,453	20,453
6 MOS.	19,883	20,380	20,380	20,890	20,890
1-YR.	20,298	20,806	20,806	21,326	21,326
2-YR.	21,127	21,655	21,655	22,197	22,197
3-YR.	21,974	22,523	22,523	23,086	23,086

SECRETARY

START	14,804	15,174	15,174	15,554	15,554
6 MOS.	15,334	15,717	15,717	16,110	16,110
1-YR.	15,967	16,367	16,367	16,776	16,776
2-YR.	16,539	16,953	16,953	17,377	17,377
3-YR.	17,744	18,187	18,187	18,642	18,642



Effective January 1, 1991 through December 31, 1993

SIGNATURE COPY

	<u>1/1/91</u>	<u>1/1/92</u>	<u>7/1/92</u>	<u>1/1/93</u>	<u>7/1/93</u>
DISPATCHER					
START	15,372	15,679	16,150	16,473	16,967
6 MOS.	15,673	15,987	16,466	16,796	17,300
1-YR.	15,976	16,295	16,784	17,120	17,633
2-YR.	16,577	16,909	17,416	17,764	18,297
3-YR.	17,181	17,525	18,050	18,411	18,964
4-YR.	17,696	18,051	18,592	18,963	19,533

LETTER OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF MECOSTA, MECOSTA COUNTY SHERIFF  
AND  
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

It is hereby understood and agreed, between the parties that unless otherwise expressly agreed, the following tests shall be used pursuant to Section 31.3:

A. Alcohol tests:

1. The initial test shall be a breathalyzer test.
2. If immediately requested by the employee, the initial test will be confirmed by a second breathalyzer test, or, if requested by the employee, a blood test.

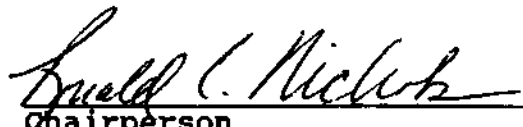
B. Controlled substance tests:

1. The initial test shall be a Thin Layer Chromatography test (TLC).
2. In all cases in which the initial test is positive, the results will be confirmed by a Mass Spectroscopy (MS) Test.


POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

  
James DeVries  
Business Agent

MECOSTA COUNTY BOARD OF  
COMMISSIONERS

  
Chairperson  
County Board of Commissioners

SHERIFF OF MECOSTA COUNTY

  
Henry W. Wayer  
Mecosta County Sheriff


LETTER OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF MECOSTA, MECOSTA COUNTY SHERIFF  
AND  
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

The Employer shall make available to all employees who are eligible to retire and do retire between August 1, 1992 and September 30, 1992 the MERS E-2 benefit.


POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

  
James DeVries  
Business Agent

MECOSTA COUNTY BOARD OF  
COMMISSIONERS

  
Chairperson  
County Board of Commissioners

SHERIFF OF MECOSTA COUNTY

  
Henry W. Wayer  
Mecosta County Sheriff

LETTER OF UNDERSTANDING BETWEEN  
THE COUNTY OF MECOSTA, MECOSTA COUNTY SHERIFF AND  
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

IT IS HEREBY UNDERSTOOD AND AGREED as follows:

1. That the Dispatchers and any Dispatch/Matrons of the County of Mecosta shall be covered under the collective bargaining agreement entered into between the parties commencing January 1, 1991 through June 30, 1992.

2. Effective July 1, 1992, the Dispatchers will be construed as a separate collective bargaining unit who shall cease to be employees of the County Sheriff, and shall no longer be covered under the collective bargaining agreement with the Police Officers Association of Michigan, consistent with their transfer and reassignment to a central 911 dispatch system.

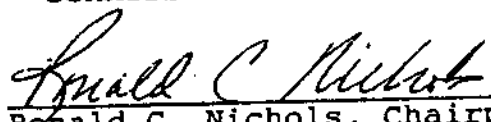
3. It is hereby agreed that representation as to the Dispatchers from and after July 1, 1992, shall be determined by a certification of the Michigan Employment Relations Commission pursuant to the election scheduled in MERC Petition No. R-92-D-108.

4. It is agreed between the parties that in the event the POAM shall prevail in such election, the Employer would be willing to enter into a collective bargaining agreement effective July 1, 1992, through December 31, 1993, for such bargaining unit which would encompass the same general terms, working conditions, compensation and benefits that would have been extended to the Dispatchers had they remained in the POAM Sheriff's Department unit provided, however, that such agreement will be modified to reflect the employees' non-Sheriff's Department employment status.


POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

  
James DeVries  
Business Agent

MECOSTA COUNTY BOARD OF  
COMMISSIONERS

  
Ronald C. Nichols, Chairperson  
County Board of Commissioners

SHERIFF OF MECOSTA COUNTY

  
Henry W. Wayer  
Mecosta County Sheriff