

3439

12/31/96

**A G R E E M E N T**

between

**MONTCALM COUNTY BOARD OF COMMISSIONERS**

and

**SHERIFF OF MONTCALM COUNTY**

-and-

**FRATERNAL ORDER OF POLICE,  
MONTCALM COUNTY LODGE NO. 149**

and its

**MONTCALM COUNTY SHERIFF DEPARTMENT DIVISION**

**For the Period of  
July 10, 1994 - December 31, 1996**

*Montcalm County*

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## AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 1994, effective July 10, 1994, through midnight, December 31, 1996, by and between the **MONTCALM COUNTY BOARD OF COMMISSIONERS** and the **SHERIFF OF MONTCALM COUNTY**, hereinafter referred to as the "Employer" and the **FRATERNAL ORDER OF POLICE, MONTCALM COUNTY LODGE NO. 149, and its MONTCALM COUNTY SHERIFF DIVISION**, together hereinafter referred to as the "Lodge."

### PREFACE

WHEREAS, the general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the County of Montcalm and the Sheriff of Montcalm County, in their capacities as Employer, the employees, the Lodge, and the people of the County of Montcalm; and

WHEREAS, the parties hereto recognize that the interest of the County and the job security of the employees depend upon the Employer's success in establishing proper services for the County; and

WHEREAS, the Employer and the Lodge agree that the description of the collective bargaining unit contained herein is appropriate and desire to maintain such collective bargaining unit; and

WHEREAS, to these ends, the Employer and the Lodge encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees;

NOW, THEREFORE, the parties agree as follows:

### RECOGNITION

**Section 1.1. Collective Bargaining Unit.** The Employer hereby agrees to recognize the Lodge as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1967, as amended by Act No. 369, Public Acts of 1965, for all employees employed by the Employer in the following described unit for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment:

All permanent, full-time employees in the Sheriff's Department of the County of Montcalm, occupying the positions of Lieutenant, Sergeant, Deputy, Corrections Officer, Emergency Communications Operator, and Corrections Officer Sergeant, EXCLUDING the Sheriff, Undersheriff, and all other employees.



**Section 1.2. Definitions.** The terms "employee" and "employees" when used in this Agreement shall refer to and include only those permanent, full-time employees who are employed by the Employer in the collective bargaining unit described in Section 1.1 of this Agreement. For purposes of this Agreement, the following definitions shall be applicable:

- A. **Permanent, Full-time Employee.** A permanent, full-time employee is an employee who is working a normal workweek on a regular schedule at a job classified by the Employer as permanent.

**Section 1.3. Other Agreements.** The Employers agree that it will not enter into any agreement with employees individually or collectively which conflicts with or is contrary to the express terms of this Agreement.

### **LODGE REPRESENTATION**

**Section 2.1. Collective Bargaining Committee.** The Employer agrees to recognize a collective bargaining committee of the Lodge composed of not more than three (3) employee representatives, including the President of the Lodge. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for the Sheriff's Department employees as provided in the Grievance Procedure. Members of the collective bargaining committee shall also meet with County officials and the Sheriff for the purpose of negotiating modifications of this Agreement. The Lodge may also have a secretary and non-employee representative present. The Lodge shall furnish the Employer, in writing, the names of its collective bargaining committee members.

In order to facilitate negotiation and grievance procedures, members of the Lodge who are on appropriate committees shall be given time off with pay (if the meeting occurs during his or her shift) to be present at such meetings; provided such absence is possible without causing the County to pay overtime and without seriously curbing service. If either of the latter may result, the meetings shall be held at hours which will avoid such consequences.

### **LODGE SECURITY AND CHECKOFF**

**Section 3.1. Agency Shop.** All employees in the bargaining unit who are subject to this Agreement shall, as a condition of employment, pay to the Lodge an amount of money equal to that uniformly paid by employees in the bargaining unit who are members of the Lodge which shall be limited to the amount of money equal to the Lodge's regular dues. For present employees, such payment shall commence thirty-one (31) days after the effective date of this Agreement, or the one hundredth (100th) day after their date of employment, whichever is later. For employees hired after the effective date of this Agreement, payment shall commence the first full month following completion of a six (6) month period of employment. Employees shall be deemed to be in compliance with this Section if they are

not more than sixty (60) days in arrears in payment of membership dues or service fees, whichever is appropriate.

**Section 3.2. Checkoff.**

- A. The Employer agrees to deduct from the regular biweekly pay of each employee of the bargaining unit the Lodge's dues or service charge for the following month subject to all of the following subsections.
- B. The Lodge shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof.
- C. The Lodge shall exclusively use the following checkoff authorization form as herein provided for:

**CHECKOFF AUTHORIZATION FORM**

Fraternal Order of Police  
Montcalm County Lodge No. 149  
Stanton, Michigan

\_\_\_\_\_ Lodge Membership

\_\_\_\_\_ Service Charge

I hereby request and authorize you to deduct from wages hereafter earned by me while in the employ of Montcalm County, my F.O.P. Lodge dues or service charge (check one of above) of one (1) hour of pay per pay period. The amount deducted shall be paid to the Treasurer of the Lodge, according to the Agreement reached between the Employer and the Lodge. This authorization shall remain in effect until, by written notice to the Employer, I request its revocation.

PRINT: Rank                      Last Name                      First Name                      Middle Initial

Date deduction to start:

\_\_\_\_\_  
Month                      Year

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

- D. All checkoff authorization forms shall be filed with the County Clerk who may return any incomplete or incorrectly completed form to the Lodge's Treasurer, and no checkoff shall be made until such deficiency is corrected.
- E. The Employer shall checkoff only obligations which come 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 for refund to the employee if he has duplicated a checkoff deduction by direct payment to the Lodge.
- F. The Employer's remittance shall be deemed correct if the Lodge does not give written notice to the Employer within two (2) calendar weeks after their remittance is sent, of its belief, with reasons stated therefor, that the remittance is incorrect.
- G. The Lodge agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from employees' pay of Lodge dues or service charges or in reliance on any list, notice, certification, or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of the deductions so made once they have been sent to the Lodge.
- H. Deductions for any calendar month shall be remitted to the Treasurer of the Lodge not later than the fifteenth (15th) day of each month.
- I. The Treasurer of the Lodge shall be responsible for advising the Employer in writing of all new employees subject to the provisions of this Section and the amount of Lodge initiation membership fees and monthly Lodge dues.

#### **RIGHTS OF THE EMPLOYER**

**Section 4.1. Reserved Rights.** It is understood and hereby agreed that the County and the Sheriff shall reserve and retain, solely and exclusively, all of their inherent and customary rights, power, functions, and authority of management to manage the Employer's operations, and their judgment in these respects shall not be subject to challenge. Except as these rights are limited by this Agreement, these rights vested in the County and the Sheriff include, but are not limited to, those provided in statute or law along with the right to direct, hire, promote, transfer, layoff, assign, and retain employees in positions within the County consistent with the employee's ability to perform assigned work, and further, to suspend, demote, discharge for just cause, or to take such disciplinary action as is necessary to maintain the efficient administration of the Employer. It is also agreed that the Employer

has the right to determine the methods, means, and personnel, by which the business of the Employer shall be conducted; to determine the nature and number of facilities, departments, and their locations; to establish classifications of work and the number of personnel required, to study and use improved methods and equipment and outside assistance if necessary; to establish and change work schedules; to reduce or increase the size of the working force; and to take whatever action is necessary to carry out the duty and obligations of the Employer to the taxpayers, provided it is not inconsistent with this Agreement. The Employer shall also have the right to make reasonable rules and regulations relating to personnel policies, procedures, and working conditions not inconsistent with the express terms of this Agreement.

### GRIEVANCE AND ARBITRATION PROCEDURE

**Section 5.1. Definition of Grievance.** A grievance is any dispute between the parties or between the employees and the Employer, with respect to or concerning the interpretation or application of this Agreement or any terms or provisions of the rules and regulations of the Sheriff, consistent with Section 15.6.

**Section 5.2. Grievance Procedure.** All grievances shall be in writing and shall include: time, date, alleged contractual violations or written rules or regulations that are the basis of the grievance, the facts that gave rise to the grievance, the remedy desired, and the signatures of the Grievant and the Lodge representative.

- A. **Step One:** If an employee or the Lodge has a grievance, the Grievant shall, within five (5) days of the occurrence of the incident which gave rise to the grievance, submit the matter in writing to the Sheriff or his designee. The Sheriff shall acknowledge receipt of the grievance with his signature and by entering the time received. A copy of the acknowledged grievance shall be returned to the Grievant or his representative. A meeting shall be arranged by the representatives who signed the grievance, insofar as is practical, with the Sheriff to discuss the grievance. The Sheriff shall give his written answer not later than five (5) days after such meeting. Any settlement of a grievance which concerns economics shall not be final until approved by the County Board of Commissioners or its designee.
  
- B. **Step Two:** If the Sheriff's answer in Step One is unsatisfactory to the Grievant, the Grievant (whether an employee or the Lodge) may, within five (5) days from receipt of the Sheriff's answer, appeal the matter to the County Administrative Assistant. A meeting among the County Negotiating Committee, Sheriff, Grievant, and Lodge representative shall be held within ten (10) days of the date of notice to the Administrator to try to resolve the matter. The Employer shall render a written decision within five (5) days from the date of meeting.

Both the parties shall reserve the right to have non-employee representatives participate in the meeting.

**Section 5.3. Arbitration Request.** If the grievance is not satisfactorily resolved in Step Two, the Lodge may request arbitration by notifying the Employer within fifteen (15) days after receipt of the Employer's answer in Step Two. If the Lodge does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

**Section 5.4. Selection of Arbitrator.** Upon receipt of a timely request for arbitration, the parties shall obtain a panel of arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike a name from the panel and the remaining name shall serve as the arbitrator. The arbitrator's fees and expenses shall be shared equally between the Employer and the Lodge.

**Section 5.5. Arbitrator's Powers.** The arbitrator shall have no power to amend, add to, alter, ignore, change, or modify any provision of this Agreement, or the written rules and regulations of the Department, and his decision shall be limited to the application and interpretation of the above, and to the specific issues presented to him. No decision of the arbitrator shall contain a retroactive liability beyond the date of the written grievance. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall have no authority to award interest on monetary awards. The decision of the arbitrator shall be final and binding on the Lodge, the Employer and the employees involved, unless the arbitrator has exceeded his jurisdiction or the arbitration award is the result of fraud or wrongdoing.

**Section 5.6. Witnesses.** If the Employer or the Lodge request that the aggrieved employee or other necessary persons be present at any step or steps of the grievance procedure to participate in discussion, they will be required to do so.

**Section 5.7. Expedited Grievance.** Grievances concerning discharge or disciplinary suspension may be filed within five (5) days following such action at Step Two of the grievance procedure.

**Section 5.8. Time Limitations.** The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Lodge, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step. The Lodge shall retain the right to advance to arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided, it is reduced to writing and the period of the extension is specified.

**Section 5.9. Time Computation.** Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.



**Section 5.10. Grievance Form.** The grievance form is attached hereto as Appendix B.

**Section 5.11. Special Conference.**

- A. The Employer and the Lodge 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 the agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth on the agenda, but it is understood that these special conferences 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 conferences shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8 a.m. and 5 p.m. 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 conferences.
- B. The Lodge's representatives may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (½) hour immediately preceding the meeting for which a written request has been made.
- C. Employee representatives of the Lodge at special conferences shall be paid by the Employer for the time spent in special conferences but only for the straight time hours they would otherwise have worked on their regular schedule.

**PROHIBITED ACTIVITY**

**Section 6.1. No Strike - No Lockout.** The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public's health, safety and welfare. The Lodge, 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 Lodge further agrees that there shall be no strikes, sitdowns, stay-ins, stoppages of work, or any other acts that interfere in any manner with or to any degree with the services of the County, as long as this Agreement is in force.

**Section 6.2. Penalty.** Any employee who engages in any activity prohibited by Section 6.1 shall be subject to such disciplinary action as the Sheriff deems appropriate, up to and

including discharge. The Lodge acknowledges that discharge is an appropriate penalty for the violation of Section 6.1 of this Agreement. Any appeal to the grievance procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by Section 6.1 of this Agreement.

### HOURS OF WORK AND OVERTIME

**Section 7.1. Workweek.** The official work week shall be forty (40) hours per week but this shall not constitute a guarantee of hours nor a limitation for overtime assignments.

**Section 7.2. Work Schedule.** The Sheriff shall prepare work schedules in accordance with the following and such schedules shall be posted one month in advance. It is the intent of the parties that the work schedule shall consist of consecutive work days and to minimize or delete, if possible, split pass days.

**ROAD PATROL AND CORRECTIONS OFFICER** - Ten (10) hours per day and four (4) consecutive days.

**EMERGENCY COMMUNICATIONS OPERATOR** - Eight and one-half (8½) hours per day and six (6) consecutive days.

**DETECTIVE BUREAU, LIEUTENANT, CORRECTIONS OFFICER SERGEANT AND TRAINING OFFICER** - Eight (8) hours per day and five (5) consecutive days.

The Sheriff reserves the right to alter the above schedules for temporary periods of time when it becomes necessary to accommodate situations that are out of the ordinary for the department. The Sheriff also reserves the right to institute the ten (10) hour/four (4) day schedule for any and all employees within the department. The Employer agrees that it will not reduce hours of work in lieu of the layoff procedure.

**Section 7.3. Overtime.** All employees shall be required to work reasonable amounts of overtime. Overtime, other than of an emergency nature, must be authorized by the Sheriff or his designated representative.

**Section 7.4. Overtime Premium.**

- A. **Ten Hour Day.** Time and one-half (1-½) the employee's straight time regular rate of pay shall be paid for all hours worked in excess of ten (10) hours in any one (1) work day.
- B. **Eight and One Half Hour Day.** Time and one-half (1-½) the employee's straight time regular rate of pay shall be paid for all hours worked in excess of one hundred seventy-one (171) hours within a

twenty-eight (28) day cycle and for all hours worked in excess of eight and one half (8-½) hours in one work day.

- C. **Eight Hour Day.** Time and one half (1-½) the employee's straight time regular rate of pay shall be paid for all hours worked in excess of forty (40) hours within a work week and for all hours worked in excess of eight (8) hours in one work day.
- D. **Compensatory Time.** Upon approval of the Sheriff, an employee may receive compensatory time off in lieu of overtime pay. An employee who elects compensatory time off, in lieu of payments of overtime, shall receive such time off at the rate of time and one-half (1-½) for each hour of overtime worked. No employee shall be entitled to accumulate more than forty (40) hours of such compensatory time off. Compensatory time off shall be scheduled in advance by mutual agreement between the Sheriff and the employee.
- E. **Limitation.** Overtime shall not be paid for less than fifteen (15) minutes in any one day.
- F. **Pyramiding.** There shall be no pyramiding or duplication of premium, standby or call back pay.
- G. **Payment.** Overtime shall be paid in the pay period in which the overtime was earned.

**Section 7.5. Call-In.** Employees called to work at time other than their regular shift for emergency work shall receive two (2) hours' pay or work at time and one-half (1-½) their straight time regular rate. Employees required to appear in Court on their off-duty hours, to appear at the license appeal board, or who are summoned to a probate or civil court hearing, shall receive a minimum payment of two (2) hours' pay. If employees are subpoenaed, they shall also be paid time and one-half (1-½) from the time of their appearance as stated on the subpoena, until the time they are released by the Court. Subpoena fees will be turned over to the County. This Section shall not apply where the employee is required to be in Court as the result of his duties with another employer.

**Section 7.6. Benefit Conversions.** All employees who are on a ten (10) hour schedule shall receive paid unworked days at ten (10) hours for each day up to the maximum benefit provided. All employees who are on an eight and one-half (8-½) hour schedule shall receive paid unworked days at eight (8) hours for each day up to the maximum benefit provided.

**Section 7.7. ECO/CO Rate.** Emergency Communication Operators who have received the required training to work as Correction Officers shall rotate their schedules for sharing in the availability to perform correction officer duties as needed (booking, searches, etc.). When such ECO performs CO duties for periods of time during their shift of more than one



continuous hour, the ECO shall be guaranteed a minimum of two hours at the CO rate at the same ECO step she is receiving or the CO rate for all hours that she performs CO duties, whichever is the greater.

**Section 7.8. Meal/Rest Periods.** An employee shall be entitled to a meal period of not less than thirty (30) minutes during his/her regular work shift. Employees shall be entitled to one (1) fifteen (15) minute paid rest period for each four (4) hours of work.

## **SENIORITY**

**Section 8.1. Seniority Definition.** Seniority shall be defined as the length of the employee's service with the Montcalm County Sheriff Department, commencing from his last date of hire. Rank seniority shall mean the length of service commencing from the date of the employee's service in his particular rank. The application of seniority shall be limited to the preferences specifically recited in this Agreement. A probationary employee who is laid off shall not accumulate seniority during the time said employee is laid off. Preference between employees with the same seniority date shall be determined by a flip of the coin.

**Section 8.2. Probationary Period.** All new employees shall be considered probationary employees for a period of one (1) year, after which time their seniority shall be as of their last date of hire. The probationary period shall be extended by a period of time equal to any period of absence from work if such absence is longer than fourteen (14) work days. Upon completion of the probationary period, seniority shall be as of the employee's last date of hire as described in Section 8.1 above. An employee who has not completed his/her probationary period may be laid off or terminated by the Sheriff without regard to and without recourse to this Agreement.

**Section 8.3. Loss of Seniority.** An employee's seniority with the County in the Sheriff Department shall terminate for the following reasons:

- A. He resigns or quits.
- B. He is discharged or terminated.
- C. He retires.
- D. 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 lesser.
- E. 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, unless otherwise excused, or fails to return to work at the expiration of a layoff as specified in Section 9.3.

- F. He is convicted of a felony, a misdemeanor punishable by one (1) year.
- G. He is declared mentally ill by a court of competent jurisdiction for a period of time equal to his seniority or two (2) years, whichever is lessor.
- H. If he makes an intentionally false statement on his employment application, on an application for leave of absence, or on any other official document.

**Section 8.4. Seniority List.** The Employer shall maintain a roster of employees, arranged according to seniority, showing the name, rank and seniority date and shall furnish a copy to the Lodge during the first month of each year. Said seniority list shall specify two (2) seniority dates for each employee, namely, Department seniority and rank seniority. Employees with the same rank seniority shall be placed on the seniority roster in the order of their Department seniority. Rank shall mean Lieutenant and Sergeant.

**Section 8.5. Promotions.** For the purpose of establishing a promotional system for promotions to the rank of Sergeant and Lieutenant, the following procedure shall be followed:

- A. The promotional procedure shall consist of:
  - (1) A written examination
  - (2) An oral board examination
  - (3) Department evaluation

The relative weights of the three components shall be:

- |     |            |     |
|-----|------------|-----|
| (1) | Written    | 50% |
| (2) | Oral       | 25% |
| (3) | Evaluation | 25% |

- B. Employees who wish to take the written examination shall notify the Sheriff in writing within ten (10) days prior to the date that is scheduled for the written examination.
- C. An employee shall receive a passing score of seventy (70%) percent or more in order to be eligible to take the oral board examination.
- D. The oral board shall consist of:
  - (1) Sheriff or his designee
  - (2) Two command officers of equal or higher rank of the person being tested:

- (i) One from another Sheriff's Department
  - (ii) One from another law enforcement agency
- E. Departmental evaluations shall be performed by the Sheriff or his designee and he shall consider the officer's previous performance, experience, educational background, and overall performance of the officer in the law enforcement profession.
- F. Results of the examinations shall be listed in order of rating. The Sheriff shall make the promotion from among the top three (3) applicants on the roster.
- G. All promoted employees shall be considered provisional for the first six (6) months. During such period, the Sheriff may demote the employee to his former rank or position or the employee, upon request in writing, may be relieved of his new rank and be returned to his former rank.
- H. The promotional procedure to ranks shall not be considered as a limitation on the Sheriff's right to make assignments to "tasks."

**Section 8.6. Seniority Accumulation.** An employee shall retain and continue to accumulate seniority while on leave of absence unless otherwise specifically provided in the Sections governing leave of absence.

**Section 8.7. Transfers to Non-Bargaining Unit Positions.** An employee transferred to a non-bargaining unit position shall continue to accumulate seniority for the period of one (1) year after such transfer. Thereafter, the employee's seniority shall be frozen and shall not accumulate while in the non-bargaining unit position. If the employee is returned to the bargaining unit, he shall return with seniority at his frozen level. It is understood that the Employer retains all rights to determine the conditions of employment for non-bargaining unit employees including the right to determine whether an employee may be transferred back to the bargaining unit beyond the one (1) year period.

**Section 8.8. Shift Preference.**

- A. Employees may bid on a shift assignment once a year during November. Employees within each of the three (3) groups shall be assigned to their preferred shift, provided the employee has the greater seniority. The three (3) groups are: Road Patrol, Corrections, and Dispatch Services. Transfer to the preferred shift shall occur on the first Monday in January. Notwithstanding this bid procedure, the Sheriff may exercise his right to Administratively Designate a specific shift for any employee either temporarily or permanently if he determines such specific shift assignment is necessary.

- 7
- B. The President of the Lodge shall be accorded the highest rank seniority for the purpose of shift assignment only.
  - C. Notwithstanding an employee's selection of shift by rank seniority, the Sheriff reserves the right at his discretion to temporarily assign an employee to another shift to accommodate training, replacement for training, special assignment, accommodation of court appearances, or where personnel needs of the Department require the temporary transfer. The Sheriff agrees to reassign the employee to his preferred shift promptly upon determination of the circumstances which required temporary transfer.
  - D. Upon advance approval of the Sheriff, employees may be allowed to trade shifts, but shift trade shall not result in overtime or additional expense.

### LAYOFF AND RECALL

**Section 9.1. Layoff Procedure.** All reductions in the work force shall be accomplished in the following manner:

- A. No permanent or probationary employee shall be laid off from his position in the Sheriff's Department while any temporary or irregular employees are serving in the same position in the Department.
- B. The first employee to be laid off shall be the employee with the least seniority in the classification or rank affected, provided however, that the remaining senior employees have the experience, necessary training and ability to perform the required work. Where the affected employees have the same seniority, the employee with the least rank seniority shall be laid off first. Further layoffs from the affected classification or rank shall be accomplished by the inverse order of seniority, provided, however, that the remaining senior employees have the experience, necessary training and ability to perform the required work.
- C. Upon being laid off from his classification or rank, an employee who so requests shall in lieu of layoff, be reduced in classification or rank to the next lower classification or rank in the Department, provided however, that he has greater seniority than the employee whom he is to replace and for which he has the necessary training, experience and ability to perform the required work. If an employee has completed the required training to receive the appropriate certification, such shall satisfy the above training proviso.

- D. Employees who are reduced in classification or rank in lieu of layoff shall initially be paid in the same salary step in the range for the lower position to which he has been reduced.

**Section 9.2. Recall Within Classification.** Recall to a classification shall be in order of the employee's seniority, provided the employee has the necessary training, experience and ability to perform the required work. Employees who have been reduced in rank shall be returned to the former rank in order of their seniority.

**Section 9.3. Notice of Recall.** Employees to be recalled from layoff shall be given a minimum of seven (7) calendar days to respond after a signed receipt has been received that certifies the mail was delivered to their last known address, or the employee was notified in person, whichever occurs first. Employees who decline recall or who in the absence of extenuating circumstances, fail to respond as directed within the time allowed shall be presumed to have resigned and their names shall be removed from seniority and preferred eligibility lists.

**Section 9.4. Layoff Notice.** The Employer agrees to notify in writing an employee who is to be laid off at least seven (7) calendar days in advance of such layoff unless circumstances are such that such notice is not possible.

#### **LEAVES OF ABSENCE**

**Section 10.1. Personal Leave Without Pay.** Employees may be granted up to one (1) year's personal leave of absence without pay. If such leave of absence exceeds thirty (30) days, then such leave shall suspend any fringe benefits during such leave and the period of such leave shall not be used for crediting increased fringe benefits or experience pay steps. Requests for personal leave of absence shall be in writing and shall be signed by the employee and given to the Sheriff. Such requests shall state the reasons for the leave. All personal leaves of absence in excess of thirty (30) days shall be approved in writing by both the Sheriff and the Chairman of the County's Criminal Justice Committee. Employees shall not take a leave of absence for the sole purpose of obtaining other employment, and an employee who takes such employment shall be considered as a voluntary quit unless such other employment is agreed to by the Sheriff.

**Section 10.2. Personal Leave With Pay.** Each member of the bargaining unit at the beginning of each calendar year, shall be entitled to time off with pay for three (3) personal leave days per calendar year. Said personal leave days, if used, will be deducted from the employee's sick leave. There will be no carry over of unused personal leave days from one year to another as personal leave days; however, if the days are not used as such, they shall continue to accumulate as sick leave. New employees shall be entitled to utilize this benefit, on a pro rata basis, which shall be credited to their account after completion of six (6) months from their date of hire. Personal leave days shall be scheduled in advance by mutual agreement with the Sheriff and employee.



**Section 10.3. Paid Sick Leave.** It is agreed that employees shall be granted sick leave of absence under the following conditions and qualifications:

- A. After the completion of six (6) months from an employee's date of hire, each full-time employee shall be credited with fifty-two (52) hours of sick leave and will accumulate sick leave with pay at the rate of four (4) hours for each bi-weekly pay period of employment exclusive of all leaves of absence without pay, up to a maximum of thirteen (13) days per year.
- B. All payments for sick leave shall be made at the employee's rate of pay when he takes his sick leave.
- C. Sick leave shall be granted:
  - (1) When it is established to the Sheriff's satisfaction that the employee is incapacitated for the safe performance of his duty because of physical or mental illness (as defined in Section 8.3[G]), or injury or exposure to contagious disease which, according to public health standards would constitute a danger to the public health.
  - (2) When it is established to the Sheriff's satisfaction that unusual situations or emergencies exist in the employee's immediate household.
- D. If an employee does not use all of his one hundred four (104) hours of annual paid sick leave during any calendar year, the unused portion will accumulate over to succeeding years, but not more than nine hundred twenty (920) hours' paid sick leave may be accumulated over to any subsequent years. An employee shall be paid for fifty percent (50%) of his accumulated sick leave up to seven hundred twenty (720) accumulated hours ( $720 \times .50$ ) on death, retirement under the County's retirement plan, or termination of employment for any reason if the employee has a minimum of eight (8) years of service.
- E. The Sheriff may request as a condition of any sick leave a medical certificate setting forth the reasons for the sick leave if there is reason to believe that the health and safety of personnel may be affected or that the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.
- F. Before an employee who has been absent from his duties for seven (7) consecutive days returns to work, he shall satisfy the Sheriff that he is

fit to again perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work for the Employer from a layoff or a leave of absence of any kind, and the Sheriff is not satisfied with the determination of the treating physician, a committee of three (3) physicians shall be formed. This committee of three (3) physicians, one of whom shall be selected by the Employer, one by the employee, and the third by the first two physicians so named, shall make a report, which is binding on both parties. The report shall be shared equally by the County and the Lodge.

- G. **Vacation Use.** An employee shall be entitled to use his accumulated paid sick leave in lieu of vacation time, for incapacitated illness or injury received while on regularly scheduled vacation provided the employee obtains a doctor's certificate certifying his incapacitated illness or injury. Employees may use only the number of sick days equivalent to the number of days supported by the doctor's certificate. This use of paid sick leave shall not be used to extend the scheduled vacation.
- H. An employee elected or appointed to a County position shall have his accumulated sick leave frozen. Re-entry into the bargaining unit shall reactivate such frozen sick leave.

**Section 10.4. Funeral Leave.** Upon approval of the Employer, employees will be allowed time off from their scheduled hours of work to attend the funeral or attend to personal matters following a death in the family. Each employee granted a funeral leave shall be allowed a maximum of three (3) calendar days' leave with pay for a death in the immediate family, defined as spouse, child, father, mother, sister or brother. One (1) day will be allowed for a death of a grandparent or grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, to attend the funeral.

**Section 10.5. Non-Work Connected Disability.** An employee who becomes medically disabled, including disability due to pregnancy, shall be allowed a leave of absence for a period not to exceed one (1) year. Extensions may be granted upon mutual consent of both the Employer and employee. Request for a leave of absence must be accompanied by a physician's statement which states the cause of disability and the expected duration of such disability. Failure to so notify the Employer shall disqualify the employee's right to the leave of absence.

An employee may utilize his accumulated sick leave during such disability leave. Upon the expenditure of accumulated sick leave, such leave shall become a non-paid leave of absence.

The Employer will continue to provide an employee on a disability leave with term life insurance. An employee's seniority shall continue to accumulate while on a disability leave.

An employee disabled as a result of a non-work related disability, may utilize accumulated sick leave which, when added to his long-term disability insurance, shall not exceed his normal take-home pay.

**Section 10.6. Military Leave.** Any employee who enters active service of the Armed Forces of the United States, National Guard or Reserve shall receive a leave of absence without pay for a period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements established under this Agreement. The employee shall inform the Employer in writing as soon as the employee is notified of acceptance in military service and in any event, no less than two (2) weeks prior to the employee's scheduled departure.

**Section 10.7. Military Training Leave.** Employees who are active members of the National Guard or any other military reserve force may be granted leave for training purposes for a period of up to two (2) calendar weeks in any calendar year. The Employer will reimburse the difference between the military pay received, including all allowances, and the amount of regular wages, excluding overtime, that the employee would have earned while working for the Employer during said time, provided:

- A. That the employee requests, in writing, military leave and reimbursement for same;
- B. That the request is endorsed by the Sheriff;
- C. That acceptable evidence confirming the amount of military pay received for the period requested is presented to the Employer.

**Section 10.8. Jury Duty.**

- A. Any employee who is subpoenaed as a result of an accident or is involved in an accident while on duty who must attend Court shall suffer no loss of pay, but will be paid the difference between Court duty pay and his regular pay. In order to receive payment under this Section, an employee must give the Employer prior notice that he has been summoned for Court duty and furnish satisfactory evidence that Court duty was performed on the days for which payment is claimed.
- B. Any employee who is called to and reports for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty. If the employee otherwise would have been scheduled to work for the Employer and does not work an amount equal to the difference between (1) the employee's regular straight time hourly rate, exclusive of shift, and other premiums for the number of hours that he otherwise would have been scheduled to work, and (2) the daily jury



duty fee paid by the Court (not including travel allowance or reimbursement of expenses). The Employer's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of thirty (30) days in a calendar year. In order to receive payment under this Section, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this Section are not applicable to an employee, who, without being summoned volunteers for jury duty. Any employee who is to serve on jury duty will report for work prior to the day of jury duty and will return to work at the completion of jury duty if his shift has not ended.

**Section 10.9. Work-Connected Disability.** An employee disabled as a result of a work-related injury or illness with the Employer may utilize accumulated sick leave which, when added to his worker's compensation, shall not exceed his normal take-home pay. During the period that the employee is utilizing the sick leave supplement, the employee's status shall be on a paid sick leave entitling him to paid insurances and other fringe benefits but not vacation or holidays. Seniority shall accumulate while an employee is on a work-connected disability. Receipt of worker's compensation benefits shall not, absent sick leave supplement, constitute a paid sick leave.

**Section 10.10. F.M.L.A.** The Employers reserve the right to require an employee to utilize any accrued paid leave time when an employee requests a leave of absence under the Federal Family and Medical Leave Act.

### VACATIONS

**Section 11.1. Vacation Eligibility.** Full-time employees of the Sheriff's Department subject to this Agreement shall earn vacation pay in accordance with the following schedule:

- A. An employee earns five (5) working days (40 hours) of vacation upon completing one (1) year of active employment from his date of hire.
- B. An employee earns ten (10) working days (80 hours) of vacation upon completing two (2) years of active employment from his date of hire.
- C. An employee earns fifteen (15) working days (120 hours) of vacation upon completing eight (8) years of active employment from his date of hire.
- D. Effective January 1, 1995, an employee with twelve years of active employment shall receive 160 hours of vacation with pay.

**Section 11.2. Vacation Basis.** Rate of vacation pay shall be that rate the employee received when he first became eligible for that vacation period.

**Section 11.3. Break in Service.** An approved leave of absence, other than a personal leave of absence without pay in excess of thirty (30) days, will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan.

**Section 11.4. Maximum Accumulation.** Vacation hours not used may only be accumulated to a maximum of two hundred forty (240) hours. An employee who quits with a minimum of two weeks' advance notice, shall be paid all earned and accumulated but unused vacation pay.

### HOLIDAYS

**Section 12.1. Holiday Pay.** All full-time employees occupying a job classification covered by this Agreement shall receive eight (8) hours' pay at their regular straight time regular rate of pay (except as provided in Section 7.6), exclusive of all premiums, for each of the following recognized holidays:

<u>Holiday</u>	<u>Observance</u>
New Year's Day	January 1
Martin Luther King Day	Monday nearest January 15
Lincoln's Birthday	February 12
Washington's Birthday	February 22
Memorial Day	May 30
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	October 12
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

**Section 12.2. Holiday Eligibility.** To be eligible for holiday pay, employees are subject to the following conditions and qualifications:

- A. An employee must work his hours on the Department's last regularly scheduled day before and the first regularly scheduled day after the holiday, unless otherwise excused by the Sheriff.
- B. The employee must not be on layoff which began more than ten (10) calendar days prior to the holiday.

- C. The employee must not be suspended for disciplinary reasons, provided, however, if such a suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay.
- D. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.
- E. The employee must not be on a leave of absence.

**Section 12.3. Holiday Work.** Employees eligible for holiday pay who work on the holidays recognized under this Agreement shall receive time and one-half (1-½) their straight time regular rate of pay for all hours worked, plus holiday pay. An employee who is scheduled to work a holiday shall receive a minimum notice of fourteen (14) calendar days that his/her services are not needed for that particular holiday. Absent the fourteen (14) day notice, no employee's work schedule shall be changed to avoid holiday work.

## INSURANCE AND PENSION

**Section 13.1. Hospitalization Insurance.** During the term of this Agreement, the Employer agrees to pay the required premiums for each full-time employee, including dependent coverage, under the Montcalm County Employee's Benefit Plan. There shall be no liability on the part of the Employer for any insurance premium for an employee or employees who are on layoff or unpaid leave of absence status beyond the month immediately following the month in which such layoff or unpaid leave of absence commences. The Employer reserves the right to select or change all insurance carriers provided the level of benefits provided to the employees has equal or greater benefits.

- A. In case an employee is covered with hospitalization insurance from a source other than the County, he/ she shall receive a Forty Thousand Dollar (\$40,000) term life insurance policy in lieu of hospitalization insurance.
- B. The Employer reserves the right to adopt these changes during the term of the Agreement:
  - i. Current base-major medical plan (Blue-Cross Structure) modified by:
    - a. Mandatory cost-containment:
      - (1) Pre-admissions certification,
      - (2) Out-patient testing,
      - (3) Second opinions for elective surgery,

- (4) Reasonable penalties for failure to follow cost containment program.
  - b. Lab and X-rays charged to major medical with One Hundred (\$100.00) Dollar annual deductible and 90/10% co-pay thereafter.
  - c. Prescription rider to Four (\$4.00) Dollar co-pay.
  - d. No-fault auto coordination (no-fault insurance is primary carrier for autorelated injuries group plan is secondary).
- C. Beginning the first month after the effective date of this agreement, all eligible employees shall pay a monthly premium of \$15.00 per month. Beginning January 1, 1995, employees shall pay \$20.00 per month. Beginning January 1, 1996, employees shall pay \$25.00 per month. Employee payments shall be made by payroll deductions.

**Section 13.2. Term Life Insurance.** During the term of this Agreement, the Employer will provide a term life insurance policy in the amount of Twenty-five Thousand Dollars (\$25,000) and Twenty-five Thousand Dollar (\$25,000) Accidental Death and Dismemberment policy for each employee covered by this Agreement. The terms and conditions of insurance are set forth in the insurance policy.

**Section 13.3. False Arrest and Liability Insurance.** The Employer agrees to provide, at no cost to the employee a One Million Dollar (\$1,000,000) arrest, false arrest and public liability insurance policy, covering members of this bargaining unit.

**Section 13.4. Disability Insurance.** During the term of this Agreement, the Employer will provide, at no cost to the employees, that policy of disability insurance issued by Prudential Insurance Company. Benefits would be two-thirds (2/3) of basic weekly earnings less any benefit received from Family Social Security, any State or Federal government disability or retirement plan, salary paid by Employer, and retirement plan with Employer, and any other group disability income plan. Benefits not to exceed a maximum of Two Hundred (\$200.00) Dollars per week with benefits commencing upon the exhaustion of an employee's accumulated sick leave or thirty (30) days following disability, whichever is later.

**Section 13.5. Retirement.** The present retirement plan for employees of the Department shall be continued. The summary of plan provisions evaluated by Gabriel, Roeder, Smith & Company on July 1, 1985, are set forth in Appendix C. Effective July 1, 1989, the current pension plan shall be amended to provide:

- A. Normal retirement at age 60 with ten (10) years credited service.

- B. Normal retirement at age 55 with twenty-five (25) years credited service.
- C. Two (2%) percent for all years of credited service.
- D. Employee contributions remain at five (5%) percent gross compensation.
- E. The disability retirement benefits have been modified and computed same as normal retirement with additional service credited from the date of disability to date of employee's sixtieth (60th) birthday for an eligible employee. Eligibility requires ten (10) or more years of service and under age sixty (60). When the disability retirement benefits provision becomes operative, employee contributions shall be at five and one-half (5.5%) percent of gross compensation.

**Section 13.6. Dental/Optical Insurance.** Each year, the Employer shall credit to the account of each employee Two Hundred Twenty-Five Dollars (\$225.00). Effective January 1, 1996, this amount shall be increased to Two Hundred Fifty Dollars (\$250.00). This amount may be used by the employee for reimbursement of dental/ optical expenses for the employee, his/her current spouse and the employee's children under the age of nineteen (19). A request for reimbursement must be made within ninety (90) days after the service was rendered and must be accompanied by a written statement signed by the dentist/optometrist performing the service. Such statement shall specify the services performed and the date of the service including the amount. The amount credited to the employee's dental/optical account shall be forfeited upon termination of the employee. Unexpended dental/optical reimbursement will be carried over from year to year up to a maximum amount of Six Hundred Dollars (\$600.00). Effective January 1, 1996, the maximum amount shall be increased to Eight Hundred Dollars (\$800.00).

**Section 13.7. Immunization.**

- A. Tuberculin Test. A Tuberculin skin test shall be administered every three (3) years at a place and time as arranged by the Employer and at no expense to bargaining unit members who have worked for the Employer two (2) or more years.
- B. Hepatitis B. The Employer will provide Hepatitis B vaccinations, including blood screening, to all employees who provide a signed request to have the immunization.
- C. Rules and policies for such vaccinations and screening shall be established by the Employers.



WAGES

**Section 14.1. Classifications and Rates.** Listed in Appendix "A" and incorporated herein are the regular rates of pay, including the increases recited below, for the respective classifications covered by this Agreement. The parties have agreed that effective the first pay period on or after the dates indicated below wage increases shall be provided as follows:

January 1, 1993

Lieutenant, Sergeant, Deputy, &  
Emergency Communications Officer ..... three (3%) percent

Corrections Officer ..... four (4%) percent

January 1, 1994

Lieutenant, Sergeant, Deputy, &  
Emergency Communications Officer ..... three and one-half  
(3.5%) percent

Corrections Officer ..... four and one-half  
(4.5%) percent

January 1, 1995

Lieutenant, Sergeant, Deputy &  
Emergency Communications Officer ..... four (4%) percent

Corrections Officer ..... five (5%) percent

January 1, 1996

All classifications  
except Corrections Officer ..... three (3%) percent

Corrections Officer ..... three and one-half  
(3.5%) percent

**Section 14.2. New Classification.** If a new classification is established, the Employer agrees to negotiate the rate of pay for such classification.

**Section 14.3. Shift Differential.** Each employee shall be paid in addition to all other pay and benefits, an additional ten cents (\$0.10) per hour for all hours worked on the second shift, and fifteen cents (\$0.15) per hour for all hours worked on the third shift. The second shift beginning at 3:00 p.m. or after; the third shift beginning at 11:00 p.m. or after.

**Section 14.4. Deferred Compensation.** The Employers have provided a deferred compensation program through the National Association of Counties for its employees. At the written option of the employee, payroll deductions as authorized by an employee shall be made and deposited in the employee's group deferred compensation account.

### **MISCELLANEOUS**

**Section 15.1. No Discrimination.** There shall be no discrimination against any employee or employees by the Employer or the Lodge in regard to hiring, tenure of employment, promotions, transfers, or other conditions of employment because of race, color, creed, national origin, sex, religious affiliation or age.

**Section 15.2. Captions.** The captions used in each Section of this Agreement are for the purposes of identification and are not a substantive part of this Agreement.

**Section 15.3. Uniforms and Equipment.** The County shall provide one (1) complete uniform with four (4) sets of shirts and slacks for each officer and five (5) parkas for the Department. The County shall also provide such equipment as the Sheriff and the County shall determine as is necessary, subject to reasonable rules for the preservation, use and care of such uniforms and equipment. The County shall assume the cost of cleaning such uniforms under such reasonable rules as the Sheriff shall determine. Employees who are required to work in street clothes (Detectives) shall be entitled to the cleaning provision.

If any items are stolen or damaged, the employee shall immediately file a brief report of the theft or damage with the Sheriff. The Sheriff must accept the report before replacements are issued.

Employees shall be responsible for the loss or misuse of uniforms and equipment issued. Replacement uniforms and equipment shall be provided upon the return of worn or unusable articles, provided the articles are beyond use from normal wear and usage.

The County agrees to advance funds for the purpose of acquiring 9mm semi-automatic guns. Employees who wish to acquire the 9mm gun will purchase the gun by a payroll deduction system paying back to the County the cost of the gun within a period of one (1) year. Any employee who terminates his employment will have the balance due deducted from his last paycheck.

The Employers shall provide each employee assigned to road patrol and correction classifications a full wrap around protective vest without cost to the employee. The Employers will accept input from the Union representative as to the manufacturer and model, but the decision as to the manufacturer and model shall be exclusively that of the Employers. Employees who receive a protective vest shall be required to wear such vest at all times during duty hours, except that correction officers may have the option of removing such vest during duty hours spent within the confines of the jail.

**Section 15.4. Clothing Allowance.** Employees who are required to work in street clothes (Detectives) shall receive an annual clothing allowance of Four Hundred Dollars (\$400.00) to be paid in a lump sum no later than March 1 of any calendar year. An employee who does not work as a Detective for a full year shall have the allowance reduced to a pro rata amount based upon the time worked as a Detective and such amount to be repaid may be deducted from the employee's pay.

**Section 15.5. Bulletin Board.** The Sheriff shall provide adequate space on a bulletin board upon which designated representatives of the Lodge may post official notices of Lodge activities. The Sheriff reserves the right to police the bulletin board so that no offensive material is posted thereon.

**Section 15.6. Rules and Regulations.** The Sheriff reserves the right to establish reasonable rules and regulations concerning the conduct of his employees and the standards of performance of their duties not inconsistent with this Agreement. The Lodge may challenge the reasonableness of said rules and regulations by filing a grievance within five (5) days after the rules and regulations have been established and the Lodge has received written notice thereof.

**Section 15.7. Temporary Employees.** The Employer reserves the right to hire temporary employees. Such employees shall not be subject to this Agreement. A temporary employee is any employee who fills a temporary position or who occasionally relieves or substitutes for regular full-time employees. A substitute employee who is hired to replace an employee on leave of absence or on worker's compensation shall not attain seniority in this unit and shall be compensated by wages only. These employees may be retained for the duration of the regular employee's absence. If a temporary employee is eventually hired into a posted regular position, the normal hiring procedure will be followed. If a temporary employee is employed in a position within the bargaining unit more than six (6) months, the employee shall be placed in the bargaining unit, with all service credited toward his seniority. The Sheriff shall notify the Union in writing when he employs a temporary employee.

**Section 15.8. Dual Employment.** Supplemental employment is not encouraged, but is permitted under proper conditions. An employee, if desired, may hold a part-time job in addition to his/her regular employment. This additional employment must in no way conflict with the employee's hours of work or interfere in any way with the satisfactory and impartial performance of his/her duties.

Notification of outside employment shall be given the Sheriff at least ten (10) days before commencement of said employment and prior to any changes in previously approved supplemental employment. No employee shall engage in more than twenty (20) hours of supplemental employment in any scheduled work week (pass days excluded).

Supplemental employment shall not be allowed if a potential conflict of interest with the Sheriff's Department or County of Montcalm exists.



No employee may utilize Departmental facilities, equipment, telephone, supplies, motor vehicles, or Departmental equipment (uniforms) in supplemental employment. No employee shall use his/her status as a Deputy Sheriff in supplemental employment.

**Section 15.9. State or Federal Funded Positions.** All positions which are funded with State or Federal Funds shall be treated like all other positions within the bargaining unit. In the event such funds are terminated and it is necessary for the Employer to lay off personnel, such layoff shall take place as is provided in this Agreement in accordance with seniority, regardless of how the respective positions are funded.

**Section 15.10. Savings Clause.** Any part of this Agreement which shall conflict with applicable State and Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement.

**Section 15.11. Copies of Agreement.** The Employer agrees to furnish each employee with a copy of this Agreement.

**Section 15.12. Lodge Use of Equipment.** The Lodge shall be allowed the reasonable use of the available office equipment at the Sheriff's Department, subject to such rules for the use, preservation and care of such equipment as established by the Sheriff.

**Section 15.13. Medical Examination.** The Employers reserve the right to have an employee submit to a medical examination if there is reasonable cause or concern regarding the employee's physical or mental fitness to perform the required work. For information purposes only, the President of the Lodge and its legal counsel shall be notified 48 hours in advance of the examination. The employee shall authorize the release of the medical report to the Employers who shall keep such information confidential. All expenses of such examination shall be borne by the Employers. The Union at its own expense may also obtain a medical examination by a physician of its own choosing. If there is a dispute between the Employers' physician and the Union's physician, then a third physician, chosen by mutual agreement, shall be obtained to resolve the dispute. The expenses for the third doctor's opinion shall be split 50/50 by the Employers and the Lodge to the extent that it is not covered by the employee's insurance.

**Section 15.14. Drug Testing.** The Employers strictly prohibit the manufacture, unauthorized use or possession, sale or distribution of drugs/alcohol by its employees on County premises (including parking lots and in County vehicles) or during work time. Compliance with this policy is a condition of employment. Violation of this policy will result in discipline up to and including discharge.

The Union acknowledges that its members are employed in safety sensitive positions and that its members or citizens could be placed in jeopardy by an employee's use of drugs/alcohol. Therefore, it is agreed that an employee will be required to submit to a blood and/or urinalysis examination or hair follicle examination for the purpose of detection

of the employee's use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

- A. If the Employers have a reasonable suspicion that the employee in question is:
  - 1. Under the influence, impaired or otherwise affected by the use of drugs/alcohol; or
  - 2. Is currently possessing on County premises unauthorized drugs/alcohol; or
  - 3. Has sold, distributed drugs/alcohol on or off County premises or attempted the same.
- B. As a part of a routine scheduled physical examination.
- C. Upon return from a leave of absence of thirty (30) days or more.
- D. During random periods during an employee's probationary period.

Drug testing shall be conducted by a certified N.I.D.A. agency unless it is part of a routine medical exam in which case it will be performed by the medical institutions performing the examination.

The County agrees to treat all information received relating to an alleged employee's involvement with drugs/alcohol as confidential and will only transmit such information to those individuals who need to know.

**Chain of Possession Procedures/Split Sample Procedure:** At the time specimens are collected for any testing, the employee shall be given a copy of the specimen collection procedures. The specimens must be immediately sealed, labeled and initialed by the employee to ensure that the specimens tested by the laboratory are those of the employee. The two (2) containers shall be sealed in the employee's presence and the employee given the opportunity to initial the containers and witness his/her social security number placed on the containers. Both shall then be forwarded to an approved laboratory for testing. If an employee is told that the first sample tested positive, the employee may, within 72 hours of receipt of actual notice, request that the second specimen be forwarded by the first laboratory to another independent and unrelated, approved laboratory of the parties' choice for confirmatory testing of the presence of the drug. If the employee refuses to comply with this procedure, it shall be a presumption of guilt and the employee may be subject to discharge.

**Section 15.15. Last Chance Policy.** An employee who voluntarily discloses a dependency on drugs/alcohol to the Employers and voluntarily undergoes an Employers' approved,

supervised detoxification treatment program will be given a leave of absence for such purposes of up to ninety (90) days and the County will refrain from taking any disciplinary action against the employee provided that: (1) such disclosure is the first and only involvement with drugs/alcohol for the employee, and (2) the employee satisfactorily completes the detoxification treatment program as prescribed, and (3) the employee remains free of drug/alcohol use and strictly complies with the County's drug free policy. The employee is subject to automatic discharge for any violation of the Last Chance Agreement or this Policy while on the Last Chance Agreement and the employee and Union waive the right to grieve and arbitrate such discharge.

**Section 15.16. Waiver.** It is the intent of the parties that the provisions of this Agreement which supersede all prior agreements and understandings, oral or written, express or implied, between the parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder or otherwise. The parties acknowledge during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 15.17. A.D.A. Waiver.** When either the Employers or the Union engages in compliance efforts as set forth in the Americans with Disabilities Act (A.D.A.), including reasonable accommodation with the Federal Age and A.D.A., neither the Employers or the Union shall be held liable for any deprivation of contract rights suffered by an employee affected by the compliance efforts.

**Section 15.18. No Smoking Policy.** The Union agrees to accept and abide by the County's No Smoking Policy.

### **DISCHARGE AND DISCIPLINE**

**Section 16.1. Just Cause.** All disciplinary action shall be for just cause.

**Section 16.2. Representation.** Any meeting, conference or hearing with the Employer which may result in disciplinary action against the employee, the employee shall have the right to Lodge representation.

**Section 16.3. Charges and Specifications.** The charges and specifications resulting in disciplinary action shall be reduced to writing by the commanding officer and/or Sheriff invoking the action against the employee and a copy shall go to the Lodge for informational

purposes only. Such charges and specifications shall cite the specific incident and/or rules and regulations and/or appropriate law or ordinance which the employee is alleged to have violated.

**Section 16.4. Use of Past Record.** At the end of ninety (90) days, the employee may, through a personal interview with the Sheriff, request that a counseling memo be purged from his/her personnel file; whereupon, the Sheriff may or may not choose to do so. However, after a period of six (6) months counseling memos will be purged from the employee's personnel file provided that the employee maintains an infraction-free record.

At the end of six (6) months, the employee may, through a personal interview with the Sheriff, request that a written warning be purged from his/her personnel file; whereupon, the Sheriff may or may not choose to do so. However, after a period of one (1) year, written warnings will be purged from the employee's personnel file, provided that the employee maintains an infraction-free record.

In imposing any disciplinary action on a current charge, the Employer will not take into account any prior infraction (excluding those enumerated herein) which occurred more than eighteen (18) months previously, provided that the employee maintains an infraction-free record.

**Section 16.5. Investigatory Interview.** The parties agree to the following:

- A. An employee has the right to be informed prior to the investigatory interview of the subject matter of the interview.
- B. An employee who is called into an interview with a supervisory representative of the Employer and can reasonably anticipate disciplinary action stemming from the interview, is entitled upon his request to have a Union representative present at the interview. However the Employer is not required to unreasonably delay the interview if a Union representative is not available.

**Section 16.6. Garrity Rule.** If the matter under investigation could lead to criminal charges, but the Departmental inquiry is not directed at obtaining inculpatory statements from an employee to be utilized in criminal proceedings against that employee, but is merely for the purpose of determining the employee's continued status with the Department, the employee shall be advised that the employee's constitutional rights prohibit coerced statements obtained under threat of discharge from use in subsequent criminal proceedings against him. When the Employer advises the employee that such statements given will not be used against him in any subsequent criminal proceedings, the employee shall also be advised that:

- A. The employee has the right to counsel or Lodge representation during questioning.



- B. The presence of counsel or a Lodge representative will in no way, in and of itself, jeopardize his continued employment.
- C. The employee is required to fully and truthfully answer the questions or be subject to discharge.

**DURATION**

**Section 17.1. Termination.** This Agreement shall remain in force until midnight December 31, 1996, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to the expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_ day of \_\_\_\_\_, 1994.

FRATERNAL ORDER OF POLICE  
MONTCALM COUNTY LODGE NO. 149

Robert Silverthorn  
B. D. Walker  
Linda Rupert

MONTCALM COUNTY BOARD OF  
COMMISSIONERS

James D. Walds  
James Van Horn  
John G. Carr  
Allen Kuhn

MONTCALM COUNTY SHERIFF

Don G. Bell

APPENDIX A

WAGE AND CLASSIFICATIONS

Effective the first pay period on or after the dates indicated, the following annual salary scales shall be paid for the classifications indicated. Retroactive wages shall be given to those employees who have retired. Retroactive pay shall apply only to those employees who were on the active payroll as of July 10, 1994, and payment shall be made in a separate check.

<u>January 1, 1993</u>	<u>After</u>				
	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Lieutenant	31,714				
Sergeant	30,204				
Deputy	23,681	24,822	26,242	27,503	28,766
Corrections Officer Sergeant	30,204				
Corrections Officer	21,025	21,523	22,016	22,508	23,001
Emergency Communications Operator	20,822	21,316	21,804	22,291	22,779

<u>January 1, 1994</u>	<u>After</u>				
	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Lieutenant	32,824				
Sergeant	31,261				
Deputy	24,510	25,691	27,160	28,466	29,773
Corrections Officer Sergeant	31,261				
Corrections Officer	21,971	22,492	23,007	23,521	24,036
Emergency Communications Operator	21,551	22,062	22,567	23,071	23,576

<u>January 1, 1995</u>	<u>After</u>				
	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Lieutenant	34,137				
Sergeant	32,511				
Deputy	25,490	26,719	28,246	29,605	30,964
Corrections Officer Sergeant	32,511				
Corrections Officer	23,070	23,617	24,157	24,697	25,238
Emergency Communications Operator	22,413	22,945	23,470	23,994	24,519

<u>January 1, 1996</u>	<u>After</u>				
	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Lieutenant	35,161				
Sergeant	33,486				
Deputy	26,255	27,521	29,093	30,493	31,893
Corrections Officer Sergeant	33,486				
Corrections Officer	23,877	24,444	25,002	25,561	26,121
Emergency Communications Operator	23,085	23,633	24,174	24,714	25,255

APPENDIX B  
GRIEVANCE FORM

STEP I

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_

Job Classification \_\_\_\_\_

Alleged Provision Violated \_\_\_\_\_

\_\_\_\_\_

Statement of Facts \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proposed Solution \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Lodge Representative Signature

Employee Signature

\*\*\*\*\*

Receipt Date \_\_\_\_\_

Time \_\_\_\_\_

Sheriff's Signature

Copy Rec'd by: Grievant or Rep.



STEP I

SHERIFF'S REPLY TO GRIEVANCE

Date \_\_\_\_\_

In reply to \_\_\_\_\_ Grievance \_\_\_\_\_

Sheriff

Decision Is \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Sheriff's Signature

\_\_\_\_\_  
Witness' Signature

Copy Received By:

\_\_\_\_\_  
Lodge Representative Signature

\_\_\_\_\_  
Witness' Signature

Date \_\_\_\_\_

Time \_\_\_\_\_

STEP II

Employee's Name \_\_\_\_\_

Date \_\_\_\_\_

APPEAL TO ADMINISTRATIVE ASSISTANT:

Grievant does not agree with findings in Step I and wishes to proceed with the grievance in compliance with the contract.

\_\_\_\_\_  
Lodge Representative Signature

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Acknowledgement/Receipt Date

\_\_\_\_\_  
Administrative Assistant's Signature

GRIEVANCE COMMITTEE'S HEARING DATE \_\_\_\_\_

GRIEVANCE COMMITTEE'S FINDINGS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievance Committee Chairman's Signature

\_\_\_\_\_  
Lodge Representative Signature

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Receipt Date

STEP III

Employee's Name \_\_\_\_\_

Date \_\_\_\_\_

ARBITRATION REQUEST:

We wish to take this matter to arbitration.

\_\_\_\_\_  
Lodge Representative Signature

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Grievance Committee Chairman's Signature

\_\_\_\_\_  
Receipt Date

\*\*\*\*\*

ARBITRATION

\_\_\_\_\_  
Receipt Date

\_\_\_\_\_  
Arbitrator's Signature

Final Disposition by an Arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Arbitrator's Signature

## APPENDIX C

### SUMMARY OF PRESENT PLAN PROVISIONS EVALUATED

#### Regular Retirement (no reduction factor for age):

Eligibility. Age 55 with 25 or more years of service or age 60 with 10 or more years of service.

Amount. 2.0% of final average compensation (FAC) times total credited service.

#### Disability Retirement:

Eligibility. 10 or more years of service under age 60.

Amount. Computed same as normal retirement with additional service credited from date of disability to date of member's 60th birthday.

Type of Final Average Compensation. Highest 5 consecutive years out of last 10.

#### Deferred Retirement (vested benefit):

Eligibility. 8 or more years of service. Benefit begins at regular retirement age.

Amount. Computed as a regular retirement but based on service and FAC at time of termination.

#### Death Before Retirement:

Eligibility. Age 45 with 10 or more years of service.

Amount. 60% of regular retirement benefit based on service to date of death. Benefits terminated upon remarriage.

Member Contributions: 5.5% of annual compensation.