

314

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

UNDER ACT 312, PUBLIC ACTS OF
1969, AS AMENDED

IN THE MATTER BETWEEN:

Case No. G86 C-267

COMMISSIONERS OF THE COUNTY
OF MECOSTA and MECOSTA
COUNTY SHERIFF

-and-

MECOSTA COUNTY DEPUTY
SHERIFFS ASSOCIATION

OPINION AND AWARD

APPEARANCES:

CHAIRMAN:	Thomas J. Barnes
UNION DELEGATE:	William Birdseye
EMPLOYER DELEGATE:	David G. Stoker
FOR THE UNION:	William Birdseye
	Ann Maurer
FOR THE EMPLOYER:	David G. Stoker

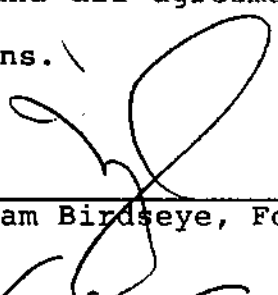
INTRODUCTION

The parties participated in a Pre-Hearing Conference in the Impartial Arbitrator's office on September 24, 1986, for the purpose of identifying the issues for arbitration, agreeing upon hearing dates and reaching understandings with regard to how the case should proceed.


The parties reconvened in a Pre-Hearing Conference held in the MERC office in Lansing on November 3, 1986, for the purpose of attempting to reach agreement on the Act 312 issues submitted. A hearing was held on February 2, 1987, at the Old Jail in Big Rapids, Michigan. 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, 1986 through December 31, 1987. Pursuant to said Stipulation the parties agreed to prepare as Joint Exhibit 1 the final draft of a labor contract between the parties, which is attached hereto and incorporated herein by reference.

AWARD

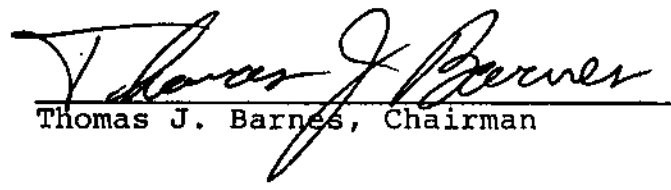
The attached Agreement dated January 1, 1986 to December 31, 1987 is hereby ordered to be the complete Collective Bargaining Agreement between the parties with regard to all issues submitted to the Act 312 panel as well as any and all agreements which the parties mutually reached in negotiations.



William Birdseye, For the POAM



David G. Stoker, For the Employer



Thomas J. Barnes, Chairman

March 20, 1987

AGREEMENT

BETWEEN

COMMISSIONERS OF MECOSTA COUNTY

AND

THE SHERIFF OF MECOSTA COUNTY

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN



1-1-86 TO 12-31-87

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

Effective January 1, 1986 through December 31, 1987

AGREEMENT

This Agreement entered into as of this _____ day of _____, 1987, is hereby representing terms and working conditions from this date until cancelled by a new or amended contract between the Police Officers Association of Michigan (hereinafter referred to as the "Union" or "POAM") and the County of Mecosta (hereinafter referred to as the "Employer").

The term "Employer" in this contract shall represent the County of Mecosta and elected officials to the given County seat of "Sheriff" and the terms "Employees" and/or "Men's" shall represent any and all persons employed by the Sheriff's Department of Mecosta County.

ARTICLE I
PURPOSE AND INTENT

1.1: The general purpose of the 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: The parties recognize that the interest of the community and the job security of the Sheriff's Department employees depend upon the success in establishing a proper service to the community.

1.3: 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: 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 Department employees who are in the following classifications: deputy, sergeant, detective, animal control officer, corrections officer, secretary, secretary/matron,

dispatch/matron and excluding sheriff, under sheriff, captain, 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: 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: 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: 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: 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 incomplected 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 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 therefor, 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 fee 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 fee is made.

G. The Union agrees to defend, indemnify and save the Employer harmless against any all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Association dues or representation fee, 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
MECOSTA COUNTY DEPUTY SHERIFFS ASSOCIATION
PAYROLL DEDUCTION AUTHORIZATION FORM

By: _____
(Please Print) Last Name First Name Middle Name

To: _____
Name of Employer Department

Effective _____, 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 _____ 1. union dues; or _____ 2. service fee as established by the Mecosta County Deputy Sheriffs Association. The amount deducted shall be paid to the Treasurer of the Mecosta County Deputy Sheriffs Association/POAM.

Employee's Signature _____ Street Address _____

City and State _____

ARTICLE VI
BARGAINING COMMITTEE

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

ARTICLE VII
GRIEVANCE PROCEDURE

7.1: The term "grievance" as used in this Agreement is defined as a dispute concerning the application or alleged violation of this Agreement. Any grievance filed shall be as specific as possible and shall refer to the specific provision alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within five (5) days after the grievance has become known or should reasonably have been known by the employee. Any claims not conforming to the provision of this definition, shall automatically be defined as not constituting a valid grievance.

7.2: Employee Representation: In any grievance, the employee may be represented by the President of the Association or, in his/her absence, a steward appointed by the Association president.

7.3: Verbal Procedure: An employee or the president of the Association or a steward may discuss a grievance with the employee's immediate supervisor. If the grievance is thus satisfactory settled, the grievance will be thereby terminated.

7.4: Written Procedure:

- A. Step 1. 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/or 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 withdrawn 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 with 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 (7th) 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. If the grievance disposition given in Step 1 is not considered satisfactory for discipline and discharge matters only, then the grievance may be filed in Step 3 by the Union.

Step 2. If the grievance disposition given in Step 1 is not considered satisfactory, for other than discipline and discharge, the grievance may be filed in Step 2 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 (7th) working day following the date of the disposition of the grievance in Step 1. Failure to so advance a grievance to Step 2 shall result in it being deemed permanently settled on the basis of the disposition given it by the Sheriff in Step 1. 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 3. Arbitration: If the grievance disposition in Step 2 is not considered satisfactory, the Union 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 of it in Step 2, and its subject matter shall not be resubmitted to the grievance procedure.

If the Association wishes to appeal denial of a grievance in Step 2, a Union representative shall, within thirty (30) calendar days after the date of the Employer's disposition in Step 2, notify the County of Mecosta in writing that it elects to take the matter to 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 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 Union and the independent arbitrator shall be subject to the following which shall control if there should 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 whatever facts or materials the arbitrator may require.
5. 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.
6. The arbitrator's decision, on an arbitrable matter within his jurisdiction, shall be final and binding.

7.5: Grievance Procedure - General: It is understood and agreed that any grievance settlement arrived at under the provisions of the Agreement, between the Employer and the Association is binding upon both parties and cannot be changed by any individual employee or by the Employer.

If the Employer representative in Step 1 or Step 2 fails to provide disposition of a grievance within any time limit set forth herein, the grievance shall be automatically advanced to the next step.

For working time necessarily spent in investigation of a grievance which an employee has already submitted to the grievance procedure above, 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 forgoing limitation, less any amount received by him as unemployment compensation.

ARTICLE VIII SPECIAL CONFERENCES

8.1: For important matters, a special conference will be arranged between the President of the Association and the Sheriff or his 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:
- A. The Employer may discipline an employee for just cause only.
 - B. If the disciplinary action involves discharge or a disciplinary layoff, the Employer representative effecting the disciplinary action shall meet with the employee and the employee's steward if the employee requests, or in the steward's absence, another Association representative if one is working. The Association representative shall be given the right to meet with the disciplined employee before the employee leaves the premises.
 - C. Charges. The allegations against an employee resulting in discipline or discharge shall be reduced to writing by the commanding officer invoking the action and copies shall be furnished, if the employee wishes, to the Association and the member against whom the charges are brought.
 - D. Specific Section. Such allegations 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 regulation and/or law or ordinance as long as it is for just cause.
 - E. Statement. Once an employee has been charged by a supervisor, he/she shall not be required to make any statement concerning the alleged offense prior to the hearing and the member shall be informed by the Sheriff or his representative that a hearing, if he wishes one, will be held before the Sheriff or his designated representative not less than five (5) calendar days from the presentation of the formal charges to the accused member. The employee shall be permitted the presence of a steward before any questioning is done.
 - F. Representation. The member against whom charges have been made may be represented at such 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 or 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 shall be compensated for all back wages lost due to the suspension, as determined by the arbitrator.
- I. If there is to be a grievance concerning such disciplinary action, it shall be in writing and filed at Step 1 of the grievance procedure no later than the end of the third (3rd) working day following the date of the disciplinary action.
- J. If any employee who is disciplined fails to file a grievance within the time specified above, or if, upon the hearing of his grievance, he is found to have been properly disciplined, then his discipline shall be absolute as of the date of his discipline.
- K. If it is found that the employee should not have been disciplined, or that the penalty assessed him 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 shall be compensated for all back wages due to the suspension. Such wages shall be based on regular base pay hours and not include overtime.
- L. If, at the Step 1 hearing, the Employer and the Association are unable to agree upon a disposition of the matter mutually satisfactory to them, the Union may appeal the grievance to arbitration.
- M. Days referred to in the above article shall be Monday through Friday, excluding Saturdays, Sundays and holidays.
- N. It is further agreed that no Association member shall be discharged or suspended as a result of the outcome of any political election.

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. Seniority shall commence after the employee completes the probationary period hereinafter provided for, retroactive to date of commencement of last employment.

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.

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 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 in the event that:

- A. He is discharged for just cause and the discharge is not reversed.
- B. He retires.
- C. He quits.
- D. He is laid off for a period of two (2) years or the length of his seniority, whichever is less.
- E. He fails to report for work within three (3) working days after the expiration of a leave of absence.

- F. He is absent from work without permission for three (3) consecutive scheduled work days.

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

If an employee fails within situation E or F 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 Undersheriff of such reason before the expiration of the three-day period in the case of E, or before the end of his 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 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 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 know 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.

ARTICLE XIII ASSOCIATION BULLETIN BOARD

13.1: The Employer shall provide a bulletin board in the sheriffs 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: The Employer will furnish and maintain the complete uniform of deputies and sergeants. The following list of items will constitute a complete uniform:

- A. Skirts (2 each)
- B. Winter Pants (3 each)
- C. Summer Shirts (4 each)
- D. Winter Shirts (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, 12 round ammo pouch with 18 round of superval 38 spec ammo, holster, gunbelt.
- O. One service revolver Smith & Wesson 357 Magnum with a 4 barrel, model 19.
- 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) riot baton and one (1) riot helmet for each officer. The Employer will furnish and maintain all other full

time employees appropriate uniforms. Female uniformed employees, other than road officers 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: 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 as unsafe in 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.

ARTICLE XV BULLETPROOF VESTS

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

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

ARTICLE XVI DUTY RELATED INJURY

16.1: 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: 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.

16.3: The employee may continue with full pay and benefits by using the employee's accumulated sick time, and the employee will keep the Workers' Compensation check for the employee's own use.

ARTICLE XVII
WORK SCHEDULES AND PATROL UNITS

17.1: Regular work schedules shall be posted by the Sheriff or his 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: The practice of trading regularly scheduled shifts will be allowed with supervisory approval only.

17.3: There shall be a minimum of two (2) men 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 man units on during the hours of darkness. In the event of illness, a man shall be called in to replace the sick employee for that shift if it involves more than one (1) hour of darkness. 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: There shall be a minimum of twelve (12) hours off between regularly schedule shifts, excluding overtime or the employee will receive four (4) compensatory hours to apply at a later date of his choosing in addition to his regular pay for the shift.

ARTICLE XVIII
HOURS OF EMPLOYMENT

18.1: 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: 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: 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.

- 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 shall be paid for all hours worked in excess of the regularly scheduled workday.

18.5: It will be considered necessary overtime when an officer must continue working past his regularly scheduled hours of employment to fulfill his duty. Supervisory approval must first be obtained, provided a supervisor is on duty. 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.

18.6: Overtime pay shall be one and one half (1½) times the employee's regular hourly rate of pay.

18.7: A minimum of two (2) hours at one and one half (1½) times the employee's regular hourly rate shall be paid to an

employee who must attend court at any time other than his regularly scheduled hours of employment.

18.8: 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 (1½) times his regular hourly rate from the time such employee receives the call out to the time he returns to his residence.

18.9: 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-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: 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 representative) mutually agree on a time when the excess comp time will be used.

18.12: 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: The following holidays shall be observed by the members of the Association:

(½) day before New Year's (Last day of December)
New Year's
Lincoln's Birthday
Washington' Birthday
Good Friday (½ day)
Memorial Day
Independence Day
Labor Day
Columbus Day

Veterans Day
Thanksgiving
(1) day Before Christmas
Christmas Day

19.2: 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: 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.

19.4: 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 XX VACATIONS AND SICK LEAVE

20.1: 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 given one and one half (1 1/2) days (18 days per year) allowed for vacation computed at the rate of one and one half (1 1/2) working days per month.

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: 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.

20.3: 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.

20.4: 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 served basis.

20.5: 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 his supervisor.

20.6: 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 received immediately preceding his vacation.

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

20.9: One-half (½) 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 (½) of his 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: Commencing January 1, 1987, 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 by and not used

by the employee for that year. This does not apply to sick leave already earned and accumulated prior to January 1, 1987, 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 wants to be paid off sick leave as noted above or whether he wants to accumulate same. The option must be exercised on or before December 1 of each year.

Example: After January 1, 1987 an employee does not use any sick leave which he has earned in the calendar year. That employee will be paid off 6 days of sick leave if he exercises his option.

20.11: 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: 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 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 military service with armed forces of the United States, and of his 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: Leaves of absence for periods of up to one (1) year may be granted, in writing, without loss of seniority for:

- A. Maternity leave
- B. Illness leave (physical or mental)
- C. Prolonged illness in the immediate family
(Up to five [5] days and not more than one [1] year.)

Such leave may be extended for like cause.

As 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: 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: 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: 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 continue 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.

ARTICLE XXII BEREAVEMENT PAY

22.1: 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, 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-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: An employee excused from work under this paragraph shall be paid for such scheduled days of work for which he/she is excused providing he/she has 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: A schedule calling for approximately equal shifts will be maintained for all officers. (Example: day shift, night shift.)
- 23.2: All officers will be allowed to reside anywhere within the County of Mecosta.
- 23.3: All officers will be allowed to engage in part-time employment providing that it does not affect their ability to perform or to carry out the responsibility of their present job. No employee shall wear his/her uniform or carry a firearm while on a part-time job except with permission of the Sheriff.
- 23.4: All officers will have the right to participate in political activity while off-duty and out of uniform. However, they shall not state they are representing the Sheriff's Department except with permission of the Sheriff.
- 23.5: The County will deliver to the President of the Association one copy of this Agreement for every member of the Association.
- 23.6: Each man will be issued one hundred fifty (150) rounds of wadcutter ammunition per month.
- 23.7: There shall be available a shot gun with scabbard for each car on patrol.
- 23.8: All officers will be reimbursed at the rate of twenty-three cents (23¢) a mile for official use of their personal motor vehicles when such use is authorized by the Sheriff, Undersheriff or officer in command.

ARTICLE XXIV
INSURANCE

- 24.1: Health Insurance: The County will assume the total cost of a Blue Cross/Blue Shield MVF-I health and accident insurance plan, including Master Medical II and a \$2.00 co-pay prescription drug program. This insurance coverage includes all full-time employees and their dependents.

The County agrees to provide dental coverage and vision care coverage for all full-time employees and their dependents.

The Employer retains the right to change insurance carriers, providing equivalent insurance is provided.

24.2: 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 medical plan single subscriber premium (including prescription drug rider and master medical rider costs, but excluding vision care rider and dental insurance costs) to an IRA in the employee's name. A list of approved IRA investment sources will be provided by the County.

24.3: Life Insurance. Life insurance coverage will be \$10,000 and accidental death and dismemberment insurance will be \$20,000 per employee. (\$10,000 life plus \$10,000 accidental death and dismemberment.)

ARTICLE XXV
LONGEVITY PAY

25.1: Upon completion of five (5) years of service employees will be eligible for \$460 until they complete ten (10) years of service.

25.2: Upon completion of ten (10) years they shall receive \$720 longevity to be paid the first pay in November.

ARTICLE XXVI
SALARIES

26.1: A corrections officer who is promoted to a deputy will be paid at the step of the deputy scale which provides an increase.

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

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

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

27.3: 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: 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: All employees of the bargaining unit shall be included under the Mecosta County Sheriff's Public Act 345 of 1937, as amended, retirement system except as provided herein.

28.2: Effective from and after the first full payroll period following [date of award] the County shall pay one percent (1%) of each employee's member contribution and each employee shall pay four percent (4%) member contribution.

28.3: Effective as soon as reasonably possible after [date of award], all employees of the bargaining unit and the contributions on their behalf in the Mecosta County Act 345 retirement system shall be transferred to the Public Act 427 of 1984, as amended, retirement system. Employees shall then be covered under the Michigan Municipal Employees' Retirement System (MMERS) 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]. Employees shall thereafter make a MERS member contribution in the amount of three percent (3%) of compensation. Upon such transfer, all employees shall be credited with all prior years of service credited under the Mecosta County Act 345 retirement system.

ARTICLE XXIX JOB DESCRIPTIONS

29.1: 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 of 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: 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
TERM OF THIS AGREEMENT

31.1: This agreement shall continue in full force and effect until December 31, 1987 at 11:59 p.m. and thereafter until amended or cancelled by a replacement contract.

31.2: In the event that either the Union or the County Board wishes to change or amend any or all sections of this contract they must inform the other party in writing between September 1, 1987 and October 31, 1987, of the intentions to amend or cancel by placing a letter in the hands of the representative of the Board of Commissioners (that being County Clerk) or the representative of the Union (that being the Police Officers Association of Michigan).

In witness whereof, the parties hereto have set their hands and seals this day of _____, 1987.

POLICE OFFICERS ASSOCIATION
ASSOCIATION

MECOSTA COUNTY BOARD OF
COMMISSIONERS

Kenneth E. Grabowski
Business Agent

Chairman, Mecosta County
Board of Commissioners

MECOSTA COUNTY DEPUTY SHERIFFS
ASSOCIATION

SHERIFF OF MECOSTA COUNTY

William Johnson
President

Henry Wayer
Mecosta County Sheriff

Barry Bechler
Vice President

LouAnne Brand
Secretary/Treasurer

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.

DEPUTY

	<u>1-1-86</u>	<u>1-1-87</u>
Start	\$18,075	\$18,798
6 mos.	18,495	19,235
1 yr.	18,857	19,611
2 yrs.	19,637	20,422
3 yrs.	20,418	21,235
4 yrs.	21,200	22,048

Rank of Sergeant: Additional \$1,000 per year
Rank of Detective: Additional \$ 400 per year

ANIMAL CONTROL OFFICER

	<u>1-1-86</u>	<u>1-1-87</u>
Start	\$17,295	\$17,987
1 yr.	18,075	18,798
2 yrs.	18,495	19,235
3 yrs.	19,637	20,422

CORRECTIONS OFFICER

	<u>1-1-86</u>	<u>1-1-87</u>
Start	\$16,873	\$17,547
6 mos.	17,232	17,921
1 yr.	17,592	18,295
2 yrs.	18,312	19,043
3 yrs.	19,044	19,806

SECRETARY

	<u>1-1-86</u>	<u>1-1-87</u>
Start	\$12,829	\$13,343
6 mos.	13,289	13,821
1 yr.	13,839	14,392
2 yrs.	14,334	14,908
3 yrs.	15,378	15,993

Non-uniformed office personnel - \$200 per year if they perform matron duties.

DISPATCH - MATRON

	<u>1-1-86</u>	<u>1-1-87</u>
Start	\$13,322	\$13,855
6 mos.	13,583	14,126
1 yr.	13,844	14,398
2 yrs.	14,367	14,941
3 yrs.	14,889	15.485

N.E. MICHIGAN SHERIFFS' DEPTS. WAGE AND PENSION COMPARISONS

COUNTY	1985 WAGES	PENSION PLAN	FSS WAIVER	EMPLOYEE PAID?	1985 WAGES ADJUSTED PER PENSION	1986 WAGES	% INC.	1986 WAGES ADJUSTED PER PENSION
ALCONA	\$18886	C-2	No	YES	\$18707	\$19824	5.0%	\$19457
CHEBOYGAN	\$16387	C	No	No	\$17012			
IOSCO	\$19039	C-1	No	YES	\$18583	\$19610	3%	\$19098
MONTMORENCY	\$17368	C	No	No	\$16076	\$17784	2.4%	\$16431
OSCODA	\$16494	C-1	No	No	\$15358	\$17154	4.0%	\$15921
PRESQUE ISLE	\$18740	C	No	No	\$17208	\$19156	2.2%	\$17588
OTSEGO					\$19,800		4.08	\$20,592
ALPENA	17493	C-2	YES	YES	17493 (2)			

(1) ADJUSTMENTS BASED ON ACTUARIAL ESTIMATES
FROM MEMS FURNISHED TO COUNTY IN 1984
(COPY ATTACHED) AS FOLLOWS:

PLAN C TO PLAN C-1 = 1.23% OF PAYROLL
PLAN C-1 TO PLAN C-2 = .76%

FSS WAIVER ON PLAN C-1 .71% OF 4200
PLAN C-2 1.01% OVER 4200
+ .09%

(2) IN 1984 ALPENA NEGOTIATIONS WERE
CONCLUDED WITH NO WAGE INCREASES
FOR 1984 AND 1985 BUT PENSION
CHANGED FROM C-1 TO C-2
WITH F-55 WAIVER AND FROM
CONTRIBUTORY TO FULLY PAID
BY THE COUNTY

(1) Cheboygan was in Act 312 at the time the chart was prepared.

NOTE: This Appendix has omitted the
counties of Chippewa and Mackinac
and added Otsego County