

6270

12/31/2000

AGREEMENT

Between

IONIA COUNTY BOARD OF COMMISSIONERS  
AND THE IONIA COUNTY SHERIFF

-and-

POLICE OFFICERS LABOR COUNCIL  
IONIA COUNTY SHERIFF DEPARTMENT DEPUTY DIVISION

*Janice, County of*

June 1, 1997, through Dec 31, 2000

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## AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Ionia County Board of Commissioners and the Ionia County Sheriff, hereinafter called the "Employer," and the Michigan Labor Council, Fraternal Order of Police, Ionia County Sheriff's Department Deputy Division, hereinafter called the "Union."

### ARTICLE 1 - RECOGNITION OF THE UNION

1. Pursuant to and in accordance with all applicable provisions of Act No. 379 of Public Acts of the State of Michigan of 1965, as amended, the Employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered by the bargaining unit.

2. The bargaining unit consists of all regular, full-time employees of the Sheriff's Department of the County of Ionia who occupy any of the classifications set forth in Appendix A attached hereto.

### ARTICLE 2 - MANAGEMENT RIGHTS

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and shall have the sole and exclusive right to manage its department and divisions in all of 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 hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, demote, discharge, layoff and recall personnel; suspension, discipline, and discharge shall be for just cause for non-probationary employees; to establish, amend supplement or delete work rules and regulations; to make judgments to ability and skill of employees; to establish and change reasonable work schedules; to provide and assign relief personnel; to schedule overtime, to continue and maintain its operation as in the past, or to modify or eliminate same, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

### ARTICLE 3 - MANAGEMENT SECURITY

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

### ARTICLE 4 - UNION BARGAINING COMMITTEE

1. The bargaining committee of the Union will include not more than three (3) representatives, two (2) of whom shall be members of the Union and one (1) shall be a non-member, who shall be designated by the Union.

2. Should a negotiation session be scheduled during the on-duty hours of a Union member, the bargaining member shall be paid his straight time rate for all on-duty hours spent in that negotiating session. He shall also be credited with the number of hours spent in bargaining during his scheduled on-duty hours as time worked during his tour of duty for that day.

### ARTICLE 5 - UNION SECURITY AND CHECKOFF

1. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, the Union's dues subject to all of the following:

- A. The Union 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.
- B. All checkoff authorization forms shall be filed with the Employer who may return any uncompleted or incorrectly completed form to the Union's Treasurer and no checkoff shall be made until such deficiency is corrected.
- C. All other employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a percentage of the membership dues which sum shall be less than one hundred (100%) percent of said dues and which sum shall accurately represent the amount for said employee due the Union as their fair share of

- costs attributable to negotiating the terms of this Agreement, which sum shall not include, by way of example, but not by way of limitation, state, national, or other dues and assessments or other amounts for other Union activities.
- D. The Employer shall checkoff only obligations which come due at the time of checkoff, and will make checkoff deduction 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 Union.
  - E. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.
  - F. Any employee covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the Employer and the amount owing the Union shall reflect accordingly with the next payment from the employee due the Union.
  - G. The Union shall provide at least thirty (30) days written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the wages of the County employees as in accordance with this Article. Any change in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.
  - H. The Union agrees to indemnify, defend, and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues and representation fees or in reliance on any list, notice, certification, or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.
  - I. The Union shall exclusively use the following checkoff authorization form as herein provided for:

**CHECKOFF AUTHORIZATION FORM**

Police Officers Labor Council  
Ionia County Division

I hereby request and authorize you to deduct from my wages hereafter earned by me while in the County's employ, my POLC dues of \$\_\_\_\_\_ per month. The amount deducted shall be paid to the Treasurer of the Union, according to the Agreement reached between the Employer and the Union.

This authorization shall remain in effect until by written notice to the Employer, I request its revocation.

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PRINT:	Rank	Last Name	First Name	Middle Initial
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Date deduction is to start:

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Month	Year
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Signature

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Address

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City	State
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**ARTICLE 6 - GRIEVANCE PROCEDURE**

1. For the purposes of this Agreement, a "grievance" is defined as an alleged violation of the specific terms of this Agreement by an employee or the Union.

2. All grievances shall be in writing and shall include: time, date, the alleged contractual violation or written rule or regulation that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired, and the signatures of the Grievant and the Union representative.

Step 1. Grievances shall be presented promptly, and in all cases, no later than seventy-two (72) hours after the date the grievance occurred, or seventy-two (72) hours from the time the employee should have reasonably known he had grounds for a grievance.

The grievance shall first be presented to the employee's immediate supervisor (not, however, a bargaining unit employee). The employee's immediate supervisor shall acknowledge receipt of the grievance with his signature and by entering the time and date received. A copy of the acknowledged grievance shall be returned to the Grievant or his representative.

The employee's immediate supervisor shall give his written answer within seventy-two (72) hours after receipt of the grievance.

Step 2. If the answer in Step 1 is unsatisfactory, the Grievant and the Union

may, within three (3) days from receipt of the Step 1 answer, appeal the matter to the Sheriff. This appeal must be signed by the Grievant and the Union. The Sheriff shall give his written answer within seventy-two (72) hours after receipt of the appealed grievance.

Step 3. If the answer in Step 2 is unsatisfactory to the Grievant, the Grievant and the Union may within three (3) days from receipt of the Step 2 answer, appeal the matter to the Law Enforcement committee of the Ionia County Board of Commissioners. This appeal must be signed by the Grievant and his Union representative.

The Law Enforcement Committee shall as soon as reasonably possible but no later than twelve (12) days after receipt of this appeal by the Chairman of the Law Enforcement Committee in the case of appeals involving suspension or discharge and thirty (30) days in all other cases, schedule a meeting to hear the dispute and render a written decision. (This period shall not include Saturdays, Sundays, or holidays). This meeting shall, at the option of the Union, include or not include its non-Union member.

Any decision rendered by the Law Enforcement Committee, that is satisfactory to the Grievant, shall be final and binding upon the Union and upon all concerned and involved County Officials, either elected or appointed, including, but not limited to, the Sheriff, the Undersheriff, and any of their designated representatives.

Step 4. If the decision of the Law Enforcement Committee is unsatisfactory to the Grievant, he may, with the approval of the Union, appeal the matter to arbitration.

Within seven (7) days from receipt of the decision of the Law Enforcement Committee, the Union shall file a request in writing for arbitration with the Federal Mediation and Conciliation Service. A copy of such request shall be given to the Sheriff and the Law Enforcement Committee. Upon receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall attempt to choose an arbitrator by mutual agreement.

If the parties do not agree, the arbitrator shall be selected by the parties alternately striking a name from the list until only one (1) name remains, which person shall be selected as arbitrator. The arbitration panel shall include only names of arbitrators within a 100-mile radius of the City of Ionia.

3. The arbitrator shall have no power to amend, add to, alter, ignore, change, or modify any provisions of this Agreement or the written rules or regulations of the Department, and his decision shall be limited to the application or interpretation of the above, and to the specific issue presented to him. However, within the limitations of this

provision, the arbitrator shall have the power to award the remedies he considers appropriate to the circumstances.

The arbitrator shall render his decision in writing as soon after the hearing as possible, and the fee and expenses of the arbitrator shall be borne equally by the parties hereto.

The decision of the arbitrator shall be final and binding upon the parties, including the Union, its members, the employees involved, the County and its Officials, the Board of Commissioners, the Sheriff, and their designated representatives.

4. Time limits set forth in this grievance procedure shall be strictly adhered to unless such time shall be extended by mutual written agreement of the parties. Saturdays, Sundays and holidays shall not be counted for the purposes of submitting written grievances or written decisions. If a time limit is not met in the filing of an appeal of a grievance to the next step, the grievance shall be considered settled on the basis of the decision set forth in the last completed step.

#### **ARTICLE 7 - HOURS AND RATES OF PAY**

1. Full-time employees covered hereby will be scheduled to work an average of forty (40) hours per week. Such hours shall include one (1) lunch break and two (2) coffee breaks, the coffee breaks to be taken in each half of the work shift. Fifteen (15) minutes of the lunch period for sergeants will be unpaid.

The Sheriff, at his discretion, may schedule four (4), ten (10) hour workdays as the normal workweek. Effective December 4, 1998, officers are required to report for duty at the time of their scheduled shift and will be paid respectively from thereon.

2. It is anticipated that the needs of the Department may require an officer to work overtime. Effective December 4, 1998, overtime is defined as work performed by an officer over and above eighty (80) hours in a two-week period when directed and authorized by the Sheriff, or his authorized representative. It does include training sessions, consultations with prosecuting officials, and signing of complaints.

Officers who work overtime shall be compensated according to the following: the Sheriff shall have the option of (1) paying the overtime at the rate of time and one-half (1-1/2) the regular hourly rate, or (2) providing compensatory time off at the rate of time and one-half (1-1/2) off for each hour of overtime worked.

3. Effective December 4, 1998, employees covered hereby who are called back to work after having completed their tour of duty for the day for reasons other than time spent in court testifying, time spent signing complaints, and official documents or writing reports, and attending previously scheduled meetings, shall receive a two (2) hour minimum call back payment at the rate of time and one-half (1-1/2).



4. A monthly work schedule showing the normal work days for every member of the bargaining unit shall be posted by the 15<sup>th</sup> day of the preceding month. Employees shall be scheduled for the same shift per each quarter. The schedule may be changed for scheduling of training, court appearances of two (2) or more days, staffing shortages, or emergencies. Employees may change scheduled days off after the schedule has been posted with permission of the Sheriff.

5. Payments for overtime or call back time shall not be duplicated for the same hours worked as herein provided.

6. Effective December 4, 1998, an off-duty employee in the bargaining unit, when required to appear in court for official Ionia County business, shall receive a minimum of two (2) hours pay at the rate of time and one-half (1-1/2). Any time over the minimum stated time shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay. An off-duty employee in the bargaining unit, for the purposes of this provision, is one who is not scheduled to work during the same hours he is to be in court.

Employees in the bargaining unit required to testify in court shall not be entitled to witness fees, but shall be entitled to mileage if required to use their own car than driving to work on duty days.

7. Any overtime and/or call back time worked by an employee without prior authorization of the Sheriff or his designee will not be compensated for by the terms of this Agreement, it being specifically noted that the authorization of any overtime is discretionary with the Sheriff or his designee.

#### ARTICLE 8 - LONGEVITY

All regular, full-time employees hired on or before February 14, 1989, in the active service of the Employer as of December 1 of any year shall be entitled to receive longevity pay for length of continuous services with the Employer according to the following rules and schedule of payment.

- A. Longevity pay shall be based on full-time, continuous service.
- B. Longevity pay shall be prorated depending on the number of months in the year during which the employee had been in each category.
- C. Longevity payments will be made on the first pay day in December of each year.

<u>Continuous Service</u>	<u>Annual Longevity Pay</u>	
	<u>Deputy</u>	<u>Sergeant</u>
5 but less than 7 years	\$ 735	\$ 771
7 but less than 11 years	1,225	1,285

11 but less than 15 years	1,715	1,799
15 years or more	2,205	2,313

D. Employees hired after February 14, 1989, will not receive longevity pay.

**ARTICLE 9 - LIFE INSURANCE**

The Employer will pay the premiums to provide the full-time Deputy Sheriffs and Sergeants covered by this Agreement who have not attained the age of 65 with life insurance of \$10,000 and accidental death insurance of \$20,000. (Benefit amounts described above in this paragraph reduce after a participant attains age 65). Details of the life insurance may be obtained from the County Clerk's office.

**ARTICLE 10 - RETIREMENT BENEFITS**

The Employer will continue the existing retirement plan with Aetna Life Insurance Company. The plan provides that the normal retirement date for deputies (including sergeants and detectives) will be the earlier of age sixty-five (65) or age fifty-five (55) with twenty-five (25) years of service under the plan. The plan will be provided through an Immediate Participation Guarantee (IPG) contract between the County and Aetna Life Insurance Company. Participation in the plan is voluntary. Employees participating contribute three percent (3%). Upon completion of the application process, the retirement plan will be modified to the Michigan Municipal Employees Retirement System (MERS) Plan B-3 with F55/25 with eight (8) year vesting. Effective December 4, 1998, the employee contribution will decrease to three percent (3%). The transition from the Aetna plan to the MERS plan is subject to certain understandings agreed during negotiations for this Collective Bargaining Agreement. For employees hired prior to August 3, 1994, participation in the MERS plan is voluntary. For employees hired after August 3, 1994, participation in the MERS plan is mandatory.

**ARTICLE 11 - LIABILITY INSURANCE**

The Employer will continue the present liability insurance for employees of the Sheriff's Department. However, should there be any changes in the County's liability program such changes will be applied to the Sheriff's Department.

**ARTICLE 12 - SENIORITY**

1. Seniority is defined as the length of continuous service with the Employer since the employee's most recent date of hire. When an employee completes the probationary period, he shall be entered on the seniority list from the most recent date of hire. If two (2) or more employees are hired on the same date, seniority ranking shall be determined by drawing names from a hat. There shall be no seniority among probationary employees. The application of seniority shall be limited to the preferences and benefits

specifically recited in this Agreement.

2. The Employer shall maintain a roster of employees, arranged according to seniority showing name, position class, and seniority date, and shall furnish a copy to the Union the first month of each year or as soon as practicable the first year.

3. An employee shall lose his status as an employee and his seniority if:

- A. He resigns or quits.
- B. He is discharged or terminated with just cause.
- C. He retires.
- D. He is convicted of a felony or circuit court misdemeanor.
- E. He has been on layoff for a period of time equal to his seniority at the time of his layoff or eighteen (18) months, whichever is lesser.
- F. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for two (2) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.
- G. He fails to complete the mid-Michigan Police Academy Training School satisfactorily.

4. An employee on unpaid medical leave (other than workers compensation) for more than eighteen (18) months shall not continue to accrue seniority.

### **ARTICLE 13 - PROBATIONARY PERIOD**

When a new employee is hired in the unit, he will be considered a probationary employee for the first six (6) months of actual work or the equivalent of 1040 hours of actual work on a continuous, regular, full-time employment basis after completion of the mid-Michigan Police Academy Training Program. All other employees in the bargaining unit shall be considered probationary employees for the first six (6) months from his or her most recent date of hire.

A probationary employee may be discharged at any time by the Sheriff in his sole discretion and is an employee at-will. Such discharge shall not be subject to the grievance procedure. If the Sheriff, in his discretion, determines he needs additional time to evaluate a probationary employee's performance, he may extend the probationary period for up to an additional six (6) months. If the Sheriff determines to extend the probationary period,

he will provide the employee a written statement of the reasons for the extension.

#### **ARTICLE 14 - NEW OR CHANGED JOBS**

If a new classification is established within the unit, the Employer will notify the Union prior thereto. The rate for such job shall be subject to collective bargaining.

In the event a new position is created or a job opening occurs within the bargaining unit, the employees will be given an opportunity to transfer on the basis of qualifications, ability to perform the work, and seniority.

#### **ARTICLE 15 - EXPERIENCE**

New employees shall be given credit on the salary schedule upon completion of the probationary period for prior experience which qualified him under the Sheriff's Department job duties.

#### **ARTICLE 16 - LAYOFF AND RECALL**

1. A layoff is defined as a reduction in the work force.

2. When it is necessary to reduce the size of the work force, probationary employees within the affected classification shall be laid off first, then employees with the least seniority in that classification shall be laid off, provided, however, the senior employee retained is qualified, has the ability to perform the work, and can work the schedule required. An employee who is laid off from his classification (Appendix A) will be permitted to displace an employee in another classification (Appendix A) with less seniority provided he is qualified (in the Employer's judgment) and can work the schedule required.

3. An employee who is laid off will have his name remain on the recall list for a period of time equal to his seniority at the time of his layoff or eighteen (18) months, whichever is lesser. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Department before other persons are selected for employment or promotion in those ranks.

4. Employees to be recalled from layoff shall be given a minimum of five (5) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in 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 eligible lists.

5. Employees to be laid off indefinitely are to be given at least one (1) calendar week prior notice.

6. Employees who are laid off will be entitled to any earned, but unused vacation pay at such time as they are laid off.

### ARTICLE 17 - SCHEDULED DAYS OFF

1. Because Officers are required to work regardless of calendar weekends; i.e., Saturdays and Sundays, the Employer grants off in lieu thereof and refers to these as "scheduled days off."

2. The Employer agrees to continue its practice of scheduling to provide that the employee is scheduled off a total of one hundred and four (104) days per year. No employee shall be scheduled to work more than eight (8) consecutive days without a scheduled day off.

3. Employees covered hereby may change a scheduled day off after the schedule has been posted, if they receive permission from the Sheriff.

4. Scheduled days off, as herein provided for, may be postponed for emergency purposes, however, the employee shall receive time and one-half (1-1/2) at the discretion of the Employer.

### ARTICLE 18 - SICK LEAVE

1. Each full-time employee covered hereby shall earn sick leave credit at the rate of eight (8) hours with pay for each completed month of service beginning with his date of hire, provided, however, that no employee may use, or have paid out, his or her sick leave until after completion of their probationary period.

Unused sick leave credit shall be cumulative to a maximum of seven hundred, twenty (720) hours.

After accumulation of seven hundred, twenty (720) hours, an employee will be credited with additional sick leave as provided in section 1 of this Article, and any additional sick days so credited to that employee and not used will be paid at one-half (1/2) on the employee's next anniversary date to reduce the accumulation down to seven hundred, twenty (720) hours.

3. An employee eligible for sick leave may use such leave upon approval of the Sheriff for absence due to the employee's illness or injury. An employee taking sick leave shall inform his immediate superior of the fact and the reason thereof as soon as possible, and failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The Sheriff may require proof of medical treatment when he deems it appropriate.

4. Absence for a fraction or a part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not less than two (2) hours.

5. Unused sick leave shall be paid upon the retirement, resignation or dismissal of the employee from services of the Employer at the rate of one-half (½) the annual pay, based upon the previous January 1.

6. Eight (8) hours sick leave may be used each year when required for the employee's personal business if arrangements are made at least two (2) days in advance. A second such personal leave day may be used without being charged against sick leave.

#### **ARTICLE 19 - HOSPITALIZATION, MEDICAL AND DENTAL COVERAGE**

1. The present Blue Cross/Blue Shield MVF-1 Plan providing hospital and medical coverage, including the prescription drug rider and master medical benefits, shall be continued for the balance of this Agreement, except the prescription drug program is changed to (\$5.00 co-pay). Effective January 1, 1995, employees wishing health insurance coverage will contribute Ten (\$10.00) Dollars per month toward the cost of such coverage. The Employer reserves the right to select or change insurance carriers, provided the level of benefits is not decreased. In the event of any change in carriers, the Employer will advise the Union in advance and meet with the Union representative, upon request, to explain the changes. Such meeting, if requested, will be scheduled before the changes are put into effect.

2. If changes in health insurance benefits or the level of the Employer's contribution thereto is increased for any other group of county employees, such changes will automatically be applied to the employees of the Sheriff's Department.

3. Effective December 4, 1998, the Employer will reimburse employees for proven dental and optical expenses (dollar for dollar - evidenced by paid bill or canceled check), not to exceed Five Hundred (\$500.00) Dollars in each calendar year for the employee, his spouse and dependent children. Dental and optical expenses may be submitted on a quarterly basis.

4. An employee on medical leave of absence will receive hospitalization insurance coverage for the remainder of the month in which the employee exhausted his/her accrued sick pay and vacation time (or would have exhausted them, if used) plus one (1) additional month. After that, the employee may continue coverage for an additional three (3) months by paying the monthly cost of the premium to the Employer. In case of employees on medical leave due to a work related illness or injury, the Employer will continue hospitalization coverage for four (4) months from the date the employee exhausted his/her accrued sick pay and vacation time (or would have exhausted them, if used). After that, the employee may continue coverage for up to twelve (12) additional months by paying the premiums to the Employer, provided the insurance carrier permits

such continuation.

**ARTICLE 20 - VACATION LEAVE**

1. Vacation time shall be based on length of service and each employee will become eligible for vacation according to the following schedule, upon the anniversary date of his employment.

40 Hours	After completion of 1 full year of service
80 Hours	After completion of 2 full years of service
120 Hours	After completion of 6 full years of service
160 Hours	After completion of 10 full years of service

2. If a legal holiday falls within an employee's vacation, he will be given eight (8) extra hours which will be added to the vacation.

3. An approved leave of absence will not be considered a break in an employee's service record when determining his vacation allowance under the vacation plan.

4. Vacations may be taken at any time during the year, however, they are subject to scheduling according to the needs of the Department. Vacation requests must be filed in writing with the Sheriff at least thirty (30) days in advance of the schedule being posted. If more employees request the same vacation time off than can be spared, seniority shall prevail.

5. If requested by the Sheriff, an employee may, at his option, accept pay in lieu of vacation time off. However, every employee must take at least fifty (50%) percent of his earned vacation time off annually.

6. If an employee quits the service of the Employer after completing at least one (1) full year of continuous full-time service, he will receive vacation pay according to the above plan. However, said employee must leave in good standing and give the Employer at least two (2) weeks notice of his intent to leave. In case of death, the vacation money will be paid to the spouse or family of the deceased employee.

7. Scheduled days off may be taken with vacations.

8. An employee going on vacation who so requests, shall be paid in advance and shall make a pay assignment to the Sheriff in consideration thereof. Pay advances shall be for only that amount of vacation time actually to be taken, less any obligations.

#### **ARTICLE 21 - FUNERAL LEAVE**

1. If a death occurs among members of an employee's immediate family, the employee will be excused from work for twenty-four (24) work hours without loss of pay. If additional time off is needed, accumulated compensatory time may be used. Further time in extenuating circumstances may be allowed with permission of the Sheriff.

2. The immediate family shall be: wife or husband, child, father, mother, sister, brother, father-in-law, and mother-in-law.

3. The Employer is to be notified immediately of a death in the family and the extent of the expected absence.

4. A personal leave day may be used for purposes of attending the funeral of an aunt, uncle, nephew, niece, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step parent or half brother or sister. Further time may be allowed by the Sheriff in extenuating circumstances.

#### **ARTICLE 22 - PERSONAL LEAVE**

The Sheriff for good cause shown may grant a personal leave of absence. An extension of leave of absence may be granted at the Sheriff's sole discretion provided it is requested prior to the termination of the personal leave.

#### **ARTICLE 23 - MEDICAL LEAVE**

1. Medical leave will be granted upon application from the employee for illness or injury subject to the Employer's right to require medical proof of disability. An employee may be on medical leave for a period of not more than one (1) year or the length of his/her seniority, whichever is less, and seniority shall not continue beyond that time. The Employer may request as a condition of continuance of any extended medical leave, proof of continuing disability. Any employee returning to work from a medical leave may be required to present a doctor's certificate that the employee is physically able to perform the required work. Any physical condition which may affect an employee's ability to perform his/her duties should be reported promptly, whether they occurred on the job, or not. In situations where the employee's physical or mental condition reasonably raise a question as to the employee's capability to perform his/her job, the Employer may require a medical examination by a doctor of Employer's choice and at Employer's expense, and if cause is found, require the employee to take a medical leave of absence. Medical leaves will be without pay, except as otherwise provided.



2. Employees will not accrue benefits for any period of time on leave of absence after the employee has exhausted his/her accrued sick pay and vacation (or would have exhausted them, if used), which shall be first used in any medical leave of absence.

#### **ARTICLE 24 - MATERNITY LEAVE**

An employee who becomes pregnant will be granted a medical leave of absence for the period she is unable to work before and after the anticipated date of birth. Such medical leave of absence will be based on a doctor's certificate and the employee's ability to do the required work. The employee may use sick leave during a period of disability.

#### **ARTICLE 25 - FAMILY AND MEDICAL LEAVE ACT**

Nothing in this Agreement will be construed to diminish the rights of any employee or the Employer as provided in the Family and Medical Leave Act.

#### **ARTICLE 26 - AMERICANS WITH DISABILITIES ACT**

The Union understands that the Americans with Disabilities Act requires Employer to make reasonable accommodation of employees with handicaps and agrees that, in case any provision in this Agreement conflicts with the duty to accommodate, the duty to accommodate will prevail. It is understood that an accommodation made to an individual under the ADA will depend on the facts and will not necessarily constitute a precedent in another case.

#### **ARTICLE 27 - HOLIDAYS**

1. Employees will receive eight (8) hours pay for the following paid holidays, provided they meet the eligibility requirements set forth below:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
4 Hours Good Friday	Friday After Thanksgiving
Memorial Day	4 Hours Christmas Eve Day
Independence Day	Christmas Day
Labor Day	4 Hours New Years Eve Day

2. An additional eight (8) hour paid floating holiday shall be provided for each employee. Such holiday shall be requested in advance by the employee and be subject to approval by the Sheriff. If more employees request the same day off than can be spared, seniority shall prevail.

3. Employees who work on a paid holiday shall be paid time and one-half (1-1/2) for hours worked on that holiday.

4. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- A. The Employee must work his/her 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 suspended for disciplinary reasons.
- C. The employee must not be on layoff or a leave of absence. Layoffs may not be used to circumvent holiday pay.
- D. An employee who is scheduled to work on a holiday but fails to report to work, unless otherwise excused, shall not be entitled to holiday pay.

#### **ARTICLE 28 - LEAVE FOR UNION CONFERENCES AND CONVENTIONS**

1. The Employer will grant leaves of absence without pay to members of the bargaining unit of the Police Officers Labor Council for the following functions.

- A. One (1) man for twenty-four (24) work hours every other calendar year to attend the POLC national meetings. If more time is required for such function than here provided, a pass day will be scheduled in conjunction therewith if adequate notice is given.
- B. One (1) man for twenty-four (24) work hours to attend the POLC State of Michigan meetings each calendar year.

2. Once a month the Division President or one other designated employee may be excused for the local division meeting, without pay, if he is scheduled to work.

#### **ARTICLE 29 - UNIFORMS, CLOTHING AND EQUIPMENT**

1. In the selection, procurement, and issuance of uniforms, the Employer will give due consideration to the items, numbers, materials, and quality consistent with the needs, use, function, and responsibility of the Officer.

2. Any employee in the bargaining unit required to use ordinary street clothes as part of his or her duties for a period of at least three (3) months, shall receive a clothing allowance in the amount of Four Hundred (\$400.00) Dollars per annum, prorated on a quarterly basis, beginning three (3) months after date of hire.

3. The Employer shall be responsible for the dry cleaning and laundering of all uniforms issued by the Department. Plain clothes Officers shall be permitted the cleaning and laundering of civilian clothes used in Departmental work.

4. During the first year of employment of a member of this bargaining unit, the Employer shall furnish three (3) complete winter and three (3) complete summer uniforms and leather gear (excluding shoes). On each anniversary date thereafter of each Officer, said officer shall receive replaceable items if needed.

5. Prior to December 15, 1993, the Employer shall purchase 15 bullet-proof vests (Armitron or equivalent) for use by deputies. Any deputy issued a vest shall be required to wear it while on duty.

6. Not more than once every three (3) year, each deputy shall be reimbursed up to One Hundred (\$100.00) Dollars toward the purchase of a weapon from the approved weapons list.

#### **ARTICLE 30 - PARKING AND TRAVEL**

1. In the procurement of motor vehicles for patrol purposes, the Employer shall use that equipment necessary for the Officers to perform their duties and responsibilities related to the safety of the Officer.

2. When the employee shall find the equipment furnished by the Employer as unsafe for use in the performance of his/her assigned duties, the employee shall be required to immediately report the condition to his immediate supervisor, and, if the condition is not satisfactorily resolved in a reasonable period of time, the employee may have recourse to the grievance procedure as provided herein.

#### **ARTICLE 31 - COMMUNICATIONS**

All communication equipment shall continue to be of standard quality and specifications and in good working order as in the past.

#### **ARTICLE 32 - MISCELLANEOUS**

1. The employee shall use all safety devices as may be specified by the County.

2. There will be a bulletin board available in each building where the employees report, portions of which shall be made available to the Union for their announcements. No posting shall be made on such boards until first approved by the Sheriff, which approval shall not be unreasonably withheld.

3. If during the term of this Agreement any part of the provisions contained herein are rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

4. To be entitled to any vacation or sick leave pay out, an employee terminating his or her employment must give the Employer at least two (2) weeks notice before his or her effective date of termination and must work those two weeks.

5. 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 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 herein in this Agreement. Therefore, the Union and the Employer, for the life of 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 referred to or covered in this Agreement or with respect to any subject not referred to or covered in this Agreement, whether or not such subject may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

6. The Employer may make use of auxiliary police and part-time personnel provided, however, that such use shall not be for the purpose of avoiding overtime or for the purpose of replacing regular, full-time employees and in the event of layoffs, no full-time employee shall be laid off while auxiliary police and/or part-time personnel are employed.

7. The County may hire temporary employees to replace employees off on leaves of absence and as provided below. Temporary employees may be used for a maximum of six (6) months, and will be paid the starting rate of the job and shall receive no benefits or seniority.

The County may hire temporary employees for other temporary purposes, provided that they do not replace full-time employees, deny a full-time employee overtime pay he/she would normally receive, or cause the layoff of a full-time employee. No full-time employee will be laid off so long as temporary employees are working in the same classification.

The six (6) month period provided above may be extended for an additional ninety (90) days, subject to the same provisions.

Temporary employees are not required to join the Union.

8. The residency area shall be defined as an area thirty (30) miles in any direction from the Ionia County Jail. All employees must become residents of the residency area within twelve (12) months of their date of hire and remain residents of the residency area thereafter as a condition of employment. An employee who fails to comply with this Section may be terminated. A new employee who does not reside in the residency area at date of hire will report to the Sheriff after six (6) months of employment regarding his residency status.

9. The masculine pronoun, wherever used in this contract, shall include the feminine pronoun, and the singular pronoun shall include the plural, unless the context clearly otherwise requires.

### **ARTICLE 33 - ELECTION OF REMEDIES**

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to utilize the grievance procedure provided for in this contract and subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

### **ARTICLE 34 - TERM OF AGREEMENT**

THIS AGREEMENT shall become effective December 4, 1998, unless provided herein, and shall remain in force until midnight, December 31, 2000, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60<sup>th</sup>) 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 or later, have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice 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 caused this Agreement to be executed by their duly authorized representatives the day and year first written above.

**FOR THE UNION**

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Date: \_\_\_\_\_

**FOR THE COUNTY**

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Date: \_\_\_\_\_

**FOR THE SHERIFF**

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Date: \_\_\_\_\_

## APPENDIX A. WAGES

The following annual salary schedule for bargaining unit employees will be effective on the dates shown below:

<u>Deputy</u>	<u>01/01/97</u>	<u>01/01/98</u>	<u>01/01/99</u>	<u>01/01/2000</u>
Start	28,745	29,608	30,496	31,411
6 Months	29,687	30,577	31,495	32,439
1 Year	30,740	31,663	32,612	33,591
2 Years	31,882	32,838	33,823	34,838
3 Years	33,861	34,877	35,923	37,001
<u>Sergeant</u>	35,525	36,590	37,688	38,786
<u>Detective</u>	35,525	36,590	37,688	38,786
<u>Lieutenant</u>	37,299	38,418	39,571	40,758

All wage adjustments are retroactive to January 1, 1997 and January 1, 1998, for those employees who were on the payroll and continue to remain on the payroll, on and after September 18, 1995, and who continue to work after January 1, 1997, but may have left employment prior to any award being rendered.

IONIA COUNTY BOARD OF COMMISSIONERS  
AND THE IONIA COUNTY SHERIFF

-and-

POLICE OFFICERS LABOR COUNCIL  
IONIA COUNTY SHERIFF DEPARTMENT DEPUTY DIVISION

Letter of Understanding

No. \_\_\_\_\_

Re: Use of sick day, personal business day,  
and floating holiday.

The collective bargaining agreement allows an employee to use one (1) sick day for personal business, one (1) personal leave day (not charged to sick leave), and a floating holiday. It is agreed that deputies may use the three (3) days listed above in any order they wish by advising the Employer at the time any such day is requested.

FOR THE UNION

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\_\_\_\_\_

FOR THE COUNTY

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

Dated: \_\_\_\_\_

FOR THE SHERIFF

\_\_\_\_\_