

3483

12/31/96

AGREEMENT

BETWEEN THE

**MUSKEGON COUNTY BOARD OF COMMISSIONERS/
MUSKEGON COUNTY SHERIFF**

AND THE

PROFESSIONAL COMMAND ASSOCIATION

Muskegon County

EFFECTIVE: MAY 9, 1995, THROUGH DECEMBER 31, 1996

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AGREEMENT

THIS AGREEMENT was made and entered into this 9th day of May, 1995, by and between the Muskegon County Board of Commissioners and the Muskegon County Sheriff, party of the first part, hereinafter termed the Employer, and the Muskegon County Professional Command Association, party of the second part, hereinafter called the Union, shall be in full force and effect up to and including December 31, 1996.

This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged practices, between the Employer and the Union and constitutes the entire agreement between the parties. Any amendments or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

RECOGNITION

Section 1.1 Collective Bargaining Unit

The Employer recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining in respect to wages, rates of pay, hours of work or other conditions of employment of all full-time employees employed in the Muskegon County Sheriff's Department in the classification of Captain but excluding all other managerial, supervisory and confidential employees and all other employees.

MANAGEMENT RIGHTS

Section 2.1 Reserved Rights

- A. Except as otherwise provided, the Employer retains the sole and exclusive right to manage and operate the Sheriff Department in all its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, and equipment required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and activities to be operated and their location; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment; and in all respects to carry out the ordinary and customary function of management; provided, however, that these rights shall not be exercised in violation of any provisions of the Agreement.
- B. Except as otherwise provided, the Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, lay off and recall personnel; to establish skills; to determine reasonable work loads; to establish and change work

schedules; to provide and assign relief personnel; provided, however, that these rights shall not be exercised in violation of any provisions of this Agreement.

- C. The Employer reserves the right to publish, revise and enforce from time to time work rules, policies, procedures and regulations. The Union agrees that the presently established rules, regulations, policies and procedures shall remain in effect, to the extent they are not inconsistent with this Agreement.
- D. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer, without limitation, implied or otherwise, all matters not limited by this Agreement.

PROHIBITIONS

Section 3.1

No Strike

The parties mutually recognize that the services performed by the employees covered by this Agreement are essential to public health, safety, and welfare. Therefore, the Union agrees that neither it nor its officers, representatives, members, or the employees it represents shall, for any reason whatsoever, call, sanction, counsel, encourage, or engage in any strike, walk-out, sympathy strike, picketing of the Employer's buildings, offices, or premises, slowdown, sit-in, or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain, in whole or in part, from the full, faithful, and proper performance of their duties, or any other acts that interfere in any manner or to any degree with the services of the Employer. No employee covered by this Agreement shall refuse to cross any picket line, whether established at the Employer's buildings or premises or any other location where employees covered by this Agreement are expected to work.

Section 3.2

Penalties

Any individual employee or group of employees who willfully violate or disregard the provisions of this Article or the arbitration and grievance procedure set forth in this Agreement may be summarily discharged by the Sheriff without liability on the part of the Sheriff, the Employer or the Union. Such a discharge may be subject to the grievance procedure, but the only issue which can be submitted to the arbitrator is whether the employee, in fact, willfully violated or disregarded the provisions of this Article.

REPRESENTATION

Section 4.1 Grievance Committee

The Union shall be entitled to form a Grievance and Negotiation Committee consisting of two (2) members. At any time, however, the Committee may act through one (1) member. The Committee may hire an outside individual at any time to assist them in any and all proceedings. If a meeting occurs during regular working hours, only one (1) member of the Grievance and Negotiation Committee shall be present.

Section 4.2 Grievance Committee Meeting

Meetings of the Grievance Committee may be called at times agreed to by the Union and Employer.

Section 4.3 Union Business Time

The members of the Grievance and Negotiation Committee in attendance at a grievance or contract negotiation meeting with the Employer shall be compensated at their normal rate of pay if such meeting occurs during regular working hours.

SENIORITY

Section 5.1 Definition of Seniority

Bargaining unit seniority shall be defined as the length of continuous service since the most recent date of hire with the County within the bargaining unit.

Section 5.2 Termination of Seniority

Seniority shall be defined as in Section 5.1, but an employee shall cease to have seniority and is no longer employed if:

- A. He/she quits.
- B. He/she retires under the County retirement system.
- C. He/she is discharged for just cause, and is not reinstated.
- D. He/she is absent from work for a period of three (3) consecutive work days without notifying the Employer.
- E. If he/she fails to return from a leave without pay as described in Section 12.
- F. He/she fails to return after being recalled from layoff within the time limits allowed.
- G. An employee is laid off for a continuous period of two (2) years or the length of his/her seniority, whichever is less.

Section 5.3

Benefit Anniversary Date

For all other fringe benefits except retirement, length of service shall be determined by the employee's "benefit anniversary date," in accordance with this Agreement.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.1

Definition of Grievance

A "grievance" as used in this Agreement is limited to a complaint which involves the interpretation, application of, or compliance with, the provisions of this Agreement.

Section 6.2

Grievance Procedure

Any alleged violation of this Agreement or any disagreement as to the interpretation or application of this Agreement shall be considered matters subject to review through the grievance procedure.

Step 1 An attempt shall be made to adjust grievances on an informal basis between the employee and, if he/she desires, his/her designated representative, and the Sheriff within seven (7) working days of the incident causing the grievance.

Step 2 If the grievance is not settled at Step 1, then within three (3) working days of the discussion with the Sheriff in Step 1, the employee shall submit the signed, written grievance to the Sheriff. Within seven (7) working days of the receipt of the written grievance, the Sheriff shall meet with the employee and/or his/her designated representative to discuss the grievance. The Sheriff will provide his written response to the employee within five (5) working days following the meeting.

Step 3 If the grievance is not resolved at Step 2, the employee and/or his/her designated representative shall forward the grievance to the Director of Personnel within three (3) working days of the receipt of the Sheriff's written response. A meeting shall be arranged within ten (10) working days of receipt of the grievance between the Sheriff and aggrieved employee and his/her designated outside representative, if so desired by the employee, and the Director of Personnel to discuss the grievance. The Director of Personnel shall respond to the grievance in writing within five (5) working days of said meeting.

Section 6.3

Notice of Arbitration

If the grievance is not settled at Step 3 of the grievance procedure, it may be submitted by the Union to final and binding arbitration. Within five (5) days of the receipt of the written reply from Step 3, the Union shall proceed with the selection of an arbitrator as indicated in Section 6.4, Selection of Arbitrator.

Section 6.4

Selection of Arbitrator

Within five (5) days of the date of the receipt of the reply from Step 3, the Union shall request from the American Arbitration Association a list of arbitrators in accordance with the rules of Association. A copy of the Union's request for arbitration shall be forwarded to the Personnel Director. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The fees and services of the arbitrator shall be shared equally by the Union and the Employer, but each party shall bear the cost of its own expenses and witnesses.

Section 6.5

Arbitrator's Powers

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He/she shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue submitted to arbitration is decided in favor of the Union or the employee, the arbitration award shall not be retroactive earlier than seven (7) calendar days prior to the date that the grievance was first submitted in Step 1. The arbitration award shall be final and binding on the Employer, Union and employees. However, each party reserves all of its legal rights to challenge the arbitration process or awards thereunder, if the arbitrator has or will exceed his jurisdiction.

Section 6.6

Time Computation

The time limits established in the grievance procedure shall be followed by the parties. If the time procedure is not followed by an employee or the Union, the grievance shall be considered withdrawn. If the time procedure is not followed by the Employer, the grievance shall remain active and automatically advance to the next step provided, however, that arbitration shall not occur unless the Union submits written notice of its desire to arbitrate. The time limits established herein may be extended by mutual agreement in writing. In computing dates under the grievance and arbitration procedures, Saturday, Sunday, and holidays shall be excluded.

DISCIPLINARY ACTION

Section 7.1 Union Representation During Disciplinary Action

At any stage of a disciplinary procedure, an employee may be represented by a Steward, a Union officer, or an attorney retained by and for the Union.

Section 7.2 Notice of Disciplinary Action

When any disciplinary action is taken against an employee, the employee shall be given an opportunity for Union representation and then to state his/her position and offer any immediately available evidence to the Sheriff, regarding such discipline. The Sheriff shall take disciplinary action within a reasonable period of time after knowledge of an incident he/she deems necessary of discipline. Any written disciplinary action shall cite, where appropriate, the specific sections of the rules and regulations and/or appropriate law or ordinance which the employee is alleged to have violated.

Section 7.3 Written Incident Reports

An employee may be required to prepare and file a written incident report regarding any incident related to his/her employment with the Department. In the event the incident may constitute a criminal offense, the employee shall be advised, and he/she shall have the right to consult Counsel before filing said report. However, after being given such an opportunity, the employee shall be required to file a report concerning the incident for administrative and disciplinary purposes, but such report shall not be offered as evidence in a criminal proceeding.

Section 7.4 Appeal of Disciplinary Action

If an employee disagrees with a disciplinary action taken against him/her, he/she may, within five (5) work days of the imposition of the disciplinary action, file a grievance.

Section 7.5 Discipline for Just Cause

The Employer and Union subscribe to the doctrine of progressive discipline. The Employer shall not discipline, discharge nor suspend without pay any employee except for just cause. Discharge must be by proper written notice to the employee and the Union citing specific charges.

In imposing any discipline, the Employer will not base its decision upon any written reprimand imposed more than one (1) year previously nor on any disciplinary suspension imposed more than two (2) years previously.

Discharge must be by proper written notice to the employee and the Union citing specific charges.

Section 7.6

Verbal Reprimand

The procedure as outlined above shall be applicable in all disciplinary procedures except for verbal reprimands which are exempt from the provisions of this Agreement. Verbal reprimands may be used but shall not be considered disciplinary actions for the purposes of this Agreement.

Section 7.7

Re-Assignment

The department may, at its discretion, reassign an employee while an investigation of possible wrongful behavior is completed. Such assignment shall be without prejudice.

Section 7.8

Inactivation

If any member shoots, while in the line of duty, another person, that member may be inactivated, receiving full pay and benefits for a period of up to three (3) days except during periods of emergency, unless such action is cause for disciplinary action. During the three (3) days, the employee must make himself/herself available for investigative purposes.

JOB ASSIGNMENTS

Section 8.1

Job Assignments

The Sheriff reserves the right to assign all personnel to the assignment he feels the officer is most qualified to perform.

HOURS OF WORK

Section 9.1

Work Schedule

The Sheriff reserves the right to maintain and make the most effective use of personnel within the Professional Command Association. However, employees will normally be assigned to a regular schedule as determined by the Sheriff, except in cases of emergency or critical departmental operational needs.

Section 9.2

Supplementary Employment

No employee may engage in other employment which in any way causes a conflict of interest or materially diminishes the performance of County duties. All supplementary employment shall be approved in writing in advance by the Sheriff. Requests for approval of supplementary employment shall be answered by the Sheriff within seven (7) calendar days from the date such request was made in writing. The Sheriff agrees to enforce this supplementary employment policy in a fair and consistent manner. Employment by any other police agency shall be prohibited unless specifically authorized in writing by the Sheriff.

LAYOFF AND RECALL

Section 10.1

Layoff

- A. In case of layoff or reduction of the number of personnel in the classification of Captain, the Captain with the least amount of seniority as defined in Section 5.1 shall be laid off first.
- B. In the event it becomes necessary to reduce the number of Captains in this department, such reduction shall not be accomplished without first discussing its effects with employee representatives.

Section 10.2

Recall

When the work force is to be increased after a layoff, employees will be recalled in reverse order of layoff, provided the employees recalled are able to perform the available work and are still on layoff and have not returned to work in another classification.

- A. Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address.
- B. Employees will be granted up to one (1) week to return to work upon request.
- C. Employees shall be carried on the seniority list for two (2) years or length of seniority, whichever is less.
- D. Employees shall notify the Employer of his/her intent to return to work within three (3) days of his/her receipt of notice to return.

FAMILY AND MEDICAL LEAVE ACT APPLICATION

Section 11.1

Family and Medical Leave Act Application

- A. The Employer shall abide by the provisions of the Federal Family and Medical Leave Act of 1993 for eligible employees as defined in the Act.
- B. To the extent that the Act allows either the Employer or the Employee to substitute any accrued paid annual leave, and accrued paid sick leave for any of the leave provisions under the Act, nothing in this Agreement shall be construed to preclude such right of substitution.
- C. To the extent that the leave provisions under Section 15, Vacations (annual leave); Section 14, Sick Leave; and Section 12, Leaves of Absence Without Pay provide for leave time for purposes also provided by the Act, such leave time up to twelve work weeks in any twelve-month period shall be credited toward the leave time allowed by the Act.

- D. For purposes of any leave provided for by the Act which is also provided for in this Agreement, those provisions of the Act relating to notice, medical certification and restoration of work will apply to the leave.
- E. A claimed violation of the Act or this section shall be subject to the grievance procedure up to, but not including arbitration, the intent being that any such claim shall be settled through procedures in the Act unless mutually agreed otherwise.

LEAVES OF ABSENCE WITHOUT PAY

Section 12.1 **Definition of Leave of Absence Without Pay**

- A. A Leave of Absence Without Pay is a predetermined amount of time off from work, without pay, which has been approved by the employee's Department Head and approved by the Personnel Department. All time, for which a full-time County employee is to be continued as an employee, but not paid, shall be considered as a Leave of Absence Without Pay, whether it be one day or the maximum time allowable under the reason for the leave.
- B. The fact that a Leave is possible does not mean that the requested Leave must be granted. A Leave of Absence deprives the employee's department of the services of an employee, who it is assumed is needed if the department is to properly do its job. Leaves of Absence Without Pay, except in the case of disciplinary leaves, should be considered as a privilege and the best interests of the department and the County Service must be the determining factors in whether such leaves are granted or not.
- C. In granting an employee a Leave of Absence Without Pay, the Department Head makes a commitment to allow the employee to return to work at the end of the leave to the same duties and the same salary that the employee was performing and earning when he/she went on leave. Any substitutes hired to fill in for employees on Leaves of Absence Without Pay, should be hired accordingly.
- D. When granted a Leave of Absence Without Pay, the employee is committed to return to work at the end of the Leave.

Section 12.2 **Effect of Leaves Without Pay**

During a Leave of Absence Without Pay, the employee:

- 1. Does not receive pay from the County.
- 2. Does not earn Annual Leave.
- 3. Does not earn Sick Leave.

4. Does not get paid for Legal Holidays occurring during the Leave.
5. Has no time deducted from Annual Leave or Sick Leave to cover the time off on the Leave of Absence Without Pay.
6. Remains a member of the Michigan Municipal Employees' Retirement System but cannot withdraw retirement contributions while on Leave of Absence, only on separation; and cannot pay retirement contributions.
7. The employee does not earn credit toward the Service Increment Plan or credit toward the rate of Annual Leave or Sick Leave accumulation for the period covered by the Leave.
8. Must pay any group hospitalization premiums falling due during any month in which the employee has not worked at least one week. (Such premiums are normally paid by the County for eligible employees.) Employees on such Leaves should contact Payroll.
9. Will retain full coverage for up to six months under the Employees' Group Life Insurance Plan. If the employee fails to return to active County employment by the end of the approved Leave of Absence Without Pay, the employee's group life insurance coverage is terminated regardless of the six months limitation.

Section 12.3

Types of Leave Without Pay

- A. To cover time off because of personal illness beyond that covered by earned Sick Leave with pay.
 1. To be used when the employee has exhausted his/her accumulations of earned Sick Leave with pay and earned Annual Leave.
 2. Not to exceed sixty calendar days for any one leave, but may be renewed.
 3. To be granted only on the written recommendation of the employee's physician.
- B. To cover time off because of a compensable injury beyond that covered by Sick Leave with pay and Annual Leave with pay.
- C. To cover time off while running for County Elected Office filled by partisan election. If such a Leave is requested, it must be granted, except no more than two Leaves may be granted for the purpose of running for elected office in any one calendar year and each leave must be no less than fifteen calendar days nor more than thirty calendar days.

- D. To cover disciplinary leaves (suspensions without pay) as covered in Section 7, Disciplinary Actions.
- E. To cover time off for educational purposes where such educational training is directly related to the employee's present or future duties as a County employee, not to exceed 120 days.
- F. To cover time off for personal reasons not to exceed sixty (60) days for any one leave, but may be renewed.

Section 12.4 Return from a Leave Without Pay

- A. For Leaves of Absence granted under Section 12.3, A, the employee shall provide a doctor's written verification as evidence of the employee's ability to return to work. If the Sheriff requires additional medical information, the employee shall sign a release authorizing same. For Leaves of Absence granted under Section 12.3, B, the Employer's physician shall provide written verification as evidence of the employee's ability to return to work. For Leaves of Absence granted under Section 12.3, C through F, the employee shall return to work on the approved return to work date.
- B. If an employee fails to return to County employment at the end of a Leave of Absence Without Pay, and no extensions of the leave are granted, the employee must submit a resignation from County service. Failure to contact the Sheriff at the end of the leave shall be grounds for labeling the separation from County service as a voluntary resignation.

SPECIAL LEAVES

Section 13.1 Bereavement Leave

Employees will be granted up to three (3) days leave with no loss of compensation because of the death of the employee's spouse, child, parent, step-parent, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparents, or anyone who raised the employee from childhood. One (1) day with pay may be granted for a military funeral in which an employee is an official participant. In the event of lengthy travel, sick leave up to a maximum of three (3) days may be used, in addition to the above.

Written proof of relationship, death, and/or funeral location may be required by the Employer prior to final approval of such leave.

Section 13.2 Jury Duty Leave

Employees on jury duty or subpoenaed as witness, except where such subpoena is the result of secondary employment, shall be paid by the Employer an amount equal to the difference between the amount of wages the employee would have earned by working during straight time hours for the Employer on that day and the daily jury duty fee paid by the

courts, not including traveling allowances or reimbursement of expenses, for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled for work for the Employer. Such time will not be charged against the employee's annual leave or sick leave. An employee on a jury panel or appearing as a witness shall return to work for the balance of the day when he/she is excused by the court from further attendance.

SICK LEAVE

Section 14.1

Sick Leave Benefits

Eligible employees shall accumulate Sick Leave as follows:

Years of Service	Days Sick Leave Per Pay Period	Earned in 12 Months	Maximum Sick Leave Accumulation
0 - 10	.4615	12	Unlimited
10 -	.6923	18	Unlimited

- A. Upon termination and after completing at lease one (1) continuous full year of employment, accumulated sick leave shall be compensated for on the basis of one-half (1/2) of accumulated unused sick leave and paid at the employee's current rate of pay not to exceed one hundred eighty (180) days.
- B. Upon retirement, as defined by the State of Michigan Municipal Employee Retirement System (MERS), accumulated sick leave shall be compensated for on the basis of three-quarters (3/4) of the accumulated unused sick leave and paid at the employee's current rate of pay, not to exceed one hundred eighty (180) days.
- C. A day of sick leave shall be cancelled for each day an employee is off sick during a normal work week.

Section 14.2

Use of Sick Leave

Sick leave may be taken after six (6) months of employment for the following reasons:

- A. Any illness an employee may contract, or any exposure to contagious disease he may experience in which the health of others may be endangered by his/her attendance at duty, or a critical illness to spouse or child.
- B. For compensable injury or illness, to supplement the Worker's Compensation Benefits, to equal such employee's regular rate of pay, charged against sick leave bank.
- C. Any non-duty connected disability an employee may sustain, except for an injury that may be sustained while being in the

employ of another during his off-duty time which is covered by Worker's Compensation, furnished by the other employer.

Section 14.3 Pay for Day of Injury

If an employee becomes injured during his tour of duty, he/she shall be paid for that day and it shall not be deducted from his/her Sick Leave credits.

Section 14.4 Medical Leave

- A. Physician's Verification. A doctor's written verification may be required as evidence of an employee or family illness as outlined in Section 12.4 or any injury that prevented his attendance at work for a period in excess of three (3) continuous days. Falsification of such evidence will be sufficient cause for disciplinary action. The employee will sign a medical release if additional medical evidence is required by the Sheriff.

- B. Sick Leave During Vacation. If an employee becomes ill while on vacation, the use of sick leave shall be granted only if a doctor's written verification is submitted describing the illness, the length of incapacity and further evidenced by a receipted bill for services of the attending physician. The employee shall return to work on the originally scheduled return date unless that date is changed by his/her Department Head.

- C. Medical Examination. Employees suffering from a chronic or recurring illness necessitating absences in excess of the absences for which sick pay is payable may, at the Employer's option, be required to submit to an examination by a physician chosen by the Employer. If corrective surgery or other therapy is recommended to remedy or alleviate such illness and the employee does not submit to such surgery or therapy within a reasonable time, he or she may be discharged due to such physical disability.

VACATIONS

Section 15.1 Vacation Benefits

Permanent employees shall accumulate vacation days in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Accumulation</u>	<u>Days Per Pay</u>	<u>Maximum Accumulation*</u>
1 - 5	13 days	.500	26
6 - 10	16 days	.615	32
11 - 15	19 days	.731	38
16	20 days	.769	40

HOLIDAYS

Section 16.1 Recognized Holidays

The following days shall be recognized as holidays:

New Year's Day	Veterans' Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
	Employee Birthday

Section 16.2 Designated Holidays

If the holiday falls on Sunday, the following day, Monday, shall be observed. If the holiday falls on Saturday, the preceding Friday shall be observed.

Section 16.3 Holiday Pay

Holiday pay is defined as eight (8) hours at the employee's regular hourly rate. To be eligible for holiday pay, the employee must work his/her last scheduled day before and his/her first scheduled day after the holiday. Those employees who are absent because of a bona fide illness must present a doctor's certificate before pay will be allowed. An employee on an authorized vacation or sick leave shall be eligible for holiday pay only so long as he/she has accumulated sick leave or vacation time.

Section 16.4 Birthday Holiday

The Sheriff reserves the right to substitute another day for the employee's birthday if, due to the number of birthdays occurring on the same day, the complement of the department is adversely affected.

COMPENSATION

Section 17.1 Classification and Wage Rates

The wages for employees covered by this Agreement are set forth in Appendix A and made a part hereof.

Section 17.2 Longevity

Compensation for continuous service with the County shall be provided on the basis of the following schedule:

Years of Continuous Service as of	<u>Amount of Payment</u>			
	<u>July 1 each Year</u>	<u>July</u>	<u>December</u>	<u>Total</u>
5 - 9		\$ 60.00	\$ 60.00	\$120.00
10 - 14		120.00	120.00	240.00
15 - 19		180.00	180.00	360.00
20 - 24		240.00	240.00	480.00
25		300.00	300.00	600.00

Longevity payments shall be paid where applicable in July and December. Employees must be in pay status as of July 1 and December 1 in order to be eligible for longevity payments. If an employee is not in pay status at the required dates, he/she will be paid a pro-rata payment based on hours worked during the period.

An employee on leave of absence without pay during the period or who retires under MERS during the period, will be paid a pro-rata payment based on hours worked during the period. An employee who separates from County service during the period for any other reason, shall receive no payment.

Section 17.3

Merit Increases

Merit increases will be granted or denied in accordance with the outcome of evaluation interviews and ratings. When the results of such evaluation are objected to, such evaluation may be subject to the grievance procedure.

INSURANCE

Section 18.1

Medical Insurance

The Employer will make available hospitalization and medical insurance coverage to eligible employees through Blue Cross/Blue Shield, Physician's Health Plan, Care Choices or Blue Care Network as such coverage is available to Muskegon County Government.

Effective the beginning of the month following execution of the contract, each employee enrolled in an Employer-provided Medical insurance plan shall pay a ten dollar (\$10.00) per month premium co-payment through regular payroll deduction, which deduction is hereby authorized by this Agreement.

Section 18.2

Life Insurance

The County agrees to provide straight term life insurance coverage for each permanent employee in the amount of not less than ten thousand dollars (\$10,000.00), but equal to the employee's salary rounded to the next higher thousand.

Section 18.3

Retirees Insurance

The Employer shall provide hospitalization and medical insurance for individual retirees who go from County employment immediately into retirement under the MERS Plan. "Immediately into retirement" would include leaving from an approved leave of absence. In addition, active retiree's dependents will be allowed to participate in the County's group health insurance programs, but the cost for coverage for any retiree's dependents shall be paid by the retiree.

The county will pay for individual retiree's coverage based on the following schedule:

<u>Years of Continuous Service at Date of Retirement</u>	<u>Percentage of Individual Retiree Coverage Paid by County</u>
<u>Years</u>	<u>Percentage</u>
10	40
11	44
12	48
13	52
14	56
15	60
16	64
17	68
18	72
19	76
20	80
21	84
22	88
23	92
24	96
25	100

Years of continuous service shall include all years of County employment. The cost of individual retiree coverage above the percentage shown on the schedule shall be paid by the retiree.

Section 18.4

Dental Insurance

Effective 1995, the Employer will provide Delta Dental Plan D insurance coverage at a cost to the Employer not to exceed thirty-one dollars (\$31) per subscriber per month. Effective on January 1, 1996, the Employer will provide Delta Dental Plan D insurance coverage at

a cost to the Employer not to exceed thirty-four dollars (\$34) per subscriber per month. Any premium in excess of the premium amount described above shall be paid for by the individual employee through regular payroll deduction, which deduction is hereby authorized by this Agreement.

Section 18.5 Bonds and Liability Insurance

All employees hired must be bondable as a condition of employment or continued employment. The Employer shall provide Police Professional Liability Insurance with limits of \$500,000 per person and \$500,000 per incident to cover all Command Officers.

The Employer shall provide to each employee of the bargaining unit such legal assistance as provided by existing insurance coverage as shall be required or needed as a result of the acts occurring when and while said employee is in the performance of police duties and responsibilities. This shall apply to all Civil Suits and criminal prosecutions. Unless there is a conflict of interest, the Corporation Counsel's office shall be used.

Section 18.6 Additional Premiums

Any additional premiums for insurance coverage above and beyond that described above shall be paid for by the individual employees, through payroll deduction, such deduction being hereby authorized by this Agreement.

Section 18.7 General Insurance Provisions

It is understood that the parties have negotiated and agreed on the types of insurance protection listed below. While for the sake of simplicity, reference is made in some instances to the specific plan of a named insurance carrier, the Employer has retained the right to contract with any other insurance carrier or to self-insure any or all insurance plans. Each employee shall complete and submit all papers and forms required by the insurer.

Section 18.8 Insurance Coverage Limitation

Medical dental and life insurance coverage will become available and effective for new employees six (6) calendar months after date of hire into a permanent position and upon successful completion of the probationary period. This limitation provision does not apply to a current employee promoted into a bargaining unit position without a break in County service.

MISCELLANEOUS

Section 19.1 Acceptance of Gifts

No employee shall accept loans, gifts, money or goods, services or other preferred arrangements for personal benefits under any circumstances directly involving influence upon the manner in which

he/she performs his/her work, makes his/her decisions, or otherwise discharges his/her duties as a County employee.

Section 19.2 Loss or Damage by Employee

Employees shall not be charged for loss or damage to County equipment and/or property unless clear proof of negligence is shown.

Section 19.3 Uniform Allowance

A. Uniform Complement. The Employer will provide each uniformed Captain who is required to wear and continuously maintain prescribed items of uniform clothing and personal equipment, the following items of clothing and equipment issued as required per officer's assignment:

- | | |
|---------------------------------|-------------------------------|
| One summer hat | One set of collar brass |
| One winter/spring coat combined | One set of rank shoulder bars |
| Two winter shirts | One pair of overshoes |
| Two summer shirts | One holster |
| Two neckties | One pair winter gloves |
| Two trousers | One tie clasp |
| One waist belt | Two badges |
| Two name bars | One standard service revolver |
| One hat badge | |

B. Clothing Allowance. In each year of the Agreement, each employee required to wear a uniform will receive a uniform maintenance allowance of \$350 per year. Employees assigned to plainclothes will receive \$550 per year. Effective in 1994, employees assigned to plainclothes will receive \$600 annual clothing maintenance allowance.

Employees who terminate within the year subsequent to receipt of the uniform maintenance allowance payment will reimburse the Employer for that portion of uniform maintenance allowance payment attributed to the time subsequent to the termination, which such reimbursement being made as a deduction from the employee's final paycheck.

C. Clothing Replacement. Articles of uniform clothing and personal equipment rendered unserviceable by virtue of normal wear and damage in the line of duty will be replaced as needed by the Employer. The Sheriff of Muskegon County shall determine when replacement is necessary. Worn or damaged articles shall be surrendered to the Sheriff upon replacement of same.

All present uniform clothing and equipment (not to exceed the basic uniform listed above) and future procurement and replacement of uniform clothing and equipment shall become and shall remain the property of the Employer.

D. Surrender of Uniform. Upon termination of employment with the Muskegon County Sheriff's Department, all uniform clothing and personal equipment shall be surrendered to the Muskegon County

Sheriff prior to the issuance of the final paycheck. Serviceable equipment so surrendered may be re-issued to a new officer of the same or approximately the same measurements.

- E. Cleaning and Laundry. All Employees covered by this Agreement shall be personally responsible for proper cleaning, altering, and laundry of the items provided.

Section 19.4 Sheriff's Department Personnel File

- A. An employee's Personnel file shall be kept under the direct control of the office of the Sheriff or Undersheriff.
- B. The Employer shall not allow anyone other than Sheriff's Department personnel, or its legal counsel, to read, review, have a copy of or in any way review in whole or part, employee's personnel file or any document which may become part of his/her file not including, however, job application, sick and vacation records, discipline action forms, pay records, fringe benefits or any matter which is customarily kept by the County unless legally subpoenaed.
- C. A member may by right review his/her own personnel file (or in writing authorize another to review his/her personnel file), as to its total content except the background investigation report upon request to the Sheriff so long as it is reasonably exercised.
- D. All personnel files shall be kept and maintained in the confines of the Sheriff's Department so as to secure their privacy.

Section 19.5 Retirement Plan

Upon execution of this contract, the County agrees to provide to permanent employees, except as modified elsewhere in this Agreement, and at no cost to the employees, the State of Michigan Municipal Employees Retirement System Plan known as Benefit Program B-2, with Benefit Program identified as F55 (25) as described in the Michigan Municipal Employees Retirement Act.

Section 19.6 Separability and Savings Clause

If any section of this agreement or of any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any riders thereto, or the application of such section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into collective bargaining

negotiations upon the request of the Union for such sections during the period of invalidity or restraint for the purpose of arriving at mutually satisfactory replacement.

There are no agreements which are binding on either of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on either of the parties until it has been put in writing and signed by the parties.

Section 19.7 Captions

The title of each section or sub-section are for identification purposes only and shall not be a substantive part of this Agreement.

Section 19.8 Benefit Program Compensation Limitations

No benefit program or combination of benefit programs shall allow an employee to be compensated at a rate in excess of the hourly base rate of pay the employee would receive if working and in pay status.

Section 19.9 Election of Remedies

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this Agreement. If an employee elects to use the grievance procedure provided in this Agreement and subsequently elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

Section 19.10 Validity

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, other established governmental administrative tribunal or regulatory agency, such invalidation shall not affect the remaining portions of this Agreement.

There are no other agreements which are binding on either of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on either of the parties until it has been put in writing and signed by the parties.

Section 19.11 Waiver

The agreement expressed herein, in writing, constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions. The parties acknowledge that 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. Each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or 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 parties at the time they negotiated or signed this Agreement.

DURATION

Section 20.1

Term of Agreement

This Agreement shall be in full force and effect from the date hereof to and including December 31, 1996. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to the expiration of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

In the event of war, declaration of emergency, or imposition of civilian controls during the life of this Agreement, either party may reopen the same upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours. If governmental approval of revision should become necessary, all parties will cooperate to the utmost to attain such approval.

The parties agree that notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law.

IN WITNESS THEREOF, the parties hereto have hereunder set their hands and seals this 9th day of May, 1995.

COUNTY OF MUSKEGON

Kenneth J. Hulka
Kenneth J. Hulka, Chairman
County Board of Commissioners

Ruth Stevens
Ruth Stevens, County Clerk

SHERIFF OF MUSKEGON COUNTY

Robert L. Carter
Robert L. Carter, Sheriff

PROFESSIONAL COMMAND ASSOCIATION

Robert W. Baker

Philip A. Merrill

Darryl R. Cochrane
Darryl R. Cochrane
Attorney for the Union

ADDENDUM TO AGREEMENT
(SHERIFF COMMAND UNIT)
APPENDIX A

Effective the first full pay period following January 1, 1992: (4%)

CLASS CODE	OT	A	B	C	D	E	F	G	H	I
0855-825	N	ANNUAL	37,444	39,206	41,055	42,994	45,040			
CAPTAIN		BI-WEEKLY	1440.16	1507.92	1579.04	1653.60	1732.32			
		HOURLY	18.002	18.849	19.738	20.670	21.654			

Effective January 1, 1993: (3%)

CLASS CODE	OT	A	B	C	D	E	F	G	H	I
0855-825	N	ANNUAL	38,567	40,381	42,286	44,283	46,392			
CAPTAIN		BI-WEEKLY	1483.36	1553.12	1626.40	1703.20	1784.32			
		HOURLY	18.542	19.414	20.330	21.290	22.304			

Philip Marcil will receive the step H pay rate (\$16.626/hour) for Sheriff Deputy from January 1, 1993, until June 20, 1993. Effective June 21, 1993, Philip Marcil will receive the step A pay rate (\$18.542/hour) for Captain as shown above.

Effective January 1, 1994: (3.5%)

CLASS CODE	OT	A	B	C	D	E	F	G	H	I
0855-825	N	ANNUAL	39,917	41,793	43,767	45,833	48,017			
CAPTAIN		BI-WEEKLY	1535.28	1607.44	1683.36	1762.80	1846.80			
		HOURLY	19.191	20.093	21.042	22.035	23.085			

Effective the first full pay period following January 1, 1995: (2%)

CLASS CODE	OT	A	B	C	D	E	F	G	H	I
0855-825	N	ANNUAL	40,716	42,630	44,643	46,750	48,978			
CAPTAIN		BI-WEEKLY	1566.00	1639.60	1717.04	1798.08	1883.76			
		HOURLY	19.575	20.495	21.463	22.476	23.547			

Effective the first full pay period following July 1, 1995: (1%)

CLASS CODE	OT	A	B	C	D	E	F	G	H	I
0855-825	N	ANNUAL	41,124	43,056	45,090	47,218	49,467			
CAPTAIN		BI-WEEKLY	1581.68	1656.00	1734.24	1816.08	1902.56			
		HOURLY	19.771	20.700	21.675	22.701	23.782			

Effective the first full pay period following January 1, 1996: (2%)

CLASS CODE		JT	A	B	C	D	E	F	G	H	I
0855-825	N	ANNUAL	41,945	43,917	45,993	48,162	50,457				
CAPTAIN		BI-WEEKLY	1613.28	1689.12	1768.96	1852.40	1940.64				
		HOURLY	20.166	21.114	22.112	23.135	24.238				

Effective the first full pay period following July 1, 1996: (1%)

CLASS CODE		DI	A	B	C	D	E	F	G	H	I
0955-325	N	ANNUAL	42,365	44,356	46,453	48,645	50,962				
CAPTAIN		BI-WEEKLY	1629.44	1706.00	1786.64	1870.96	1960.08				
		HOURLY	20.368	21.325	22.333	23.387	24.501				

