

12/31/91

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
OTTAWA COUNTY BOARD OF COMMISSIONERS  
AND  
OTTAWA COUNTY SHERIFF  
AND  
POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(POAM)

Effective through December 31, 1991

*Ottawa County*

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AGREEMENT

THIS AGREEMENT made and entered into as of this 6<sup>th</sup> day of December, 1990 at Ottawa County, Michigan, by and between the County of Ottawa and the Sheriff of Ottawa County, hereinafter called the "Employer", and the Police Officers Association of Michigan, hereinafter called the "Union".

WITNESSETH:

WHEREAS, the Employer and the Union recognize that the efficient administration of the County Government and the well-being of the employees require that orderly and constructive relationships be maintained between the parties hereto; and,

WHEREAS, subject to law and the paramount requirements of public service, employer-employee relationships should be improved by providing employees with an early opportunity for discussion regarding policies affecting the conditions of their employment; and,

WHEREAS, effective employer-employee cooperation in serving the public requires a clear statement of the respective rights and obligations of the Employer and the Union;

NOW THEREFORE, the parties agree as follows:

ARTICLE I  
RECOGNITION

1.1: The Employer hereby recognizes the Union as the exclusive bargaining representative of all employees in the unit, as defined in Section 1.2 of this Article, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

1.2: The collective bargaining unit consists of all full-time and regular part-time sheriff deputies, detectives, deputy/dispatchers, dog wardens, clerk-typist/matrons, stenographer/matrons, cooks and maintenance/turnkeys of the Ottawa County Sheriff's Department, excluding all sergeants, corporals, command officers, supervisors, Sheriff's secretary, reserves, temporary or casual employees and all other employees.

1.2 (a): A regular part-time employee shall receive benefits as provided for in this Agreement on a prorata basis based upon the hours regularly worked in comparison to full-time unless specified otherwise.

1.3: Attached to, and made a part of this Agreement is a schedule of included employees which schedule represents the employees included in accordance with the terms of Section 1.2.

1.4: Probationary Employees. All new employees shall be considered probationary employees for a period of twelve (12)

months, after which time their seniority shall be as of their last date of hire. During this period an employee shall be considered a probationary employee who may be laid off or terminated by the Employer at any time without regard to this Agreement.

For probationary employees, effective 10/1/88 the Employer shall pay that proportion of the contribution to the MERS pension plan and the cost of single coverage health insurance required of the Employer with the probationary employee paying the Employer the remaining proportion. If the probationary employee elects two-person or family coverage health insurance, dental, optical or life insurance through the Employer's carrier, the cost of such coverage will be reimbursed to the County by the probationary employee.

## ARTICLE II RIGHTS OF COUNTY

2.1: Except as specifically restricted by the terms of this Agreement, the customary and usual rights, powers, functions and authority of Management are vested in the Employer. These rights include, but are not limited to, those provided by statute or law along with the right to hire, direct, promote, transfer, assign, and retain employees in positions within the Department. Further, to suspend, demote, discharge (including failure to reappoint), or take other disciplinary action but only for just cause, and to maintain the efficient administration of the Employer. It is also agreed that the Employer retains the right to determine the method, means, and personnel, employees or otherwise, by which the business of the Employer shall be conducted, and to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof.

2.2: The Employer retains the right to subcontract or secure auxiliary services to perform work normally performed by members of the Union if and when, in his judgment, he does not have immediately available sufficient qualified manpower, proper equipment, capacity and ability to perform such work within the available or required amount of time during emergencies, or when such work cannot be performed by the then members of the Union on an efficient and economical basis. Under no circumstances, however, shall the Employer subcontract work normally performed by members of the Union while there are members then qualified to perform the available work on layoff.

2.3: The Employer also retains the right to adopt and enforce rules and/or regulations relating to personnel policies, procedures and working conditions not inconsistent with the

express terms of this Agreement. Such rules and/or regulations shall be reasonable, relate to the proper performance of the employee's duties and be uniformly administered in a

non-discriminatory manner; the propriety of any penalty assessed for a charged violation of such rules and/or regulations may be processed through the Grievance Procedure.

It is hereby agreed that the Employer reserves to itself solely the full right to adopt a drug and substance testing program for applicants and employees as it deems necessary, consistent with applicable legal guidelines. The Employer further reserves the right to implement such testing program upon providing advance notice to the union of the provisions of such program.

The union reserves the right to grieve application of the policy in the event of discipline under such policy of an employee in the bargaining unit.

2.4: The Union shall be given advance notice of the Sheriff's intention to adopt any new rules and/or regulations and the reasons and purposes thereof. The Union may object to such new rules and/or regulations and process its objections through the Grievance Procedure starting at Step 3. However, the filing of the grievance shall not necessarily delay the institution of the new rule and/or regulation. If it is subsequently determined that a new rule and/or regulation is improper it shall be rescinded prospectively.

2.5: The Employer retains the right to lay off employees in accordance with Section 6.5 of this Agreement. However, any reduction in the hours of a work-day or a work-week, or any change involving a reduction of such hours together with a lay-off shall be subject to collective bargaining. After bargaining for five work-days, the Employer may effect the proposed arrangement while collective bargaining continues with no liability for retroactivity. If the parties fail to reach agreement, the Union may refer the matter to arbitration.

2.6: The Employer retains the right to establish, change, combine, or discontinue job classifications, and to prescribe and assign job duties and job content within a classification. However, if an employee or the Union feels that the rate of pay established for a new classification or a significantly changed classification is improper, the employee may process his complaint through the Grievance Procedure.

2.7: The County reserves the right for psychological testing of all new applicants to the department. Such tests will not be used as the basis for denial of promotion or lateral transfer.



2.8: All of the above County rights are subordinate to the express provisions of this Agreement. Should there be a conflict in language, the applicable express provision shall prevail.

ARTICLE III  
UNION REPRESENTATION

3.1: The Employer agrees to recognize a Union Bargaining Committee composed of not more than five (5) regular employees in the bargaining unit plus an outside representative or representatives of the bargaining agent (POAM). The Bargaining Committee shall represent the bargaining unit and its members in collective bargaining and contract administration (including grievances) with the Employer. The Union shall furnish the Employer, in writing, a list of its designated Bargaining Committee members and officers.

3.2: All meetings between the Employer and the Union Bargaining Committee, whether for contract negotiations or contract administration (including grievances), shall be at times mutually agreeable to the parties.

3.3: Not more than one (1) employee per grievance (i.e., per step of the grievance procedure) shall be allowed reasonable time off from scheduled work, without loss of pay or benefits for scheduled time lost, for the purpose of representing a bargaining unit member(s) or the Union in the grievance procedure.

3.4: The Employer shall pay not more than three (3) Bargaining Committee members per collective bargaining session, during not more than eight (8) collective bargaining sessions for which a Bargaining Committee member or members are being paid, for scheduled hours lost by such Bargaining Committee members during collective bargaining sessions with the Employer.

3.5: Except as provided in the paragraphs above, all other representation by Bargaining Committee members, whether for collective bargaining or contract administration (including grievances), shall be without pay unless otherwise provided in the Employer's sole discretion.

3.6: No Bargaining Committee member shall absent himself from his scheduled and assigned work without the express prior approval of his supervisor; and all Bargaining Committee members shall, during such representation, remain available for and respond to emergency job duties required of them.

ARTICLE IV  
UNION SECURITY AND CHECKOFF

4.1: The Employer will not discriminate against any employee because of membership in the Union.

4.2: As a condition of continued employment, all employees in the bargaining unit shall either become and remain members in

good standing of the Union or pay a representation fee to the Union which shall be less than one hundred percent (100%) of the regular monthly dues paid by Union members which sum shall accurately represent the amount for said employees due the Union as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall not include, by way of example but not by way of limitation, state, national, or other dues and assessments or other amounts for Union activities.

4.3: The Employer agrees to deduct the pay period Union dues from the pay of employees subject to the following:

- A. The Union shall obtain from the employee, a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof. The checkoff authorization form shall be filed with the Employer's Human Resources Administrator who may return an incomplete or incorrectly completed form to the Union's treasurer. No checkoff shall be made until such deficiency is corrected.
- B. The Employer shall check off only obligations which become due at the time of checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligation, and will not be responsible to the employee if he has duplicated a checkoff deduction by direct payment to the Union.
- C. The Employer's remittance will be deemed correct if the Union does not give notice, in writing, to the Employer's Human Resources Administrator within two (2) weeks after a remittance is sent of its belief, with reasons stated therefor, that the remittance is incorrect.
- D. Any employee may terminate his checkoff authorization by written notice to the Employer's Human Resources Administrator.
- E. The Union shall provide at least thirty (30) days written notice to the Employer Human Resources Administrator of the amount of Union dues and/or representation fee to be deducted from the wage of employees in accordance with this Article. Any change in the amounts determined will be provided to the Employer's Human Resources Administrator at least

thirty (30) days prior to each anniversary date of this Agreement.

4.4: The Union agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction of Union dues and/or representation fee from an employee's pay, or reliance of any list, notice certification, or authorization furnished under

this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE V  
HOURS OF WORK AND OVERTIME

5.1: The official work-week of the Sheriff's Department employees shall be an average of forty (40) hours per week including meal periods and coffee breaks, except for dog wardens and clerical employees whose meal periods are non-paid and not included as part of the official work week.

5.2: An employee covered by this Agreement who is required by the Department to work in excess of an average of forty (40) hours per week will receive payment at the rate of time and one-half or compensatory time at the rate of time and one-half for such excess hours.

5.3: Overtime shall be as equally distributed among qualified employees of a division as is reasonable.

5.4: In the event an employee classified as a Clerk Typist II/Matron performs the duties of a Civilian Dispatcher for an entire shift, the employee shall be paid at the rate of pay of a Civilian Dispatcher for such hours worked.

5.5: Work schedules shall be posted on a monthly basis at least one (1) week prior to the beginning of the next month's schedule. Schedule changes requested by an employee after a schedule has been posted will not be allowed unless:

- (a) employees affected by the schedule change mutually agree to the employee's request and the Employer approves, or
- (b) the Employer determines the employee's shift may go unfilled and approves the request.

The Employer specifically reserves the right to make schedule changes due to, but not limited to, employee illness or injury and emergency situations. Schedule changes for the purpose of avoiding overtime caused by an employee's illness or

injury will not be made by the Employer the first day without employee consent.

## ARTICLE VI

### SENIORITY

6.1: Seniority is defined as continuous length of service with the Employer from date of last hire. It shall equal the time actually spent on the active payroll, plus approved leaves of absence, unless otherwise provided in this Agreement. A permanent full-time employee will begin to accumulate seniority upon the completion of the probationary period of twelve (12) months of continuous employment, at which time his name will be placed on the seniority list as of his last date of hire. Seniority shall entitle an employee only to those benefits as are expressly provided in this Agreement.

6.2: A seniority list shall be prepared and a copy supplied to the Union. It shall be revised and kept current from time to time by the Department.

6.3: Seniority shall be lost and the employment relationship shall end under the following conditions:

- A. He resigns or quits from county employment.
- B. He is discharged and is not reinstated.
- C. He retires.
- D. He is convicted of any felony or Circuit Court misdemeanor.
- E. He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is less.
- F. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Sheriff, except when the failure to notify and work is due to circumstances beyond the control of the employee.
- G. He is on an unpaid leave of absence for illness, injury or disability for one (1) year; provided, however, that if the illness, injury or disability is job related and compensable by worker's compensation, then and in such event, seniority shall be lost and the employment relationship shall cease upon expiration of an unpaid leave of absence of two years; provided, however, in the event an employee's combined paid and unpaid leave

of absence for illness injury or disability is greater than the aforesaid, then in such event, seniority shall be lost and the employment relationship shall cease as stated in this paragraph or upon expiration of a leave of absence (paid and unpaid) of three years, whichever is the lesser.

6.4: Layoff and Recall. Layoff shall mean the separation of the employee from the active work force due to lack of work or funds, or the abolition of positions because of changes in the department.

6.5: All reductions in the work force shall be accomplished in the following manner:

A. The first employee to be laid off shall be the employee with the least classification seniority in the classification affected, provided; however, that the remaining senior employees have the experience and ability to perform the required work. Where the affected employees have the same classification seniority, the employee with the least seniority shall be laid off first. Further layoffs from the affected classification shall be accomplished by the inverse order of classification seniority, provided however, that the remaining senior employees have the experience and ability to perform the required work.

B. Upon being laid off from his classification, an employee who so requests shall, in lieu of layoff, be demoted to a lower classification in the department, provided; however, that he has greater seniority than the employee whom he is to replace. Demotion shall be through those positions in which the employee previously held permanent status, provided that a probationary employee shall not displace an employee with seniority in a position in which he has not previously held permanent status.

6.6: Employees who have been laid off and who, within five (5) days after notice by certified mail to their last known address, fail to respond as directed or who decline recall, shall be presumed to have resigned, and their names shall be removed from the seniority list.

6.7: Bumping by Command Officers. In the event of layoff or recall, members of the Ottawa County Command Officers Association may bump into the POAM bargaining unit and departmental seniority shall prevail.

6.8: Bumping. An employee who is promoted out of the bargaining unit, but who fails to successfully complete the

period of probation in the promoted position, may bump back into his former position within the bargaining unit, without loss of seniority, unless the employee's failure to successfully complete the period of probation in the promoted position is due to misconduct warranting dismissal.

6.9: Pursuant to Michigan law, the Employer shall provide at its sole expense workers' compensation benefit coverage for each employee covered by this Agreement. During the first week of disability compensable under the Workers' Compensation Act, the Employer will pay an employee the amount which he otherwise would have earned from the Employer without any charge against his paid time-off credits. When the employee receives payment under the Workers' Compensation Act for the week, he shall assign his check over to the Employer. Thereafter, the Employer will make up the difference between the workers' compensation payments and his regular wage at the time he suffered the disability by utilizing the employee's paid time-off credits on a pro-rated basis, to the exhaustion of such credits, however in no case less than one (1) year.

6.10: Unemployment benefits shall be paid to all employees of this bargaining unit, at the Employer's expense pursuant to statute.

#### ARTICLE VII LEAVES OF ABSENCE

7.1: Employees may, at the discretion of the Employer, be granted leave without pay. Leaves of absence may be granted with pay upon approval of the Internal Services Committee.

7.2: Requests for leave shall be in writing, shall be signed by the employee and shall state the reasons for the leave. Approval shall be in writing by the Sheriff.

7.3: Sick Pay.

A. Credit. Paid sick leave shall be credited, and may accumulate, as follows:

(i) Regular full-time employees, after completion of probation, shall be credited ten (10) paid sick leave days. The employee will be credited with five (5) paid sick days annually thereafter.

(ii) Regular part-time employees shall be credited with paid sick leave effective January 1 of each calendar year equal to the hours worked by the employee relative to full-time.

- B. Carryover. At the beginning of each calendar year, up to ten (10) days of sick leave from an employee's prior years' sick day balance may be added to the annual amount of sick days credited to each employee. In no case shall the total number of sick days exceed fifteen (15).
- C. Request Form. Each employee shall be responsible for giving his signed absentee record to his supervisor immediately following his return to work.
- D. Illness. Sick leave may be utilized by an employee in the event of his illness or injury. Limited sick leave

may be used for any serious illness or injury in his immediate family.

- E. Sick Bank Elimination. Eligible employees who were employed and had a sick leave balance on December 31, 1988, shall be credited January 1, 1989, with an account equal to the remaining sick leave balance as of December 31, 1988, times the employee's December 31, 1988 pay rate. This account shall be increased each January thereafter by an interest amount equal to the Ottawa County Treasurer's Office's prior year's average "Return on Investment".
- F. Funerals. Sick leave may be utilized by an employee to attend a funeral.
- G. Medical, Dental Appointments. Under extenuating circumstances, sick leave may be utilized by an employee for appointments with a doctor or dentist. Appointments should be made as much as possible outside of work hours.
- H. Illness During Vacation. If a period of illness lasting more than one (1) day occurs during an annual leave and is reported immediately, a revised Request for Leave form may be submitted. The period of time of such illness will be recorded as sick leave rather than annual leave.
- I. Vacation or Comp-time for Sick Leave. Employees may use accumulated vacation or comp-time for sick time when sick time accumulation is exhausted. Sick leave may not be taken as vacation time.
- J. Payment on Termination. Upon termination of employment under the following circumstances, the sick leave account of eligible employees will be payable as

follows: One hundred percent (100%) payment upon death (during course of employment) or retirement (at age and after years of service qualifying for immediate retirement benefits whether on disability or non-disability basis). In the event of death, the payment shall be made to the beneficiary designated by the employee or, in the absence of such designation, to the personal representative of the employee's estate. Fifty percent (50%) payment upon voluntarily leaving after a minimum of ten (10) years continuous service.

7.4: The provisions of this Article do not apply in the case of pregnancy of female employees. The United States Supreme Court decisions in regard to this will take precedent and prevail.

7.5: Medical certification will not generally be required to substantiate sick leave absences of three (3) consecutive days or less; however, medical certificates or, in lieu thereof, a signed written statement from the employee setting forth the reasons for the sick leave, may be required at the discretion of the Sheriff for each absence regardless of duration if the Sheriff has reason to believe the employee is abusing his sick leave privileges. Falsification of the medical certificate or falsely setting forth the reason for the absence shall constitute just cause for dismissal.

7.6: Before an employee absent from his duties for twelve (12) consecutive days returns, he shall satisfy the Sheriff that he is fit to again perform his duties.

7.7: Military Leave of Absence. Application for military service leave of absence shall be made to the Employer in writing as soon as the employee is notified of acceptance in military service, and, in any event, not less than two (2) weeks prior to the employee's departure. An employee on military service leave shall retain any unused sick leave or vacation time accrual, and rights under such provisions shall be governed by applicable Federal and State laws.

7.8: While an employee is called to active duty as a member of the National Guard for purposes of annual training, disaster or riot duty or similar short-term purposes, he shall receive his normal pay from the Employer; however, any compensation received from the government shall be reimbursed to the Employer upon his return to service with the County.

7.9: Humanitarian Clause. Should an employee covered by this Agreement become physically or mentally handicapped to the extent that he cannot perform his regular job, the Employer will make every effort to place the employee in a position that he is physically and mentally able to perform. In the event an



employee has lost seniority pursuant to section 6.3 G of this Agreement and can satisfy the Sheriff that he is fit to again perform his duty, he shall be given first consideration for the next available vacancy within the department.

7.10: Bereavement Leave. Up to four (4) days with pay may be utilized by an employee because of absence necessitated by the death of a spouse, child, brother, sister, brother-in-law, sister-in-law, parent, grandparent, aunt, uncle, father-in-law, or mother-in-law. When the death occurs out of state, additional days for air travel time may be used, if necessary, by agreement between the Sheriff and the employee.

ARTICLE VIII  
VACATIONS

8.1: Vacation Schedule and Eligibility. Subject to the provisions of this Article, regular full-time employees shall earn vacations with pay, in accordance with the following schedule, based on the employee's paid hours during a vacation year (anniversary date to anniversary date). As used in this Section, the term "paid hours" shall include all of an employee's paid hours, up to but not exceeding 2,080 paid hours per vacation year.

<u>Years of Service</u>	<u>Rate of Earning</u>
During first (1st) year	.01923 hours of paid vacation earned per paid hour (1 week for full-time)
During second (2nd) through fourth (4th) years	.0384 <sup>6</sup> <del>7</del> hours of paid vacation earned per paid hour (2 weeks for full-time)
During fifth (5th) through ninth (9th) years	.057 <sup>69</sup> <del>78</del> hours of paid vacation earned per paid hour (3 weeks for full-time)
During tenth (10th) year	.06154 hours of paid vacation earned per paid hour (3 weeks and 1 day for full-time)
During eleventh (11th) year	.0653 <sup>8</sup> <del>9</del> hours of paid vacation earned per paid hour (3 weeks and 2 days for full-time)
During twelfth (12th) year	.06923 hours of paid vacation earned per paid hour (3 weeks and 3 days for full-time)
During thirteenth (13th) year	.07308 hours of paid vacation earned per paid hour (3 weeks and 4 days for full-time)
During fourteenth (14th) and subsequent years	.0769 <sup>2</sup> <del>3</del> hours of paid vacation earned per paid hour (4 weeks for full-time)

8.2: Paid vacations will be rounded to the nearest whole hour.

8.3: So far as possible, considering the needs of the Employer, vacations will be scheduled at the convenience of the employee. However, the Employer reserves the right to approve

individual vacation schedules in accordance with its needs. (Vacation requests will be honored on a seniority basis until March 1 of each year, and on a first-come, first-served basis after March 1.) For the purpose of vacation calculation, one (1) week equals forty (40) hours.

8.4 Probationary employees shall not be entitled to nor paid for vacation time.

8.5: Vacation Year Defined. A vacation year for the purpose of this Article is a twelve (12) month period starting with the individual employee's anniversary date of employment with the Sheriff's Department.

8.6: In case of the death of a bargaining unit employee, any unused vacation pay will be paid to the named beneficiary or, in the absence of such designation, to the estate.

8.7: Employees will be paid vacation pay based on their classification at the time of the vacation period.

8.8: (a) Maximum Accumulation/No Prepayment. Paid hours of vacation shall not accumulate beyond a maximum of two hundred (200) hours. In the event an employee has accumulated two hundred (200) paid hours of vacation, paid hours of vacation which the employee would have normally earned pursuant to Section 8.1 shall cease to be earned until such time as the employee's accumulation of paid hours of vacation is less than two hundred (200) hours.

(b) Paid vacations shall not be granted or allowed in advance (i.e. they may not be taken before they have been earned as herein provided.)

8.9: Employees who accumulate compensatory time off may use such time as additional vacation time as may be mutually arranged with the Employer.

#### ARTICLE IX HOLIDAYS

9.1: Regular full-time employees of the Sheriff's Department shall be entitled to the following paid holidays for each full calendar year worked:

- |                           |                           |
|---------------------------|---------------------------|
| 1. New Year's Day         | 7. Day before Christmas   |
| 2. Memorial Day           | Day                       |
| 3. Fourth of July         | 8. Christmas Day          |
| 4. Labor Day              | 9. Five Floating Holidays |
| 5. Thanksgiving Day       |                           |
| 6. Day after Thanksgiving |                           |

"Floating" Holiday Scheduling:

- A. So far as possible, considering the needs of the Department, "floating" holiday schedules submitted by March 15 will be scheduled at the convenience of the employee. However, the Department Head shall have the right to approve individual "floating" holidays scheduled in accordance with departmental needs. In case of conflict in the choice of "floating" holiday times, the employee with the longer service will have the first choice of "floating" holiday times.
- B. "Floating" holidays not scheduled by March 15 shall be used by the employee within the year as mutually agreed to with the Department Head.
- C. "Floating" holidays may be used in conjunction with vacation time, e.g. either immediately preceding a scheduled vacation or immediately after a scheduled vacation.
- D. "Floating" holidays may be used in half day increments.
- E. "Floating" holidays shall be prorated in one-half day increments for the year for new employees hired during a calendar year and individuals who terminated their employment during the year.

9.2: The Department Head shall determine, after consultation with the employees, which of those employees who are otherwise regularly scheduled to work on any such holiday can be spared from work and which employees cannot be given holiday time off.

9.3:

- A. An employee who works the holiday shall be paid at the rate of double time and one-half (2 1/2) for all hours worked in lieu of any other holiday pay.
- B. An employee who is regularly scheduled to be off duty on a holiday (and does not work the holiday) shall receive eight (8) hours straight time pay for the holiday in addition to his regular pay for hours worked that period. (Example: Work forty (40) hours plus eight (8) hours holiday pay).
- C. An employee who is regularly scheduled to work a holiday, but is excused by the Employer pursuant to section 9.2 from working that day shall receive eight (8) hours straight time pay for the holiday in addition to pay for hours worked that period. (Example: Work thirty-two (32) hours plus eight (8) hours holiday pay.)

D. An employee regularly scheduled to work a holiday, but who does not due to illness or injury, shall not receive holiday pay. Such employee shall receive pay and a deduction from paid credits for the unworked holiday, i.e. sick time or vacation, provided the employee is eligible. (Example: Employee worked thirty-two (32) hours and is paid for forty (40), eight (8) of which are sick pay.)

9.4: Paid holiday time off within the employee's regular schedule will be considered as hours worked for overtime purposes.

9.5: An employee, to be eligible for an assigned holiday with pay, must be a full-time employee on the date of the holiday and must have worked the scheduled work-day immediately preceding and immediately following the holiday, except that when a recognized holiday falls within an employee's scheduled vacation, the employee will be entitled to an extra day of vacation to be taken at the beginning of his regular scheduled vacation.

9.6: Employees who are prevented from working the day prior or the day after or the day of a holiday due to hospitalization or a duty incurred injury and who are otherwise eligible for holiday pay, shall receive holiday pay.

ARTICLE X  
CLOTHING AND CLEANING ALLOWANCES

10.1: A clothing allowance for plain clothes officers shall be payable on February 1 and August 1 of each year in the amount of \$250 per plain clothes officer.

10.2: A dry cleaning allowance shall be payable to uniformed employees and plain clothes officers on December 1 of each year in the amount of \$250 with no allowance for individuals who wear wash and wear uniforms unless required to wear and maintain garments requiring drycleaning. A uniformed employee for the purpose of this Agreement shall be one who receives his uniform issue from the Sheriff's Department. The County will replace or repair torn wash and wear uniforms.

ARTICLE XI  
WITNESS AND SUBPOENA FEES

11.1: Court Time. (a) If an employee is called as a witness in a judicial proceeding (i.e. Court appearance or hearing) for reasons connected with his or her County employment, such employee shall:

(i) Receive leave with pay for such attendance if and to the extent it occurs during the employee's regularly scheduled working hours.

(ii) Receive a minimum guarantee of two (2) hours over-time pay at time and one-half or pay in accordance with the "Overtime" provisions of Article V of this Agreement, whichever is the greater, for such court time if and to the extent it occurs during hours when the employee is not scheduled to work.

(b) To be eligible for court time pay pursuant to this Section, an employee shall submit to the County any witness fees he or she may receive.

11.2: An employee required to appear prior to his regular starting time or who is held over after his regular quitting time for such appearances, shall be paid time and one-half his straight-time rate for hours in excess of his regular shift.

ARTICLE XII  
PAY PERIODS

12.1: Payment of Wages: Employees shall be paid on a bi-weekly basis no later than the Friday following the last day of a pay period.

ARTICLE XIII  
INSURANCE

13.1: Hospital/Medical Insurance. (a) Eligibility: Full-time employees shall be eligible, in accordance with this Section, to participate in a group hospital/medical program provided through the County covering such employees and their eligible dependents, if dependent coverage is elected. For eligible employees, such coverage shall become effective within thirty (30) days of an employee's hiring date. Such employees may obtain the necessary applications from the Human Resources Department.

(b) Coverage: The group hospital/medical insurance program requires the employee to pay \$100 deductible for single subscriber, \$200 deductible for family on all basic coverage claims and \$100 major medical deductible for a single subscriber, \$200 major deductible for family.

A four dollar (\$4.00) co-pay prescription drug rider for purchase of generic drugs only.

In the event a certain generic drug is not used, the employee shall pay a six dollar (\$6.00) co-pay.

A mail order prescription drug program for certain maintenance types of medication will be added in 1991.

(c) Payment: Effective 1/1/91: (i) Full-time employees will be required to pay ten (10) percent of the cost of the group hospital/medical coverage and the County pay ninety (90) percent.

(ii) Each employee on their own time may participate in a County sponsored wellness program in lieu of payment of a portion of the required employee percent of the cost of group hospital/medical coverage for the next subsequent year.

1. Employees who complete a County health/lifestyles risk assessment (including the six (6) month follow-up) will qualify for a reduction equal to one-half of the ten (10) percent co-pay paid by the employee.
2. Employees who complete the aforementioned health/lifestyles assessment and who participate in and successfully complete a County sanctioned wellness program (e.g. eight (8) week exercise/education program

which is maintained through COREWELL) will qualify for a reduction equal to the remaining one-half of the ten (10) percent co-pay paid by the employee.

3. The County shall pay the full cost of the employee's participation in the health/lifestyles risk assessment.
4. The employee shall pay twenty dollars (\$20.00) toward the cost of the eight (8) week exercise/education program through COREWELL. The twenty dollars (\$20.00) will be reimbursed to the employee based upon successful completion of the program. Successful completion is defined as attendance at a minimum of seventy-five percent (75%) of the scheduled classes.

13.2: Life Insurance. The Employer will provide \$7,500 group life insurance and an additional \$7,500 accidental death and dismemberment insurance for each full-time employee.

13.3: Dental Insurance. The Employer shall provide basic family dental plan (60/40) without orthodontics and an \$800.00 maximum benefit year. The Employer will pay up to twenty-two dollars (\$22.00) maximum per month for an employee. Any costs above the Employer cost shall be paid by the employee.

13.4: Optical Coverage. The Employer shall provide basic optical coverage to each regular full-time and regular part-time employee who regularly works twenty (20) hours per week. The coverage will include exam, prescription lenses and approved frames every two (2) years, contact lenses if non-cosmetic subject to the terms and conditions of the optical policy.

13.5: Insurance Carriers. The Employer may change the insurance carrier, provided that the overall benefits are equal to or better than those presently provided.

13.6: Continuation of Insurance. The Employer's contributions toward the cost of insurance coverage for eligible employees shall be continued for eligible employees under the following conditions:

- A. During fully paid leaves of absence and during leaves of absence compensable by Worker's Compensation;
- B. During the first thirty (30) calendar days of any partially paid or unpaid leave of absence or layoff;
- C. During the first year that an employee is receiving compensation from the Employer's short-term disability (STD) and long term disability (LTD) plan; and



D. Discontinued immediately upon termination of an employee's employment;

Provided, however, that nothing in this Agreement shall require the Employer to continue insurance benefits if such continuation is not allowed by the applicable insurance policy or carrier.

13.7: Short Term Disability Plan. The County will provide a short term disability plan to eligible disabled employees beginning the third consecutive week of a non-duty disability. The plan will provide up to sixty-six percent (66%) of an employee's base weekly salary for the actual period of disability between the third week and six (6) months subject to offsets provided by other types of coverage.

13.8: Long Term Disability Plan. The County shall provide a long term disability plan for eligible non-duty disabled employees who are disabled for periods greater than six (6) months which provides a minimum of sixty percent (60%) of base salary to a maximum of seventy percent (70%) of base salary up to \$3,000 per month subject to applicable offsets.

13.9: Retiree Health Insurance. Employer will credit retiree four dollars (\$4.00) for each year of service with Employer up to a maximum of \$100/month for applying toward health coverage through the Employer for retiree and spouse after age fifty (50) and up until age sixty-five (65), (e.g. 22 years of service X \$4.00 = \$88/month credit).

#### ARTICLE XIV WAGES

14.1: The Employer and the Union shall determine the classification and salary range for each employee. The classification pay plan adopted by the Union and the Employer is incorporated herein and made a part of this Agreement.

14.2: Special Compensation for EMT Personnel Employees assigned to the EMT Units on January 1 of each year will receive a one hundred and fifty dollars (\$150.00) payment in January of that year and employees assigned to the EMT Units July 1 of each year will receive a one hundred and fifty dollars (\$150.00) payment in July of that year.

#### ARTICLE XV RETIREMENT

15.1: The Employer shall pay all costs, including the employee's portion, of the current retirement plan in accordance with provisions of the law. The retirement plan is the Municipal Employees Retirement System (MERS) C-2 Plan with B-1 base. In addition, a F-50 Waiver (after 25 years service) and the E-2

Benefit is included in the retirement plan. Employees will be required to pay for the cost of the F-50 Waiver to the next highest whole percent of gross salary.

Effective 1/1/91: The Employer will pay the cost of the F-50 Waiver.

15.2: Retirement shall be mandatory at age 62. Upon retirement, payment of accumulated cash benefits from the Employer, such as compensatory time, vacation time and sick days, will be spread over two (2) calendar years if requested by the employee.

ARTICLE XVI  
STRIKES AND ILLEGAL ACTIVITIES

16.1: The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the Employer.

16.2: Any employee who engages in any activity prohibited by this Article shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for the violation of this Article.

ARTICLE XVII  
AMENDMENTS

17.1: Upon mutual agreement of the parties, this Agreement may be amended or modified at any time during its term.

ARTICLE XVIII  
DISCHARGE AND DISCIPLINE

18.1: Notices of discharge or discipline shall be in writing. Grievances for disciplinary action which do not involve time off shall be initiated at Step 1, while those involving time off or discharge shall be initiated at step two within three (3) days after notice thereof is given.

ARTICLE XIX  
GRIEVANCE PROCEDURE

19.1: A grievance is a claim, reasonably and sensibly founded, of a violation of this Agreement and/or violation of the rules and regulations of the Ottawa County Sheriff Department and/or Ottawa County. Any grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. Any claims not conforming to the provisions of this definition shall be automatically denied as not constituting a valid grievance.

19.2: Any employee having a grievance in connection with the terms of this Agreement or the rules and regulations shall present it as follows:

Step 1. The employee shall discuss the matter with his immediate supervisor within three (3) days of the occurrence thereof or of the time on which he knew or reasonably should have known that he had a basis for the grievance.

Step 2. If the matter is not satisfactorily resolved as a result of such discussion, the aggrieved employee shall file a written grievance with the Undersheriff within five (5) days after the discussion. The grievance shall be signed by the aggrieved employee, be dated and shall set forth the facts involved, including dates and provisions of the Agreement and/or rules and regulations alleged to have been violated and the remedy desired. The grievance shall be dated upon receipt and a copy returned to the aggrieved employee, and the original thereof shall be forwarded to the Sheriff. Within (5) five days a meeting shall be held by the Undersheriff and aggrieved employee.

Step 3. If the grievance is not settled at such meeting, a meeting shall be held as soon as reasonably possible at which the Sheriff and/or his authorized representative(s), together with such other person(s) as he may desire to be present, the aggrieved employee and an Union representative shall be present. The Sheriff shall make a written reply to the Grievant within five (5) days after such meeting.

Step 4. If the answer of the Sheriff is unsatisfactory to the Grievant, the Grievant and the Union may appeal the matter to arbitration. Within fifteen (15) days from receipt of the decision of the Sheriff, the Union shall request from the Michigan Employment Relations Commission a list of names of five (5) qualified arbitrators. A copy of this request shall be given to the Employer. Upon receipt of this list of names, the Union Representative processing the grievance and the Employer's Representative shall alternately strike names from the list, with the right of

first strike being decided by a flip of a coin. After two names have been struck by each party, the one remaining will be the arbitrator. It shall be the responsibility of the Union to notify the Commission of the selection.

19.3: Arbitrator's Powers: The arbitrator shall have no power to amend, add to, alter, ignore, change, or modify the provisions of this Agreement or the written rules or regulations of the Department or of the Employer, and the arbitrator's decision shall be limited to the application and/or the interpretation of the above and to the specific issue presented to him. No decision of the arbitrator shall contain a retroactive liability prior to the date of the written grievance. However, within the limitations of this provision, the arbitrator shall have the power to award to either party the remedy he considers appropriate to the circumstances. The arbitrator shall interpret the agreement in the light of the laws and precedents applicable to and affecting the public sector. The arbitrator shall render his decision in writing as soon after the hearing as possible, and the fees and expense of the arbitrator shall be borne equally between the parties hereto. The decision of the arbitrator shall be final and binding upon the parties, including the Union, its members, the employee(s) involved, the Employer and its officials, including the Sheriff, Board of Commissioners, and their designated representatives.

19.4: For the purpose of the Grievance Procedure, a "day" shall mean any day, Monday through Friday, and shall not include the day on which the grievance is presented or appealed by the Union or an employee, nor the day it is returned by the Employer.

19.5: Any time limit specified in the Grievance Procedure may be extended by mutual agreement of the parties.

19.6: A grievance presented at any step shall be dated and signed by the Union representative or the employee presenting it, and any answer given in return to the Union representative or to the employee shall be dated and signed by the Employer.

19.7: Any grievance not appealed by the employee or the Union within the time limits specified shall be deemed settled on the basis of the Employer's last answer.

19.8: All dispositions of written grievances shall be in writing with one copy going to the Sheriff, and another copy to the President of the Union.

19.9: Individual Grievance. Notwithstanding any other provisions herein, individual employees may present their own grievances to the Employer and have them adjusted without the intervention of the Union Representative or Union officers, provided, however, that the Employer has given the Union

Representative notice and an opportunity to be present at such adjustment at Step 2 or subsequent thereto. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Union.

19.10: Expedited Grievances. Should an employee who has been discharged or who has been given a disciplinary suspension consider such action to be improper, a grievance may be processed initially at Step 3 of the Grievance Procedure.

19.11: Suspension Pending Investigation. The Sheriff may suspend an employee pending investigation for a period not to exceed fourteen (14) days. If the investigation discloses that the employee did not commit the alleged offense, he shall not suffer any loss of pay or benefits while on suspension. 19.12: Consolidated and Policy Grievances. Grievances affecting more than one employee shall be treated as a policy grievance and entered directly at Step 3 of the Grievance Procedure by the Union. Grievances arising under an identical set of facts, circumstances or incidents shall be considered and handled as one grievance. If the matter is resolved or is taken to arbitration, the decision shall apply to all employees so involved. In such consolidation and policy grievances, the Union Representative will sign on behalf on all Grievants.

19.13: Timeliness. No grievance shall be considered unless it has been initiated and processed within the time limits provided herein. Saturdays, Sundays and holidays shall not be counted.

#### ARTICLE XX SPECIAL MEETINGS

20.1: The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.

ARTICLE XXI  
PROMOTIONAL PROCEDURES

21.1: The following promotional procedure will be adhered to for all promotions up to and including Sergeant. The position of Undersheriff and Executive Officer are excluded from this procedure.

21.2: It is the intent to promote from within the department whenever practical and feasible.

21.3: Eligibility. An applicant within the bargaining unit for Detective or Command Officer position shall have four (4) years prior experience, at least two (2) years of which must have been in the Ottawa County Sheriff Department. Applicants for Detective or Road Patrol Command Officers must be certified and be then qualified to perform the duties of the position available.

21.4: The Union recognizes that a particular opening may require an individual with special knowledge, experience or training not then available within the Department. Under such circumstances, the Sheriff may fill such opening(s) without reference to the above provisions.

21.5: Procedure: When an opening exists or is anticipated, all eligible personnel will be notified in writing to apply indicating their desire to be considered for the appointment.

- A. Individuals on the list will be notified that they are under consideration for promotion.
- B. A panel consisting of three (3) individuals (two selected by the Sheriff, one a member of the Association's executive committee) shall interview no more than ten (10) of those individuals on the consideration list. The panel shall select three (3) for further consideration. In the event three (3) individuals are not recommended, the Sheriff may add additional names up to three (3) for further consideration.
- C. Persons not selected for further consideration will be so notified by the panel.
- D. Persons selected will be notified to appear before an interview board consisting of the Sheriff, staff member(s) and an additional person from outside the department.
- E. The interview board will rank the individuals one through three and submit their list to the Sheriff.

- F. The Sheriff will make the final selection and announce the appointment.

21.6: Salary Placement Upon Promotion to Detective. A deputy promoted to Detective shall receive one hundred and six percent (106%) of his current deputy rate of pay. Normal salary step increases for which the employee may be eligible shall be at one hundred and six percent (106%) of the deputy salary step schedule.

#### ARTICLE XXII VALIDITY

22.1: The provisions of this Agreement shall supersede any existing rules and regulations of the County and/or any of its Boards or agencies which may be in conflict therewith.

22.2: If any parts of this Agreement are found to be illegal, such illegality shall not in any way affect any other parts of this Agreement.

#### ARTICLE XXIII CONDITIONS OF EMPLOYMENT

23.1: First Aid Training. All road patrol officers and corrections officers shall obtain and maintain Red Cross standard first aid certification and CPR certification.

23.2: Firearms Qualification. Each employee who carries a firearm by virtue of his appointment shall each year qualify by scoring a minimum of seventy percent (70%) of the total possible points on a course of fire designated by the training officer for the type of weapon carried by the employee. Reasonable amounts of ammunition and shooting facilities for practice and qualification will be provided by the Department under rules specified by the training officer. Employees who fail to qualify shall receive special firearm training over a period of time.

23.3: Residency. All regular full-time employees covered by this agreement shall reside within the County of Ottawa subject to the following:

(i) Any employee who is currently not a resident of the County shall only be required to reside within the County of Ottawa in the event of a move from their existing residence; and

(ii) New employees shall reside within Ottawa County within six (6) months of successful completion of their probationary period.

ARTICLE XXIV

LONGEVITY

24.1: All bargaining unit employees who have performed continuous service with the Employer for the number of years set forth below shall be eligible for longevity payments in accordance with the following provisions:

<u>Years of Completed Continuous Service with the Employer as of October 1st of Each Year</u>	<u>Amount of Payment</u>
5 Years	\$250.00
For Each Completed Year After 5 Years	\$ 50.00
	Additional

24.2: Longevity payments shall be made annually, in lump sum amount, not later than December 15th of each year. Part-time employees and employees who are absent without pay for more than sixty (60) scheduled work days during the year, October 1st to October 1st, shall receive a pro-rata longevity payment based on the ratio of their paid time in relation to full-time equivalents.

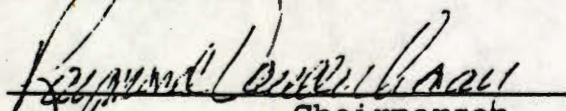


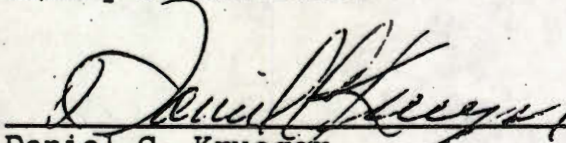
ARTICLE XXV  
DURATION

25.1: This Agreement shall be effective January 1, 1990, and shall remain in full force and effect until December 31, 1991, and shall become automatically renewable from year to year thereafter, unless either party wishes to terminate, modify or change this Agreement, in which event, notification of such must be given to the other party in writing sixty (60) days prior to the expiration date of this Agreement, or any anniversary date thereof.

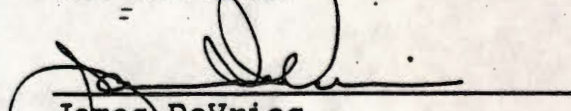
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 9<sup>th</sup> day of January, 1990.

For the COUNTY,

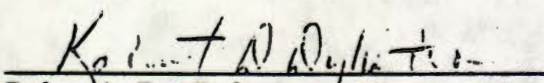
  
Raymond L. Overholser  
Chairperson  
County Commissioner

  
Daniel C. Krueger  
County Clerk

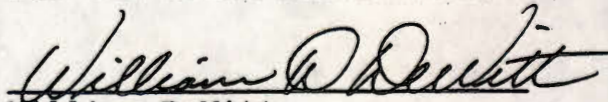
For the POAM


  
James DeVries  
Business Agent

For the SHERIFF

  
Robert D. Dykstra  
Sheriff

For the LOCAL ASSOCIATION

  
William DeWitt  
President

  
Larry Topp  
Vice President

		A	B	C	D	E
		<u>Start</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>5 Yrs.</u>
<b>Corrections Officer</b>						
1-1-90	Annual	20,515	24,338	25,128	25,768	26,087
	Hourly	9.8630	11.7010	12.0808	12.3885	12.5418
7-1-90	Annual	20,720	24,581	25,379	26,026	26,348
	Hourly	9.9615	11.8178	12.2014	12.5125	12.6673
1-1-91	Annual	21,134	25,073	25,887	26,547	26,875
	Hourly	10.1606	12.0543	12.4457	12.7630	12.9207
<b>Senior Corrections Officer</b>						
1-1-90	Annual	21,541	25,555	26,384	27,056	27,391
	Hourly	10.3563	12.2861	12.6846	13.0077	13.1688
7-1-90	Annual	21,756	25,810	26,648	27,327	27,665
	Hourly	10.4596	12.4087	12.8115	13.1380	13.3005
1-1-91	Annual	22,191	26,326	27,181	27,874	28,218
	Hourly	10.6688	12.6567	13.0678	13.4010	13.5663
<b>Transportation Officer</b>						
1-1-90	Annual	22,618	26,833	27,703	28,409	28,761
	Hourly	10.8740	12.9005	13.3188	13.6582	13.8274
7-1-90	Annual	22,844	27,100	27,980	28,693	29,048
	Hourly	10.9827	13.0288	13.4519	13.7947	13.9654
1-1-91	Annual	23,301	27,642	28,540	29,267	29,629
	Hourly	11.2024	13.2894	13.7212	14.0707	14.2447
<b>Road Patrol Deputy</b>						
1-1-90	Annual	25,250	30,422	31,411	32,209	32,609
	Hourly	12.1394	14.6260	15.1014	15.4851	15.6774
7-1-90	Annual	25,503	30,726	31,725	32,531	32,935
	Hourly	12.2611	14.7721	15.2524	15.6399	15.8341
1-1-91	Annual	26,013	31,341	32,360	33,507	33,594
	Hourly	12.5063	15.0678	15.5577	16.1091	16.1510
<b>Detective</b>						
1-1-90	Annual	26,765	32,247	33,296	34,142	34,566
	Hourly	12.8678	15.5034	16.0077	16.4144	16.6183
7-1-90	Annual	27,033	32,570	33,629	34,483	34,911
	Hourly	12.9966	15.6587	16.1678	16.5784	16.7841
1-1-91	Annual	27,574	33,221	34,302	35,517	35,610

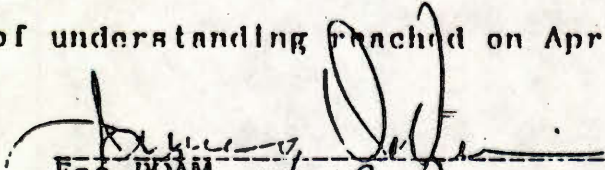
	Hourly	13.2567 A	15.9716 B	16.4913 C	17.0755 D	17.1202 E
		<u>Start</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>5 Yrs.</u>
Dispatcher						
1-1-90	Annual	20,515	24,338	25,128	25,768	26,087
	Hourly	9.8630	11.7010	12.0808	12.3885	12.5418
7-1-90	Annual	20,720	24,581	25,379	26,026	26,348
	Hourly	9.9615	11.8178	12.2014	12.5125	12.6673
1-1-91	Annual	21,134	25,073	25,887	26,547	26,875
	Hourly	10.1606	12.0543	12.4457	12.7630	12.9207
Dog Warden						
1-1-90	Annual	19,368	23,468	24,083	24,747	25,036
	Hourly	9.3115	11.2827	11.5784	11.8976	12.0365
1-1-91	Annual	19,562	23,703	24,324	24,994	25,286
	Hourly	9.4048	11.3957	11.6942	12.0163	12.1567
Clerk Typist II/Matron						
1-90	Annual	16,839	18,719	19,256	19,820	20,064
	Hourly	8.0957	8.9995	9.2577	9.5288	9.6462
1-1-91	Annual	17,007	18,906	19,449	20,018	20,265
	Hourly	8.1764	9.0894	9.3505	9.6240	9.7428
Cook						
1-1-90	Annual	17,516	19,782	20,339	20,926	21,177
	Hourly	8.4212	9.5106	9.7784	10.0606	10.1813
1-1-91	Annual	17,691	19,980	20,542	21,135	21,389
	Hourly	8.5053	9.6058	9.8760	10.1611	10.2832
Assistant Cook						
1-1-90	Hourly	6.82	7.09	7.38	7.69	8.31
1-1-91	Hourly	6.89	7.16	7.46	7.77	8.40

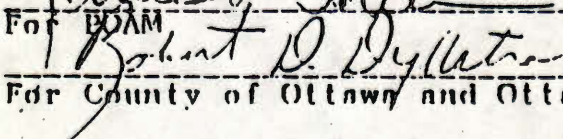
LETTER OF UNDERSTANDING  
BETWEEN POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)  
AND OTTAWA COUNTY SHERIFF (SHERIFF)  
AND OTTAWA COUNTY BOARD OF COMMISSIONERS (COUNTY)

This letter of understanding is intended to clarify the understandings reached in the course of negotiating the 1986-1987 collective bargaining agreement between the POAM, the Sheriff, and the County concerning the creation of separate classifications of Road Patrol Deputy (including EMT), Corrections Officers, and Civilian Dispatcher.

1. Current personnel in the positions of Road Patrol Deputy, Corrections Officer, or Civilian Dispatcher whose date of hire into the position of Road Patrol Officers, Corrections Officer, or Civilian Dispatcher preceded January 1, 1986, shall be paid on the same wage schedule as a Road Patrol Deputy until such time as the individual leaves the position. If at such time as the individual remains employed by the County and Sheriff, the individual shall be paid according to the salary schedule of the new position except in the case of layoff.
2. Individuals who are Assistant Dispatchers as of December 31, 1985, shall be placed on a new salary schedule for Civilian Dispatchers (80% Road Patrol Salary) at the lowest step affording an increase over existing Assistant Dispatcher range in comparison with eighty percent (80%) of an existing Road Patrol range effective January 1, 1986.
3. Effective January 1, 1986, the new salary range for Corrections Officer and Civilian Dispatcher will be equal to eighty percent (80%) of the salary range of Road Patrol Deputy with said salaries being attached and made part of the collective bargaining agreement. All individuals hired into the positions of Corrections Officer or Civilian Dispatcher on or after January 1, 1986, will be placed on the new salary ranges. In the event of layoff or recall, layoff and recall shall be in accordance with the existing applicable sections of the contract except that affected Road Patrol Deputies may first bump to one hundred percent (100%) paid Corrections Officer or Dispatcher positions and one hundred percent (100%) Corrections Officer or Civilian Dispatcher shall be allowed to bump to eighty percent (80%) positions provided that the remaining employees have the experience and ability to perform the required work.

This letter of understanding reached on April 7, 1986 by:

*REC*  
*in inverse order*  
*for*  
*for*  
  
For POAM


  
For County of Ottawa and Ottawa County Sheriff

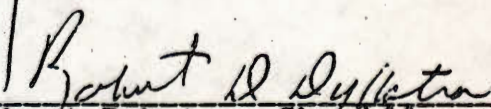
LETTER OF UNDERSTANDING  
BETWEEN  
COUNTY OF OTTAWA AND OTTAWA COUNTY SHERIFF  
AND  
POLICE OFFICERS ASSOCIATION OF MICHIGAN

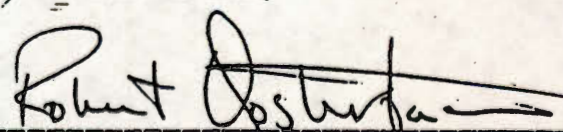
This letter of understanding is intended to clarify the understandings reached in the course of negotiating the 1986-1987 collective bargaining agreement between the Police Officers Association of Michigan (POAM), the Ottawa County Sheriff (Sheriff) and the County of Ottawa (County) concerning progression on the new salary schedule for Civilian Dispatchers (80% Road Patrol salary) for individuals who are Assistant Dispatchers as of December 31, 1985.

1. Effective January 1, 1986, all Assistant Dispatchers will be placed on the Civilian Dispatcher salary schedule at the one (1) year step.
2. Effective January 1, 1987, Civilian Dispatchers, Kelly Lawson and Kathy Shippe, will progress to the two (2) year step, and Civilian Dispatchers, Vicky Winebarger and Betsy Macicak, will progress to the three (3) year step.
3. Effective January 1, 1988, Civilian Dispatcher, Betsy Macicak, will move to the five (5) year step. Progression of the remaining Civilian Dispatchers will be according to the time between steps.

This letter of understanding reached on December 16, 1986.

  
\_\_\_\_\_  
For Police Officers Association  
of Michigan

  
\_\_\_\_\_  
Robert Dykstra, Sheriff  
For Ottawa County

  
\_\_\_\_\_  
For the County of Ottawa

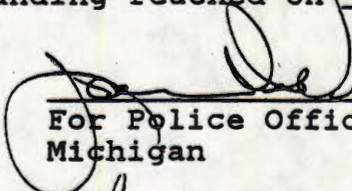
LETTER OF UNDERSTANDING  
BETWEEN POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)  
AND OTTAWA COUNTY SHERIFF (SHERIFF)  
AND OTTAWA COUNTY BOARD OF COMMISSIONERS (COUNTY)

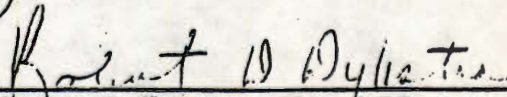
This letter of understanding is intended to clarify the understandings reached in the course of negotiating the 1990-1991 collective bargaining agreement between the POAM, the Sheriff, and the County concerning the use of Part-time Road Patrol Officers.

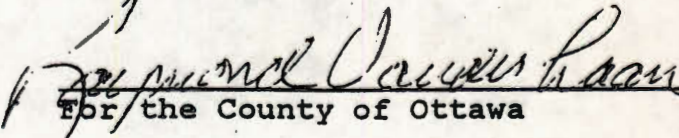
Part-time Road Patrol Officers - will be MLEOTC Certified or Certifiable.

1. There will be a maximum of seven (7) part-time Road Patrol Officers in pool limited to eighty (80) hours each per pay period and one thousand (1000) hours per year per employee.
2. Part-time Road Patrol Officers will be limited to filling vacancies in road patrol or transportation officers caused by vacations, comp time, floating holidays, sick time and training, or during a recognized emergency where no full-time officers are available.
3. Part-time Patrol Officers will receive no benefits, i.e. no insurances, vacations, holidays, or retirement, etc... The part-time Road Patrol Officer will be paid at \$8.50/hour.
4. Part-time Road Patrol Officers will be laid off before full-time Road Patrol Officers except where a full-time position had been funded through grant and/or contractual arrangement with outside agency.

This letter of understanding reached on December 6, 1990

  
\_\_\_\_\_  
For Police Officers Association of Michigan

  
\_\_\_\_\_  
Robert Dykstra, Sheriff  
For Ottawa County

  
\_\_\_\_\_  
Raymond C. Brown  
For the County of Ottawa



LETTER OF UNDERSTANDING  
BETWEEN POLICE OFFICERS ASSOCIATION OF MICHIGAN-(POAM)  
AND OTTAWA COUNTY SHERIFF (SHERIFF)  
AND OTTAWA COUNTY BOARD OF COMMISSIONERS (COUNTY)

This letter of understanding is intended to clarify the understandings reached as a result of the Sheriff's agreement to schedule certain employees to a twelve (12) hour shift. As a condition of employees being assigned to twelve (12) hour shifts the following conditions shall apply:

Part-time Road Patrol Officers - will be MLEOTC Certified or Certifiable.

1. There will be a maximum of nine (9) Part-time Road Patrol Officers and seven (7) Part-time Corrections Officers in a pool limited to eighty (80) hours each pay period and one thousand (1,000) hours per year per Officer.
2. Part-time Road Patrol Officers and Part-time Corrections Officers will be limited to filling vacancies in the Road Patrol, Transportation, or Corrections Divisions caused by vacations, compensatory time, floating holidays, sick time, and training or during a recognized emergency where no full-time officers are available.
3. Part-time Patrol Officers and Part-time Corrections Officers will receive no benefits, i.e. no insurances, vacations, holidays, or retirement, etc. The Part-time Road Patrol Officers and Part-time Corrections Officers will be paid at \$8.50 per hour.
4. Part-time Road Patrol Officers will be laid off before full-time Road Patrol Officers and Part-time Corrections Officers will be laid off before full-time Corrections Officers except where a full-time position had been funded through grant and/or contractual arrangement with an outside agency.
5. All regular full-time Road Patrol and Corrections Officers who are assigned by the Sheriff to work a twelve (12) hour shift shall normally work eighty four (84) hours per pay period and receive eighty (80) hours of pay at the straight time rate. The difference in hours between eighty four (84) and eighty (80) shall be submitted as a request for four (4) hours of compensatory time at an hour for hour rate.

The maximum accumulation of all compensatory time shall not exceed one hundred twenty (120) hours.

This letter of understanding reached on 10/6/93

Mark R. Bennett 10/4/93  
For Police Officers Association of Michigan

Gary A. Rosema  
Gary Rosema, Sheriff  
For Ottawa County

Robert Ostroba  
For the County of Ottawa